

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/20/2021

Contract/Lease Control #: C19-2750-PW

Procurement#: RFQ PW 51-18

Contract/Lease Type: CONTRACT

Award To/Lessee: AMERICAN CONSULTING ENGINEERS, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2023

Description of Contract/Lease: GENERAL ENGINEERING SERVICES FOR PW

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 019-2750-8W Tracking Number: \_\_\_\_\_  
Procurement/Contractor/Lessee Name: American Consulting Engineers Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment / renewal  
Date/Term: 9-30-2023 1.  GREATER THAN \$100,000  
Department #: varies 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: by task order  
Department: PW Dept. Monitor Name: Aubrey

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 7-30-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: see mail attached Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 7-30-21  
\_\_\_\_\_ Lisa Price  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 7-30-21  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Jane Evans  
**Sent:** Thursday, July 15, 2021 8:39 AM  
**To:** DeRita Mason; Suzanne Ulloa  
**Cc:** Kerry Parsons; Roy Petrey  
**Subject:** RE: Renewal

Based on legal approval of including these provisions in the Amendment, it is approved for grant purposes. Per my discussion with Roy, this contract is not directly related to a Triumph project which would require pre-approval.

Thank you for your work on this update.

Jane Evans  
Grants and RESTORE Manager  
Office of Management and Budget  
1250 North Eglin Parkway  
Suite 102  
Shalimar, FL 32579  
Phone: 850-651-7521  
Fax: 850-651-7551  
Internal Courier: CAO-S/Grants  
Email: [jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)



**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

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**From:** DeRita Mason  
**Sent:** Thursday, July 15, 2021 6:39 AM  
**To:** Suzanne Ulloa <[sulloa@myokaloosa.com](mailto:sulloa@myokaloosa.com)>  
**Cc:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>; Roy Petrey <[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)>; Jane Evans <[jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)>  
**Subject:** RE: Renewal

Good morning all,  
Please review and approve the attached. Once this one is approved, I will send over the other renewals for review.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lisa Price  
**Sent:** Friday, July 30, 2021 9:47 AM  
**To:** DeRita Mason  
**Subject:** RE: Renewals

You don't have to send back. I approve with the changes. No reason to double work, you have enough to do!

Lisa Price  
Risk Management  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, July 30, 2021 9:44 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** RE: Renewals

## DeRita Mason

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**From:** Kerry Parsons  
**Sent:** Friday, July 30, 2021 10:29 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** Re: Renewals

These renewals are approved for legal purposes.

Kerry A. Parsons  
Chief Assistant County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Friday, July 30, 2021 7:40:14 AM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** Renewals

Good morning,  
Please review and approve the attached.  
Kerry-you approved the HDR amendment just like this yesterday.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND  
AMERICAN CONSULTING ENGINEERS, LLC.  
CONTRACT NO. C19-2750-PW**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and American Consulting Engineers, LLC., executed this 7th day of September, 2021, is made a part of the original Agreement dated November 6, 2018, Contract No. C19-2750-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional two (2) years term in accordance with Section 1.3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 1, 2021 and shall terminate no later than September 30, 2023. This is the final renewal on the contract.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 7 and Exhibit "A" of the original Agreement ("Compensation") and/or any amendments thereto.

4. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "A". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.



5. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
  
6. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
  - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".
  
  - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  
  - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  
  - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
  
  - e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract



sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

7. **ADDITIONAL FEDERAL CLAUSES.** The County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto.
8. **UPDATED INSURANCE REQUIREMENTS.** the parties wish to amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "D"; and
9. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated November 6, 2018 and any amendments thereto, shall remain in full force and effect.
10. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

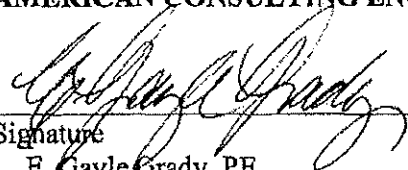
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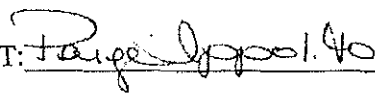




IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

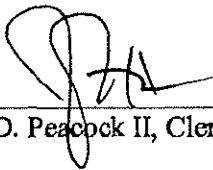
**AMERICAN CONSULTING ENGINEERS, LLC:**

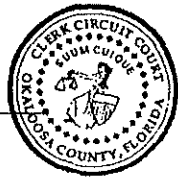
  
Signature  
E. Gayle Grady, PE  
Principal / Managing Member  
Print Name

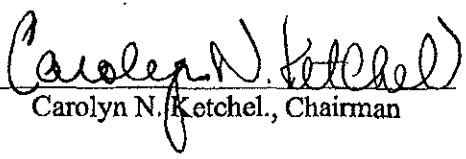
ATTEST:  \_\_\_\_\_

**ATTEST:**

**OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
J.D. Peacock II, Clerk of Courts



BY:   
\_\_\_\_\_  
Carolyn N. Ketchel., Chairman





**ATTACHMENT "A"**  
**Scrutinized Companies Certificate**

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate American Consulting Engineers, LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

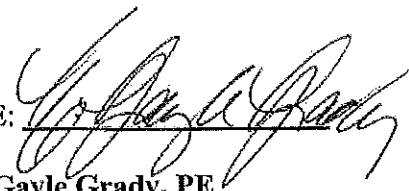
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: August 4, 2021

COMPANY: American Consulting Engineers, LLC

ADDRESS: 4489 Woodbine Road  
Pace, FL 32571

PHONE NO.: 850-289-1013

SIGNATURE: 

NAME: E. Gayle Grady, PE  
(Typed or Printed)

TITLE: Principal / Managing Member

E-MAIL: egrady@acp-fl.com



## ATTACHEMENT "B" Civil Rights Clauses

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



**ATTACHEMENT "C"**  
**Additional Federal Clauses**

**AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN**

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the Americans with Disabilities Act (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

**STANDARD PATENT RIGHTS PURSUANT TO FEDERAL FUNDING**

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

Rights to Inventions Made Under a Contract or Agreement: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract. The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for County purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as authorized under 2 C.F.R. Appendix II to Part 200(F):

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



## **DOMESTIC PREFERENCE FOR PROCUREMENTS**

The contractor, in accordance with 2CFR 200.322, (a) As appropriate and to the extent consistent with law, should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means that all manufacturing processes, from the initial production through the application of coatings, occurred in the United States.

## **NEVER CONTRACT WITH THE ENEMY**

The contractor agrees, in accordance with 2 CFR 200.215 to never contract with the enemy, and ensure that all subcontractors comply with and all subcontracts contain this requirement. Understanding that they are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000.



## **EXHIBIT "D"**

### **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

#### **CONTRACTORS INSURANCE**

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



## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

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

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:



- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

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

**PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

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

**INSURANCE LIMITS OF LIABILITY**

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

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

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's





knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

### **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.



7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### **GENERAL TERMS**

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

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

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

### **UMBRELLA INSURANCE**

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

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-09-2018

Contract/Lease Control #: C19-2750-PW

Procurement#: RFQ PW 51-18

Contract/Lease Type: CONTRACT

Award To/Lessee: AMERICAN CONSULTING ENGINEERS, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2021 with ONE 2 YR RENEWAL

Description of Contract/Lease: GENERAL ENGINEERING SERVICES FOR PW

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

Client#: 1049620

AMERICON26

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2021

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

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

PRODUCER: USI Insurance Services, LLC, 2502 N Rocky Point Drive, Suite 400, Tampa, FL 33607. CONTACT NAME, PHONE (A/C, No, Ext): 813 321-7500, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Property Cas. Co. of America (NAIC # 25674), INSURER B: Phoenix Insurance Company (NAIC # 25623), INSURER C: XL Specialty Insurance Company (NAIC # 37885).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis. Contract C19-2750-PW / RFQ PW 51-18; General Engineering Services for Public Works (5189652)

CONTRACT#: C19-2750-PW AMERICAN CONSULTING ENGINEERS, LLC GENERAL ENGINEERING SVS FOR PW EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

CERTIFICATE HOLDER: Okaloosa County Board of County Commissioners, 5479A Old Bethel Rd, Crestview, FL 32536

CANCEL: SHOULD THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2750-PW

TASK ORDER #: 10

TASK ORDER AMOUNT: \$ 12,000

CONTRACT# C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/ 1 2 YR RENEWAL

OFFERED BY CONSULTANT:

American Consulting Engineers, LLC

FIRM'S NAME

Scott M. Korpi, PE

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Principal/ Managing Member

TITLE

8/3/2021

DATE

**RECOMMENDED FOR APPROVAL**  
(Department Director)

Jason T. Autrey, P.E.,  
C.P.M.

SIGNATURE

TITLE

DATE

Digitally signed by Jason T. Autrey,  
P.E., C.P.M.  
Date: 2021.08.04 09:52:53 -05'00'

**APPROVED BY OKALOOSA COUNTY**  
(Per Purchasing Manual) Table 1

Jeffrey A. Hyde  
PURCHASING MANAGER

DATE

OMB DIRECTOR/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



# TASK WORK ORDER SUMMARY

Task Work Order No.: 10  
Contract No.: C19-2750-PW  
ACP Project No.: 5189652  
Date: August 3, 2021

American Consulting Professionals, LLC., (hereafter "CONSULTANT") agrees to perform and complete the following services (hereafter "Services") for Okaloosa County Public Works (hereafter "COUNTY"), in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, all of which terms and conditions are incorporated herein by reference.

1. **Task Name:** West US 98 Collector Street and Traffic Signal Overlay
2. **Task Location:** Okaloosa County, Florida
3. **Task Description/ Scope of Services:** Consultant shall perform the professional services contained below.
4. **Compensation:** For all the work performed in accordance with Table 1:

<b>Table 1 – West US 98 Collector Street and Traffic Signal Overlay</b>	
Task 1: Project Management and Coordination	
Project Management/ General Tasks/ Meetings (LS)	\$ 2,200
Task 2: Engineering Conceptual Design Services	
Engineering Analysis (LS)	\$ 2,800
Plans and Deliverables (LS)	\$ 7,000
<b>PROJECT TOTAL=</b>	<b>\$12,000</b>

(LS)=Lump Sum

## SECTION A: PURPOSE

The purpose of this project is to provide a map overlay for the Okaloosa County Land Development Code to address on-going development and traffic demand within the West US 98 corridor area. The County is looking to provide traffic relief and alternative connectivity between closed residential areas offset from US 98. Coordination with Eglin Air Force Base (AFB) and FDOT will be provided to coordinate the development of the collector roads being proposed to consolidate traffic and allow access from most residential parcels to signalized intersections along US 98. Potential stormwater mitigation areas will be identified and right of way needs will be assessed in the development of this plan.

The scope of work details the conceptual design services to be performed by the Consultant for this project. The project tasks identified for this contract generally include the following:

- Task 1: Project Management and Coordination
- Task 2: Engineering Conceptual Design Services

## SECTION B SCOPE OF SERVICES

### Task 1: Project Management and Coordination

- 1.1 General Tasks: Includes communications, meetings and coordination with the County, Eglin AFB, FDOT and any subconsultants; project documentation, contract management and QA/QC.

**American Consulting Professionals, LLC**

4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · www.acp-americas.com



1.2 Kick-Off Meeting and Site Review: Consultant shall participate in a kick-off meeting with internal staff and County (if necessary) to review the details of the project. Consultant shall review the site to observe existing conditions and document observed features impacting the project and associated right of way.

## **Task 2: Engineering Conceptual Design Services**

### **2.1 Engineering Analysis**

- 2.1.1 Consultant shall perform preliminary analysis of conceptual plan. This analysis will include but not limited to investigating existing conditions, obtaining LIDAR/ GIS data, identifying potential pond locations and preliminary right of way need based on typical roadway section and clear zone requirements.
- 2.1.2 Evaluate connectivity between existing streets and collector roads.

### **2.2 Plans and Deliverables – Includes 30% and 90% review submittals**

2.2.1 Prepare Map Overlay Exhibits for the proposed roadway/drainage improvements.

The deliverable map shall include:

- 1) Collector Road and street connections identified in Exhibit "A" with assumed 100' right of way for the new collector roads.
- 2) Traffic Signals identified in Exhibit "A"
- 3) FDOT preliminary concept plans for US 98 widening including access management information and pond siting
- 4) Existing information related to hydrology and environmental impacts, (ie, LIDAR, GIS wetlands, floodplains etc.)
- 5) Any potential stormwater mitigation sites

## **SECTION C: EXCLUSIONS AND ASSUMPTIONS**

The following exclusions and assumptions shall apply to this scope of services:

- No permitting or coordination with NFWMD or DEP will be conducted
- No field environmental assessments will be provided.
- No public meeting is anticipated.
- No engineering construction plans or documentation will be provided.
- No engineering hydraulic analysis or pond sizing calculations will be provided.

## **SECTION D: OUT-OF-POCKET EXPENSES**

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

## **SECTION E: ADDITIONAL SERVICES**

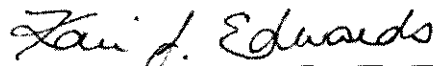
Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

Anticipated deadline for this Task Work Order is no later than September 15, 2021

**End Scope**



Tracy D. Butwell, PE  
Principal

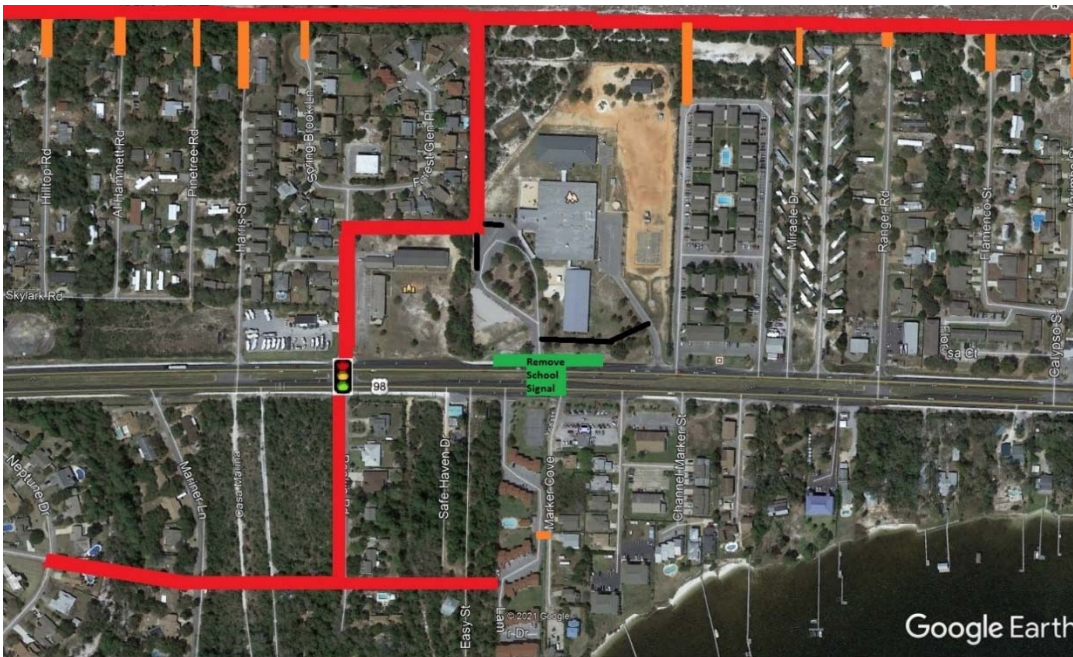
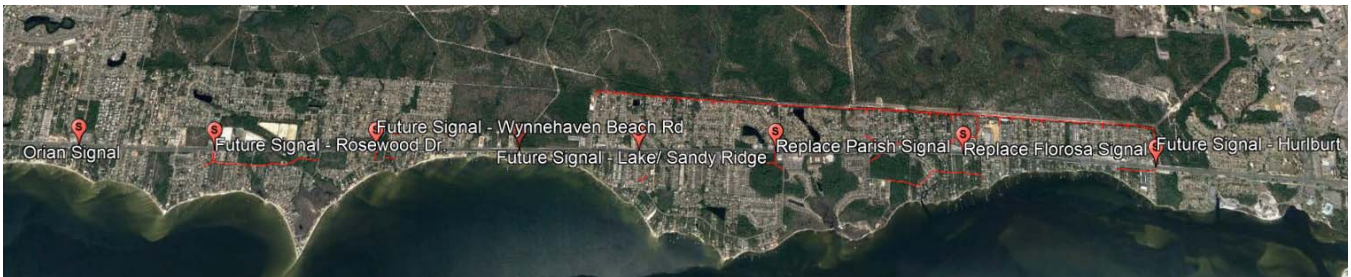


Kari G. Edwards, PE  
Project Manager

**EXHIBIT "A"**  
 West US 98 Collector Street and Traffic Signal Overlay  
 Okaloosa County Public Works



- US 98 Lane from Ramp to Collector Road
- Proposed County Collector Road



- County Collector Road
- Street Connection to Collector Road





February 4, 2019

Ms. DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536

Re: McKim & Creed, Inc. acquires Jehle-Halstead, Inc.

Dear Ms. Mason:

Reference is made to the Agreement between Okaloosa County and American Consulting Professionals, LLC, for General Engineering Services for Okaloosa Public Works as governed by Florida Statute 287.055 dated November 6, 2018 (the "Agreement").

American was notified that McKim & Creed, Inc., a North Carolina corporation duly licensed to conduct business in the State of Florida, has acquired all or substantially all of the company Jehle-Halstead, Inc. In connection with the acquisition, the Agreement will be assigned to the same personnel under the company McKim & Creed, Inc. and will be effective immediately. A letter of notification is attached for your information.

Pursuant to Paragraph 13.9 of the Agreement, we respectfully request that the County consent to the assignment of the Agreement to McKim & Creed, Inc. as a sub-consultant of American Consulting Professionals, LLC, and acknowledge that the Agreement shall continue in full force and effect subsequent to McKim & Creed's acquisition of assets of Jehle-Halstead, Inc. Such consent and acknowledgment may be affected by executing and dating a copy of this letter in the space provided and returning the signed copy by email to the undersigned at [kedwards@acp-fl.com](mailto:kedwards@acp-fl.com).

If you have any questions regarding the acquisition and would like to speak to a member of McKim & Creed, Inc., please contact Glenn Halstead at [ghalstead@mckimcreed.com](mailto:ghalstead@mckimcreed.com) or (850) 994-9503x 102.

Sincerely,  
American Consulting Professionals, LLC

*Kari J. Edwards, P.E.*  
Kari J. Edwards, P.E.  
Project Manager  
[kedwards@acp-fl.com](mailto:kedwards@acp-fl.com)  
ph: 850-289-1013

CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

The undersigned, a duly authorized representative of the below named entity does hereby consent to the transactions described above.

Okaloosa County  
By: [Signature]  
Name: Jason Avner  
Title: Public Works Dir.  
Date: 2/23/19

**American Consulting Professionals, LLC**  
4489 Woodbine Road • Pace, Florida 32571 • 850.289.1000 • [www.acp-americas.com](http://www.acp-americas.com)



January 2, 2019

Kari J. Edwards, PE  
4489 Woodbine Road  
Pace, FL 32571

RE: JHI has joined McKim & Creed, Inc.

Dear Ms. Edwards:

We are thrilled to announce that, effective January 1, 2019, jehle-halstead, inc. has expanded our services and resources by joining forces with McKim & Creed, Inc., one of the top design firms in the U.S.

Our team, our office location and, most importantly, our relationship with and service to you, will all remain the same. As a member of the McKim & Creed family, we can now provide our clients with more robust engineering and geomatics services as well as additional personnel resources to meet your project-specific needs. We are confident that joining McKim & Creed enables us to better serve our clients while providing expanded career opportunities and employee-ownership for our team.

In terms of a strategic partner for growth, McKim & Creed exceeded our expectations. They are a 500-person, employee-owned engineering, surveying and planning company. Headquartered in Raleigh, North Carolina, they have 19 additional offices in six states throughout the U.S. Nine of those offices are in Florida.

McKim & Creed is listed as a Top 200 Design Firm and one of the Top 100 Environmental Firms in the U.S. by *Engineering News Record (ENR)*. The company has also been named one of the top 50 trenchless design firms in the country, and the #1 surveying and mapping company in the Southeast. With more than 40 years in business, McKim & Creed is committed to improving the communities where they live and work.

As McKim & Creed, we will continue our tradition of offering technically sound design, cost-effective solutions and responsive attention to our clients' objectives. Our suite of services will continue to include those previously offered by jhi, while also expanding to include new and more robust services made available by our joining McKim & Creed, including:

## ENGINEERING

- Water Master Planning
- Water, Wastewater and Stormwater Management
- Sustainable Energy Solutions
- Reclaimed Water
- Design-Build
- MEP, Structural & Fire Protection
- System Optimization / Energy Reduction
- Central Energy Plants
- Buried Infrastructure Renewal & Replacement
- Planning and Land Development
- Hydraulic Modeling
- Instrumentation & Controls / SCADA
- Trenchless Technology

## GEOMATICS

- Unmanned Aerial Systems (drones)
- Airborne LiDAR
- Utility Transmission Surveys
- 3D Laser Scanning
- Mobile Scanning with MoDaC Mobile Data Collection™
- Subsurface Utility Engineering (SUE)
- Geospatial Asset Management & Solutions
- Hydrographic Surveying
- Conventional Land Surveying
- Transportation Surveying

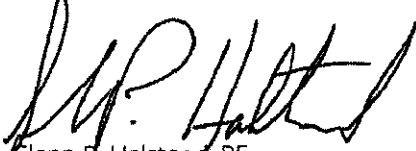
**RE: JHI has joined McKim & Creed, inc.**

We look forward to discussing this exciting change with you in more detail. In the interim, we want to assure you of several things that will not change:

- You will continue to work with the same people in our firm as you have in the past. Our entire team is making the transition to McKim & Creed, and Glenn and Patrick will continue to manage our Pensacola office.
- The services we have provided you in the past will continue to be offered by our combined firms.
- Phone numbers/office location will remain the same.

If you have any questions about our transition, please feel free to contact us at any time. We look forward to furthering our relationship with you as a client and continuing to serve you as a trusted partner on your future projects.

Sincerely,  
McKIM & CREED, INC.



Glenn P. Halstead, PE  
Regional Manager



D. Patrick Jehle, Jr., PE  
Senior Project Manager

**TASK ORDER APPROVAL FORM**

CONTRACT #: C19-2750-PW

TASK ORDER #: 08

TASK ORDER AMOUNT: \$ 82,781

CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

**OFFERED BY CONSULTANT:**

*American Consulting Professionals, LLC*

FIRM'S NAME

*Jeffery S. Novotny, PE, AICP*

REPRESENTATIVE'S PRINTED NAME

*Jeffery S. Novotny*

SIGNATURE

*Principal/ Managing Member*

*5/7/2021*

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

*Patrick Womack*

SIGNATURE

*Patrick Womack Dir*

TITLE

*6/2/21*

DATE

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual) Table 1**

*Jeffrey A Hyde*  
Digitally signed by Jeffrey A Hyde  
Date: 2021.06.02 13:21:49 -05'00'

PURCHASING MANAGER

DATE

*Faye Douglas*  
Digitally signed by Faye Douglas  
Date: 2021.06.03 08:28:28 -05'00'

OMB DIRECTOR/DATE

DATE

*John Hofstad*  
Digitally signed by John Hofstad  
Date: 2021.06.03 11:45:24 -05'00'

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE



# TASK WORK ORDER SUMMARY

Task Work Order No.: 08  
Contract No.: C19-2750-PW  
ACP Project No.: 5189652  
Date: May 7, 2021

American Consulting Professionals, LLC., (hereafter "CONSULTANT") agrees to perform and complete the following services (hereafter "Services") for Okaloosa County Public Works (hereafter "COUNTY"), in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: RFQ PW 51-18), dated July 18, 2018, all of which terms and conditions are incorporated herein by reference.

1. **Task Name:** Bob White Drive Drainage Improvements
2. **Task Location:** Okaloosa County, Florida
3. **Task Description/ Scope of Services:** Consultant shall perform the professional services contained below.
4. **Compensation:** For all the work performed in accordance with Table 1

Table 1: Bob White Drive Drainage Improvements	
Task 1 Project Administration/ Coordination	\$ 3,541
Task 2 Engineering Services	
Environmental Services	\$ 3,272
Structural Design Services	\$ 6,566
Task 4 Subconsultant Services	
Engineering Services (McKim & Creed, Inc)	\$44,952
Survey (SAM)	\$ 17,450
Geotechnical (NOVA)	\$ 1,400
Task 5 Limited Bidding and Construction Phase Services (hourly not to exceed)	\$ 5,600
PROJECT TOTAL=	\$ 82,781

### Scope of Services

The purpose of this project is to evaluate the drainage system that contributes to continuous slope failure and flooding at the cross drainage structure located under Bob White Drive in Okaloosa County. The subdivisions of Quail Run and Brookwood have experienced flooding due the insufficient capacity of this conveyance system and cross drain structures that discharge to the Santa Rosa Sound.

McKim and Creed, Inc. will be tasked with evaluating the drainage system and recommending drainage improvements to the culverts at Bob White Drive and Brookwood Blvd. Project Management will be provided by American as well as any environmental services related to wetlands and jurisdictional waters and structural design that may be warranted for the improvements the culvert headwall at Bob White Dr. Any other structure improvements that may be warranted following the analysis will be negotiated under a supplemental agreement. Subconsultant proposals and staff hours are attached hereto and summarized above.

### End Scope

*Tracy D. Boutwell*

Tracy D. Boutwell, PE  
Principal

*Kari J. Edwards*

Kari J. Edwards, PE  
Project Manager

American Consulting Professionals, LLC

4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · www.acp-americas.com

**EXHIBIT "A"**  
Bob White Dr/ Brookwood Blvd Drainage System  
Okaloosa County Public Works





## CLIENT MASTER CONTRACT WORK ORDER

Subject to the terms and conditions of American Consulting Engineers Contract for General Engineering Services for Okaloosa County Public Works, Contract #C19-2750-PW, made and entered into November 6, 2018, by and between American Consulting Engineers, LLC (Client) and The Board of County Commissioners of Okaloosa County (Owner), and the additional terms and conditions contained in this Work Order, McKim & Creed, Inc. (Consultant) offers to provide the Services described under Item 3 of this Work Order.

Project Name            **Bob White Drive Drainage Improvements**  
Project Number        **TBD (Proposal #211419)**  
Title of Work Order    **TWO-08**  
Date                     **May 7, 2021**

1. Project Description:  
    **See Attachment A - Civil Engineering Scope of Services.**
2. Project Location:  
    **Bob White Drive, Quail Run Subdivision, Okaloosa County, Florida**
3. Scope of Services:  
    **See Attachment A - Civil Engineering Scope of Services.**
4. Project Deliverables:  
    **See Attachment A - Civil Engineering Scope of Services.**
5. Schedule for Completion:  
    **See Attachment D - Civil Engineering Preliminary Schedule.**
6. Supplemental Insurance Requirements:  
    **Per Client Prime Agreement, Contract #C19-2750-PW**
7. Supplemental Contract Conditions:  
    **Per Client Prime Agreement, Contract #C19-2750-PW**
8. *The Compensation to be paid to Consultant for providing the requested services shall be*  
(If additional pages are necessary, they are identified as Attachment A):
  - Hourly at Consultant's hourly rates as reflected in the attached rate schedule, plus reimbursable expenses.
  - A lump sum fee of **\$44,952.00**. See Attachments B and C for supporting details.
  - Hourly at Consultant's hourly rates as reflected in the attached rate schedule, plus reimbursable expenses. Total fee amount not to exceed \$            without prior approval.
  - Other – see Attachment \_\_\_\_\_.

IN WITNESS WHEREOF, this Work Order is accepted on the date signed by the Client below and subject to the terms and conditions stated herein.

<b>Client:</b>	<b>McKim &amp; Creed, Inc.</b>
Signed	Signed
Typed Name	Typed Name <b>D. Patrick Jehle, Jr., P.E.</b>
Title	Title <b>Senior Project Manager</b>
Date	Date <b>May 7, 2021</b>
	Signed
	Typed Name <b>Glenn P. Halstead, P.E.</b>
	Title <b>Technical Director</b>
	Date <b>May 7, 2021</b>

Distribution: Accounting, Client, Local Office Project File



**ATTACHMENT A  
CIVIL ENGINEERING SCOPE OF SERVICES**

**Proposal No.:** 211419  
**Project Name:** TWO-08, Bob White Drive Drainage Improvements  
**Project Location:** Okaloosa County, FL  
**Proposal Date:** May 7, 2021

McKim & Creed, Inc. (Consultant) is providing this proposal to American Consulting Professionals (Client) for professional engineering services related to drainage improvements desired by Okaloosa County within the existing Quail Run subdivision. The Client is requesting the Consultant serve as Civil Engineer of Record (EOR) for all required analysis, design, permitting, and bidding phase services. Construction phase services will be proposed separately in the future when requested by the Client.

Bob White Drive is a local residential road within Quail Run Subdivision, located between a largely undeveloped portion of Eglin Air Force Base to the north and Highway 98 to the south. Quail Run Subdivision includes several hydrologically connected open swales that generally extend from the northern to southern boundaries of the subdivision and convey runoff from not only the subdivision itself but also portions of the Eglin AFB property to the north. The open swales combine and convey runoff beneath Bob White Drive via an existing cross drain before continuing south to the Florida Department of Transportation (FDOT) right-of-way of US 98 / SR 30 where flow is conveyed beneath the highway in an 8' x 5' concrete box culvert. A graphic summary of this configuration is presented in Figure 1 at right.

South of the US 98, the open swale continues to flow south into the Brookwood Subdivision. Flow is conveyed beneath Brookwood Blvd in a triple barrel cross drain before continuing south, crossing beneath Parish Blvd, and ultimately being discharged into Santa Rosa Sound. A graphic summary of this configuration is presented in Figure 2 on the next page.

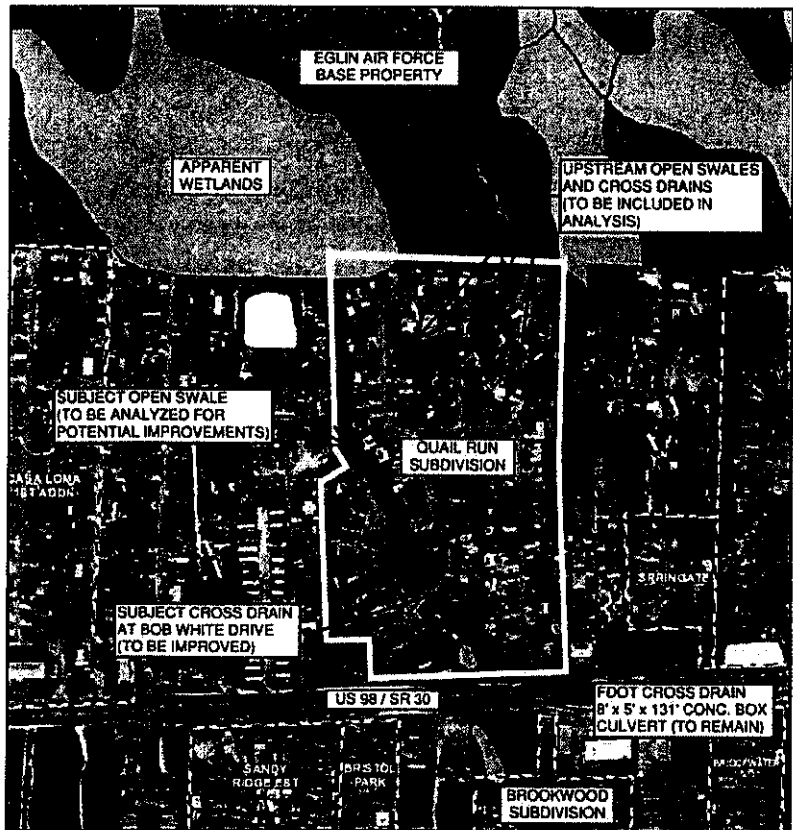


Figure 1: Existing Conditions around Quail Run Subdivision

Based on a review of historic aerial imagery, the subject open swales appear to have a nearly continuous base flow, likely from contributions from the apparent wetland area to the north. During storm events, flows within the swale have been reported to increase significantly. Okaloosa County has reported that the existing cross drain beneath Bob White Drive experiences repeated damage on an approximate five-year occurrence cycle, presumably due to the hydraulic capacity of the existing cross drain configuration not being adequate to convey the contributing flow within the open swale. Google Maps aerials reflect what appears to have been a recent significant failure of primarily the eastern bank of the open swale both north and south of Bob White Drive.

The primary intent of this project is to implement improvements to the existing open swale and cross drain configuration at Bob White Drive to address the reoccurring issues at that location. The analysis of potential improvements will include review of the upstream contributing swales and cross drains to confirm capacity and performance of those features. Analysis will also include determination of how any proposed improvements within Quail Run Subdivision can be implemented without adversely impacting downstream conditions, most notably at FDOT's box culvert beneath US 98 and at the County's triple barrel cross drain beneath Brookwood Blvd.

While not within the scope of this project, the County has indicated that it intends to rehab the existing triple barrel cross drain at Brookwood Blvd. In that Brookwood Blvd is cul-de-sac roadway with only a single point of ingress/egress, the County prefers pipe lining as a rehab method that would not require a road closure. In coordination with the County, analysis of the Brookwood Subdivision system existing conditions or of the impacts of the desired pipe lining are not included within this scope of services.

The specific tasks included in this scope of services are described in more detail on the following pages.

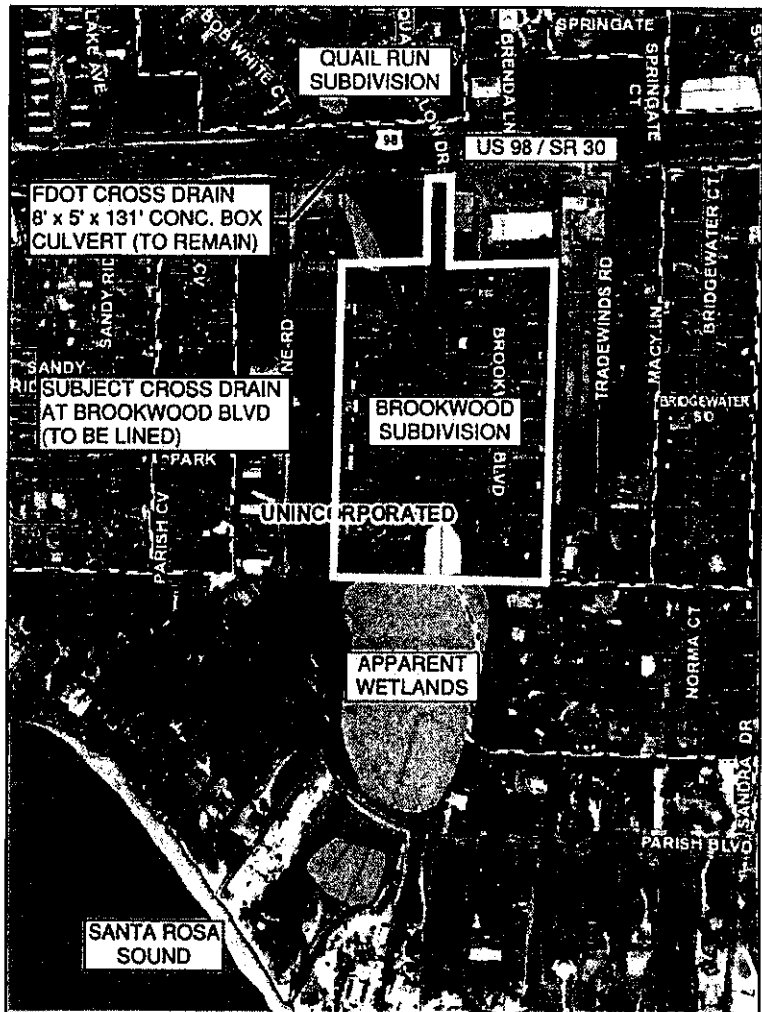


Figure 2: Existing Conditions around Brookwood Subdivision

**PHASE 1 – PROJECT ADMINISTRATION**

- 1.1 General Tasks – Including and not necessarily limited to communication, meetings, and coordination with the Client and County; project documentation; and financial management.
- 1.2 Kick-Off Meeting – Consultant will participate in a kick-off meeting with the Client and County to review the scope and intent of the project and to confirm project-specific goals and design criteria.
- 1.3 Site Visit – Consultant will visit the site to observe and document existing features and to verify the topographic survey (by others) against the observed conditions in the field.
- 1.4 Subconsultant Coordination – Consultant will coordinate with Client and other subconsultants (e.g., survey, geotechnical, environmental) to ensure all project requirements are satisfied.
- 1.5 Quality Assurance / Quality Control – a qualified professional not directly associated with the development of the proposed design will provide QAQC review of design documents to ensure the scope and intent of the project is met and that the documents are technically sound, biddable, and constructable.

**PHASE 2 – SCHEMATIC DESIGN (30% LEVEL)**

- 2.1 Existing Conditions Analysis, including:
  - a) Review of previous plans, reports, permit records, as-built drawings, and similar documentation of the existing conditions.
  - b) Delineation of drainage basins based on publicly available GIS, LiDAR, or similar data.
  - c) Determination of composite curve numbers for drainage basins based on publicly available land use and cover data.
  - d) Creation of ICPR model representing the existing conditions, limited to the subject open swales, the cross drain in beneath Bob White Drive in Quail Run Subdivision, and the FDOT cross drain beneath US 98.
  - e) Calibration of ICPR model to reported, observed, or otherwise documented performance of the existing conditions.
- 2.2 Initial Utility Coordination, including:
  - a) Consultant will submit a Design Ticket through the Sunshine 811 notification system to identify Utility Agencies / Owners (UAO's)
  - b) Consultant will request from each UAO survey markups, permit drawings, record drawings and other similar information indicating the approximate location of existing utilities within the project area.

2.3 Proposed Improvements Analysis, including:

- a) Creation of ICPR model representing the proposed conditions, limited to the subject open swales, the cross drain in beneath Bob White Drive in Quail Run Subdivision, and the FDOT cross drain beneath US 98.
- b) Analysis of options to increase capacity of the Quail Run swales and Bob White Drive cross drain, anticipated to include consideration cross section improvements, increased pipe sizes, additional/multiple barrels, shallow box culverts, or similar.
- c) Analysis of options to prevent future reoccurring damage at Bob White Drive crossing, anticipated to include consideration of swale stabilization, velocity mitigation, energy dissipation, or similar.
- d) Preliminary Basis of Design Memo with summary of completed analyses and recommendation of proposed improvements based on overall performance, construction cost, permitting requirements, constructability, maintainability, and other parameters as determined in coordination with the Client and County.

2.4 Schematic Design Drawings, to include:

- a) Cover Sheet, Signature Sheet, and General Notes
- b) Overall Project Layout – will depict the project site relative to the overall study area; surrounding properties, rights-of-way, common areas, and easements; survey control data and benchmarks; and a horizontal alignment along the subject drainage way.
- c) Plan and Profile – will depict the existing and proposed conditions in horizontal plan and vertical profile view.
- d) Civil Construction Details – will depict typical and specific details for the proposed improvements.

(Note: Some sheets may be combined depending on extent of improvements.)

2.5 Schematic Design Review Meeting: Consultant will attend a meeting with Client and County personnel or their designated representatives to review and discuss elements of the schematic design documents and other factors that may affect subsequent services associated with the project.

**PHASE 3 – FINAL DESIGN (90% LEVEL)**

3.1 Final Basis of Design Memo.

3.2 Final Design Drawings, to include:

- a) Cover Sheet, Signature Sheet, and General Notes
- b) Summary of Quantities – will include tabular summary of the pay items and quantities required to perform the presented scope of work.
- c) Utility Conflict Matrix – will include tabular summary of any identified utility conflicts, including UAO, utility type/size/material, basis of conflict, and summary of proposed conflict resolution.
- d) Overall Project Layout
- e) Plan and Profile
- f) Erosion and Sediment Control Plan – will depict minimum required BMP's necessary to retain sediment and prevent erosion within the project area.
- g) Civil Construction Details

(Note: Some sheets may be combined depending on extent of improvements.)

3.3 Final Utility Coordination, including working directly with each UAO to resolve identified conflicts between proposed improvements and existing UAO facilities.

3.4 Preliminary Technical Specifications – presented in County preferred format.

3.5 Preliminary Opinion of Probable Construction Cost – based on current market unit price data from public resources and bid tabulations from recently completed work of similar scope.

3.6 Final Design Review Meeting – Consultant will attend a meeting with Client and County personnel or their designated representatives to review and discuss elements of the final design documents and other factors that may affect subsequent services associated with the project.

**PHASE 4 – BID DOCUMENTS (100%)**

4.1 Release for Bid Drawings, including:

- a) Cover Sheet, Signature Sheet, and General Notes
- b) Summary of Quantities
- c) Utility Conflict Matrix
- d) Overall Project Layout
- e) Plan and Profile
- f) Erosion and Sediment Control Plan
- g) Civil Construction Details

4.2 Written Acceptance of Utility Coordination from each UAO

4.3 Final Technical Specifications

- 4.4 Final Opinion of Probable Construction Cost based on current market unit price data from public resources and bid tabulations from recently completed work of similar scope.
- 4.5 Pre-Bid Review Meeting – Consultant will attend a meeting with Client and County personnel or their designated representatives to review and discuss elements of the final design documents and other factors that may affect subsequent services associated with the project.

#### **PHASE 5 – PERMITTING**

- 5.1 Pre-Design Coordination – Attend a formal pre-application meeting or otherwise engage in pre-design coordination with the agencies below, during the Schematic Design phase:
  - a) Florida Department of Transportation – to confirm design and permitting requirements related to discharge from the primary project area to the FDOT Cross Drain beneath US 98. (Note: In coordination with the County, it has been assumed that FDOT Drainage Connection Permitting will not be required, and services related to that potential effort have been excluded from this scope of services.)
  - b) Northwest Florida Water Management District (NFWFMD) – to confirm ERP Exemption and/or General Permits that apply to the developed scope of work and to confirm environmental permitting requirements for any potential impacts to regulated surface waters and/or wetland ditches excavated in uplands. We anticipate this project will qualify for one or more of the following authorizations granted under FAC 62-330.
    - i. FAC 62-330.051 Exempt Activities, (9) Pipes or Culverts
    - ii. FAC 62-330.447, General Permit to the Florida Department of Transportation, Counties, and Municipalities for Minor Activities within Existing Rights-of-Way or Easements.
    - iii. FAC 62-330.451, General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities
- 5.2 Exemption Verification and/or Notice of Intent to use an Environmental Resource General Permit – submitted electronically through the NFWFMD’s e-Permitting application, including \$250 application fee. Initial submittal anticipated at the ±60% design stage. Final submittal (response to comments) anticipated at the 90% design milestone. Approval in hand prior to Bid Documents submittal.

### ADDITIONAL SERVICES

Services requested by the Client other than those specifically listed in this Scope of Services will be considered additional services. Client must authorize Consultant's additional scope and fee in writing prior to commencement of any additional services.

### ASSUMPTIONS

The following items are assumptions made in creation of this Scope of Work.

- Milestone deliverables will be submitted electronic (PDF) format. If paper copies are requested, Consultant will provide up to two (2) paper copies of each deliverable item for each milestone submittal. Costs for providing additional hard copies will be reimbursable to the Consultant.
- The County will allow the Consultant access to the property to perform necessary activities.
- The Client understands that the Consultant has no control over the final determination or schedule for final issuance of permits.
- The Client will acquire or have produced and make available to the Consultant all necessary legal documents, plats, geotechnical reports, environmental investigations, and other items necessary for the Consultant to complete this Scope of Work, except those identified as the responsibility of the Consultant by this Scope of Work.
- Costs for regular course of business expenses associated with this project (vehicle mileage, reproduction costs, postage, courier service, or similar) are included in the proposed lump sum fees.

### EXCLUSIONS

The following items are not included or are assumptions made in creation of this Scope of Work. Services provided by consultants other than McKim & Creed must be contracted directly with the Client. These services include but are not limited to surveying, geotechnical services, environmental site investigations and permitting, and historical and cultural site review and identification.

#### Pre-Design Services

- Surveying. *To be provided by others.*
- Geotechnical Investigation, Analysis and Reporting. *To be provided by others.*
- Environmental Investigation, Analysis and Reporting. *To be provided by others.*
- Subsurface Utility Engineering (SUE). *Not anticipated for this scope of work.*

#### Design Services

- Structural design for cross drain upgrades. *To be provided by others if required.*
- Client directed revisions to the proposed design after Final Design phase.

#### Permitting Services

- Meetings or coordination efforts with agencies other than those specifically listed in this Scope. *Not anticipated for this scope.*
- Permitting efforts for impacts to jurisdictional wetlands, wetland buffers, or regulated surface waters. *To be provided by others.*
- FDEP NPDES General Permit for Discharging Produced Groundwater Offsite. *By Contractor during construction.*

TWO-08, Bob White Drive Drainage Improvements  
Attachment A – Scope of Services, Page 8 of 8

- FDEP NPDES permitting and/or compliance monitoring. *By Contractor during construction.*

Bidding, Construction and Project Close-Out Phase Services

- To be negotiated if/when requested by the Client and County, prior to services being rendered.

**END OF ATTACHMENT A  
SCOPE OF SERVICES**



**ATTACHMENT B  
CIVIL ENGINEERING PROFESSIONAL SERVICE FEE SUMMARY**

**Proposal No.: 211419**  
**Project Name: TWO-08, Bob White Drive Drainage Improvements**  
**Project Location: Okaloosa County, FL**  
**Proposal Date: May 7, 2021**

<u>Phase Description</u>	<u>Proposed Fee</u>
Phase 1 – Project Administration .....	\$7,860
Phase 2 – Schematic Design (30% Level).....	\$19,542
Phase 3 – Final Design (90% Level).....	\$10,152
Phase 4 – Bid Documents (100%) .....	\$4,264
Phase 5 – Permitting.....	\$3,134
<hr/>	
<b>Total Proposed Fee .....</b>	<b>\$44,952</b>

**END OF ATTACHMENT B  
SERVICE FEE SUMMARY**

**ATTACHMENT D  
CIVIL ENGINEERING PRELIMINARY SCHEDULE**

**Proposal No.:** 211419  
**Project Name:** TWO-08, Bob White Drive Drainage Improvements  
**Project Location:** Okaloosa County, FL  
**Proposal Date:** May 7, 2021

<u>Phase Description</u>	<u>Preliminary Schedule (Weeks from NTP)</u>
Phase 1 – Project Administration .....	Throughout
1.1 General Tasks .....	Throughout
1.2 Kick-Off Meeting .....	+1 week
1.3 Site Visit .....	+1 week
1.4 Subconsultant Coordination .....	Throughout
1.5 Quality Assurance / Quality Control .....	Throughout
 Phase 2 – Schematic Design (30% Level).....	 +10 weeks
<i>(Note: Assumes full and complete survey within +4 weeks)</i>	
2.1 Existing Conditions Analysis.....	+8 weeks
2.2 Initial Utility Coordination .....	+6 weeks
2.3 Proposed Improvements Analysis.....	+8 weeks
2.4 Schematic Design Drawings .....	+9 weeks
2.5 County Review / Schematic Design Review Meeting .....	+10 weeks
 Phase 3 – Final Design (90% Level).....	 +16 weeks
<i>(Note: Assumes full and complete geotechnical within +10 weeks)</i>	
3.1 Final Basis of Design Memo .....	+15 weeks
3.2 Final Design Drawings .....	+14 weeks
3.3 Final Utility Coordination.....	+16 weeks
3.4 Preliminary Technical Specifications.....	+14 weeks
3.5 Preliminary Opinion of Probable Cost .....	+15 weeks
3.6 County Review / Final Design Review Meeting .....	+16 weeks

Phase 4 – Bid Documents (100%) ..... +20 weeks  
 4.1 Release for Bid Drawings ..... +18 weeks  
 4.2 Written Acceptance from UAO’s ..... +20 weeks  
 4.3 Final Technical Specifications ..... +18 weeks  
 4.4 Final Opinion of Probable Cost ..... +19 weeks  
 4.5 County Review / Pre-Bid Review Meeting ..... +20 weeks

Phase 5 – Permitting..... +16 weeks  
*(Note: Assumes full and complete environmental investigation within +4 weeks)*  
 5.1 Pre-Design Coordination..... +6 weeks  
 5.2 Exemption Verification / NOI..... +16 weeks

---

**Overall Schedule.....+20 weeks**

**END OF ATTACHMENT D  
 PRELIMINARY SCHEDULE**



Delivery Method:

Email: [kedwards@acp-fl.com](mailto:kedwards@acp-fl.com)

April 22, 2021

**Kari J. Edwards, PE**

Project Manager/ Senior Drainage Engineer

**American Consulting Professionals, LLC**

4489 Woodbine Road | Pace, FL 32571

850.289.1013 (D) | 281.414.3177 (M)

RE: Bob White Drive / Brookwood Boulevard Project  
Okaloosa County GES, TWO-08  
Mary Esther, Okaloosa County, Florida

Dear Ms. Edwards,

SAM Companies are pleased to provide you with this proposal for professional Surveying services in connection with the above-referenced project. Based upon the request for proposal and the information provided to SAM and upon our previous experience providing surveying services for Okaloosa County projects, we have prepared the attached proposed Scope of Services, Fee Estimate, and Schedule.

After you have reviewed the attached proposed Scope of Services, associated fees and schedule, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to provide this proposal. We are looking forward to working with you on this project.

Sincerely,

Brendan Becton, LS / SAM

Project Manager

Cc: Eric B. Stuart, PSM, Survey Department Manager / SAM

**SAM COMPANIES**

312 Government Ave. / Suite 1 / Niceville, FL 32578

850-678-9932 Office / 844-274-4069 Fax

**sam.biz**



## **Project Overview**

SAM Surveying And Mapping, LLC (SAM) proposes to provide survey data collection of topography and drainage structures.

## **Scope of Services – Survey**

The following services will be performed for the project and are detailed in the remainder of this proposal:

- Set/establish (or reference to provided) horizontal and vertical survey control.
- Perform cross sections of channel from the southern boundary of Eglin Air Force Base to the south right of way line of Brookwood Boulevard, at 100' intervals and at all bends.
- Provide cross drain information for 4 cross drains:
  - Bob White Drive North
  - Bob White Drive South
  - US Highway 98
  - Brookwood Boulevard
- Edge of pavement at each culvert
- Based on limited boundary monumentation collected, depict:
  - Calculated rear lines of Quail Run and Brookwood Subdivisions to define the drainage right of way / easement area.
- Locate utility marks and 24 soft dig holes as performed by others.
- Locate approximately 10 wetland flags

## **Survey Assumptions**

The following assumptions were made during the preparation of this Scope of Services. If these assumptions do not prove correct, an additional services change order may be warranted:

- All surveying services will be performed under the direct supervision of a Florida Licensed Professional Surveyor (PSM).
- This is not a Boundary or Right of Way Survey.
- Client will coordinate right-of-entry for any areas requiring access, prior to deployment of SAM field crew(s).
- If stormwater sewer structures contain silting/obstructions, cleaning the structures may be required. SAM will not be responsible for cleaning structures. If stormwater sewer structures are holding water, SAM will obtain approximate invert elevations and pipe sizes. If pumping is required to determine precise measurements and pipe materials, SAM will not be responsible for pumping. If cleaning or pumping is performed after the initial field work is complete, fees for additional mobilization may be required. If pipes are not visible, elevations will be understood to be approximate.
- Additional fees may be necessary if existing conditions dictate that OSHA requirements for confined-space entry be met. This would include if invert measurements in stormwater sewer structures cannot be obtained from the surface and require entry.
- SAM is not required to resolve any boundary conflicts, title conflicts, ownership issues, or legal interpretations of record documents found during the course of the survey.
- SAM will not locate fencing along the drainage rights of way or easements.



**Project Deliverables**

- Digital files in AutoCAD Civil 3D format of the survey.

**Fees**

Survey

80 Hours of 2 Person Survey Crew .....	\$11,200.00
(Set Survey control, locate limited monumentation, cross sections of channel, locate drainage structures)	
15 Hours PSM .....	\$2,250.00
(Project Management and Supervision)	
40 Hours of Cad .....	\$4,000.00
(Process Topographic Data and prepare Survey)	
<b>Total Lump-Sum cost - .....</b>	<b>\$17,450.00</b>

**EXHIBIT A**

Project Area



# TASK ORDER APPROVAL FORM

CONTRACT #: C19 2750-PW  
TASK ORDER #: 09  
TASK ORDER AMOUNT: \$ 206,981

CONTRACT# C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/ 1 2 YR RENEWAL

OFFERED BY CONSULTANT:

American Consulting Engineers, LLC  
FIRM'S NAME  
Jeffery S. Novotny, PE, AICP  
REPRESENTATIVE'S PRINTED NAME  
[Signature]  
SIGNATURE  
Principal/ Managing Member 4/30/2021  
TITLE DATE

RECOMMENDED FOR APPROVAL  
(Department Director)

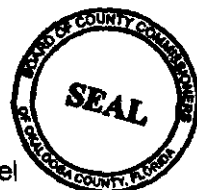
[Signature]  
SIGNATURE  
Director of Public Works  
TITLE  
5/10/21  
DATE

APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual) Table 1

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde  
Date: 2021.05.10 14:30:49 -0500  
PURCHASING MANAGER  
[Signature]  
DATE  
5/10/2021  
DATE

[Signature]  
COUNTY ADMINISTRATOR (if applicable)  
5/11/21  
DATE

[Signature]  
CHAIRMAN (if applicable) Carolyn N. Ketchel  
MAY 18 2021  
DATE



## TASK WORK ORDER SUMMARY



**Task Work Order No.: 09**  
**Contract No.: C19-2750-PW**  
**ACP Project No.: 5189652**  
**Date: April 26, 2021**

American Consulting Professionals, LLC., (hereafter "CONSULTANT") agrees to perform and complete the following services (hereafter "Services") for Okaloosa County Public Works (hereafter "COUNTY"), in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, all of which terms and conditions are incorporated herein by reference.

1. **Task Name:** Wynnhaven Beach Road
2. **Task Location:** Okaloosa County, Florida
3. **Task Description/ Scope of Services:** Consultant shall perform the professional services contained below.
4. **Compensation:** For all the work performed in accordance with Table 1:

<b>Table 1 – Wynnhaven Beach Road</b>	
<b>Phase 1: Preliminary Conceptual Phase Services</b>	
<b>Task 1: Project Management and Coordination</b>	
Project Management/ General Tasks/ Meetings (LS)	\$ 4,046
Utility Coordination (LS)	\$ 647
Environmental Coordination/Permitting (LS)	\$ 2,640
<b>Task 2: Engineering Conceptual Design Services</b>	
Engineering Analysis (LS)	\$ 7,834
Plans and Deliverables (LS)	\$ 4,818
<b>TOTAL PHASE 1 (Lump Sum) =</b>	<b>\$ 19,985</b>
<b>Phase 2: Engineering Design Services</b>	
<b>Task 3: Project Management and Coordination</b>	
Project Management/ General Tasks/ Meetings (LS)	\$ 12,139
Utility Coordination (LS)	\$ 3,236
Environmental Coordination/ Permitting (LS)	\$ 3,960
Permitting Fee (LS)	\$ 250
<b>Task 4: Engineering Design Services</b>	
Engineering Analysis (LS)	\$ 51,346
Plans and Deliverables (LS)	\$ 30,738
<b>Task 5: Subconsultant Services</b>	
Surveying (SAM) (LS)	\$ 13,460
SUE Utilities (T2) (Limiting Amount)	\$ 59,567
Geotechnical (NOVA) (LS)	\$ 2,300
<b>TOTAL PHASE 2 =</b>	<b>\$ 176,996</b>
<b>Task 6: Limited Construction Phase Services (Hourly not to exceed)</b>	<b>\$ 10,000</b>
<b>PROJECT TOTAL=</b>	<b>\$ 206,981</b>

(LS)=Lump Sum

**American Consulting Professionals, LLC**

4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · www.acp-americas.com

A CULTURE OF PROFESSIONAL EXCELLENCE



## **SECTION A: PURPOSE**

The purpose of this project is to analyze the stormwater system near the intersection of Wynnhaven Beach Road and US 98. US 98 has a 1-8'x5' box culvert that discharges into much smaller pipes under Wynnhaven Beach Road. There is a low-lying area along Wynnhaven Beach Road further south that collects runoff and floods the roadway nearly flooding adjacent residences. The County is considering purchasing property adjacent to US 98 and Wynnhaven Beach Road and would like to investigate the benefits of relocating Wynnhaven Beach Road to remove the existing creek crossing under Wynnhaven Beach Road and provide positive drainage for the low-lying area.

Additional improvements would include adding an additional roadway connection between US 98 to Stephen Avenue that would allow managed access opposite of the new Wynnhaven Beach Road connection. Coordination with FDOT and its consultant BCC will be needed to coordinate access management needs and coordinate the drainage improvements proposed for the US 98 widening.

The purpose of this scope includes providing an alignment study, conceptual plan drawings and preliminary cost associated with relocating Wynnhaven Beach Road and roadway extension from US 98 to Stephen Avenue and include engineering design services to provide construction plans for the chosen improvements.

The scope of work details the preliminary conceptual phase services and design phase services to be performed by Consultant for this project. The project tasks identified for this contract generally include the following:

- Task 1: Project Management and Coordination (Conceptual Phase)
- Task 2: Engineering Conceptual Design Services
- Task 3: Project Management and Coordination (Design Phase)
- Task 4: Engineering Design Services
- Task 5: Subconsultant Services (Survey, Geotechnical, SUE)
- Task 6: Limited Bidding and Construction Phase Services

## **SECTION B Scope of Services**

### **Phase 1: Preliminary Conceptual Phase Services**

#### **Task 1: Project Management and Coordination (Conceptual Phase)**

- 1.1 **General Tasks:** Included communications, meetings and coordination with the County and subconsultants; project documentation and contract management and QA/QC.
- 1.2 **Kick-Off Meeting and Site Review:** Consultant shall participate in a kick-off meeting with internal staff and County (if necessary) to review the project approach and details of the project. Consultant shall review the site to observe existing conditions and document observed features impacting the project and associated right-of-way.
- 1.3 **Coordinate with property owners as needed for access.** Includes notification letters. No public meeting is anticipated
- 1.4 **Coordinate with Local Utility Providers:** Consultant shall coordinate with the local utility providers to identify the existing utilities and existing easements that might impact conceptual design.
- 1.5 **Coordinate with Permitting Agencies:** Consultant will attend a pre-application meeting with NWFWM to determine permitting requirements and eliminate alternatives that would deem unfavorable by the permitting agency.

**Task 2: Engineering Conceptual Design Services**

**2.1 Engineering Analysis**

**2.1.1 Prepare Roadway Alignment Study:** Consultant shall perform analysis on 2-3 roadway alternatives to provide connectivity from Stephen Ave to Wynnhaven Beach Road, addressing stormwater drainage and flood mitigation. This analysis will include but not limited to investigating existing conditions, obtaining LIDAR/ GIS data, develop drainage hydrology and preliminary environmental assessments.

**2.2 Plans and Deliverables**

**2.2.1 Prepare Preliminary conceptual design exhibits for the roadway/ drainage improvements.** Exhibits will include the proposed alternatives including an opinion of probable construction cost for 2 to 3 alignment alternatives.

**Task 3: Project Management and Coordination (Design Phase)**

**3.1 Coordinate Design Criteria with Okaloosa County:** Consultant shall coordinate with County staff to ensure that the design is in accordance with the objectives of the client.

**3.2 Coordinate Topographic Survey with Subconsultant:** Consultant shall coordinate with a qualified survey and mapping subconsultant to facilitate a topographic survey to serve as the basis for the design and as the basis for estimating project construction costs.

**3.3 Kick-Off Meeting and Site Review:** Consultant shall participate in a kick-off meeting with subconsultant staff and County (if necessary) to review the project approach and details of the project. Consultant shall review the selected site to observe existing conditions and document observed features impacting the project and associated right-of-way.

**3.4 Coordinate with Local Utility Providers:** Consultant shall coordinate with the local utility providers to identify the existing utilities and existing easements. Review UAO's Provide a conflict matrix, if necessary.

**3.5 Coordinate with Permitting Agencies:** Consultant will obtain approvals for construction through NFWFMD and FDOT. Includes RAs. Permit fee (\$250)

**3.6 Coordinate with BCC (FDOT) on access management changes for US 98 design.** Includes median modification letter.

**Task 4: Engineering Design Services**

**4.1 Prepare 0%-30% Design**

**4.1.1 Prepare 30% Design Drawings:** Consultant shall perform 30% design services for the roadway improvements. Consultant shall prepare and submit 30% design drawings for the proposed improvements, including preliminary construction plans, details and an opinion of probable construction costs.

**4.1.2 Attend 30% Design Review Meeting:** Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 30% design documents and other factors that may affect subsequent services associated with the project.

**4.2 Prepare Design 30 to 90%**

**4.2.1 Prepare and Submit 90% Design Drawings:** Consultant shall perform 90% design services for the roadway improvements. Consultant shall prepare and submit 90% design drawings for the proposed improvements, including preliminary construction plans, details, and an opinion of probable construction costs. Drawings are anticipated to include:

- a) Cover Sheet
- b) General Notes
- c) Summary of Quantities
- d) Survey Control & Existing Conditions
- e) Plan & Profile Sheets
- f) Erosion Control Plan
- g) Drainage Details
- h) Pavement Repair Section Details
- i) Miscellaneous Details

**4.2.2 Attend 90% Design Review Meeting:** Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 90% design documents and other factors that may affect subsequent services associated with the project.

**4.3 Prepare 90-100% Design**

**4.3.1 Prepare and Submit 100%(Final) Design Drawings:** Consultant shall perform 100% design services for the roadway improvements. Consultant shall prepare and submit 100% design drawings for the proposed improvements, including construction plans and details.

**4.3.2 Attend 100% Design Review Meeting:** Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 100% design documents and other factors that may affect subsequent services associated with the project.

**4.3.3 Prepare Technical Specifications:** Consultant shall prepare final technical specifications as required for bidding. The documents shall be consistent Okaloosa County's procurement procedures for bid solicitation.

**4.4 Prepare Release for Bid Documents**

**4.4.1 Prepare Final Engineer's Opinion of Probable Cost:** Consultant shall prepare a Final Engineer's opinion of probable construction cost for civil/site design bid package contained in the final design documents.

**4.4.2 Provide Quality review of revised design documents:** Consultant shall provide a thorough quality review of the design drawings and shall ensure the documents represent cost-effective construction specifications and materials to support the ultimate improvements.

**4.4.3 Prepare "Release for Bid" Documents:** Consultant shall also prepare final project technical specifications for the proposed improvements. Consultant shall prepare and submit "Release for Bid" documents, including plans and specifications for County records.

**Task 5: Subconsultant Services**

- 5.1 Surveying: Provide horizontal and vertical controls and topography necessary to facilitate the design of the proposed improvements. Includes locating marked utilities, wetland flags and existing conditions not already identified by the County's survey. Legal descriptions of proposed easements will be provided as an additional service. See attached proposal from SAM.
- 5.2 SUE utilities: Provide Quality Level "B" Designating of Subsurface utility main locates and Quality Level "A" Locating of subsurface utility main locates. Includes office and field support, crew mobilization, equipment and materials, Advanced Maintenance of Traffic (MOT) in circumstances that may need lane closer due to truck access and safety issues. See attached proposal from T2ue.
- 5.3 Geotechnical: Evaluate subsoil conditions including unsuitable soils and groundwater for the proposed alignment and potential stormwater pond site(SMS).

**Task 6: Limited Bidding & Construction Phase Services (Hourly Basis Only- As Needed)**

- 6.1 Consultant shall perform limited bidding phase and construction phase services as requested by the County. Requested services may include preparing answers to bidder questions, compiling "Release for Construction" documents, and other services during the bidding and construction phase. Services authorized by the County shall be compensated for on a time-and-materials basis at the contract unit rates established for the General Engineering Services Contract (Exhibit "C").

**SECTION C: EXCLUSIONS AND ASSUMPTIONS**

The following exclusions and assumptions shall apply to this scope of services:

- Assumes the proposed project will qualify for general permitting by NFWFMD per Florida Statutes 62.330.451.
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.
- No public meeting is anticipated.

**SECTION D: OUT-OF-POCKET EXPENSES**

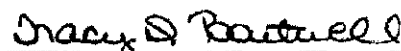
All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

**SECTION E: ADDITIONAL SERVICES**

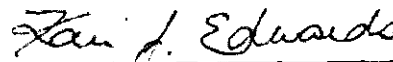
Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

Anticipated deadline for this Task Work Order is May 31, 2022

**End Scope**

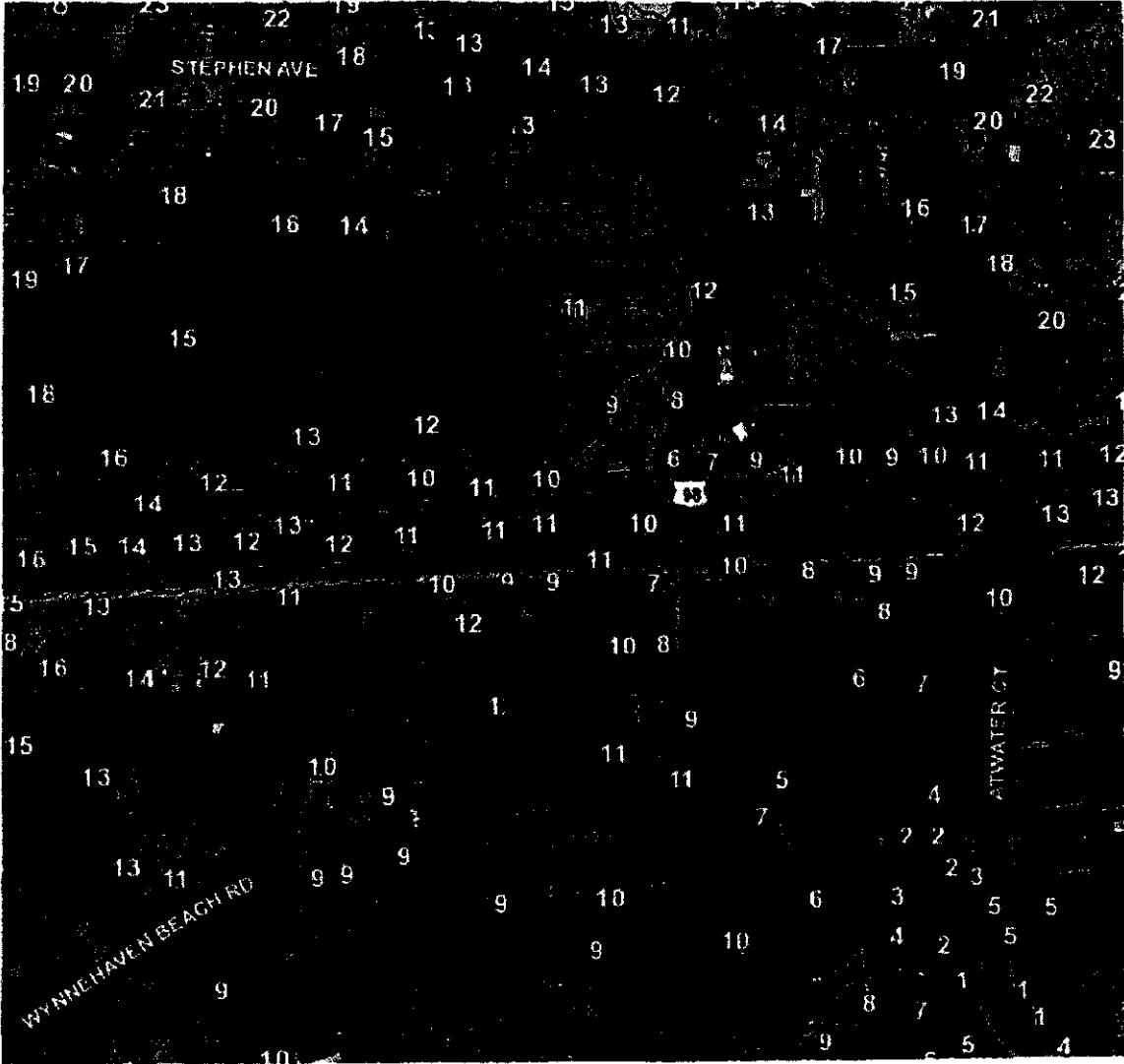


Tracy D. Boutwell, PE  
Principal



Kari G. Edwards, PE  
Project Manager

**EXHIBIT "A"**  
Wynnhaven Beach Road  
Okaloosa County Public Works





Delivery Method:

Email: [kedwards@acp-fl.com](mailto:kedwards@acp-fl.com)

April 21, 2021

**Kari J. Edwards, PE**

Project Manager/ Senior Drainage Engineer

American Consulting Professionals, LLC

4489 Woodbine Road | Pace, FL 32571

850.289.1013 (D) | 281.414.3177 (M)

RE: Wynnehaven Beach Road Project  
Okaloosa County GES, TWO-09  
Mary Esther, Okaloosa County, Florida

Dear Ms. Edwards,

SAM Companies are pleased to provide you with this proposal for professional Surveying services in connection with the above-referenced project. Based upon the request for proposal and the information provided to SAM and upon our previous experience providing surveying services for Okaloosa County projects, we have prepared the attached proposed Scope of Services, Fee Estimate, and Schedule.

After you have reviewed the attached proposed Scope of Services, associated fees and schedule, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to provide this proposal. We are looking forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Brendan Becton". The signature is written in a cursive style with a large initial 'B'.

Brendan Becton, LS / SAM  
Project Manager

Cc: Eric B. Stuart, PSM, Survey Department Manager / SAM

**SAM COMPANIES**

312 Government Ave. / Suite 1 / Niceville, FL 32578

850-678-9932 Office / 844-274-4069 Fax

**sam.biz**



## **Project Overview**

SAM Surveying And Mapping, LLC (SAM) proposes to provide survey data collection of drainage structures and legal descriptions for easements.

## **Scope of Services - Survey**

The following services will be performed for the project and are detailed in the remainder of this proposal:

- Set/establish (or reference to provided) horizontal and vertical survey control.
- DTM of new roadway alignment (red line) assume 50' R/W (east-west), to exclude US Highway 98
- Survey of existing drainage structures / utilities (structures crossing Stephen Avenue and Wynnehaven Beach Road)
- Roadway along Stephen Avenue within the length of the 2 lots where a new connection (red line) can tie (approximately 200' each direction)
- Boundary survey of Okaloosa County Parcel 18-2S-25-0000-0002-0010
- Boundary survey of the specific lines:
  - West line of 217 Stephens Avenue
  - North lines of 18-2S-25-272C-0001-016C and 18-2S-25-272C-0001-0160
- East line of 18-2S-25-272C-0001-016C
- Topographic survey of Wynnehaven Beach Road from 130 Wynnehaven Beach Road, to its connection with US 98
- Based on limited boundary monumentation collected, depict:
  - Calculated north and south right of way lines of Wynnehaven Beach Road from 130 Wynnehaven Beach Road, to its connection with US 98
  - Calculated north and south right of way lines of Stephen Avenue within 2 lots each side of the proposed intersection (approximately 200')
- Locate utility marks and 24 soft dig holes as performed by others.
- Locate approximately 10 wetland flags

## *Survey Assumptions*

The following assumptions were made during the preparation of this Scope of Services. If these assumptions do not prove correct, an additional services change order may be warranted:

- All surveying services will be performed under the direct supervision of a Florida Licensed Professional Surveyor (PSM).
- This is not a Boundary or Right of Way Survey.
- Client will coordinate right-of-entry for any areas requiring access, prior to deployment of SAM field crew(s).
- If stormwater sewer structures contain silting/obstructions, cleaning the structures may be required. SAM will not be responsible for cleaning structures. If stormwater sewer structures are holding water, SAM will obtain approximate invert elevations and pipe sizes. If pumping is required to determine precise measurements and pipe materials, SAM will not be responsible for pumping. If cleaning or pumping is performed after the initial field work is complete, fees for additional mobilization may be required. If pipes are not visible, elevations will be understood to be approximate.
- Additional fees may be necessary if existing conditions dictate that OSHA requirements for confined-



space entry be met. This would include if invert measurements in stormwater sewer structures cannot be obtained from the surface and require entry.

- SAM is not required to resolve any boundary conflicts, title conflicts, ownership issues, or legal interpretations of record documents found during the course of the survey.

**Project Deliverables**

- Digital files in AutoCAD Civil 3D format of the survey.
- Signed/sealed copies and .pdf files of the legal descriptions with sketch.

**Fees**

Survey

64 Hours of 2 Person Survey Crew at \$140.00/hour.....	\$8,960.00
(Set Survey control, locate limited right of way lines; boundary surveys; locate drainage structures)	
10 Hours PSM at \$150.00/hour.....	\$1,500.00
(Project Management and Supervision)	
30 Hours of Cad @ \$100.00/hour.....	\$3,000.00
(Process Topographic Data and prepare Survey)	
<b>Total Lump-Sum cost - .....</b>	<b>\$13,460.00</b>

**Additional Services - Survey**

Additional legal descriptions with sketch: .....\$400.00

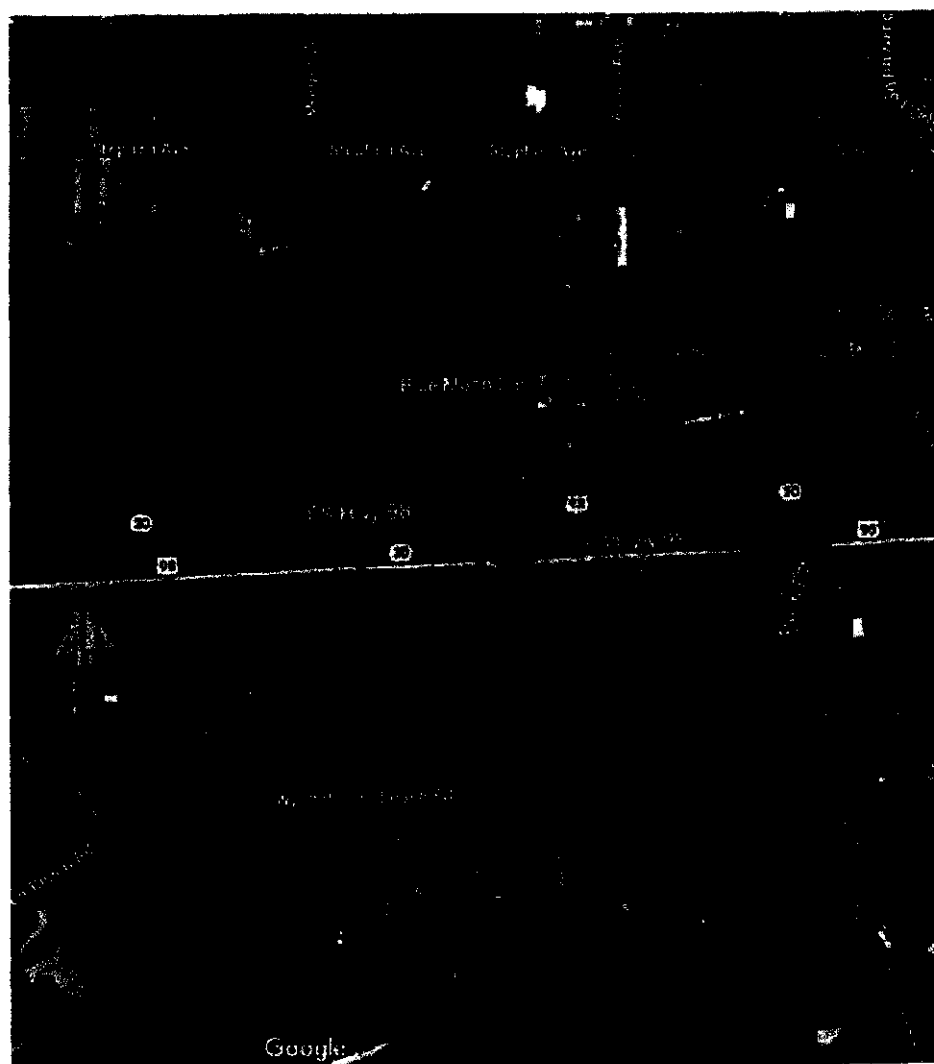
In addition to the services outlined above, SAM will provide additional services as requested by the client on a time and materials basis, based upon our Contract Rate Schedule. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service.





**EXHIBIT A**

Project Area



April 21, 2021



Ms. Kari J. Edwards, PE  
American Consulting Professionals, LLC  
4489 Woodbine Road  
Pace, FL 32571

T2 Utility Engineers

159 SW Spencer Court  
Suite 106  
Lake City, FL 32024  
USA  
Phone 386 755 2626  
Fax 386 755 2507

www.T2ue.com

**RE: Subsurface Utility Engineering and Utility Coordination Proposal for Okaloosa County GES (TWO-09), Wynnehaven Beach Road Mary Esther (Wynnehaven Beach), Okaloosa County, Florida**

Dear Ms. Edwards,

T2 is pleased to provide you this proposal for Professional Subsurface Utility Engineering (SUE) services for the above reference project; Okaloosa County GES (TWO-09), Wynnehaven Beach Road, in Mary Esther (Wynnehaven Beach), Florida. The effort and project limits are based upon on the attached Scope of Services and Attachment "A".

**For this project, we will provide the following services:**

- Quality Level "B" Designating of subsurface utility mains
- Quality Level "A" Locating of subsurface utility mains
- Utility Coordination

***\*Survey of the Quality Level "B" and "A" results will be provided by Surveying And Mapping (SAM) and is not included in this proposal.***

Total **Limiting Amount Fee** for Subsurface Utility Engineering and Utility Coordination Services:

**\$59,567.00**

Our fee proposal is based on the attached scope of services and project limits, and is valid for a period of 30 days from the date of this proposal. Our proposal includes all office and field support, crew mobilization, equipment and material.

T2 is committed to diligently working to complete this project within your schedule, which will require close coordination between American Consulting Professionals and T2. Subsequent to a written agreement being fully executed with terms and conditions acceptable to T2.

We look forward to working with you on this very important project. After reviewing this proposal, should you have any further questions or need additional information, please feel free to contact us.

Kind Regards,

A handwritten signature in black ink, appearing to read 'S.A.' or similar initials, enclosed in a circular scribble.

Steven L. Abbott  
T2 Utility Engineers  
Assistant Project Manager

# Scope of Services



## SUBSURFACE UTILITY ENGINEERING

FOR

American Consulting Professionals

Okaloosa County GES (TWO-09), Wynnehaven Beach Road

Mary Esther (Wynnehaven Beach), Okaloosa County, Florida

### Project Limits:

- The limits for T2 Subsurface Utility Engineering (SUE) services to attempt to designate and locate the existing utilities is shown on Attachment "A", as provided by American Consulting Professionals.

### Scope of Services:

#### Quality Level "B" Designating - Horizontal Marking of Subsurface Utility Mains:

- T2 will attempt to provide Quality Level "B" Designating, marking on the surface the approximate horizontal location of the existing subsurface utility mains shown on Attachment "A" and within the project limits described:
  - **DESIGNATE:**
    - Along both sides (ROW to ROW) of Stephen Ave.; from Morgan Ln. to Austin Ave.
    - Within route of proposed roadway going north of US 98 ROW - north; between US 98 & Stephen Ave. (includes residential & business properties)
    - Along both sides (ROW to ROW) of Wynnehaven Beach Rd.; going 600 ft. south, then west of US 98
    - Within route of proposed roadway going south of US 98; between US 98 & Wynnehaven Beach Rd., including area 150 ft. east of Wynnehaven Beach Rd. (includes residential property)

#### NOTE:

US 98 will Not be included within SUE Limits (area is excluded from this proposal) - EOR will obtain information from FDOT (BCC) for existing project of US 98 Design.

*\*\*It is expected that a number of the above utilities will not be tonable. Therefore, it will take longer to attempt to designate these utilities.*

- By selecting the appropriate electromagnetic and/or geophysical prospecting equipment to include transmitter/receiver combinations along with single - channel Ground Penetrating Radar (GPR), T2 will attempt to Designate (detect and mark) the subsurface utility mains approximate horizontal position on the surface using paint or flags as appropriate based on the field conditions and safety consideration.
- T2 will not be responsible for showing any Gravity Sewer, Storm Drains or any other small service lines and/or hose bib connections within the project limits.

4/21/21

## Scope of Services



**NOTE:**

*T2 will perform these services with due diligence, however, T2 does not guarantee that the utilities can or will be detected, including but not limited to, severely corroded metallic materials or metallic materials located underneath or near other metallic structures. In areas where the equipment cannot be ran directly over the ground surface, a complete investigation will not be possible. The combination of Quality Level "B" Designating along with the Geophysical Investigation will result in a very comprehensive evaluation and detection of subsurface targets within your project limits. Though this investigation may not tell you definitively what the target might be, it will help to identify the location of potential targets.*

*Some existing utilities may not be detectable at the surface using current state of the art geophysical detecting equipment, due to their depth, size, material composition or soil conditions. In these cases, T2 will show the utilities based on any visible surface features and any existing record drawings that have been provided to T2. These utilities shown from surface features and record drawings will be shown as Quality Level "D". Quality Level "A" Locating (VVH Test Holes) may be required for further verification.*

### Quality Level "B" Designating Deliverables:

- T2's field crew will provide field sketches and utility point forms for the Quality Level "B" Designating performed to Surveyors – Surveying And Mapping (SAM). The designating field sketches will be used to QA/QC the survey results of the Quality Level "B" Designating. These field sketches, point's forms, field report and electronic file of the results will be the T2 Quality Level "B" Designating deliverables.

### Survey of Quality Level "B" Designating:

- Survey of the Quality Level "B" Designating results will be provided Surveying And Mapping (SAM).

### Quality Level "A" Locating (VVH Test Holes) using Non-Destructive Vacuum Excavation:

- T2 will attempt to provide Quality Level "A" Locating (VVH Test Holes) using Non-Destructive Vacuum Excavation to visually verify the size, color, material composition, configuration, orientation and depth of existing utility mains at conflict locations within area (Attachment "A") provided by American Consulting Professionals, not to exceed (24) total VVH Test Holes. American Consulting Professionals will identify these VVH Test Hole locations prior to T2 performing.
- T2 does not guarantee that we will be able to perform VVH test holes on utility mains at each location, due to: water table depth, soil conditions, utility depth, truck access, other access obstructions, etc. Advanced Maintenance of Traffic (MOT) is included, in the circumstance that T2 may need to close lane(s) of traffic, due truck access and other safety issues with local traffic.
- In performing the Quality Level "A" Locating (VVH Test Holes), T2 will neatly saw cut and remove existing surface material (not to exceed two hundred twenty-five (225) square inches per cut), NOTE: coring type surface material removal effort is not included in this proposal.
- Upon obtaining necessary measurements on the utility, T2 will then backfill and compact with select material around the utility and provide a restoration of the surface, only within the limits of the cut at the time of the back-fill. The disturbed area will be restored to its original condition prior to the excavation. NOTE: This estimate does not include: any large areas of resurfacing / overlying of asphalt or concrete; curbing, decorative pavers, hardscape/landscape features, etc. of the surface areas.
- T2 will place a suitable semi-permanent above ground markers (i.e., PK nails, steel rods, etc.), on the surface directly above the centerline of the utility being located. Upon completion of the test hole, cleanup will be done on the work site to equal or better condition than before the excavation began.
- Within this proposal, there is an allowance for (1) day of Advanced Maintenance of Traffic (MOT) is included, in the circumstance that T2 may need to close lane(s) of traffic, due to truck access and other safety issues with local traffic.

## Scope of Services



### Quality Level "A" Locating Deliverables:

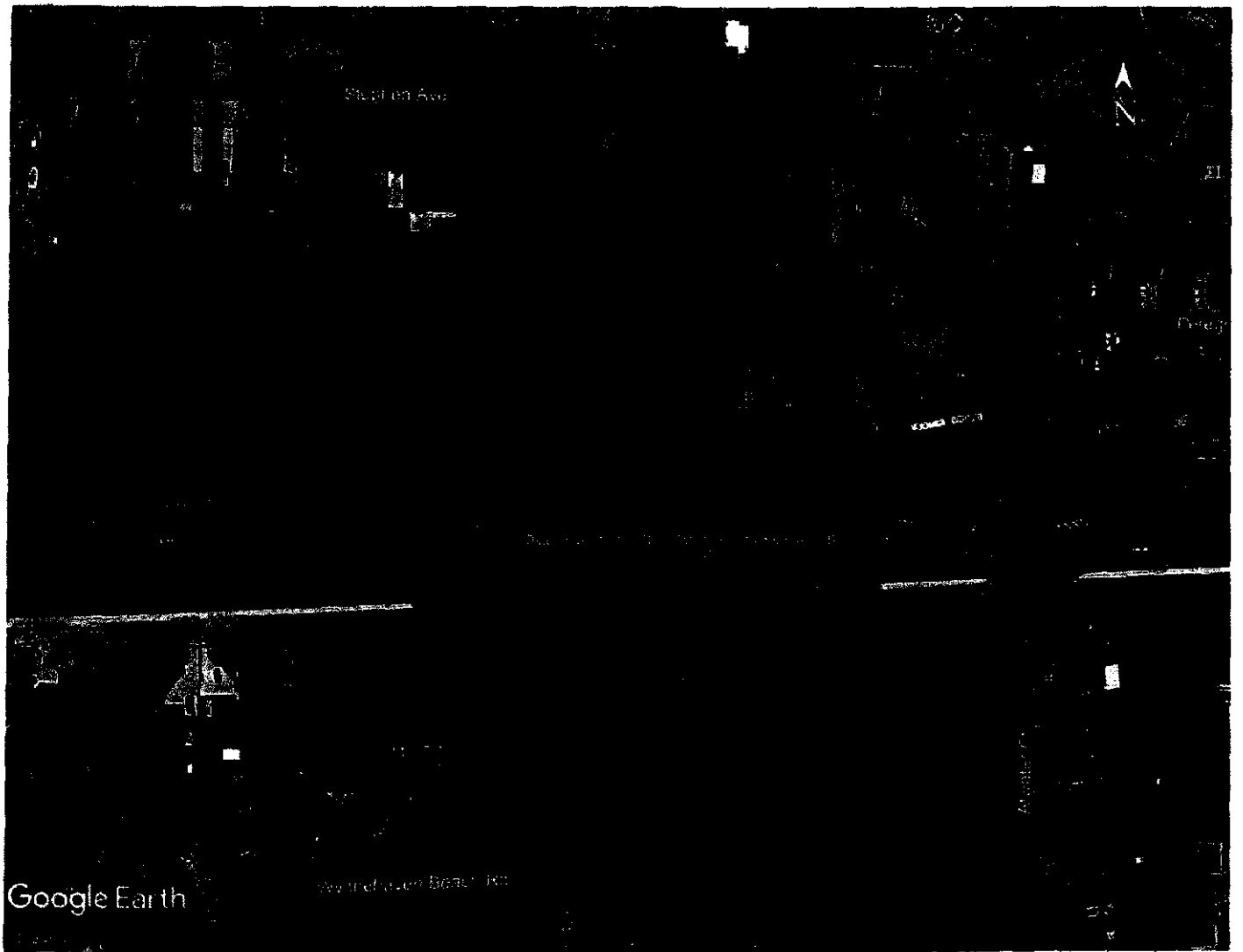
- T2's field crew will provide Test Hole Data Forms for the Quality Level "A" Locating performed to Surveyors – Surveying And Mapping (SAM). The locating - Test Hole Data field forms will be used to QA/QC the survey results of the Quality Level "A" Locating. These Test Hole Data forms, field report and electronic file of the results will be the T2 Quality Level "A" Locating deliverables.

### Survey of Quality Level "A" Locating:

- Survey of the Quality Level "A" Locating results will be provided Surveyors – Surveying And Mapping (SAM).

**NOTE:**

*T2 will not provide Quality Level "A" Locating (VVH Test Holes) at locations known to have hazardous materials or soils as this can damage our equipment and pose a safety hazard to our associates. If a hazardous material or soil is detected, T2 will immediately stop any excavation and notify the client. T2 will not be responsible for any Hazardous material cleanup.*





April 5, 2021

Ms. Kari J. Edwards, P.E.  
American Consulting Professionals, LLC  
4489 Woodbine Road  
Pace, Florida 32571

**Subject:** Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services  
**WYNNHAVEN BEACH ROAD IMPROVEMENTS**  
Mary Esther, Okaloosa County, Florida  
NOVA Proposal Number 016-20212233

Dear Ms. Edwards:

**NOVA Engineering and Environmental LLC (NOVA)** appreciates the opportunity to submit this proposal to provide a subsurface exploration and geotechnical engineering evaluation for the proposed infrastructure improvements in Mary Esther, Okaloosa County, Florida. This proposal summarizes our understanding of the project, describes our approach to the work, and presents our cost estimate and schedule.

#### **PROJECT INFORMATION**

Our understanding of the site and requirements for this project are based on information provided by the client.

The proposed infrastructure improvements will include an approximately 800 lf re-alignment of Wynnhaven Beach Road and extending the roadway from U.S. Highway 98 to Stephens Road in Mary Esther, Florida. The improvements will also include the addition of a stormwater management system (SMS) consisting of a conventional shallow dry stormwater retention basin to treat and dispose of stormwater runoff associated with the planned roadway improvements. We assume that the retention basin will be relatively shallow (i.e., on the order of 5 feet or less in depth, relative to existing site grades).

We acknowledge that our scope of services pertaining to the proposed stormwater management system will need to adhere to the geotechnical requirements of the NFWFMD's ERP Applicant's Handbook. If these assumptions are not accurate, please advise us so that we may adjust our proposed scope of work and costs as appropriate.

**Please note that this exploration is limited to the pavement section and stormwater management system (SMS) design aspects of the proposed improvements project; hence, additional information regarding overall site development is not relevant.**

## PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the proposed roadway alignment and SMS area to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that continuously sampled auger boring data will be sufficient to evaluate the proposed roadway alignment and SMS areas. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

### Proposed Field Exploration

Based on our understanding of the project information stated above, we recommend performing the following field services for this project to evaluate the subsurface conditions present:

- **Roadway:** Perform four (4), 5-foot deep auger borings along the proposed roadway alignment (i.e., 1 boring approximately every 400 linear feet).
- **Pond:** Perform two (2), 15-foot deep (or 2 feet below a confining stratum) auger borings within the proposed SMS basin footprint.

Boring locations will be approximated using the provided site plan and landmarks utilizing hand-held GPS equipment. Soil cuttings from the drilling process will be used for backfilling of the boreholes.

### Laboratory Testing

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. Laboratory testing will also include limited classification tests (up to 5 fines content tests, 5 natural moisture content determinations, 1 LBR test, and 1 permeability test) of representative soils.

Soil samples will be retained in accordance with the attached General Terms and Conditions, unless requested otherwise by the client.

### Evaluation and Report

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.



If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation along the planned roadway alignment.
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- SMS design parameters per NFWMD ERP requirements.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e., sampling, testing, and inspection requirements) for site grading and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

### **SITE UTILITIES**

Prior to beginning field activities, NOVA will contact the State Utility Protection Center, as required by law. They typically require 72 hours' notice to mark utilities on rights-of-way adjacent to the site perimeter. Please note that they will typically not enter private property.

If this planned exploration will be outside the areas where the State Utility Locate Service will not field-mark underground utilities, you (our Client) acknowledge and accept the risks that damage to life and property is possible without further effort to locate and field-mark underground utilities.

If requested, NOVA can provide a private utility locate service for an additional fee to mark the utilities at the specific boring or excavation locations, but beyond normal due-diligence and working with your personnel, we cannot be responsible for encountering utilities. Please note that marking utilities across the entire site is not included in NOVA's work scope.

If you elect to continue without performing proper utility locate, then you agree to hold harmless, defend and indemnify NOVA, its employees, shareholders and principals from any resulting liability incurred.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the CLIENT prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

### COMPENSATION

The fee for our proposed scope of services will be as noted below:

- ♦ **Geotechnical Services:** Complete 6 STB's (up to 50 LF of drilling), Site cleanup (i.e., backfilling of boring locations with soil cuttings), Laboratory testing, Engineering evaluation and Reporting..... **\$2,300 Lump Sum**

The noted cost includes the electronic submittal of the written report to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of the report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

### SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our mechanical drill team can likely mobilize to the site within a day or two of the utility locations being completed.

We anticipate that fieldwork will require approximately 1-2 working days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of the completion of field work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,  
NOVA Engineering and Environmental LLC



Jesse James, P.E.  
Assistant Branch Manager



William L. Lawrence, P.E.  
Senior Regional Engineer

*Attachments: Professional Services Agreement*  
*Schedule of Unit Fees - Geotechnical Services*  
*General Terms and Conditions*

**TASK ORDER APPROVAL FORM**

CONTRACT #: C19-2750-PW

TASK ORDER #: 07

TASK ORDER AMOUNT: \$ 75,050

**CONTRACT# C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/ 1 2 YR RENEWAL**

**OFFERED BY CONSULTANT:**

American Consulting Engineers of Florida, LLC d/b/a American Consulting Professionals, LLC

**FIRM'S NAME**

Jeffery S. Novotny, PE, AICP

**REPRESENTATIVE'S PRINTED NAME**

**SIGNATURE**

Principal/ Managing Member

4/12/2021

**TITLE**

**DATE**

**RECOMMENDED FOR APPROVAL  
(Department Director)**

Jason T. Autrey Digitally signed by Jason T. Autrey, P.E., C.P.M.  
Date: 2021.04.13 10:14:59 -05'00'

**SIGNATURE**

Public Works Director

**DATE**

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual) Table 1**

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde  
Date: 2021.04.13 11:52:26 -05'00'

**PURCHASING MANAGER**

**DATE**

Faye Douglas Digitally signed by Faye Douglas  
Date: 2021.04.13 13:11:45 -05'00'

**OMB DIRECTOR/DATE**

**DATE**

John Hofstad Digitally signed by John Hofstad  
Date: 2021.04.14 14:14:00 -05'00'

**COUNTY ADMINISTRATOR (if applicable)**

**DATE**

CHAIRMAN (if applicable) Carolyn N. Ketchel

**DATE**

Revised January 21, 2020

**CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, INC.  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 0930/2021 W/1 2 YR RENEWALS**



# TASK WORK ORDER SUMMARY

Task Work Order No.: 07  
Contract No.: C19-2750-PW  
ACP Project No.: 5189652  
Date: April 9, 2021

American Consulting Professionals, LLC., (hereafter "CONSULTANT") agrees to perform and complete the following services (hereafter "Services") for Okaloosa County Public Works (hereafter "COUNTY"), in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, all of which terms and conditions are incorporated herein by reference.

1. **Task Name:** Al Hammett Drainage Design
2. **Task Location:** Okaloosa County, Florida
3. **Task Description/ Scope of Services:** Consultant shall perform the professional services contained below.
4. **Compensation:** See Table 1.

<b>Table 1 - Al Hammett Segment 5 Design</b>	
<b>Task 1: Project Management and Coordination</b>	
Project Management/ General Contract/ Meetings	\$ 4,377
Utility Coordination/ Submittals	\$ 2,790
Environmental Coordination/ Permitting	\$ 2,790
Permit Fee	\$ 250
<b>Task 2: Engineering Design Services</b>	
Engineering Analysis	\$ 25,382
Plans and Deliverables	\$ 16,669
<b>TOTAL ENGINEERING FEE (LUMP SUM) =</b>	<b>\$52,258</b>
<b>Task 3: Subconsultant Services</b>	
Surveying (SAM) (Lump Sum)	\$ 5,440
SUE utilities (T2) (Hourly NTE)	\$12,552
<b>TOTAL SUBCONSULTANT FEE =</b>	<b>\$ 17,992</b>
<b>Task 4: Limited Bidding and Construction Phase Services (Hourly NTE)</b>	<b>\$ 4,800</b>
<b>PROJECT TOTAL=</b>	<b>\$ 75,050</b>

## SECTION A: PURPOSE

The purpose of this project is to incorporate the recommended Segment 5 improvements documented in the Al-Hammett Drainage Evaluation Report. These improvements will offset the impacts caused by the unpermitted culvert extensions recently constructed between Skylark Road and Al Hammett Road.

The purpose of this scope includes providing survey, utility coordination, design, right of way acquisition, bidding and construction phase services to construct a secondary conveyance system from the undersized unpermitted cross drain under Al Hammett Road to the outfall under Skylark Road.

**American Consulting Professionals, LLC**

4489 Woodbine Road • Pace, Florida 32571 • 850.289.1000 • www.acp-americas.com



The scope of work details the design phase services and limited bidding and construction phase services to be performed by Consultant for this project.

The project tasks identified for this contract generally include the following:

- Project Management and Coordination throughout the design phase
- Topographical Survey and Easement Legal Descriptions for Acquisition
- Right of way acquisition services to secure easements for construction
- Utility coordination and SUE
- Preparation of design drawings and specifications
- Preparation of stormwater permit exemption application and coordination with Permitting agencies
- Performance of limited bid and construction phase services as requested by the County

## **SECTION B: SCOPE OF SERVICES**

### **Task 1: Project Management and Coordination**

- 1.1 Coordinate Design Criteria with Okaloosa County: Consultant shall coordinate with County staff to ensure that the design is in accordance with the objectives of the client.
- 1.2 Coordinate Topographic Survey with Subconsultant: Consultant shall coordinate with a qualified survey and mapping subconsultant to facilitate a topographic survey to serve as the basis for the design and as the basis for estimating project construction costs.
- 1.3 Kick-Off Meeting and Site Review: Consultant shall participate in a kick-off meeting with subconsultant staff and County (if necessary) to review the project approach and details of the project. Consultant shall review the site to observe existing conditions and document observed features impacting the project and associated right-of-way.
- 1.4 Coordinate with Local Utility Providers: Consultant shall coordinate with the local utility providers to identify the existing utilities and existing easements. Review UAO's
- 1.5 Coordinate with Permitting Agencies: Consultant will attend a pre-application meeting with NFWFMD and file for a General Permit as applicable. Includes two RAIs to resolve any permitting issues. Permit fee (\$250).

### **Task 2: Engineering Design Services**

#### **2.1 Prepare 0%-30% Design**

- 2.1.1 Prepare 30% Design Drawings: Consultant shall perform 30% design services for the roadway improvements. Consultant shall prepare and submit electronically 30% design drawings for the proposed improvements, including preliminary construction plans, details and an opinion of probable construction costs.
- 2.1.2 Attend 30% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 30% design documents and other factors that may affect subsequent services associated with the project.

## 2.2 Prepare Design 30%-90%

- 2.2.1 Prepare and Submit 90% Design Drawings: Consultant shall perform 90% design services for the roadway improvements. Consultant shall prepare and submit electronically 90% design drawings for the proposed improvements, including preliminary construction plans, details, and an opinion of probable construction costs. Drawings are anticipated to include:
- a) Cover Sheet
  - b) General Notes
  - c) Summary of Quantities
  - d) Survey Control & Existing Conditions
  - e) Plan & Profile Sheets
  - f) Erosion Control Plan
  - g) Drainage Details
  - h) Pavement Repair Section Details
  - i) Miscellaneous Details
- 2.2.2 Attend 90% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 90% design documents and other factors that may affect subsequent services associated with the project.

## 2.3 Prepare 90%-100% Design

- 2.3.1 Prepare and Submit 100% Design Drawings: Consultant shall perform 100% design services for the roadway improvements. Consultant shall prepare and submit electronically 100% design drawings for the proposed improvements, including construction plans and details.
- 2.3.2 Attend 100% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 100% design documents and other factors that may affect subsequent services associated with the project.
- 2.3.3 Prepare Technical Specifications: Consultant shall prepare final technical specifications as required for bidding. The documents shall be consistent FDOT procurement procedures for bid solicitation.

## 2.4 Prepare Release for Bid Documents

- 2.4.1 Prepare Final Engineer's Opinion of Probable Cost: Consultant shall prepare a Final Engineer's opinion of probable construction cost for civil/site design bid package contained in the final design documents.
- 2.4.2 Provide Quality review of revised design documents: Consultant shall provide a thorough quality review of the design drawings and shall ensure the documents represent cost-effective construction specifications and materials to support the ultimate improvements.
- 2.4.3 Prepare "Release for Bid" Documents: Consultant shall also prepare final project technical specifications for the proposed improvements. Consultant shall prepare and

submit "Release for Bid" documents, including plans and specifications for County records.

### **Task 3: Subconsultant Services**

- 3.1 Surveying: Provide horizontal and vertical controls and topography necessary to facilitate the design of the proposed improvements. Includes locating marked utilities, wetland flags and existing conditions not already identified by the County's survey. Legal descriptions of proposed easements will be provided. Full scope of services is included in the proposal from Surveying & Mapping, Inc. (SAM) attached.
- 3.2 SUE utilities: Provide Quality Level "B" Designating of Subsurface utility main locates and Quality Level "A" Locating of subsurface utility main locates. Includes office and field support, crew mobilization, equipment and materials, Advanced Maintenance of Traffic (MOT) in circumstances that may need lane closer due to truck access and safety issues. Full scope of services is included in the proposal from T2 Utility Engineers, Inc.(T2) attached.

### **Task 4: Limited Bidding & Construction Phase Services (Hourly Basis Only- As Needed)**

- 4.1 Consultant shall perform limited bidding phase and construction phase services as requested by the County. Requested services may include preparing answers to bidder questions, compiling "Release for Construction" documents, and other services during the bidding and construction phase. Services authorized by the County shall be compensated for on a time-and-materials basis at the contract unit rates established for the General Engineering Services Contract (Exhibit "C").

### **SECTION C: EXCLUSIONS AND ASSUMPTIONS**

The following exclusions and assumptions shall apply to this scope of services:

- Assumes the proposed project is exempt from ERP stormwater mitigation per Florida Statutes 62.330.051 (9)(a). General Permit under 62.330.451 is anticipated to be used.
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.
- FDOT Standard Plans dated FY 2021-22 and Standard Specifications for Road and Bridge Construction dated Jan 2021 shall be used for this project.

### **SECTION D: OUT-OF-POCKET EXPENSES**

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.



**SECTION E: ADDITIONAL SERVICES**


Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

**END OF SCOPE**

Anticipated deadline for this Task Work Order is December 31, 2021



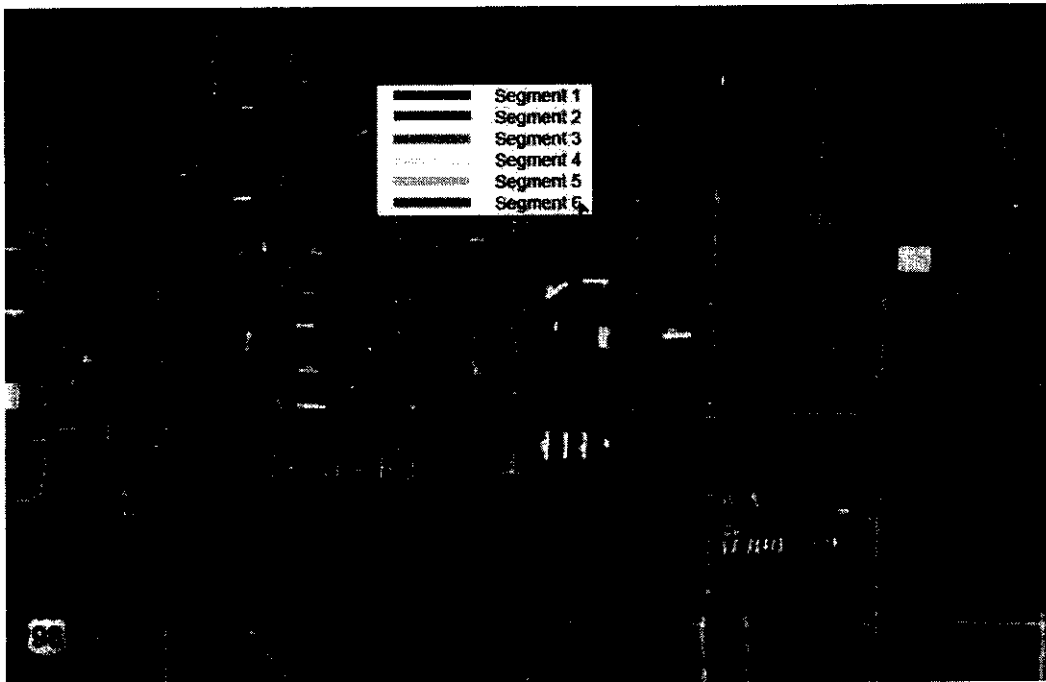
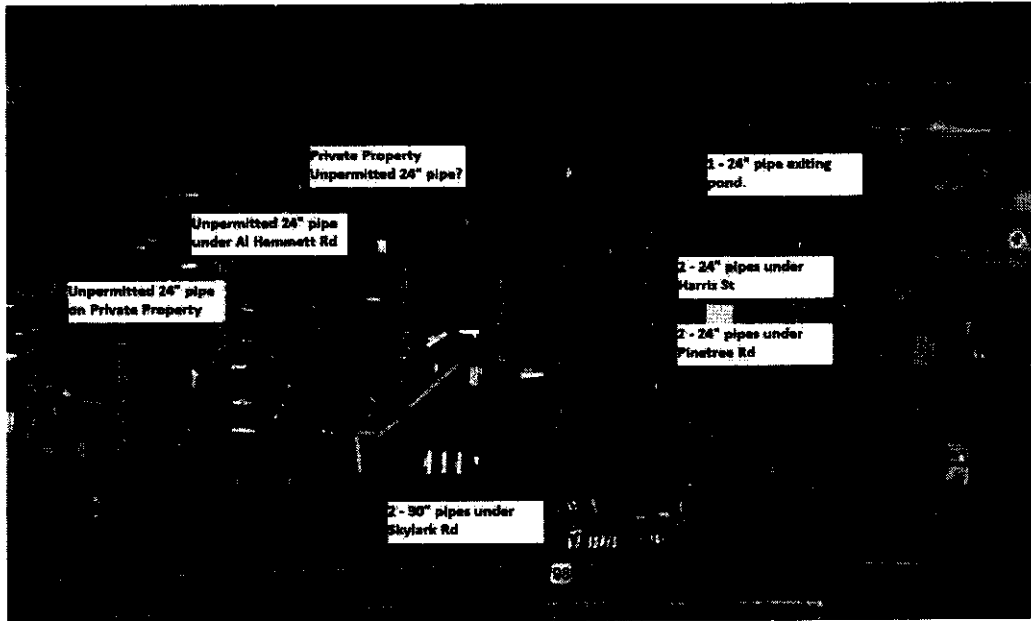
Tracy D. Butwell, PE  
Principal



Kari G. Edwards, PE  
Project Manager

Accepted By: \_\_\_\_\_  
Jason Autrey, Director of Public Works

**EXHIBIT "A"**  
Al Hammett Existing Drainage Conditions  
Okaloosa County Public Works





**Delivery Method:**

Email: [kedwards@acp-fl.com](mailto:kedwards@acp-fl.com)

April 7, 2021

**Kari J. Edwards, PE**

Project Manager/ Senior Drainage Engineer  
**American Consulting Professionals, LLC**  
4489 Woodbine Road | Pace, FL 32571  
850.289.1013 (D) | 281.414.3177 (M)

**RE: Al Hammett Road Project**  
**Okaloosa County GES, TWO-07**  
**Mary Esther, Okaloosa County, Florida**

Dear Ms. Edwards,

SAM Companies are pleased to provide you with this proposal for professional Surveying services in connection with the above-referenced project. Based upon the request for proposal and the information provided to SAM and upon our previous experience providing surveying services for Okaloosa County projects, we have prepared the attached proposed Scope of Services, Fee Estimate, and Schedule.

After you have reviewed the attached proposed Scope of Services, associated fees and schedule, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to provide this proposal. We are looking forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Brendan Becton". The signature is written in a cursive style with a large initial 'B'.

Brendan Becton, LS / SAM  
Project Manager

Cc: Eric B. Stuart, PSM, Survey Department Manager / SAM

**SAM COMPANIES**

312 Government Ave. / Suite 1 / Niceville, FL 32578  
850-678-9932 Office / 844-274-4069 Fax

**sam.biz**



## **Project Overview**

SAM Surveying And Mapping, LLC (SAM) proposes to provide survey data collection of drainage structures and legal descriptions for easements.

## **Scope of Services – Survey**

The following services will be performed for the project and are detailed in the remainder of this proposal:

- Set/establish (or reference to provided) horizontal and vertical survey control.
- Locate both sides of the cross drains under Al Hammett Road and Skylark Road.
- Locate a profile along the Segment 5 pipe between Al Hammett Road and Skylark Road.
- Locate utility marks and soft dig holes as performed by others.
- Show approximate, calculated right of way and lot lines based on collecting limited monumentation by SAM.
- Prepare 4 legal descriptions with sketch for easements for proposed Segment 5.

### *Survey Assumptions*

The following assumptions were made during the preparation of this Scope of Services. If these assumptions do not prove correct, an additional services change order may be warranted:

- All surveying services will be performed under the direct supervision of a Florida Licensed Professional Surveyor (PSM).
- This is not a Boundary or Right of Way Survey.
- Client will coordinate right-of-entry for any areas requiring access, prior to deployment of SAM field crew(s).
- If stormwater sewer structures contain silting/obstructions, cleaning the structures may be required. SAM will not be responsible for cleaning structures. If stormwater sewer structures are holding water, SAM will obtain approximate invert elevations and pipe sizes. If pumping is required to determine precise measurements and pipe materials, SAM will not be responsible for pumping. If cleaning or pumping is performed after the initial field work is complete, fees for additional mobilization may be required. If pipes are not visible, elevations will be understood to be approximate.
- Additional fees may be necessary if existing conditions dictate that OSHA requirements for confined-space entry be met. This would include if invert measurements in stormwater sewer structures cannot be obtained from the surface and require entry.
- SAM is not required to resolve any boundary conflicts, title conflicts, ownership issues, or legal interpretations of record documents found during the course of the survey.

## **Project Deliverables**

- Digital files in AutoCAD Civil 3D format of the survey.
- Signed/sealed copies and .pdf files of the legal descriptions with sketch.



**Fees**

Survey

16 Hours of 2 Person Survey Crew at \$140.00/hour.....	\$2,240.00
(Set Survey control, locate limited boundary monuments; locate profile; locate drainage structures)	
8 Hours PSM at \$150.00/hour.....	\$1,200.00
(Project Management and Supervision)	
20 Hours of Cad @ \$100.00/hour.....	<u>\$2,000.00</u>
(Process Topographic Data and prepare Survey; Prepare legal descriptions with sketch)	
<b>Total Lump-Sum cost - .....</b>	<b>\$5,440.00</b>

**Additional Services – Survey**

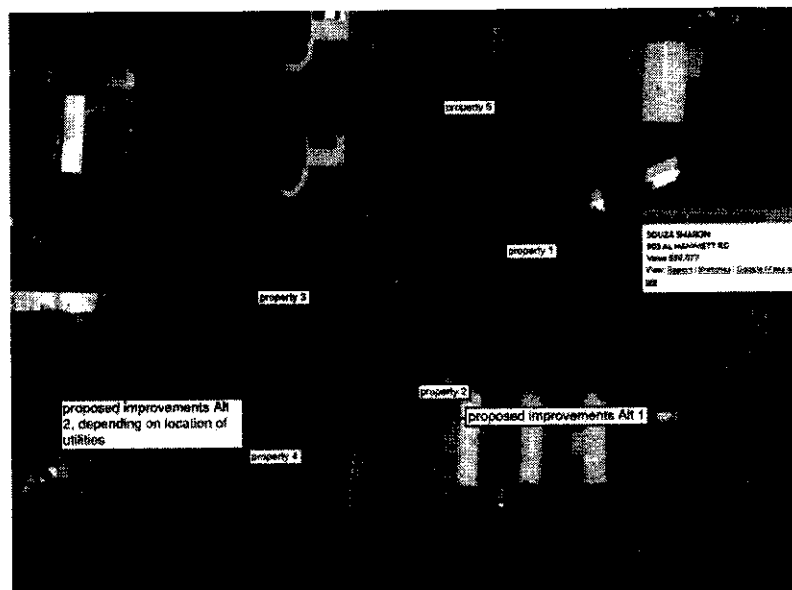
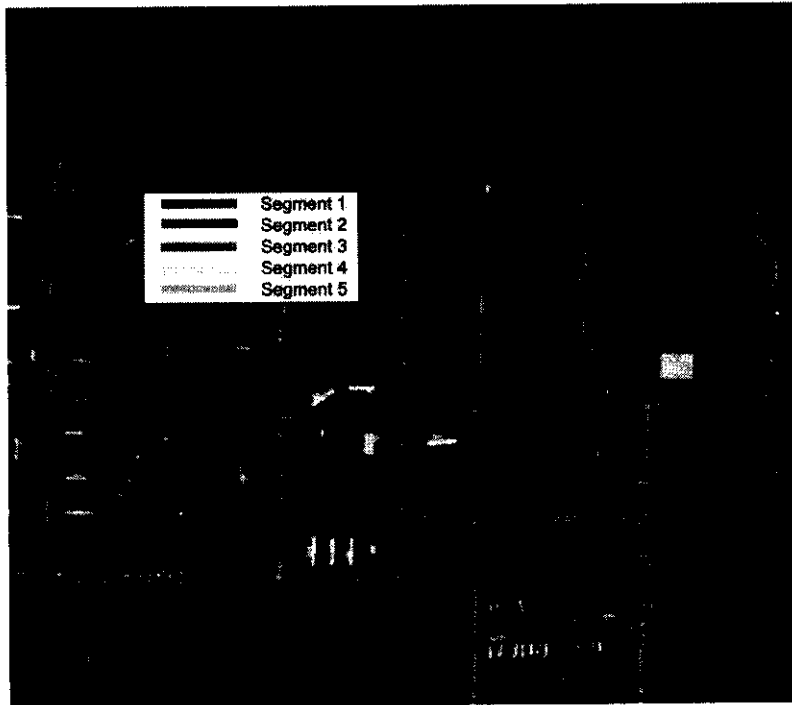
Additional legal description with sketch: .....	\$400.00
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In addition to the services outlined above, SAM will provide additional services as requested by the client on a time and materials basis, based upon our Contract Rate Schedule. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service.



**EXHIBIT A**

Project Limits





**SAM Surveying And Mapping, LLC**  
312 Government Avenue, Suite 1, Niceville, FL 32528  
Ofc 850.678.9932 Fax 850.678.9936  
info@sam.biz www.sam.biz

**SAM Surveying and Mapping, LLC Fee Schedule**

	Oct 2018-Oct 2021	Nov 2021-Oct 2023
2 Person Survey Crew	\$140.00	\$145.00
3 Person Survey Crew	\$175.00	\$182.00
Survey Technician	\$100.00	\$104.00
Professional Surveyor & Mapper	\$150.00	\$156.00

April 5, 2021



Ms. Kari J. Edwards, PE  
American Consulting Professionals, LLC  
4489 Woodbine Road  
Pace, FL 32571

T2 Utility Engineers  
159 SW Spencer Court  
Suite 106  
Lake City, FL 32024  
USA  
Phone 386 755 2626  
Fax 386 755 2507  
[www.T2ue.com](http://www.T2ue.com)

**RE: Subsurface Utility Engineering Proposal for Okaloosa County GES (TWO-07), Al Hammett Road Design ~Segment #5 Mary Esther (Florosa), Okaloosa County, Florida**

Dear Ms. Edwards,

T2 is pleased to provide you this proposal for Professional Subsurface Utility Engineering (SUE) services for the above reference project; Okaloosa County GES (TWO-07), Al Hammett Road Design ~Segment #5, in Mary Esther (Florosa), Florida. The effort and project limits are based upon on the attached Scope of Services and **Attachments "A" and "B"**.

**For this project, we will provide the following services:**

- Quality Level "B" Designating of subsurface utility mains
- Quality Level "A" Locating of subsurface utility mains

*\*Survey of the Quality Level "B" and "A" results will be provided by Surveying And Mapping (SAM) and is not included in this proposal.*

Total **Limiting Amount Fee** for Subsurface Utility Engineering Services: **\$12,552.00**

Our fee proposal is based on the attached scope of services and project limits, and is valid for a period of 30 days from the date of this proposal. Our proposal includes all office and field support, crew mobilization, equipment and material. Our proposal also includes cost for Advanced Maintenance of Traffic (MOT) in the circumstance that T2 may need to close lane(s) of traffic, due truck access and other safety issues with local traffic.

T2 is committed to diligently working to complete this project within your schedule, which will require close coordination between American Consulting Professionals and T2. Subsequent to a written agreement being fully executed with terms and conditions acceptable to T2.

We look forward to working with you on this very important project. After reviewing this proposal, should you have any further questions or need additional information, please feel free to contact us.

Kind Regards,

A handwritten signature in black ink, appearing to read 'S.A.' or similar initials, enclosed in a circular scribble.

Steven L. Abbott  
T2 Utility Engineers  
Assistant Project Manager



# Scope of Services



## SUBSURFACE UTILITY ENGINEERING

FOR

**American Consulting Professionals**

**Okaloosa County GES (TWO-07), Al Hammett Road Design ~Segment #5**

**Mary Esther (Florosa), Okaloosa County, Florida**

### Project Limits:

- The limits for T2 Subsurface Utility Engineering (SUE) services to attempt to designate and locate the existing utilities is shown on **Attachment "A" ~Segment #5**, as provided by American Consulting Professionals.

### Scope of Services:

#### Quality Level "B" Designating - Horizontal Marking of Subsurface Utility Mains:

- T2 will attempt to provide Quality Level "B" Designating, marking on the surface the approximate horizontal location of the existing subsurface utility mains within the project limits described:
  - **DESIGNATE:**
    - **Along the both sides of Al Hammett Rd. going 225 ft. north of Skylark Rd., within the shaded/outlined area (Attachment "B")**
    - **Along the both sides of Skylark Rd. going 225 ft. west of Al Hammett Rd., within the shaded/outlined area (Attachment "B")**
  - **Anticipated Utilities:**  
Water Main, Force Main (Sewer), Gas, Buried Telephone, Cable Television and Unknown  
*\*\*It is expected that a number of the above utilities will not be tonable. Therefore, it will take longer to attempt to designate these utilities.*
- By selecting the appropriate electromagnetic and/or geophysical prospecting equipment to include transmitter/receiver combinations along with single – channel Ground Penetrating Radar (GPR), T2 will attempt to Designate (detect and mark) the subsurface utility mains approximate horizontal position on the surface using paint or flags as appropriate based on the field conditions and safety consideration.
- T2 will not be responsible for showing any Gravity Sewer, Storm Drains or any other small service lines and/or hose bib connections within the project limits.

# Scope of Services



**NOTE:**

*T2 will perform these services with due diligence, however, T2 does not guarantee that the utilities can or will be detected, including but not limited to, severely corroded metallic materials or metallic materials located underneath or near other metallic structures. In areas where the equipment cannot be ran directly over the ground surface, a complete investigation will not be possible. The combination of Quality Level "B" Designating along with the Geophysical Investigation will result in a very comprehensive evaluation and detection of subsurface targets within your project limits. Though this investigation may not tell you definitively what the target might be, it will help to identify the location of potential targets.*

*Some existing utilities may not be detectable at the surface using current state of the art geophysical detecting equipment, due to their depth, size, material composition or soil conditions. In these cases, T2 will show the utilities based on any visible surface features and any existing record drawings that have been provided to T2. These utilities shown from surface features and record drawings will be shown as Quality Level "D". Quality Level "A" Locating (VVH Test Holes) may be required for further verification.*

## Quality Level "B" Designating Deliverables:

- T2's field crew will provide field sketches and utility point forms for the Quality Level "B" Designating performed to Surveyors – Surveying And Mapping (SAM). The designating field sketches will be used to QA/QC the survey results of the Quality Level "B" Designating. These field sketches, point's forms, field report and electronic file of the results will be the T2 Quality Level "B" Designating deliverables.

## Survey of Quality Level "B" Designating:

- Survey of the Quality Level "B" Designating results will be provided Surveying And Mapping (SAM).

## Quality Level "A" Locating (VVH Test Holes) using Non-Destructive Vacuum Excavation:

- T2 will attempt to provide Quality Level "A" Locating (VVH Test Holes) using Non-Destructive Vacuum Excavation to visually verify the size, color, material composition, configuration, orientation and depth of existing utility mains at conflict locations within area (**Attachment "B"**) provided by American Consulting Professionals, **not to exceed eight (8) total VVH Test Holes**. American Consulting Professionals will identify these VVH Test Hole locations prior to T2 performing.
- T2 does not guarantee that we will be able to perform VVH test holes on utility mains at each location, due to: water table depth, soil conditions, utility depth, truck access, other access obstructions, etc. Advanced Maintenance of Traffic (MOT) is included, in the circumstance that T2 may need to close lane(s) of traffic, due truck access and other safety issues with local traffic.
- In performing the Quality Level "A" Locating (VVH Test Holes), T2 will neatly saw cut and remove existing surface material (not to exceed two hundred twenty-five (225) square inches per cut), NOTE: coring type surface material removal effort is not included in this proposal.
- Upon obtaining necessary measurements on the utility, T2 will then backfill and compact with select material around the utility and provide a restoration of the surface, only within the limits of the cut at the time of the back-fill. The disturbed area will be restored to its original condition prior to the excavation. **NOTE: This estimate does not include: any large areas of resurfacing / overlying of asphalt or concrete; curbing, decorative pavers, hardscape/landscape features, etc. of the surface areas.**
- T2 will place a suitable semi-permanent above ground markers (i.e., PK nails, steel rods, etc.), on the surface directly above the centerline of the utility being located. Upon completion of the test hole, cleanup will be done on the work site to equal or better condition than before the excavation began.

# Scope of Services



## Quality Level "A" Locating Deliverables:

- T2's field crew will provide Test Hole Data Forms for the Quality Level "A" Locating performed to Surveyors – Surveying And Mapping (SAM). The locating - Test Hole Data field forms will be used to QA/QC the survey results of the Quality Level "A" Locating. These Test Hole Data forms, field report and electronic file of the results will be the T2 Quality Level "A" Locating deliverables.

## Survey of Quality Level "A" Locating:

- Survey of the Quality Level "A" Locating results will be provided Surveyors – Surveying And Mapping (SAM).

**NOTE:**

*T2 will not provide Quality Level "A" Locating (VVH Test Holes) at locations known to have hazardous materials or soils as this can damage our equipment and pose a safety hazard to our associates. If a hazardous material or soil is detected, T2 will immediately stop any excavation and notify the client. T2 will not be responsible for any Hazardous material cleanup.*

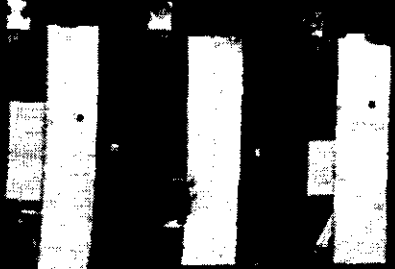
ATTACHMENT "B"

Al Hammett Rd.



T2 SUE LIMITS

EXISTING PIPE



Skylark Rd.

JUNCTION BOX WITH GRATE INLET

PROPOSED PIPE- ALT 1

PROPOSED PIPE- ALT 2

PROPOSED DITCH GRADING

ark Rd

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project:  
County:  
A/E Contract No.:  
Statement of Work No.:

Okaloosa County GES, Al Hammett Road Design (TWO-07) - Segment #5  
Okaloosa

Consultant Name: T2 Utility Engineers  
Consultant No.:  
Date: 4/5/2021  
Estimator: S. Abbott

Staff Classification	Total Staff Hours From 'SH Summary - Firm'	SUR Chief Surveyor	SUR Project Surveyor	SUR Survey/GIS/SU E Analyst 3 (Senior)	SUR Secretary/Clerical	SUR SUE Technician 3 (Senior)	Senior Utility Coordinator	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0	\$192.00	\$116.00	\$107.00	\$95.00	\$150.00	\$144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	12	0	0	0	3	6	3	0	0	0	0	0	0	12	\$1,407	\$117.25
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>		
<b>Total Staff Cost</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$195.00</b>	<b>\$780.00</b>	<b>\$432.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,407.00</b>	<b>\$117.25</b>

**SALARY RELATED COSTS:**

OVERHEAD:	0%	\$0.00
OPERATING MARGIN:	0%	\$0.00
FCOM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00

<b>SURVEY EFFORT</b>	<b>0.00</b>	<b>Total Crew Days</b>	
3 Person Survey Crew	0.00	Hours	\$ 198.00 / hour
		<b>Total Survey Effort</b>	<b>\$0.00</b>

<b>DESIGNATING EFFORT</b>	<b>1.20</b>	<b>Total Crew Days</b>	
3 Person Designating Crew	12.00	Hours	\$ 292.00 / hour
		<b>Total Designating Effort</b>	<b>\$3,504.00</b>

<b>LOCATING EFFORT</b>	<b>1.20</b>	<b>Total Crew Days</b>	
3 Person Locating Crew	12.00	Hours	\$ 348.00 / hour
		<b>Total Locating Effort</b>	<b>\$4,176.00</b>

<b>Maintenance of Traffic</b>	<b>8</b>	<b>Hours</b>	<b>\$ 270.00 / hour</b>	<b>\$2,160.00</b>
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**SUBTOTAL ESTIMATED FEE: \$11,247.00**

**SUBTOTAL ESTIMATED FEE: \$11,247.00**  
**Travel Expenses (crew hotel & per diem) \$1,306.00**  
**GRAND TOTAL ESTIMATED FEE: \$12,552.00**

- Notes:**  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee  
 2. Crew days are based on 10 hour days

Rates used from ACP - Okaloosa Co. GEC MSA (C19-2750-PW) Public Works



**Cardno, Inc.**  
159 SW Spencer Court, Suite 106  
Lake City, Florida 32024  
Tel 386 755 2626  
[www.cardno.com](http://www.cardno.com)

**Okaloosa County**  
**General Engineering Services for Public Works**  
**Loaded Billing Rates**  
**September 17, 2018**

<b>Position</b>	<b>Year 1-3 Rate/Hour</b>	<b>Year 4-5 Escalation 3.77%</b>
SUR Chief Surveyor	\$192.00	\$199.00
SUR Project Surveyor	\$116.00	\$120.00
SUR Survey/GIS/SUE Analyst 3 (Senior)	\$107.00	\$111.00
SUR Field Supervisor	\$94.00	\$98.00
SUR Party Chief	\$70.00	\$73.00
SUR Survey Technician 1	\$58.00	\$60.00
Secretary / Clerical	\$65.00	\$68.00
Senior Utility Coordinator	\$144.00	\$150.00
2-Person Survey Crew	\$128.00	\$133.00
3-Person Survey Crew	\$198.00	\$205.00
4-Person Survey Crew	\$256.00	\$265.00
SUR SUE Technician 3 (Senior)	\$130.00	\$135.00
SUR SUE Technician 2 (Junior)	\$70.00	\$72.00
2-Person Designating Crew	\$222.00	\$230.00
3-Person Designating Crew	\$292.00	\$303.00
2-Person Locating Crew	\$278.00	\$288.00
3-Person Locating Crew	\$348.00	\$361.00
Maintenance of Traffic	\$270.00	\$280.00



October 30, 2019

Mr. Jason Autrey  
Okaloosa County Public-Work Director  
1759 S. Ferdon Blvd.  
Crestview, Florida 32536

Re: Cardno, Inc. demerges with T2 UES, Inc. d/b/a T2 Utility Engineers

Dear Mr. Autrey:

~~Reference is made to the Agreement between Okaloosa County and American Consulting Professionals, LLC, for General Engineering Services for Okaloosa Public Works as governed by Florida Statute 287.055 dated November 6, 2018 (the "Agreement").~~

American was notified that Cardno, Inc., duly licensed to conduct business in the State of Florida, has demerged their Utility Engineering and Surveying divisions into a stand-alone corporation. The company T2 Utility Engineers, with company headquarters in Indianapolis, Indiana, will maintain the same leadership team and personnel under the original contract and will be effective immediately. A letter of notification is attached for your information.

Pursuant to Paragraph 13.9 of the Agreement, we respectfully request that the County consent to the assignment of the Agreement to T2 UES, Inc. d/b/a T2 Utility Engineers as a sub-consultant of American Consulting Professionals, LLC, and acknowledge that the Agreement shall continue in full force and effect subsequent to Cardno, Inc. demerge with their Utility and Surveying divisions. Such consent and acknowledgment may be affected by executing and dating a copy of this letter in the space provided and returning the signed copy by email to the undersigned at [kedwards@acp-fl.com](mailto:kedwards@acp-fl.com).

If you have any questions regarding the demerge and would like to speak to a member of T2 Utility Engineers, please contact Craig Snyder at 727.639.4571.

Sincerely,  
American Consulting Professionals, LLC

*Kari J. Edwards, P.E.*  
Kari J. Edwards, P.E.  
Project Manager  
[kedwards@acp-fl.com](mailto:kedwards@acp-fl.com)  
ph: 850-289-1013

The undersigned, a duly authorized representative of the below named entity does hereby consent to the transactions described above.

Okaloosa County  
By: *[Signature]*  
Name: Jason Autrey  
Title: PWP  
Date: 3/6/20



# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2750-PW

TASK ORDER #: 06

TASK ORDER AMOUNT: \$ 11,092

CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEER'S INC.  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

American Consulting Engineers of Florida, LLC

FIRM'S NAME

Scott Korpi, PE

REPRESENTATIVE'S PRINTED NAME

**Scott Korpi**

Digitally signed by Scott Korpi  
Date: 2021.02.16 13:27:59 -05'00'

SIGNATURE

Principal/ Managing Member

2/16/2021

TITLE

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

**Jason T. Autrey  
P.E., C.P.M.**

Digitally signed by Jason T.  
Autrey, P.E., C.P.M.  
Date: 2021.02.18 11:48:21  
-06'00'

SIGNATURE

TITLE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual) Table 1**

**Jeffrey A  
Hyde**

Digitally signed by Jeffrey  
A Hyde  
Date: 2021.02.19 09:11:57  
-06'00'

PURCHASING MANAGER

DATE

OMB DIRECTOR/DATE

DATE

CHAIRMAN (if applicable)

DATE





# TASK WORK ORDER SUMMARY

Task Work Order No.: 06  
Contract No.: C19-2750-PW  
ACP Project No.: 5189652  
Date: February 16, 2021

American Consulting Professionals, LLC., (hereafter "CONSULTANT") agrees to perform and complete the following services (hereafter "Services") for Okaloosa County Public Works (hereafter "COUNTY"), in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, all of which terms and conditions are incorporated herein by reference.

1. **Task Name:** Al Hammett Drainage Evaluation
2. **Task Location:** Okaloosa County, Florida
3. **Task Description/ Scope of Services:** Consultant shall perform the professional services contained below.
4. **Compensation:** For all the work performed in accordance with Task 1 and Task 2, the CONSULTANT shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Eleven-thousand ninety-two and 00/100 dollars (\$ 11,092 LS)** derived as follows:

Al Hammett Drainage Evaluation	
Task 1: Al Hammett Drainage Evaluation Report	\$ 9,720.00
Senior Project Engineer (12hrs @ \$190)	
Engineer (60hrs @ \$124)	
Task 2: Cost Estimate	\$ 1,372.00
Senior Project Engineer (2hrs @ \$190)	
Engineer (8hrs @ \$124)	
TOTAL LUMP SUM FEE =	\$ 11,092.00

### Scope of Services

The purpose of this project is to provide an existing conditions evaluation of the unpermitted improvements to the surface drainage system near Al Hammett Rd. Drainage culverts crossing Skylark Rd, Al Hammett Rd and Pinetree Rd will be evaluated using available Lidar Data and ICPR modeling to determine appropriate sizing, function and conveyance to the outfall. Proposed concept alternatives for improvements will be provided. Survey will be provided by the County.

American will provide a technical memo report of the existing conditions and a conceptual drawing showing proposed improvements for use by the County in assessing budgetary needs for further development of design plans and construction. A cost estimate will also be provided. No permits will be acquired as part of this task work order.

Anticipated deadline for this Task Work Order is March 31, 2021

### End Scope

*Tracy D. Boutwell*

Tracy D. Boutwell, PE  
Principal

*Kari J. Edwards*

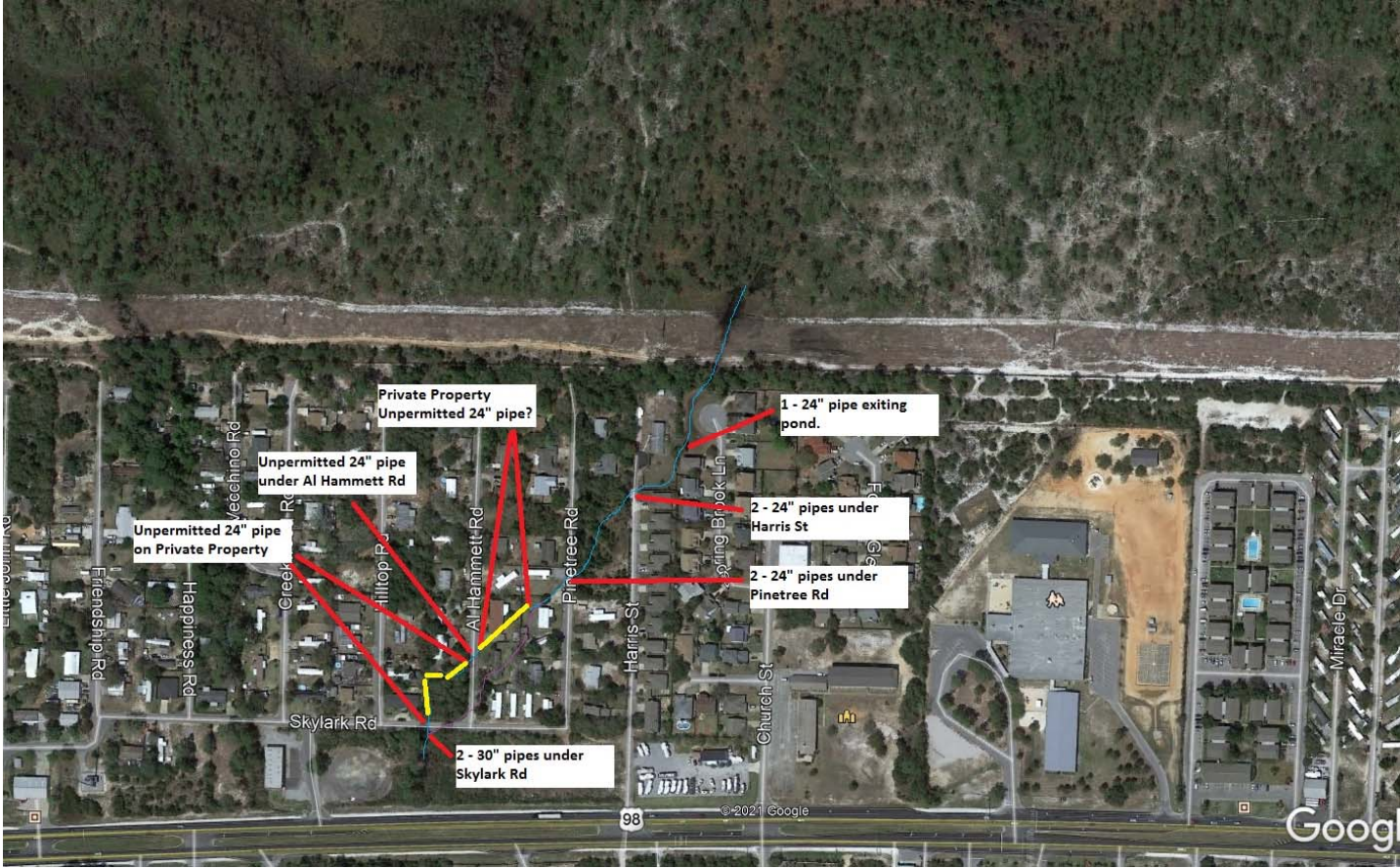
Kari J. Edwards, PE  
Project Manager

American Consulting Professionals, LLC

4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · www.acp-americas.com



**EXHIBIT "A"**  
Al Hammett Existing Drainage Conditions  
Okaloosa County Public Works  
February 15, 2021



# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2750-PW

TASK ORDER #: 05

TASK ORDER AMOUNT: \$ 5,200.00

CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, INC.  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 w/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

American Consulting Professionals, LLC

FIRM'S NAME

E. Gayle Grady, PE

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Managing Partner

10/28/20

TITLE

DATE

RECOMMENDED FOR APPROVAL  
(Department Director)



SIGNATURE

TITLE

DATE

10/28/20

APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual) Table 1

Jeffrey A. Hyde

Digitally signed by Jeffrey A. Hyde  
Date: 2020.10.30 10:18:23 -05'00'

PURCHASING MANAGER

DATE

OMB DIRECTOR/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

SAB  
10-28-20



October 28, 2020

Mr. Steve Schmitt  
Surtax Project Manager  
Okaloosa County Public Works  
1759 S. Ferdon Boulevard  
Crestview, FL 32536

Re: Lafitte Crescent Stormwater Infrastructure Retrofit **Post-Design Services** (TWO-05)

Dear Mr. Schmitt:

**American Consulting Professionals, LLC** is pleased to provide this proposal in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, to provide **Additional Post-Design Services** to replace stormwater infrastructure from the inlets at Standish Court and Bradford Drive southward to the outfall into Bayou Cinco as depicted in Exhibit "B".

The purpose of this project is to replace a failing stormwater infrastructure that contributes to flooding conditions in even light to moderate rainfall events and transport and deposition of sediment and other pollutants into Cinco Bayou. These flooding events create hazardous conditions on the roadways and disseminate pollutants to areas that create public health concerns. Failure of the piping systems also allows excessive pollutants to be conveyed directly into State waters.

The following scope of work details the **Additional Post-Design Services** to be performed by American Consulting Professionals, LLC. ("Consultant") for this project.

### Scope of Work

#### Task 1: Project Management and Coordination

- 1.1 Coordinate Post-Design needs with Okaloosa County: Consultant shall coordinate with County staff to ensure that the post-design is in accordance with the objectives of the client.
- 1.2 Attend Field Review meeting with Contractor to discuss possible changes to the plans for ease of construction.

#### Task 2: Post-Design Services

- 2.1 Review shop drawings by multiple manufacturers, provide mark-up and responses to contractors questions/ responses.
- 2.2 Provide Additional Survey Control Data information
  - Update Project Control Plan
  - Submit revision 1
- 2.3 Update design to account for pipe lining of the pipe segment between S-9 and S-10 in addition to S-10 to S-11 per contractors request.
  - Update plans
  - Submit revision 1
- 2.4 Adjust Structure S-3 to the north by 10 ft per contractors request.
  - Update plan and profiles
  - Submit revision 1

**Task 1-2 Total Fee (LS): \$3,200**

**American Consulting Professionals, LLC**

4489 Woodbine Road • Pace, Florida 32571 • 850.289.1000 • www.acp-americas.com

A CULTURE OF PROFESSIONAL EXCELLENCE

3.0 Additional Post Design Services

- Provide additional Post-Design services during construction. Provide additional plans and technical documents. Including additional field visits.

**Task 3 Total Fee (NTE): \$2,000**

**EXCLUSIONS AND ASSUMPTIONS**

The following exclusions and assumptions shall apply to this scope of services:

- Assumes the proposed project is exempt from stormwater permitting requirements per Florida Statutes 62.330.051 (9)(a).
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.

**OUT-OF-POCKET EXPENSES**

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

**ADDITIONAL SERVICES**

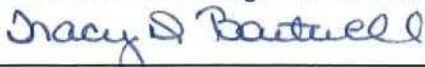
Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

**COMPENSATION**

The amount of the above tasks is \$5,200. This amount includes all allowances for subconsultant services.

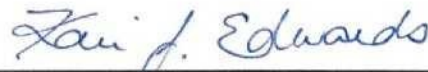
Should you have any questions or require additional information, please feel free to contact me at the numbers provided.

Sincerely,  
American Consulting Professionals, LLC



---

Tracy D. Boutwell, PE  
Principal



---

Kari J. Edwards, PE  
Project Manager

---

Jason Autrey  
Director, Okaloosa County Public Works

cc: File, S.Bitterman

**EXHIBIT "B"**  
Lafitte Crescent Stormwater Infrastructure Retrofit  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services



CERTIFICATE OF LIABILITY INSURANCE

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

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

Table with 2 main columns: PRODUCER (USI Insurance Services, LLC) and CONTACT NAME. Includes sub-table for INSURER(S) AFFORDING COVERAGE with details for Insurers A through F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages (A-D) with columns for INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis. Contract C19-2750-PW / RFQ PW 51-18; General Engineering Services for Public Works (5189652)

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Okaloosa County Board of County Commissioners) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative signature).

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2750-PW

CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

TASK ORDER #: 04

TASK ORDER AMOUNT: \$ 5,600

OFFERED BY CONSULTANT:

American Consulting Engineers, LLC  
FIRM'S NAME

Joel C. McGee, PSM  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Principal / Member  
TITLE

5-12-20  
DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

**APPROVED BY OKALOOSA COUNTY**  
**(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

*SAB*  
*5-13-20*  
  
SIGNATURE

Public Works Director  
TITLE

5/13/20  
DATE

  
PURCHASING MANAGER

05/18/2020  
DATE

\_\_\_\_\_  
OMB Director/DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if applicable)

\_\_\_\_\_  
CHAIRMAN (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE





May 12, 2020

Mr. Scott Bitterman  
County Engineer  
Okaloosa County Public Works  
1759 S. Ferdon Boulevard  
Crestview, FL 32536

Re: Lafitte Crescent Stormwater Infrastructure Retrofit **Post-Design Services** (TWO-04)

Dear Mr. Bitterman:

**American Consulting Professionals, LLC** is pleased to provide this proposal in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, to provide **Post-Design Services** to replace stormwater infrastructure from the inlets at Standish Court and Bradford Drive southward to the outfall into Bayou Cinco as depicted in Exhibit "B".

The purpose of this project is to replace a failing stormwater infrastructure that contributes to flooding conditions in even light to moderate rainfall events and transport and deposition of sediment and other pollutants into Cinco Bayou. These flooding events create hazardous conditions on the roadways and disseminate pollutants to areas that create public health concerns. Failure of the piping systems also allows excessive pollutants to be conveyed directly into State waters.

The following scope of work details the **Post-Design Services** to be performed by American Consulting Professionals, LLC. ("Consultant") for this project.

### **Scope of Work**

#### **Task 1: Project Management and Coordination**

- 1.1 Coordinate Post-Design needs with Okaloosa County: Consultant shall coordinate with County staff to ensure that the post-design is in accordance with the objectives of the client.

#### **Task 2: Post-Design Services**

- 2.1 Update design to account for pipe lining of the pipe segment between S-10 and S-11 to eliminate the need for property acquisition.
  - Adjust hydraulic calculations to ensure the existing pipe is adequate to remain in place
  - Update pipe elevations for structures S-9 thru S-15
  - Update plans accordingly
- 2.2 Extend pavement repair limits to include additional area
  - Update special pavement repair detail
  - Update quantities
  - Update plans
- 2.3 Provide Cost Estimate for 2 phase construction
  - Update plans with limits of phase construction
  - Provide divided cost estimate and bid item summary for BID documents

**Task 1-2 Total Fee (LS): \$5,600**

**American Consulting Professionals, LLC**  
4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · www.acp-americas.com

**EXCLUSIONS AND ASSUMPTIONS**

The following exclusions and assumptions shall apply to this scope of services:

- Assumes the proposed project is exempt from stormwater permitting requirements per Florida Statutes 62.330.051 (9)(a).
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.

**OUT-OF-POCKET EXPENSES**

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

**ADDITIONAL SERVICES**

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

**COMPENSATION**

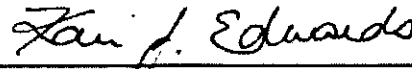
The amount of the above tasks is \$5,600. This amount includes all allowances for subconsultant services.

Should you have any questions or require additional information, please feel free to contact me at the numbers provided.

Sincerely,  
American Consulting Professionals, LLC



Tracy D. Boutwell, PE  
Principal



Kari G. Edwards, PE  
Project Manager

Jason Autrey  
Director, Okaloosa County Public Works

cc: File, S.Schmidt  
F:\PROJECTS\189052\Files\Cabinet\A. Contract Information\A.01 ACE Contracts-Scope-Man-Hours\TWO 1 Lafitte Drainage\rev\_Scope of Service-Lafitte.docx

**EXHIBIT "B"**  
Lafitte Crescent Stormwater Infrastructure Retrofit  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services



# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2750-PW

TASK ORDER #: 03

TASK ORDER AMOUNT: \$ 67,000

CONTRACT#: C19-2750-PW

AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

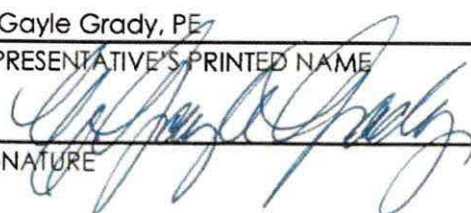
OFFERED BY CONSULTANT:

American Consulting Engineers, LLC

FIRM'S NAME

E. Gayle Grady, PE

REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Principal / Managing Member

TITLE

3-19-2020

DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

  
SIGNATURE

Robert Warrick D74  
TITLE

3/23/20  
DATE

  
COUNTY ADMINISTRATOR (if applicable)

3/31/20  
DATE

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A. Hyde  
PURCHASING MANAGER

03/27/2020  
DATE

Jaydon  
OMB Director/DATE

3.27.2020  
DATE

CHAIRMAN (if applicable)

DATE



March 18, 2020

Mr. Steve Schmidt  
County Project Manager  
Okaloosa County Public Works  
1759 S. Ferdon Boulevard  
Crestview, FL 32536

Re: Commons Drive Sidewalk Connections

Dear Mr. Schmidt:

**American Consulting Professionals, LLC** is pleased to provide this proposal in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, to provide design, bidding, and construction phase services to provide sidewalk connectivity along Commons Drive in Destin, FL as depicted in Exhibit "B".

The purpose of this project is to add sidewalk in areas along Commons Drive to connect existing facilities between Indian Bayou Trail and Matthew Boulevard.

The following scope of work details the design phase services and limited bidding and construction phase services to be performed by American Consulting Professionals, LLC. ("Consultant") for this project.

### **Scope of Work**

#### **Task 1: Project Management and Coordination**

- 1.1 Coordinate Design Criteria with Okaloosa County: Consultant shall coordinate with County staff to ensure that the design is in accordance with the objectives of the client.
- 1.2 Coordinate Topographic Survey with Subconsultant: Consultant shall coordinate with a qualified survey and mapping subconsultant to facilitate a topographic survey to serve as the basis for the design and as the basis for estimating project construction costs.
- 1.3 Kick-Off Meeting and Site Review: Consultant shall participate in a kick-off meeting with the County to review the project approach and details of the project. Consultant shall review the site to observe existing conditions and document observed features impacting the project and associated right-of-way.
- 1.4 Coordinate with Local Utility Providers: Consultant shall coordinate with the local utility providers to identify the existing utilities and existing easements.

#### **Task 2: 30% Design Services**

- 2.1 Prepare and Submit 30% Design Drawings: Consultant shall perform 30% design services for the sidewalk improvements. Consultant shall prepare and submit two (2) copies of the 30% design drawings for the proposed improvements, including preliminary construction plans, details and an opinion of probable construction costs. Drawings are anticipated to include:
  - a) Cover Sheet
  - b) Plan & Profile Sheets

**American Consulting Professionals, LLC**

4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · [www.acp-americas.com](http://www.acp-americas.com)

c) **Miscellaneous Details**

2.2 **Attend 30% Design Review Meeting:** Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 30% design documents and other factors that may affect subsequent services associated with the project.

**Task 3: 90% Design Services**

3.1 **Prepare and Submit 90% Design Drawings:** Consultant shall perform 90% design services for the sidewalk improvements. Consultant shall prepare and submit two (2) copies of the 90% design drawings for the proposed improvements, including preliminary construction plans, details, and an opinion of probable construction costs. Drawings are anticipated to include:

- d) Cover Sheet
- e) General Notes
- f) Summary of Quantities
- g) Survey Control & Existing Conditions
- h) Plan & Profile Sheets
- i) Drainage Details (if needed)

3.2 **Attend 90% Design Review Meeting:** Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 90% design documents and other factors that may affect subsequent services associated with the project.

**Task 4: 100% Design Services**

4.1 **Prepare and Submit 100% Design Drawings:** Consultant shall perform 100% design services for the sidewalk improvements. Consultant shall prepare and submit two (2) copies of the 100% design drawings for the proposed improvements, including construction plans and details.

4.2 **Attend 100% Design Review Meeting:** Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 100% design documents and other factors that may affect subsequent services associated with the project.

4.3 **Prepare Technical Specifications:** Consultant shall prepare final technical specifications as required for bidding. The documents shall be consistent FDOT procurement procedures for bid solicitation.

4.4 **Prepare Permits:** Consultant shall perform and submit ERP exemption applications with sign and sealed drawings to appropriate agencies for approval. A permit fee of \$100 will be included in this task for the permit application to NFWFMD.

**Task 5: Prepare Release for Bid Documents**

5.1 **Prepare Final Engineer's Opinion of Probable Cost:** Consultant shall prepare a Final Engineer's opinion of probable construction cost for civil/site design bid package contained in the final design documents.

5.2 **Provide Quality review of revised design documents:** Consultant shall provide a thorough quality review of the design drawings and shall ensure the documents represent cost-effective construction specifications and materials to support the ultimate improvements.

- 5.3 Prepare "Release for Bid" Documents: Consultant shall also prepare final project technical specifications for the proposed improvements. Consultant shall prepare and submit two (2) sets of the "Release for Bid" documents, including plans and specifications for County records. Also, Consultant shall prepare and submit one (1) additional set of "Release for Bid" documents for regulatory review and approval prior to advertising.

**Task 1-5 Total Fee (LS): \$43,000**

**Task 6: Subconsultant Services**

- 6.1 Coordinate and Perform Topographic Survey: Consultant shall coordinate with a licensed surveying subconsultant to perform a topographic survey of the project area to include the area of work from the edge of pavement to the right of way within the identified project limits (Exhibit "B") necessary to facilitate design services. The subconsultant shall verify any existing survey provided by the County for the purposes of avoiding existing utilities.
- 6.2 Subconsultant will set a minimum of two horizontal and vertical survey control points at each design area for construction via GNSS observations. Values will be based on published survey horizontal and vertical datums.
- 6.3 Subconsultant will prepare 1 legal description and sketch for easement/property acquisition.

**Task 6 Total Fee (LS): \$9,000**

**Task 7: Limited Bidding & Construction Phase Services (Hourly Basis Only- As Needed)**

- 7.1 Consultant shall perform limited bidding phase and construction phase services as requested by the County. Requested services may include preparing answers to bidder questions, compiling "Release for Construction" documents, and other services during the bidding and construction phase. Services authorized by the County shall be compensated for on a time-and-materials basis at the contract unit rates established for the General Engineering Services Contract (Exhibit "C").
- 7.2 Subconsultant will perform the limited services as outlined in the attached proposal from McKim & Creed, Attachment A – Scope of Services dated March 17, 2020 and provided herein. Scope assumes an eight (8) month construction duration.

**Task 8 Est. Total Fee (NTE): \$15,000**

**EXCLUSIONS AND ASSUMPTIONS**

The following exclusions and assumptions shall apply to this scope of services:

- Assumes the proposed project is exempt from stormwater permitting requirements per Florida Statutes 62.330.051 (9)(a).
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.

**OUT-OF-POCKET EXPENSES**

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

**ADDITIONAL SERVICES**

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

**COMPENSATION**

The amount of the above tasks is \$67,000. This amount includes all allowances for subconsultant services and permitting fees.

Should you have any questions or require additional information, please feel free to contact me at the numbers provided.

Sincerely,  
American Consulting Professionals, LLC



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Tracy D. Boutwell, PE  
Principal



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Karl G. Edwards, PE  
Project Manager

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Jason Autrey  
Director, Okaloosa County Public Works

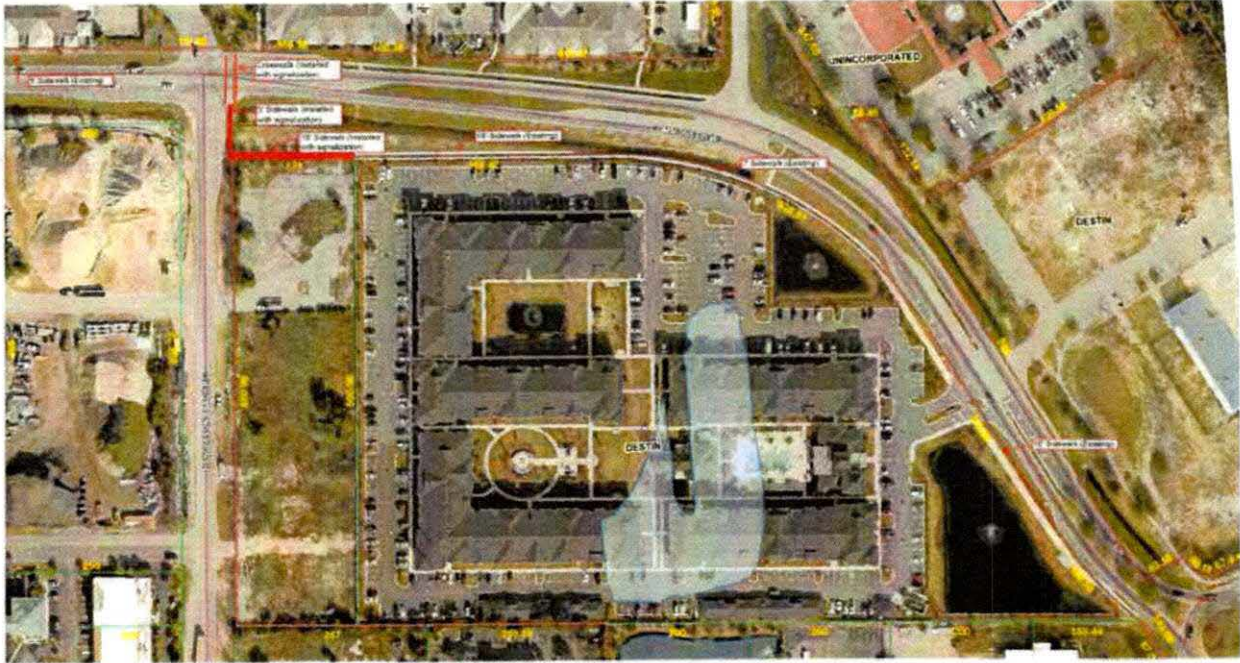
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**EXHIBIT "B"**  
Commons Drive Sidewalk Connections  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services  
March 3, 2020







## Commons Drive Sidewalk Estimate

Item	Description	Qty	Unit	Unit Price	Total Cost
<b>GENERAL COSTS</b>					
1	RIGHT-OF-WAY/EASEMENTS	1	1	\$20,000.00	\$20,000.00
2	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$20,000.00	\$20,000.00
	<b>SUBTOTAL</b>				\$50,000.00
<b>ITEMS</b>					
4	CLEARING AND GRUBBING	1	LS	\$10,000.00	\$10,000.00
5	MISC. DEMOLITION - CURB & GUTTER	1	LS	\$5,000.00	\$5,000.00
6	EMBANKMENT, EXCAVATION & GRADING	1	LS	\$7,500.00	\$7,500.00
7	DRAINAGE STRUCTURES/MODIFICATIONS	1	ls	\$30,000.00	\$30,000.00
8	CONCRETE SIDEWALK, 4" THICK	2186	SY	\$60.00	\$131,160.00
9	CONCRETE CURB & GUTTER, TYPE F	204	LF	\$30.00	\$6,120.00
10	ADA RAMPS & CURB TIE-IN	10	EA	\$500.00	\$5,000.00
11	DETECTABLE WARNINGS	280	SF	\$35.00	\$9,800.00
12	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12"	96	LF	\$8.00	\$768.00
13	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24"	120	LF	\$16.00	\$1,920.00
	<b>SUBTOTAL</b>				\$207,268.00
14	CONTINGENCY (15%)	1	LS	\$31,090.20	\$31,090.20
	<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>				<b>\$288,358.20</b>
15	SURVEY COSTS	1	LS	\$7,500.00	\$7,500.00
16	DESIGN COSTS & PLANS PREPARATION	1	LS	\$43,253.73	\$43,253.73
17	CONST. ENGINEERING & INSPECTION ACTIVITIES	1	LS	\$28,835.82	\$28,835.82
18	ADMINISTRATION	1	LS	\$7,000.00	\$7,000.00
	<b>TOTAL ESTIMATED COST</b>				<b>\$374,947.75</b>

**EXHIBIT "C"**  
Commons Drive Sidewalk Connections  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services  
March 3, 2020

**Team Members:**

**American Consulting Professionals, LLC – Civil Engineering**

**McKim & Creed, Inc. (formerly Jehle-Halstead, Inc.) – Water/Wastewater, CEI**

**SAM Surveying and Mapping, LLC – Survey**

**T2 Utility Engineers (formerly Cardno, Inc.) – SUE**

**NOVA Engineering and Environmental, LLC – Geotechnical**

**Hayes Consulting Services, LLC – Right of Way Acquisition**



ENGINEERING  
SURVEYING  
PLANNERS

**ATTACHMENT A - SCOPE OF SERVICES**

**Commons Drive Sidewalk Connections - Destin, FL  
Construction Engineering and Inspection (CEI) Services  
March 17, 2020**

McKim & Creed is pleased to provide this proposal to American Consulting Professionals, LLC (Client) for professional design and engineering services for the Commons Drive Sidewalk Connections project in unincorporated Destin, FL. In general, the scope of work associated with this project includes the extension of existing sidewalk infrastructure and associated crosswalk along Commons Drive. Specific tasks associated with this project are outlined below.

**TASK 1 - LIMITED CONSTRUCTION PHASE SERVICES**

McKim & Creed will perform the following limited services during the Construction Phase of the project. This scope assumes the construction phase duration will be eight (8) months.

1. **PRE-CONSTRUCTION MEETING** – Task includes attendance of the Project Manager to one (1) pre-construction meeting to be administered by others. This task includes five (5) total hours including travel time and assumes a 2-hour meeting.
2. **LIMITED ONSITE OBSERVATIONS** – Limited onsite observations during construction to monitor progress, resolve conflicts and/or clarify plan requirements in the field during construction. Base scope includes up to fifteen (15) hours of on-site meeting and/or observation (including travel time and follow up reporting) by a Licensed Engineer, sixty (60) hours by a Construction Observer, and five (5) hours for an Administration Assistant; or a varying number of each within an equivalent total billing. Additional visits can be billed at the hourly rate specified in the Agreement.
3. **SUBMITTAL COORDINATION** – Coordinate the review of up to ten (10) contractor's requests for information (RFI's), up to ten (10) shop drawing submittals supplied by the Contractor, and up to five (5) site testing submittals supplied by the Contractor. McKim & Creed's responsibility is limited to maintaining a submittal log to coordinate delivery and response of all submittals between the Contractor and the Engineer of Record in a timely manner. Task includes twelve (12) hours for Project Manager and twelve (12) hours for Engineer Intern.

th Palafox Street

50

4

### **Assumptions**

The following items are assumptions made in creation of this Scope of Work.

- The Owner will allow McKim & Creed access to the property to perform necessary activities.
- The Client will make available legal documents, Geotechnical Reports, soils data, existing as-built plans and surveys, as needed, except those covered under this Scope of Work.
- Reimbursable expenses will be paid by the Client (i.e., mileage, courier service, copy/reproduction services, etc.).
- Services authorized by the Client other than those specifically listed in this Scope of Work shall be considered Additional Services, for which the Client will compensate McKim & Creed based on an additional fee that is mutually agreed upon.

### **Exclusions**

The following items are not included or are assumptions made in creation of this Scope of Work. Any of the listed items in this section can be included as needed should they be required during work associated with this Proposal.

- Project Closeout Services – this scope does not include substantial or final completion site visits, as-built drawing review or coordination, or certification of permits.

### **END SCOPE OF SERVICES**

Commons Drive Sidewalk Connections - Destin, FL  
Construction Engineering and Inspection (CEI) Services

**FEE BREAKDOWN**

**Commons Drive Sidewalk Connections - Destin, FL  
Construction Engineering and Inspection (CEI) Services  
March 17, 2020**

<b>TASK</b>	<b>FEE</b>
1. PRE-CONSTRUCTION MEETING .....	\$1,000
2. LIMITED ONSITE OBSERVATIONS.....	\$10,100
3. SUBMITTAL COORDINATION.....	\$3,900
 PROFESSIONAL SERVICES TOTAL .....	 \$15,000



# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2750-PW

TASK ORDER #: 03

TASK ORDER AMOUNT: \$ 67,000

CONTRACT# C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/ 1 2 YR RENEWAL

OFFERED BY CONSULTANT:

American Consulting Engineers, LLC  
FIRM'S NAME

E. Gayle Grady, PE  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Principal / Managing Member  
TITLE

3.19.2020  
DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

  
SIGNATURE

Ruben Warrus DTH.  
TITLE

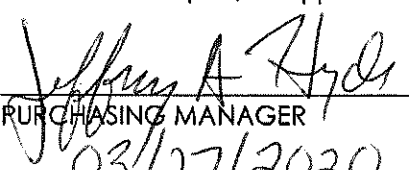
3/23/20  
DATE

  
COUNTY ADMINISTRATOR (if applicable)

3/31/20  
DATE

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

  
PURCHASING MANAGER

03/27/2020  
DATE

  
OMB Director/DATE

3.27.2020  
DATE

CHAIRMAN (if applicable)

DATE



March 18, 2020

Mr. Steve Schmidt  
County Project Manager  
Okaloosa County Public Works  
1759 S. Ferdon Boulevard  
Crestview, FL 32536

Re: Commons Drive Sidewalk Connections

Dear Mr. Schmidt:

**American Consulting Professionals, LLC** is pleased to provide this proposal in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, to provide design, bidding, and construction phase services to provide sidewalk connectivity along Commons Drive in Destin, FL as depicted in Exhibit "B".

The purpose of this project is to add sidewalk in areas along Commons Drive to connect existing facilities between Indian Bayou Trail and Matthew Boulevard.

The following scope of work details the design phase services and limited bidding and construction phase services to be performed by American Consulting Professionals, LLC. ("Consultant") for this project.

### **Scope of Work**

#### **Task 1: Project Management and Coordination**

- 1.1 Coordinate Design Criteria with Okaloosa County: Consultant shall coordinate with County staff to ensure that the design is in accordance with the objectives of the client.
- 1.2 Coordinate Topographic Survey with Subconsultant: Consultant shall coordinate with a qualified survey and mapping subconsultant to facilitate a topographic survey to serve as the basis for the design and as the basis for estimating project construction costs.
- 1.3 Kick-Off Meeting and Site Review: Consultant shall participate in a kick-off meeting with the County to review the project approach and details of the project. Consultant shall review the site to observe existing conditions and document observed features impacting the project and associated right-of-way.
- 1.4 Coordinate with Local Utility Providers: Consultant shall coordinate with the local utility providers to identify the existing utilities and existing easements.

#### **Task 2: 30% Design Services**

- 2.1 Prepare and Submit 30% Design Drawings: Consultant shall perform 30% design services for the sidewalk improvements. Consultant shall prepare and submit two (2) copies of the 30% design drawings for the proposed improvements, including preliminary construction plans, details and an opinion of probable construction costs. Drawings are anticipated to include:
  - a) Cover Sheet
  - b) Plan & Profile Sheets

**American Consulting Professionals, LLC**

4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · [www.acp-americas.com](http://www.acp-americas.com)

c) Miscellaneous Details

2.2 Attend 30% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 30% design documents and other factors that may affect subsequent services associated with the project.

**Task 3: 90% Design Services**

3.1 Prepare and Submit 90% Design Drawings: Consultant shall perform 90% design services for the sidewalk improvements. Consultant shall prepare and submit two (2) copies of the 90% design drawings for the proposed improvements, including preliminary construction plans, details, and an opinion of probable construction costs. Drawings are anticipated to include:

- d) Cover Sheet
- e) General Notes
- f) Summary of Quantities
- g) Survey Control & Existing Conditions
- h) Plan & Profile Sheets
- i) Drainage Details (if needed)

3.2 Attend 90% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 90% design documents and other factors that may affect subsequent services associated with the project.

**Task 4: 100% Design Services**

4.1 Prepare and Submit 100% Design Drawings: Consultant shall perform 100% design services for the sidewalk improvements. Consultant shall prepare and submit two (2) copies of the 100% design drawings for the proposed improvements, including construction plans and details.

4.2 Attend 100% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 100% design documents and other factors that may affect subsequent services associated with the project.

4.3 Prepare Technical Specifications: Consultant shall prepare final technical specifications as required for bidding. The documents shall be consistent FDOT procurement procedures for bid solicitation.

4.4 Prepare Permits: Consultant shall perform and submit ERP exemption applications with sign and sealed drawings to appropriate agencies for approval. A permit fee of \$100 will be included in this task for the permit application to NFWFMD.

**Task 5: Prepare Release for Bid Documents**

5.1 Prepare Final Engineer's Opinion of Probable Cost: Consultant shall prepare a Final Engineer's opinion of probable construction cost for civil/site design bid package contained in the final design documents.

5.2 Provide Quality review of revised design documents: Consultant shall provide a thorough quality review of the design drawings and shall ensure the documents represent cost-effective construction specifications and materials to support the ultimate improvements.

- 5.3 Prepare "Release for Bid" Documents: Consultant shall also prepare final project technical specifications for the proposed improvements. Consultant shall prepare and submit two (2) sets of the "Release for Bid" documents, including plans and specifications for County records. Also, Consultant shall prepare and submit one (1) additional set of "Release for Bid" documents for regulatory review and approval prior to advertising.

**Task 1-5 Total Fee (LS): \$43,000**

**Task 6: Subconsultant Services**

- 6.1 Coordinate and Perform Topographic Survey: Consultant shall coordinate with a licensed surveying subconsultant to perform a topographic survey of the project area to include the area of work from the edge of pavement to the right of way within the identified project limits (Exhibit "B") necessary to facilitate design services. The subconsultant shall verify any existing survey provided by the County for the purposes of avoiding existing utilities.
- 6.2 Subconsultant will set a minimum of two horizontal and vertical survey control points at each design area for construction via GNSS observations. Values will be based on published survey horizontal and vertical datums.
- 6.3 Subconsultant will prepare 1 legal description and sketch for easement/property acquisition.

**Task 6 Total Fee (LS): \$9,000**

**Task 7: Limited Bidding & Construction Phase Services (Hourly Basis Only- As Needed)**

- 7.1 Consultant shall perform limited bidding phase and construction phase services as requested by the County. Requested services may include preparing answers to bidder questions, compiling "Release for Construction" documents, and other services during the bidding and construction phase. Services authorized by the County shall be compensated for on a time-and-materials basis at the contract unit rates established for the General Engineering Services Contract (Exhibit "C").
- 7.2 Subconsultant will perform the limited services as outlined in the attached proposal from McKim & Creed, Attachment A – Scope of Services dated March 17, 2020 and provided herein. Scope assumes an eight (8) month construction duration.

**Task 8 Est. Total Fee (NTE): \$15,000**

**EXCLUSIONS AND ASSUMPTIONS**

The following exclusions and assumptions shall apply to this scope of services:

- Assumes the proposed project is exempt from stormwater permitting requirements per Florida Statutes 62.330.051 (9)(a).
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.

**OUT-OF-POCKET EXPENSES**

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

**ADDITIONAL SERVICES**

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

**COMPENSATION**

The amount of the above tasks is \$67,000. This amount includes all allowances for subconsultant services and permitting fees.

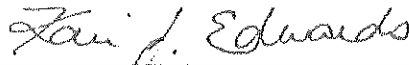
Should you have any questions or require additional information, please feel free to contact me at the numbers provided.

Sincerely,  
American Consulting Professionals, LLC



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Tracy D. Boutwell, PE  
Principal



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Kari U. Edwards, PE  
Project Manager

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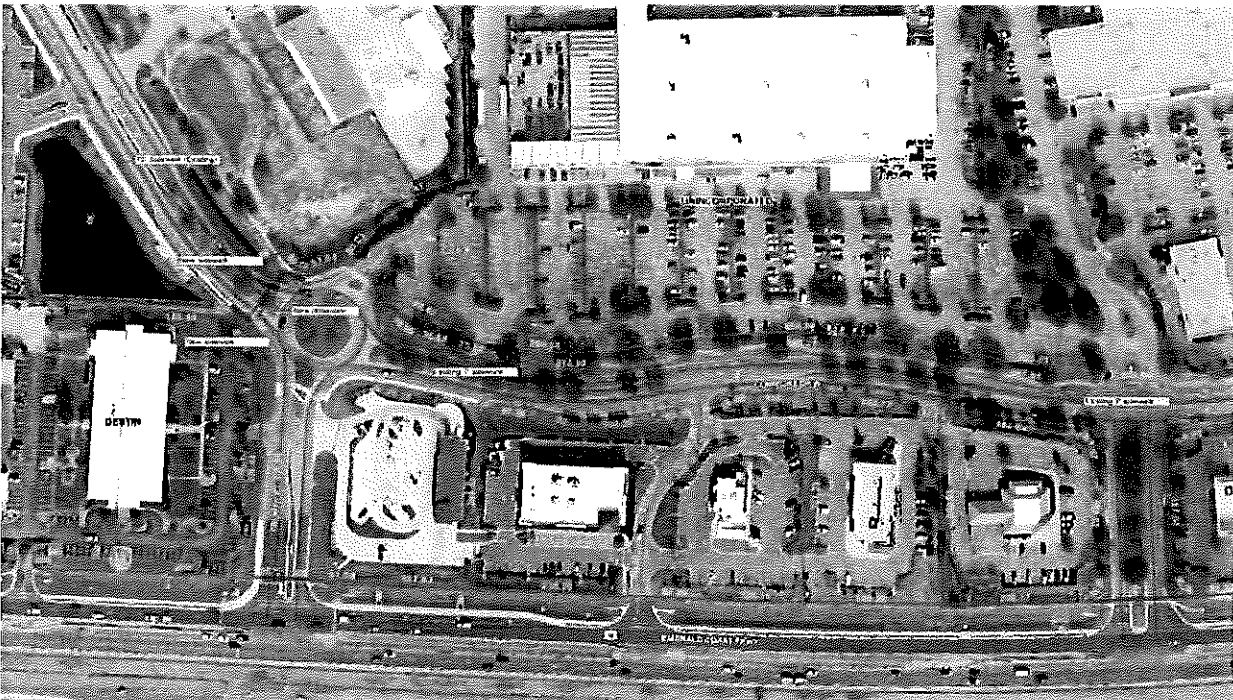
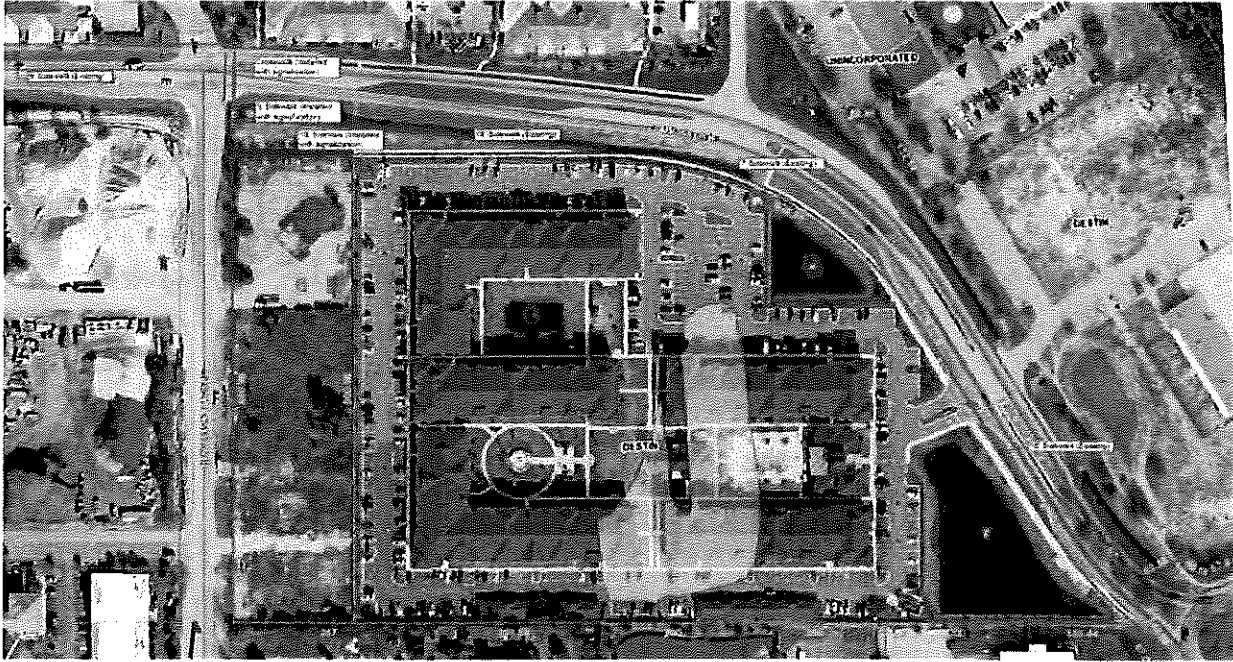
Jason Autrey  
Director, Okaloosa County Public Works

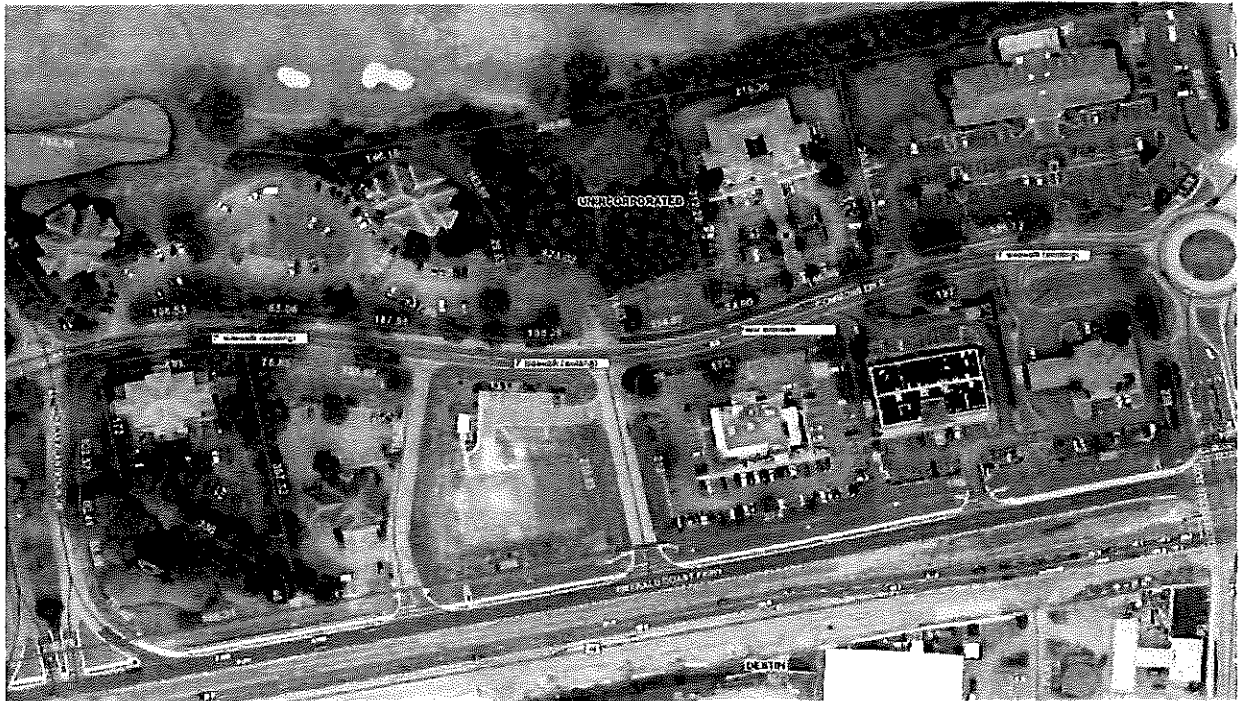
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**EXHIBIT "B"**  
Commons Drive Sidewalk Connections  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services  
March 3, 2020









## Commons Drive Sidewalk Estimate

Item	Description	Qty	Unit	Unit Price	Total Cost
<b>GENERAL COSTS</b>					
1	RIGHT-OF-WAY/EASEMENTS	1	1	\$20,000.00	\$20,000.00
2	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$20,000.00	\$20,000.00
	<b>SUBTOTAL</b>				\$50,000.00
<b>ITEMS</b>					
4	CLEARING AND GRUBBING	1	LS	\$10,000.00	\$10,000.00
5	MISC. DEMOLITION - CURB & GUTTER	1	LS	\$5,000.00	\$5,000.00
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8	CONCRETE SIDEWALK, 4" THICK	2186	SY	\$60.00	\$131,160.00
9	CONCRETE CURB & GUTTER, TYPE F	204	LF	\$30.00	\$6,120.00
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12	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12"	96	LF	\$8.00	\$768.00
13	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24"	120	LF	\$16.00	\$1,920.00
	<b>SUBTOTAL</b>				\$207,268.00
14	CONTINGENCY (15%)	1	LS	\$31,090.20	\$31,090.20
	<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>				<b>\$288,358.20</b>
15	SURVEY COSTS	1	LS	\$7,500.00	\$7,500.00
16	DESIGN COSTS & PLANS PREPARATION	1	LS	\$43,253.73	\$43,253.73
17	CONST. ENGINEERING & INSPECTION ACTIVITIES	1	LS	\$28,835.82	\$28,835.82
18	ADMINISTRATION	1	LS	\$7,000.00	\$7,000.00
	<b>TOTAL ESTIMATED COST</b>				<b>\$374,947.75</b>

**EXHIBIT "C"**  
Commons Drive Sidewalk Connections  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services  
March 3, 2020

**Team Members:**

**American Consulting Professionals, LLC – Civil Engineering**

**McKim & Creed, Inc. (formerly Jehle-Halstead, Inc.) – Water/Wastewater, CEI**

**SAM Surveying and Mapping, LLC – Survey**

**T2 Utility Engineers (formerly Cardno, Inc.) – SUE**

**NOVA Engineering and Environmental, LLC – Geotechnical**

**Hayes Consulting Services, LLC – Right of Way Acquisition**

**ATTACHMENT A - SCOPE OF SERVICES****Commons Drive Sidewalk Connections - Destin, FL  
Construction Engineering and Inspection (CEI) Services  
March 17, 2020**

McKim & Creed is pleased to provide this proposal to American Consulting Professionals, LLC (Client) for professional design and engineering services for the Commons Drive Sidewalk Connections project in unincorporated Destin, FL. In general, the scope of work associated with this project includes the extension of existing sidewalk infrastructure and associated crosswalk along Commons Drive. Specific tasks associated with this project are outlined below.

**TASK 1 – LIMITED CONSTRUCTION PHASE SERVICES**

McKim & Creed will perform the following limited services during the Construction Phase of the project. This scope assumes the construction phase duration will be eight (8) months.

1. **PRE-CONSTRUCTION MEETING** – Task includes attendance of the Project Manager to one (1) pre-construction meeting to be administered by others. This task includes five (5) total hours including travel time and assumes a 2-hour meeting.
2. **LIMITED ONSITE OBSERVATIONS** – Limited onsite observations during construction to monitor progress, resolve conflicts and/or clarify plan requirements in the field during construction. Base scope includes up to fifteen (15) hours of on-site meeting and/or observation (including travel time and follow up reporting) by a Licensed Engineer, sixty (60) hours by a Construction Observer, and five (5) hours for an Administration Assistant; or a varying number of each within an equivalent total billing. Additional visits can be billed at the hourly rate specified in the Agreement.
3. **SUBMITTAL COORDINATION** – Coordinate the review of up to ten (10) contractor's requests for information (RFI's), up to ten (10) shop drawing submittals supplied by the Contractor, and up to five (5) site testing submittals supplied by the Contractor. McKim & Creed's responsibility is limited to maintaining a submittal log to coordinate delivery and response of all submittals between the Contractor and the Engineer of Record in a timely manner. Task includes twelve (12) hours for Project Manager and twelve (12) hours for Engineer Intern.

### **Assumptions**

The following items are assumptions made in creation of this Scope of Work.

- The Owner will allow McKim & Creed access to the property to perform necessary activities.
- The Client will make available legal documents, Geotechnical Reports, soils data, existing as-built plans and surveys, as needed, except those covered under this Scope of Work.
- Reimbursable expenses will be paid by the Client (i.e., mileage, courier service, copy/reproduction services, etc.).
- Services authorized by the Client other than those specifically listed in this Scope of Work shall be considered Additional Services, for which the Client will compensate McKim & Creed based on an additional fee that is mutually agreed upon.

### **Exclusions**

The following items are not included or are assumptions made in creation of this Scope of Work. Any of the listed items in this section can be included as needed should they be required during work associated with this Proposal.

- Project Closeout Services – this scope does not include substantial or final completion site visits, as-built drawing review or coordination, or certification of permits.

### **END SCOPE OF SERVICES**

Commons Drive Sidewalk Connections - Destin, FL  
Construction Engineering and Inspection (CEI) Services

**FEE BREAKDOWN**

**Commons Drive Sidewalk Connections - Destin, FL**  
**Construction Engineering and Inspection (CEI) Services**  
**March 17, 2020**

<u>TASK</u>	<u>FEE</u>
1. PRE-CONSTRUCTION MEETING .....	\$1,000
2. LIMITED ONSITE OBSERVATIONS .....	\$10,100
3. SUBMITTAL COORDINATION .....	\$3,900
 PROFESSIONAL SERVICES TOTAL .....	 \$15,000

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2750-PW

TASK ORDER #: 02


TASK ORDER AMOUNT: \$ 6,480

**CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL**

OFFERED BY CONSULTANT:

American Consulting Engineers, LLC  
FIRM'S NAME

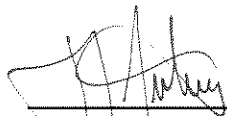
Ryan R. Forrestel, PE  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Principal/ Managing Member  
TITLE

5/10/2019  
DATE

**RECOMMENDED FOR APPROVAL  
(Department Director)**

  
SIGNATURE

Purchase Warrant Director  
TITLE

5/13/19  
DATE

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

  
PURCHASING MANAGER

05/14/2019  
DATE

\_\_\_\_\_  
OMB Director/DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN (if applicable)

\_\_\_\_\_  
DATE



# TASK WORK ORDER SUMMARY

Task Work Order No.: 02  
Contract No.: C19-2750-PW  
ACP Project No.: 5189652  
Date: May 2, 2019

American Consulting Professionals, LLC., (hereafter "CONSULTANT") agrees to perform and complete the following services (hereafter "Services") for Okaloosa County Public Works (hereafter "COUNTY"), in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, all of which terms and conditions are incorporated herein by reference.

1. **Task Name:** Bluewater Blvd & Southwind Dr. Roundabout Safety Improvements
2. **Task Location:** Okaloosa County, Florida
3. **Task Description/ Scope of Services:** Consultant shall perform the professional services contained below.
4. **Compensation:** For all the work performed in accordance with Task 1 and Task 2, the CONSULTANT shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Six-thousand four-hundred eighty and 00/100 dollars (\$6,480 LS)** derived as follows:

Bluewater Blvd & Southwind Dr Roundabout Safety Improvements Budget	
Task 1: Roundabout Conceptual Design	\$ 5,108.00
Senior Project Engineer (6 hrs)	
Engineer (32 hrs)	
Task 2: Cost Estimate	\$ 1372.00
Senior Project Engineer (2 hr)	
Engineer (8hrs)	
TOTAL LUMP SUM FEE =	\$ 6,480.00


### Scope of Services

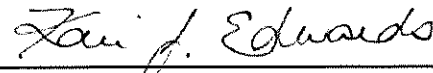
The purpose of this project is to provide a conceptual design for safety improvements to the existing roundabout located at the intersection of Bluewater Blvd and Southwind Dr. Improvement will include adding sidewalk, pedestrian features, modernized striping as well as modification to the center island to facilitate a safer movement between vehicles and pedestrian/ bicycles.

American will provide a conceptual drawing showing proposed improvements for use by the Municipal Service Benefit Unit program (MSBU) in assessing budgetary needs for construction. A cost estimate will also be provided.

Deadline for this Task Work Order is May 13, 2019.

### End Scope

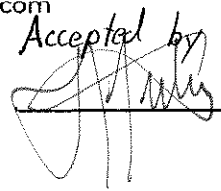
  
 Tracy D. Boutwell, PE  
 Principal

  
 Kari J. Edwards, PE  
 Project Manager

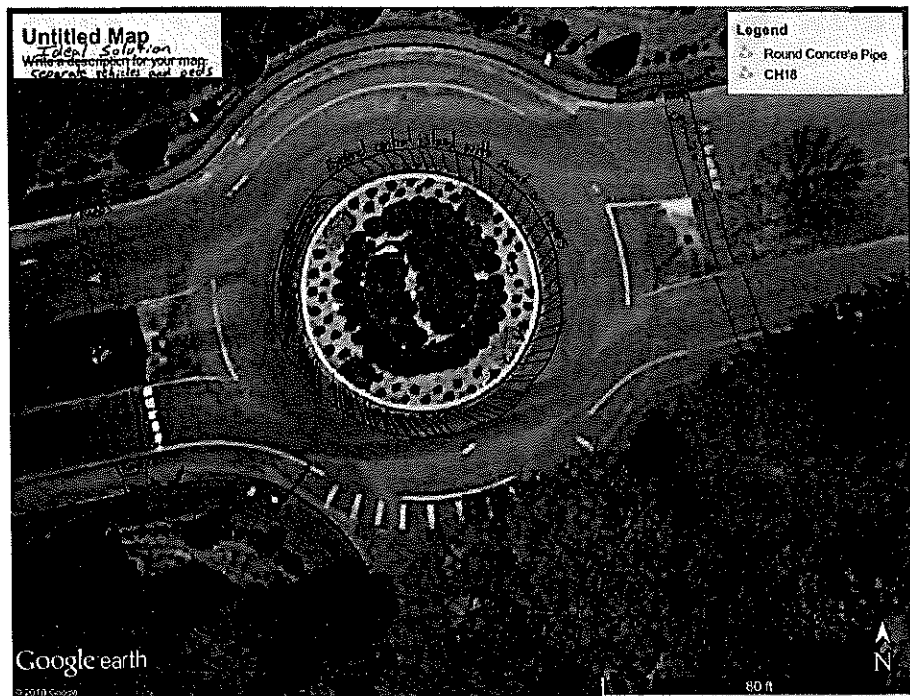
F:\PROJECT\5189652\TWO-02\FileCabinet\A. Contract Information\A.01 ACE Contracts-Scope-Man-Hours\Scope of Service-Bluewater.docx

**American Consulting Professionals, LLC**

4489 Woodbine Road · Pace, Florida 32571 · 850.289.1000 · www.acp-americas.com

Accepted by  


**EXHIBIT "A"**  
Bluewater Blvd & Southwind Dr. Roundabout Safety Improvements  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services  
May 2, 2019





# TASK ORDER APPROVAL FORM

CONTRACT # ~~PW 51-18~~ C19-2750-PW

TASK ORDER #: 01

TASK ORDER AMOUNT: \$ 83,673

OFFERED BY CONSULTANT:

American Consulting Engineers, LLC

FIRM'S NAME

Jeffrey S. Novotny, PE, AICP

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Principal/ Managing Member

TITLE

1/10/2019

DATE

CONTRACT # C19-2750-PW  
American Consulting Engineers, LLC  
General Engineering Services for PW  
EXPIRES: 9/30/2021 w/ one 2 yr renewal

**RECOMMENDED FOR APPROVAL  
(Department Director)**

SIGNATURE

TITLE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

**APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

PURCHASING MANAGER

DATE

OMB Director/DATE

DATE

CHAIRMAN (if applicable)

DATE



January 10, 2019

Mr. Scott Bitterman  
County Engineer  
Okaloosa County Public Works  
1759 S. Ferdon Boulevard  
Crestview, FL 32536

Re: Lafitte Crescent Stormwater Infrastructure Retrofit

Dear Mr. Bitterman:

**American Consulting Professionals, LLC** is pleased to provide this proposal in accordance with the terms and conditions of the agreement for General Engineering Services (Contract No: PW 51-18), dated July 18, 2018, to provide design, bidding, and construction phase services to replace stormwater infrastructure from the inlets at Standish Court and Bradford Drive southward to the outfall into Bayou Cinco as depicted in Exhibit "B".

The purpose of this project is to replace a failing stormwater infrastructure that contributes to flooding conditions in even light to moderate rainfall events and transport and deposition of sediment and other pollutants into Cinco Bayou. These flooding events create hazardous conditions on the roadways and disseminate pollutants to areas that create public health concerns. Failure of the piping systems also allows excessive pollutants to be conveyed directly into State waters.

The following scope of work details the design phase services and limited bidding and construction phase services to be performed by American Consulting Professionals, LLC. ("Consultant") for this project.

### **Scope of Work**

#### **Task 1: Project Management and Coordination**

- 1.1 Coordinate Design Criteria with Okaloosa County: Consultant shall coordinate with County staff to ensure that the design is in accordance with the objectives of the client.
- 1.2 Coordinate Topographic Survey with Subconsultant: Consultant shall coordinate with a qualified survey and mapping subconsultant to facilitate a topographic survey to serve as the basis for the design and as the basis for estimating project construction costs.
- 1.3 Kick-Off Meeting and Site Review: Consultant shall participate in a kick-off meeting with the County to review the project approach and details of the project. Consultant shall review the site to observe existing conditions and document observed features impacting the project and associated right-of-way.
- 1.4 Coordinate with Local Utility Providers: Consultant shall coordinate with the local utility providers to identify the existing utilities and existing easements.

**American Consulting Professionals, LLC**

4489 Woodbine Road • Pace, Florida 32571 • 850.289.1000 • [www.acp-americas.com](http://www.acp-americas.com)

A CULTURE OF PROFESSIONAL EXCELLENCE

**Task 2: 30% Design Services**

- 2.1 Prepare and Submit 30% Design Drawings: Consultant shall perform 30% design services for the drainage improvements. Consultant shall prepare and submit two (2) copies of the 30% design drawings for the proposed improvements, including preliminary construction plans, details and an opinion of probable construction costs. Drawings are anticipated to include:
- a) Cover Sheet
  - b) Plan & Profile Sheets
  - c) Miscellaneous Details
- 2.2 Attend 30% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 30% design documents and other factors that may affect subsequent services associated with the project.

**Task 3: 90% Design Services**

- 3.1 Prepare and Submit 90% Design Drawings: Consultant shall perform 90% design services for the drainage improvements. Consultant shall prepare and submit two (2) copies of the 90% design drawings for the proposed improvements, including preliminary construction plans, details, and an opinion of probable construction costs. Drawings are anticipated to include:
- d) Cover Sheet
  - e) General Notes
  - f) Summary of Quantities
  - g) Survey Control & Existing Conditions
  - h) Plan & Profile Sheets
  - i) Drainage Details
  - j) Pavement Repair Section Details
- 3.2 Attend 90% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 90% design documents and other factors that may affect subsequent services associated with the project.

**Task 4: 100% Design Services**

- 4.1 Prepare and Submit 100% Design Drawings: Consultant shall perform 100% design services for the drainage improvements. Consultant shall prepare and submit two (2) copies of the 100% design drawings for the proposed improvements, including construction plans and details.
- 4.2 Attend 100% Design Review Meeting: Consultant shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the 100% design documents and other factors that may affect subsequent services associated with the project.
- 4.3 Prepare Technical Specifications: Consultant shall prepare final technical specifications as required for bidding. The documents shall be consistent FDOT procurement procedures for bid solicitation.
- 4.4 Prepare Permits: Consultant shall perform and submit ERP and USACE exemption applications with sign and sealed drawings to appropriate agencies for approval. A permit fee of \$100 will be included in this task for the permit application to NFWFMD.

**Task 5: Prepare Release for Bid Documents**

- 5.1 Prepare Final Engineer's Opinion of Probable Cost: Consultant shall prepare a Final Engineer's opinion of probable construction cost for civil/site design bid package contained in the final design documents.
- 5.2 Provide Quality review of revised design documents: Consultant shall provide a thorough quality review of the design drawings and shall ensure the documents represent cost-effective construction specifications and materials to support the ultimate improvements.
- 5.3 Prepare "Release for Bid" Documents: Consultant shall also prepare final project technical specifications for the proposed improvements. Consultant shall prepare and submit two (2) sets of the "Release for Bid" documents, including plans and specifications for County records. Also, Consultant shall prepare and submit one (1) additional set of "Release for Bid" documents for regulatory review and approval prior to advertising.

**Task 1-5 Total Fee (LS): \$49,372**

**Task 6: Subconsultant Services**

- 6.1 Coordinate and Perform Topographic Survey: Consultant shall coordinate with a licensed surveying subconsultant to perform a topographic survey of the project area to include pipe sizes/ materials, inverts, and top elevations for inlets and storm structures located within the identified project limits (Exhibit "B") necessary to facilitate design services. The subconsultant shall verify existing survey provided by the County for the purposes of avoiding existing utilities. A boundary survey for the 50' easement between Alden Dr and the Outfall to Bayou Cinco shall be performed as part of this project.
- 6.2 Perform Geotechnical Testing: Consultant shall provide geotechnical testing to determine the seasonal high ground water, soil type and corrosive properties to a depth of 12 feet.

**Task 6 Total Fee (LS): \$12,240**

**Task 7: Subsurface Utility Services (Limiting Amount – As Needed)**

- 7.1 Perform Subsurface Utility Engineering (SUE) along the pipe corridor to verify existing utilities and provide recommendations on avoidance measures during pipe installation.

**Task 7 Total Fee (NTE): \$16,811**

**Task 8: Limited Bidding & Construction Phase Services (Hourly Basis Only- As Needed)**

- 8.1 Consultant shall perform limited bidding phase and construction phase services as requested by the County. Requested services may include preparing answers to bidder questions, compiling "Release for Construction" documents, and other services during the bidding and construction phase. Services authorized by the County shall be compensated for on a time-and-materials basis at the contract unit rates established for the General Engineering Services Contract (Exhibit "C").
- 8.2 Estimate limited Construction Observation 45hr @ \$90/hr, 8 total site visits by CEI and 1 site visit for Chf. Engineer @ \$200/hr = \$5,250

**Task 8 Est. Total Fee (NTE): \$5,250**

### EXCLUSIONS AND ASSUMPTIONS

The following exclusions and assumptions shall apply to this scope of services:

- Assumes the proposed project is exempt from stormwater permitting requirements per Florida Statutes 62.330.051 (9)(a).
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.

### OUT-OF-POCKET EXPENSES

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget associated with each associated service task.

### ADDITIONAL SERVICES

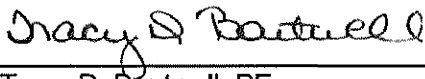
Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

### COMPENSATION

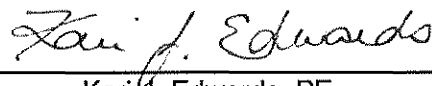
The amount of the above tasks is \$83,673. This amount includes all allowances for subconsultant services and permitting fees.

Should you have any questions or require additional information, please feel free to contact me at the numbers provided.

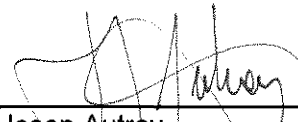
Sincerely,  
American Consulting Professionals, LLC



Tracy D. Boutwell, PE  
Principal



Kari J. Edwards, PE  
Project Manager



Jason Autrey  
Director, Okaloosa County Public Works

cc: File, S.Henson

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**EXHIBIT "B"**  
Lafitte Crescent Stormwater Infrastructure Retrofit  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services  
January 10, 2019



**EXHIBIT "C"**  
Lafitte Crescent Stormwater Infrastructure Retrofit  
Okaloosa County Public Works  
Professional Engineering Design and Limited Construction Phase Services  
January 9, 2019

**Team Members:**

**American Consulting Professionals, LLC – Civil Engineering**

**Jehle-Halstead, Inc. – Water/Wastewater, CEI**

**SAM Surveying and Mapping, LLC – Survey**

**Cardno, Inc. – SUE**

**NOVA Engineering and Environmental, LLC – Geotechnical**

**Hayes Consulting Services, LLC – Right of Way Acquisition**





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- ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated PAOs](#) to learn more about changes to the notarized letter review process and other system improvements.

### Search Results

#### Quick Search Results

Total records:1

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Result Page: 1

Sort by [Relevance](#) Order by [Descending](#)

Your search for returned the following results...

Entity	<b>AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC</b>	Status: <b>Active</b>
DUNS: <b>112604355</b>	CAGE Code: <b>6EZH5</b>	<a href="#">View Details</a>
Has Active Exclusion?: <b>No</b>	DoDAAC:	
Expiration Date: <b>08/16/2019</b>	Debt Subject to Offset? <b>No</b>	
Purpose of Registration: <b>All Awards</b>		

Result Page: 1

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- [FAPHS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



# Board of County Commissioners Purchasing Department

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State of Florida

Date: August 17, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFQ PW 51-18  
General Engineering Services for Okaloosa County Public Works

The Public Works Department would like to thank all businesses which submitted proposals to the General Engineering Services for Okaloosa County Public Works. (RFQ PW 51-18)

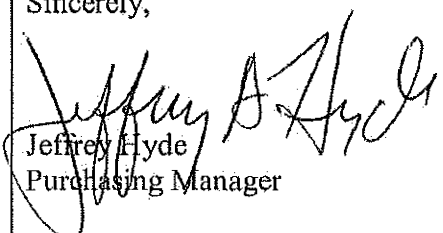
After in-depth examination of all proposals in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**American Consulting Engineers, Inc.**  
**AVCON, Inc.**  
**Baskerville-Donovan, Inc.**  
**DRMP, Inc.**  
**HDR Engineering, Inc.**  
**Mott MacDonald Florida, LLC**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

  
Jeffrey Hyde  
Purchasing Manager

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 51-18 Tracking Number: 315678  
Procurement/Contractor/Lessee Name: American Consulting Grant Funded: YES  NO   
Purpose: Engineering Contract  
Date/Term: 3 yrs w/ 2 yrs renewals 1.  GREATER THAN \$100,000  
Amount: \$10 B.Y. TO 2.  GREATER THAN \$50,000  
Department: PW 3.  \$50,000 OR LESS  
Dept. Monitor Name: Anthony

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 9-24-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**

FEMA includes <sup>add clauses</sup>  
Approved as written:  
[Signature] Date: 9.24.18  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: su email attached Date: 10-1-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: su email attached Date: 10-1-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, October 01, 2018 4:06 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Thomas Martin  
**Subject:** RE: American Consulting Draft 51-18  
**Attachments:** draft american consulting.docx

American Consulting Agreement referenced above is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Monday, September 24, 2018 10:43 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** American Consulting Draft 51-18

Kerry,

Here is the 3<sup>rd</sup> one for those engineering contracts. You have already approved the one with Mott Macdonald. Risk has already approved the Mot Macdonald as well. Can I just use that risk approval for all of these?



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
dmason@myokaloosa.com

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, October 01, 2018 4:07 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Thomas Martin  
**Subject:** RE: American Consulting Draft 51-18

This is also approved for Risk purposes.

---

**From:** Parsons, Kerry  
**Sent:** Monday, October 01, 2018 5:06 PM  
**To:** 'DeRita Mason'  
**Cc:** Lynn Hoshihara; Thomas Martin  
**Subject:** RE: American Consulting Draft 51-18

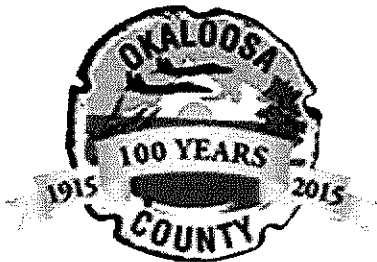
American Consulting Agreement referenced above is approved for legal purposes.

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**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** American Consulting Draft 51-18

Kerry,

Here is the 3<sup>rd</sup> one for those engineering contracts. You have already approved the one with Mott Macdonald. Risk has already approved the Mot Macdonald as well. Can I just use that risk approval for all of these?



**CONTRACT FOR GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS**

**(Master Services Agreement)**

**Between**

**The Board of County Commissioners of Okaloosa**

**County And**

**American Consulting Engineers, LLC**

This Agreement made on November 6, 2018 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and American Consulting Engineers, LLC [CONTRACTOR], a Florida Limited Liability Company *authorized to conduct business in the State of Florida*, having its principal office located 4489 Woodbine Road, Pace, FL 32571.

**RECITALS**

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

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

**WHEREAS**, the CONTRACTOR has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONTRACTOR submitted to the COUNTY dated July 18, 2018 in response to RFQ #PW 51-18; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto.

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

**SECTION 1. BASIC SERVICES**

**1.1. Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Contractor's proposal submittal to RFQ #PW 51-18 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

**Basic Services.** Services to be provided from Contractor, include but are not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the contractor shall be under the general direction of the County Department Director initiating

**CONTRACT#: C19-2750-PW  
AMERICAN CONSULTING ENGINEERS, LLC  
GENERAL ENGINEERING SERVICES FOR PW  
EXPIRES: 09/30/2021 W/ONE 2 YR RENEWAL**

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

- 1.2. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT.

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

- 1.3. **Term of AGREEMENT.** This AGREEMENT will become effective from October 1, 2018, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2021. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for one (1) two (2) year period. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid for the individual task orders. Regarding the previous TASK ORDER AGREEMENT FOR CONTRACTOR SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

## **SECTION 2. ADDITIONAL SERVICES**

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

## **SECTION 3. OBLIGATIONS OF THE COUNTY**

- 3.1. **The COUNTY's Responsibilities.** It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:
  - 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
  - 3.1.2. Arranging for and holding promptly any required meetings.
  - 3.1.3. Provide boundary and topographical surveys of the APWRF property. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
  - 3.1.4. Making available to the CONTRACTOR all known existing information which may, in any way, be pertinent to the work herein described. CONTRACTOR will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
  - 3.1.5. Respond within a reasonable time to the CONTRACTOR's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONTRACTOR.
  - 3.1.6. Giving prompt written notice to the CONTRACTOR whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONTRACTOR's performance of services under this AGREEMENT.

#### **SECTION 4. General CONTRACTOR Obligations.**

- 4.1. In addition to the specific scope(s) of service required under each authorized Task Order, CONTRACTOR shall be responsible for the following:
  - 4.1.1. CONTRACTOR shall designate in writing a person to act as CONTRACTOR's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from the COUNTY and interpret and define CONTRACTOR's policies, specifications, and reports. CONTRACTOR shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
  - 4.1.2. CONTRACTOR shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the longer of (1) the period of five years following completion of services; or (2) the minimum period specified by the Florida Department of State. This record retention period may, upon notice to the CONTRACTOR by the COUNTY, be automatically extended during the course of any administrative or judicial action involving the COUNTY regarding matters to which the records are relevant.
  - 4.1.3. CONTRACTOR shall maintain books, records, and documents directly pertinent to the performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applies. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, Okaloosa County, or their authorized representatives shall have access to such records for audit purposes during the term of this AGREEMENT and for five years following this AGREEMENT's completion.

#### **SECTION 5. Contractor Indemnification and Claims.**

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONTRACTOR for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONTRACTOR as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONTRACTOR's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.
- 5.4. **Indemnification.** CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONTRACTOR, CONTRACTOR's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28. Florida Statutes, as amended from time to time.

#### **SECTION 6. TIME SCHEDULE**

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



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

## SECTION 7. AMOUNT AND METHOD OF PAYMENT

- 7.1. **Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONTRACTOR will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONTRACTOR's standard form and supported by documentation according to CONTRACTOR's standard practice. CONTRACTOR shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONTRACTOR shall clearly state "Final Invoice" on the CONTRACTOR's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONTRACTOR. CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.
- 7.2. **Payment by the COUNTY.** The COUNTY will process payment to the CONTRACTOR within thirty (30) days after receipt of CONTRACTOR's invoice.
- 7.3. **Compensation.** The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on either a lump sum amount basis, or on CONTRACTOR's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.
- 7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONTRACTOR has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONTRACTOR shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.
- 7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

## SECTION 8. CHANGES

- 8.1. **Written Authorization.** The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.
- 8.2. **Equitable Adjustment.** Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate

for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

## **SECTION 9. DISPUTES**

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

## **SECTION 10. DELAY OR SUSPENSION OF WORK**

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

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

## **SECTION 11. TERMINATION OF AGREEMENT**

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

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

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

## **SECTION 12. INSURANCE**

**12.1. CONTRACTOR's Coverage.** Prior to commencing work, the CONTRACTOR shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM

Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.

- 12.2. Additional Insured.** The CONTRACTOR's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage.** The minimum required coverage is the following:
- 12.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.
- 12.4.2. General Liability.** Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of the CONTRACTOR with respect to all work performed by the CONTRACTOR under this AGREEMENT.
- Bodily Injury, including death:  
\$1,000,000 each person  
\$1,000,000 each accident  
Property Damage: \$500,000 each accident
- 12.4.3. Motor Vehicle Liability.** Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:
- Bodily Injury, including death:  
\$1,000,000 each person  
\$1,000,000 each accident  
Property Damage: \$500,000 each accident
- 12.4.4. Professional Liability.** Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate.

### **SECTION 13. GENERAL PROVISIONS**

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

**13.3.1. Representatives.**

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name: Jason Autrey  
Title: Director  
Company: Okaloosa County Public Works  
Department  
Address: 1759 S. Ferdon Boulevard  
Crestview, FL 32536  
Telephone: 850.689.5772  
Fax: 850.689-5715  
E-Mail: jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONTRACTOR shall be:

Name: Ryan Forrestel, PE  
Title: Principal/Manager Member  
Company: American Consulting Engineers, LLC  
Address: 4489 Woodbine Rd.  
Pace, FL 32571  
Telephone: 850-289-1000  
Fax: 850-289-1101  
Email: rforrestel@acp.-fl.com

13.3.1.3 Courtesy copy to:

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

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

- 13.4. Entire AGREEMENT.** This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONTRACTOR. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONTRACTOR. Attachments included and incorporated herein by reference are:
- 13.4.1.** Exhibit A – Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCPW.
- 13.4.2.** Exhibit B - CONTRACTORS proposal submittal to the COUNTY for RFQ #PW 51-18, 2018.
- 13.4.3.** Exhibit C- Federal Standard Contract Clauses.
- 13.5. Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- 13.6. Compliance with the Law.** CONTRACTOR shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONTRACTOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
- 13.7. Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. Covenants.**
- 13.8.1.** The standard of care applicable to CONTRACTOR's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any engineering or related services not meeting this standard without additional compensation. CONTRACTOR represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONTRACTOR shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

- 13.8.2. CONTRACTOR warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. **Lower-Tier Subcontracts.** CONTRACTOR warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONTRACTOR warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower- tier subcontractor. The CONTRACTOR shall be solely responsible for the satisfactory performance of services subcontracted by the CONTRACTOR.
- 13.10. **Unauthorized Employment.** The employment of unauthorized aliens by CONTRACTOR and any subcontractors subcontracted by the CONTRACTOR is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 13.11. **Confidentiality and Public Records.**
- 13.11.1. CONTRACTOR warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONTRACTOR by the COUNTY, or reviewed or generated by CONTRACTOR, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONTRACTOR.
- 13.11.2. Notwithstanding the foregoing, CONTRACTOR shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONTRACTOR; or (5) CONTRACTOR lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONTRACTOR shall be so required to disclose any such information pursuant to (1) or (2) above, CONTRACTOR shall prior to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.
- 13.11.3. **Public Records. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT**

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

- 13.12. Conflict of Interest.** CONTRACTOR warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONTRACTOR's impartial performance of its services.
- 13.13. Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. Publicity.** CONTRACTOR shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. Taxes.** CONTRACTOR agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or

federal law, as it pertains to this AGREEMENT. CONTRACTOR further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

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

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

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

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

**SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE**

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

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



- 14.1.2. Advertisements, Permits, and Access.** Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONTRACTOR's services or project construction.
- 14.1.3. CONTRACTOR's Deliverables.** CONTRACTOR's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONTRACTOR are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 14.1.4. Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONTRACTOR for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONTRACTOR by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.
- 14.1.5. Audit and Record Keeping.** The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.
- 14.1.6. Additional Federal Clauses.**

**DHS Seal, Logo, and Flags.** The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**SECTION 15. AUTHORIZATION FOR EXECUTION**

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

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

**AMERICAN CONSULTING  
ENGINEERS, LLC**

Ryan R Forrestel / Principal  
Printed Name/Title

Ryan R Forrestel  
Signature

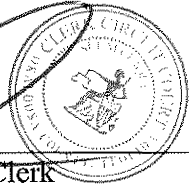
10/2/18  
Date:

**OKALOOSA COUNTY, FLORIDA**

Graham W. Fountain, Chairman  
Graham W. Fountain, Chairman

Date: 11/16/2018

ATTEST: J.D. Peacock II, Clerk  
J.D. Peacock II, Clerk





American Consulting Professionals, LLC  
 American Consulting Engineers of Florida, LLC  
 2818 Cypress Ridge Blvd, Suite 200  
 Wesley Chapel, Florida 33544  
 Tel 813.435.2600 • Fax 813.435.2601  
 american@acp-fl.com • www.acp-americas.com

# EXHIBIT "A"

## Okaloosa County Engineering Services for Public Works Loaded Billing Rates

	<u>Oct 2018</u> <u>thru Oct 2021</u>	<u>Nov 2021</u> <u>thru Oct 2023</u>
<b><u>CIVIL / ROADWAY / DRAINAGE DESIGN &amp; ENGINEERING</u></b>		
Principal/ Chief Engineer/ Sr. Engineer	\$200.00	\$208.00
Senior Project Engineer (11-20 yrs exp)	\$190.00	\$197.00
Project Engineer (6-10 yrs exp)	\$156.00	\$162.00
Engineer (0-5yrs exp)	\$124.00	\$129.00
Engineering Intern	\$95.00	\$99.00
Engineering Technician / CADD Designer	\$80.00	\$83.00
<b><u>TRAFFIC / SIGNALS / SIGNING / LIGHTING</u></b>		
Chief Traffic / Roadway Designer (11-20+ yrs exp)	\$152.00	\$158.00
Senior Traffic / Roadway Designer (6-10 yrs exp)	\$127.00	\$132.00
Traffic / Roadway Designer (0-5 yrs exp)	\$98.00	\$102.00
<b><u>PLANNING</u></b>		
Chief Planner	\$200.00	\$208.00
Planner	\$116.00	\$120.00
<b><u>ENVIRONMENTAL</u></b>		
Senior Environmental Specialist	\$170.00	\$176.00
Senior Scientist	\$130.00	\$135.00
Environmental Specialist	\$76.00	\$79.00
<b><u>STRUCTURAL ENGINEERING</u></b>		
Senior Structural Engineer	\$200.00	\$208.00
Structural Project Engineer	\$156.00	\$162.00
Structural Engineer	\$124.00	\$129.00
<b><u>PUBLIC INVOLVEMENT / OTHER</u></b>		
Project Administrator	\$109.00	\$113.00
Graphics Designer	\$100.00	\$104.00
Secretary / Clerical	\$65.00	\$67.00
Student Intern	\$45.00	\$46.00



**Okaloosa County  
General Engineering Services for Public Works  
Loaded Billing Rates**

	<u>Oct 2018</u> <u>thru Oct 2021</u>	<u>Nov 2021</u> <u>thru Oct 2023</u>
<b><u>Water /Wastewater / Solid Waste / Parks-Recreation-Facilities / CEI</u></b>		
Principal, Chief Engineer, Sr. Engineer	\$200.00	\$208.00
Senior Project Engineer (11-20 yrs)	\$190.00	\$197.00
Project Engineer (6-10 yrs)	\$156.00	\$162.00
Engineer (0-5 yrs)	\$124.00	\$129.00
Engineering Intern	\$ 95.00	\$ 99.00
Engineering Technician/ CADD Designer	\$ 80.00	\$ 83.00
CEI Inspector	\$ 90.00	\$ 94.00



**SAM Surveying And Mapping, LLC**  
312 Government Avenue, Suite 1, Niceville, FL 32528  
Ofc 850.678.9932 Fax 850.678.9936  
info@sam.biz www.sam.biz

**SAM Surveying and Mapping, LLC Fee Schedule**

	Oct 2018-Oct 2021	Nov 2021-Oct 2023
2 Person Survey Crew	\$140.00	\$145.00
3 Person Survey Crew	\$175.00	\$182.00
Survey Technician	\$100.00	\$104.00
Professional Surveyor & Mapper	\$150.00	\$156.00



**Cardno, Inc.**  
159 SW Spencer Court, Suite 106  
Lake City, Florida 32024  
Tel 386 755 2626  
[www.cardno.com](http://www.cardno.com)

**Okaloosa County**  
**General Engineering Services for Public Works**  
**Loaded Billing Rates**  
**September 17, 2018**

<b>Position</b>	<b>Year 1-3 Rate/Hour</b>	<b>Year 4-5 Escalation 3.77%</b>
SUR Chief Surveyor	\$192.00	\$199.00
SUR Project Surveyor	\$116.00	\$120.00
SUR Survey/GIS/SUE Analyst 3 (Senior)	\$107.00	\$111.00
SUR Field Supervisor	\$94.00	\$98.00
SUR Party Chief	\$70.00	\$73.00
SUR Survey Technician 1	\$58.00	\$60.00
Secretary / Clerical	\$65.00	\$68.00
Senior Utility Coordinator	\$144.00	\$150.00
2-Person Survey Crew	\$128.00	\$133.00
3-Person Survey Crew	\$198.00	\$205.00
4-Person Survey Crew	\$256.00	\$265.00
SUR SUE Technician 3 (Senior)	\$130.00	\$135.00
SUR SUE Technician 2 (Junior)	\$70.00	\$72.00
2-Person Designating Crew	\$222.00	\$230.00
3-Person Designating Crew	\$292.00	\$303.00
2-Person Locating Crew	\$278.00	\$288.00
3-Person Locating Crew	\$348.00	\$361.00
Maintenance of Traffic	\$270.00	\$280.00

**CONSULTING, ENGINEERING, TESTING, ENVIRONMENTAL AND FACILITIES  
STANDARD SCHEDULE OF FEES FOR 2018-2021  
NOVA ENGINEERING AND ENVIRONMENTAL LLC**

**PROFESSIONAL SERVICES**

Oct 2018- Oct 2021

*For engineering, environmental, and facilities professional services including site visits, engineering analysis, project management, project meetings, report preparation, consultations etc.*

Technical Specialist	per hour	\$ 60.00
Geotechnical Technician	per hour	\$ 78.00
ICC Special Inspector/TI Delegate	per hour	\$ 78.00
Engineering/Geologic/Scientific Aide/ASNT I or II NDT Technicians	per hour	\$ 80.00
Staff Engineer/Geologist/Scientist	per hour	\$ 90.00
CWI/Facilities/Roofing/Building Envelope Consultant	per hour	\$ 90.00
GPR Technician <i>(with field equipment &amp; 4 hour minimum)</i>	per hour	\$ 175.00
Project Engineer/Geologist/Scientist	per hour	\$ 110.00
Senior Engineer/Geologist/Scientist/ASNT III Technicians/SCWI	per hour	\$ 145.00
Chief Engineer/Geologist/Scientist/Threshold SI P.E.	per hour	\$ 185.00
Principal Materials Consultant/Principal Project Manager	per hour	\$ 195.00
Clerical / Drafting Support	per hour	\$ 60.00
Vehicle Trip Charge	per mile	\$ 0.68

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Personnel time expended will be invoiced in ½ hour increments.

[www.usanova.com](http://www.usanova.com)

## NOVA SCHEDULE OF FEES (CONTINUED)

### DRILLING SERVICES

Oct 2018- Oct 2021

*Drilling services costs for mobilization and fieldwork*

Mobilization	lump sum	\$ 550.00
All-Terrain Vehicle Charge, additional to mobilization	lump sum	\$ 275.00
Soil Test borings (n<50 feet)	per foot	\$ 12.75
Soil Test borings (n>50 feet)	per foot	\$ 14.95
Auger boring	per foot	\$ 9.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Rock Coring set-up	per set-up	\$ 300.00
Rock Coring (NQ2-size core) less than 50 foot depth	per foot	\$ 70.00
Casing (where required) less than 50 feet	per foot	\$ 9.50
Water Truck Rental	per day	\$ 350.00
Undisturbed Sampling	each	\$ 195.00
Extra Split-spoon samples	each	\$ 55.00
Difficult Moving or Standby	per hour	\$ 220.00
Clearing: light clearing performed by drill crew	per hour	\$ 220.00
Temporary Observation Well (2-inch PVC)	per foot	\$ 22.00
Type I Monitoring Well (2-inch PVC)	per foot	\$ 48.00
Well Pad, with Manhole	each	\$ 300.00
Steam Cleaner Rental	per day	\$ 250.00
Hole Covers	each	\$ 75.00
Maintenance of Traffic Equipment/Signage	per day	\$ 750.00
Maintenance of Traffic Certified Personnel	per hour	\$ 95.00
Asphalt/Concrete Coring Equipment	per day	\$ 500.00
Asphalt Cold Patch Per Core Hole	each	\$ 40.00

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Type II and Type III monitoring wells quoted per project



## NOVA SCHEDULE OF FEES (CONTINUED)

### LABORATORY SERVICES (CONSTRUCTION MATERIALS)

Oct 2018- Oct 2021

Atterberg Limits Testing	per test	\$ 78.00
Natural Moisture Content Testing	per test	\$ 18.00
Standard Proctor Testing	per test	\$ 135.00
Modified Proctor Testing	per test	\$ 155.00
Limerock/California Bearing Ratio Test (LBR/CBR)	per test	\$ 425.00
LBR/CBR	additional points	\$ 85.00
Particle/Grain Size Analysis	per test	\$ 120.00
Percent Fine than No. 200 sieve	per test	\$ 75.00
Dry/Wet Preparation of Soils/Aggregates	per sample	\$ 40.00
Organic Impurities Testing	per test	\$ 60.00
Organic Content by Ignition Testing	per test	\$ 85.00
Specific Gravity Testing Soils/Aggregates	per test	\$ 98.00
Reduction of Aggregate Field Samples	per sample	\$ 55.00
Unit Weight & Voids of Aggregates	per test	\$ 75.00
Los Angeles Abrasion Testing of Aggregates	per test	\$ 245.00
Carbonates & Organic Contents of Limerock/Aggregates	per test	\$ 245.00
Consolidation Testing	per test	\$ 590.00
Constant/Falling Head Permeability Testing (inc. UW, W200)	per test	\$ 275.00
Triaxial Shear Testing (3 point CU)	per test	\$ 990.00
pH Determination of Soils or Water	per test	\$ 55.00
Chloride and Sulfate Ion in Soils or Water	per test	\$ 98.00
Electrical Resistivity of Soils or Water	per test	\$ 98.00
FDOT/GDOT Complete Corrosion Series Testing	per sample	\$ 275.00
Compressive Strength Testing Cylinders, Prisms, Cubes	per test	\$ 18.00
Flexural Strength Testing of Beams - 3 <sup>rd</sup> Point Loading	per test	\$ 85.00
F'c Sample Prep and Bonded Capping	per specimen	\$ 8.00
Coring/Saw Cutting to obtain Cores/Beams - minimum	per event	\$ 475.00
Asphalt Maximum Specific Gravity (Rice) Testing	per test	\$ 175.00
Asphalt Bulk Specific Gravity of Compacted Pills/Cores	per specimen	\$ 45.00
Asphalt Bitumen Content by Ignition or Solvent Method	per test	\$ 95.00
Asphalt Extracted Aggregates Sieve Analysis	per test	\$ 95.00
Asphalt Marshall Pill Prep - Stability & Flow Testing	per test	\$ 195.00

## NOVA SCHEDULE OF FEES (CONTINUED)

### LABORATORY SERVICES (ENVIRONMENTAL)

Oct 2018- Oct 2021

*For laboratory testing of selected soil, water or waste samples.*

TCL – Volatile Organics (8260B)	per test	\$ 135.00
TCL – Semi-Volatile Organics (8270C)	per test	\$ 275.00
TCL – Chlorinated Pesticides (8081A)	per test	\$ 175.00
TCL – Chlorinated Herbicides (8151A)	per test	\$ 220.00
TPH – Diesel Range Organics (8015B)	per test	\$ 95.00
TPH – Gasoline Range Organics (8015B)	per test	\$ 95.00
BTEX (8260B)	per test	\$ 75.00
Polynuclear Aromatic Hydrocarbons (8270C) by GC	per test	\$ 130.00
8 RCRA Metals (6010B)	per test	\$ 150.00
13 Priority Pollutant Metals (6010B)	per test	\$ 170.00
PCBs (8082)	per test	\$ 95.00
TCLP Volatiles	per test	\$ 140.00
TCLP Semi-Volatiles	per test	\$ 225.00
TCLP RCRA Metals	per test	\$ 95.00
TCLP Mercury	per test	\$ 45.00

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Standard 5 day laboratory turn-around
- Rush 2 day laboratory turn-around: 2 times the regular rate will be applied, except TCLP
- TCLP rush surcharge quoted per project

## NOVA SCHEDULE OF FEES (CONCLUDED)

### MISCELLANEOUS EQUIPMENT

Oct 2018- Oct 2021

Air Pump-Personal Monitoring Pump	per day	\$ 45.00
Air Pump-Sensidyne/Gastec Sampler	per day	\$ 70.00
Air Pump-Ambient Air Sampler Grasby Hi-Vol	per day	\$ 45.00
Disposable Bailers	each	\$ 20.00
Explosimeter	per day	\$ 95.00
Flame/Photo Ionization Detector (FID/PID)	per day	\$ 98.00
Multimeter (Horiba or YSI) pH, DO, ORP, TURB, T	per day	\$ 225.00
Micro Purge Pump (Low Flow)	per day	\$ 170.00
Multigas Meter (CO, O2 , LEL, H2S)	per day	\$ 80.00
Oil / Water Interface Probe	per day	\$ 85.00
Peristaltic Pump	per day	\$ 70.00
Water Level Probe Electronic	per day	\$ 55.00
Respirator Cartridges	each	\$ 35.00
Air Compressor (1-5 HP)	per day	\$ 75.00
Manometer	per day	\$ 80.00
Generator	per day	\$ 90.00
Decon Kit/Sample Kit	each	\$ 55.00
Structure Scan Mini GPR	per day	\$ 500.00
Moisture Meter	per day	\$ 55.00
IAQ Meter (CO, CO2, RH, T)	per day	\$ 175.00
Infrared Camera	per day	\$ 450.00

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Rates Effective through December 31, 2018

140-A Lurton Street  
Pensacola, Florida 32505  
850.607.7762

17612 Ashley Drive  
Panama City Beach, Florida 32413  
850.249.6682  
850.249.6683 (Fax)

1630-C Old Bainbridge Road  
Tallahassee, Florida 32303  
850.421.6682

**CONSULTING, ENGINEERING, TESTING, ENVIRONMENTAL AND FACILITIES  
STANDARD SCHEDULE OF FEES FOR 2022 & 2023  
NOVA ENGINEERING AND ENVIRONMENTAL LLC**

**PROFESSIONAL SERVICES**

Nov 2021- Oct 2023

*For engineering, environmental, and facilities professional services including site visits, engineering analysis, project management, project meetings, report preparation, consultations etc.*

Technical Specialist	per hour	\$ 62.00
Geotechnical Technician	per hour	\$ 81.00
ICC Special Inspector/TI Delegate	per hour	\$ 81.00
Engineering/Geologic/Scientific Aide/ASNT I or II NDT Technicians	per hour	\$ 83.00
Staff Engineer/Geologist/Scientist	per hour	\$ 93.00
CWI/Facilities/Roofing/Building Envelope Consultant	per hour	\$ 93.00
GPR Technician ( <i>with field equipment &amp; 4 hour minimum</i> )	per hour	\$182.00
Project Engineer/Geologist/Scientist	per hour	\$114.00
Senior Engineer/Geologist/Scientist/ASNT III Technicians/SCWI	per hour	\$ 150.00
Chief Engineer/Geologist/Scientist/Threshold SI P.E.	per hour	\$ 192.00
Principal Materials Consultant/Principal Project Manager	per hour	\$ 202.00
Clerical / Drafting Support	per hour	\$ 62.00
Vehicle Trip Charge	per mile	\$ 1.00

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Personnel time expended will be invoiced in ½ hour increments.

[www.usanova.com](http://www.usanova.com)

## NOVA SCHEDULE OF FEES (CONTINUED)

### DRILLING SERVICES

Nov 2021- Oct 2023

*Drilling services costs for mobilization and fieldwork*

Mobilization	lump sum	\$ 571.00
All-Terrain Vehicle Charge, additional to mobilization	lump sum	\$ 285.00
Soil Test borings (n<50 feet)	per foot	\$ 13.00
Soil Test borings (n>50 feet)	per foot	\$ 16.00
Auger boring	per foot	\$ 10.00
<i>Borings deeper than 50 feet will have a \$3.00 per foot surcharge</i>		
Rock Coring set-up	per set-up	\$ 311.00
Rock Coring (NQ2-size core) less than 50 foot depth	per foot	\$ 73.00
Casing (where required) less than 50 feet	per foot	\$ 10.00
Water Truck Rental	per day	\$ 363.00
Undisturbed Sampling	each	\$ 202.00
Extra Split-spoon samples	each	\$ 58.00
Difficult Moving or Standby	per hour	\$ 228.00
Clearing: light clearing performed by drill crew	per hour	\$ 228.00
Temporary Observation Well (2-inch PVC)	per foot	\$ 23.00
Type I Monitoring Well (2-inch PVC)	per foot	\$ 50.00
Well Pad, with Manhole	each	\$ 311.00
Steam Cleaner Rental	per day	\$ 260.00
Hole Covers	each	\$ 78.00
Maintenance of Traffic Equipment/Signage	per day	\$ 779.00
Maintenance of Traffic Certified Personnel	per hour	\$ 99.00
Asphalt/Concrete Coring Equipment	per day	\$ 519.00
Asphalt Cold Patch Per Core Hole	each	\$ 42.00

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Type II and Type III monitoring wells quoted per project

## NOVA SCHEDULE OF FEES (CONTINUED)

### LABORATORY SERVICES (CONSTRUCTION MATERIALS)

Nov 2021- Oct 2023

Atterberg Limits Testing	per test	\$ 81.00
Natural Moisture Content Testing	per test	\$ 19.00
Standard Proctor Testing	per test	\$ 140.00
Modified Proctor Testing	per test	\$ 161.00
Limerock/California Bearing Ratio Test (LBR/CBR)	per test	\$ 441.00
LBR/CBR	additional points	\$88.00
Particle/Grain Size Analysis	per test	\$ 125.00
Percent Fine than No. 200 sieve	per test	\$ 78.00
Dry/Wet Preparation of Soils/Aggregates	per sample	\$ 42.00
Organic Impurities Testing	per test	\$ 62.00
Organic Content by Ignition Testing	per test	\$ 88.00
Specific Gravity Testing Soils/Aggregates	per test	\$ 102.00
Reduction of Aggregate Field Samples	per sample	\$ 57.00
Unit Weight & Voids of Aggregates	per test	\$ 78.00
Los Angeles Abrasion Testing of Aggregates	per test	\$ 254.00
Carbonates & Organic Contents of Limerock/Aggregates	per test	\$254.00
Consolidation Testing	per test	\$ 612.00
Constant/Falling Head Permeability Testing (inc. UW, W200)	per test	\$ 285.00
Triaxial Shear Testing (3 point CU)	per test	\$ 1027.00
pH Determination of Soils or Water	per test	\$ 57.00
Chloride and Sulfate Ion in Soils or Water	per test	\$102.00
Electrical Resistivity of Soils or Water	per test	\$ 102.00
FDOT/GDOT Complete Corrosion Series Testing	per sample	\$ 285.00
Compressive Strength Testing Cylinders, Prisms, Cubes	per test	\$ 19.00
Flexural Strength Testing of Beams - 3 <sup>rd</sup> Point Loading	per test	\$ 88.00
F <sup>c</sup> Sample Prep and Bonded Capping	per specimen	\$ 8.00
Coring/Saw Cutting to obtain Cores/Beams - minimum	per event	\$ 493.00
Asphalt Maximum Specific Gravity (Rice) Testing	per test	\$ 182.00
Asphalt Bulk Specific Gravity of Compacted Pills/Cores	per specimen	\$ 47.00
Asphalt Bitumen Content by Ignition or Solvent Method	per test	\$ 99.00
Asphalt Extracted Aggregates Sieve Analysis	per test	\$ 99.00
Asphalt Marshall Pill Prep - Stability & Flow Testing	per test	\$ 202.00

## NOVA SCHEDULE OF FEES (CONTINUED)

### LABORATORY SERVICES (ENVIRONMENTAL)

Nov 2021- Oct 2023

*For laboratory testing of selected soil, water or waste samples.*

TCL – Volatile Organics (8260B)	per test	\$ 140.00
TCL – Semi-Volatile Organics (8270C)	per test	\$ 285.00
TCL – Chlorinated Pesticides (8081A)	per test	\$ 182.00
TCL – Chlorinated Herbicides (8151A)	per test	\$ 228.00
TPH – Diesel Range Organics (8015B)	per test	\$ 99.00
TPH – Gasoline Range Organics (8015B)	per test	\$ 99.00
BTEX (8260B)	per test	\$ 78.00
Polynuclear Aromatic Hydrocarbons (8270C) by GC	per test	\$ 135.00
8 RCRA Metals (6010B)	per test	\$ 156.00
13 Priority Pollutant Metals (6010B)	per test	\$ 176.00
PCBs (8082)	per test	\$ 99.00
TCLP Volatiles	per test	\$ 145.00
TCLP Semi-Volatiles	per test	\$ 233.00
TCLP RCRA Metals	per test	\$ 99.00
TCLP Mercury	per test	\$ 47.00

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Standard 5 day laboratory turn-around
- Rush 2 day laboratory turn-around: 2 times the regular rate will be applied, except TCLP
- TCLP rush surcharge quoted per project

## NOVA SCHEDULE OF FEES (CONCLUDED)

### MISCELLANEOUS EQUIPMENT

Nov 2021- Oct 2023

Air Pump-Personal Monitoring Pump	per day	\$ 47.00
Air Pump-Sensidyne/Gastec Sampler	per day	\$ 73.00
Air Pump-Ambient Air Sampler Grasby Hi-Vol	per day	\$ 47.00
Disposable Bailers	each	\$ 21.00
Explosimeter	per day	\$ 99.00
Flame/Photo Ionization Detector (FID/PID)	per day	\$ 102.00
Multimeter (Horiba or YSI) pH, DO, ORP, TURB, T	per day	\$ 233.00
Micro Purge Pump (Low Flow)	per day	\$ 176.00
Multigas Meter (CO, O2 , LEL, H2S)	per day	\$ 83.00
Oil / Water Interface Probe	per day	\$ 88.00
Peristaltic Pump	per day	\$ 73.00
Water Level Probe Electronic	per day	\$ 57.00
Respirator Cartridges	each	\$ 36.00
Air Compressor (1-5 HP)	per day	\$ 78.00
Manometer	per day	\$ 83.00
Generator	per day	\$ 93.00
Decon Kit/Sample Kit	each	\$ 57.00
Structure Scan Mini GPR	per day	\$ 519.00
Moisture Meter	per day	\$ 57.00
IAQ Meter (CO, CO2, RH, T)	per day	\$ 182.00
Infrared Camera	per day	\$ 467.00

**Notes:**

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 20%.
- Rates Effective January 01, 2022 through December 31, 2023

140-A Lurton Street  
Pensacola, Florida 32505  
850.607.7782

17612 Ashley Drive  
Panama City Beach, Florida 32413  
850.249.6682  
850.249.6683 (Fax)

1630-C Old Bainbridge Road  
Tallahassee, Florida 32303  
850.421.6682





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		<u>Oct 2018</u> <u>thru Oct 2021</u>	<u>Nov 2021</u> <u>thru Oct 2023</u>
Acquisition/Relocation Adm.	Hour	\$175.00	\$182.00
Acquisition/Relocation Agent	Hour	\$127.00	\$132.00
Project Manager	Hour	\$175.00	\$182.00
Secretary/Clerical	Hour	\$80.00	\$83.00

For lump sum, the rates would be as follows:

Acquisition Services - \$7,000/parcel / parcel interest  
Relocation Services - \$8,000/relocation interest

Contact Person: Marsha Hayes, President / Managing Member  
[marsha\\_hayes@yahoo.com](mailto:marsha_hayes@yahoo.com) / 850-638-5411



# EXHIBIT "B"

## REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

**RFQ TITLE:**  
GENERAL ENGINEERING SERVICES FOR OKALOOSA  
COUNTY PUBLIC WORKS

**RFQ NUMBER:**  
RFQ PW 51-18

**LAST DAY FOR QUESTIONS:** July 6, 2018 3:00 P.M. CST

**RFQ OPENING DATE & TIME:** July 18, 2018 3:00 P.M. CST

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

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Clerk of Court by the "RFQ Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME American Consulting Engineers, LLC

MAILING ADDRESS  
4489 Woodbine Road

CITY, STATE, ZIP Pace, Florida 32571

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 04-3682340

TELEPHONE NUMBER: 850.289.1000 EXT:            FAX: 850.289.1001

EMAIL: rforrestel@acp-fl.com

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

AUTHORIZED SIGNATURE: *Ryan Forrestel* PRINTED NAME: Ryan Forrestel, PE

TITLE: Principal / Managing Member DATE: July 17, 2018

## GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from professional engineering firms for public infrastructure projects for professional engineering services including but not limited to: engineering studies and design; surveys; obtaining necessary federal, state, and local governmental agency permits; construction management; coastal management; environmental studies; solid waste management; water and wastewater; parks and recreation; facilities management; grant administration; geotechnical studies; architecture and/or structural engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

Agencies desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at [http://www.co.okaloosa.fl.us/dept\\_purchasing.html](http://www.co.okaloosa.fl.us/dept_purchasing.html).

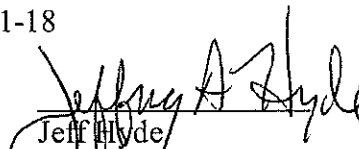
Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **July 18, 2018 @ 3PM** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non- delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "**Request for Qualifications for General Engineering Services for Okaloosa County Public Works.**" Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

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

**All submittals should be addressed as follows:**

Okaloosa County Purchasing Department  
RE: General Engineering Services for OCPW, RFQ PW 51-18  
5479A Old Bethel Road  
Crestview, FL 32536

  
Jeff Hyde  
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FL  
Graham W. Fountain Chairman

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

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their RFQ submission.

It is the intent of Okaloosa County, on behalf of its Public Works Department (OCPW), to contract with multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

The County's five year plan of projects will consist of the following ratio:

- Road Improvement/Work 60%
- Stormwater Improvements 20%
- Other/Grant Related Work 20%

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

The term of this contract will be for three (3) years with one (1) two (2) year renewal option. The terms of the renewal period will be negotiated up front and finalized into the initial three-year contract. The County reserves the right to award multiple contracts.

An original and six (6) copies of the Requests for Qualifications (RFQ) will be required with all copies having been signed by a company official with the power to bind the company in its contract. All copies must be completely responsive to the Request for Qualification guidelines for consideration.

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

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

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

**Submittals** to be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so, include a copy of the certification with submittal.
3. **Registration** – List of the State of Florida licensing/registration qualifications of the consultant's personnel assigned to this contract and business office.
4. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
5. **Area of Expertise** – Provide list of your company's area of expertise. Include listing of projects verifying same. Firms are not required to have expertise in all areas to be considered.
6. **Project Management Organization** – Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience and workload.
7. **References** – List five (5) references representative of past experience preferably in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project or services rendered.
8. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications.

**Evaluation/Selection of Submittals** – The submittals will be reviewed by the County's Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 45 pages. One piece of paper printed front and back is considered two pages. The 45 page maximum includes all required forms and certification copies, but excludes the cover and table of contents.

**Responsiveness to Proposal-15 pts**

- a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.

**Firm's Qualifications-15 pts**

- a. Firm's reputation and competence, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
- b. Firm's capacity to perform future work.

- c. The firm's ability to observe and advise whether plans and specifications are being complied with.
- d. Financial responsibility and solvency.
- e. Demonstrated expertise and experience in utilizing various design and modeling software.

**Past Accomplishments-20 pts**

- a. Fields of work for which the firm is proposing to perform.
- b. Experience with programs similar in size and scope to those herein proposed.
- c. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.

**Proposed Project Team-10 pts**

- a. Qualifications and responsibilities of personnel to be assigned to the program.
- b. Technical Education and Training of the proposed project team.

**Regulatory and Grant Experience-10 pts**

- a. Extent of experience and past performance when working with FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approvals.

**Performance Assurance-15 pts**

- a. Firm's capability to meet schedules.
- b. Willingness to meet time and budget requirements including past performance examples.

**References-5 pts**

- a. Feedback from references, representative of past experience preferably in the State of Florida similar to the services described herein.

**Geographic Location-10 pts**

- a. Geographic location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is a key factor. Points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.
1. Review of all submittals received will proceed as follows:
    - a. The Standing Selection Committee will review all written documents submitted.
    - b. The committee's ranking of prospective firms shall be based on aforementioned criteria.
    - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
  2. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
  3. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.

4. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is **prohibited** (1 exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement process. Any questions during this period should be directed to the Purchasing Manager or their appointed representative.

### **SPECIAL CONDITIONS**

1. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to solicitations shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
  
2. **Compliance with Florida Statute 119.071** - The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.
  
3. **Right to Waive and Reject**
  - A. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential proposers.
  
  - B. The County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  
  - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
  
4. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
  - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
  
  - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
  - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - F. Default under previous contract.
  - G. Listing of the Proposer by any Local, State or Federal Government on its barred/suspended vendor list.
5. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
6. **Investigation of Proposer** - The County may make such investigations as it deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the County any additional information and financial data for the purpose as the County may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
7. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
8. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

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

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or



spouses or child's interest and the nature of the intended business.

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

10. **Identical Tie Proposal** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
11. **Public Entity Crime Information** - 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

12. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
13. **Proposal Opening Information** - Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.

**NOTE: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.**

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

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

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

15. **Payments** - The contractor shall be paid based on each Task Order performed for the County in referenced to the contract with the County. They need to be submitted, in duplicate, to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., Crestview, FL, 32536. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.

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

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

## GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

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

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

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

### **LIMITS OF LIABILITY**

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

- |    |                                 |  |
|----|---------------------------------|--|
| 2. | Business Automobile             | \$1M each occurrence<br>(A combined single limit)  |
| 3. | Commercial General Liability    | \$1M each occurrence<br>for Bodily Injury & Property Damage<br>\$1M each occurrence Products and completed<br>operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence   |
| 5. | Professional Liability (E&O)    | \$1M each claim  |

**NOTICE OF CLAIMS OR LITIGATION**

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

**INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

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

## GENERAL CONDITIONS

### 1. PRE-QUALIFICATION ACTIVITY-

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

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

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

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

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

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

A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

D. Qualifications submitted by an individual shall show the respondent's name and official address.

E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner

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

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

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

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

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

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

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re-qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

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

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



8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**10. AWARD OF CONTRACT-**

**Okaloosa County Review** - Okaloosa County designated selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract(s) to the most qualified respondent(s), and the County reserves the right to award the contract(s) to the respondent(s) submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

11. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract#.
12. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
13. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
14. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of

its branches.

15. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
16. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
17. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
18. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
19. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

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

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

so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

21. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
22. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
23. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
24. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
25. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
26. **The following documents are to be submitted with the qualifications packet:**
  - A. Drug-Free Workplace Certification Form
  - B. Conflict of Interest
  - C. Federal E-Verify
  - D. Cone of Silence Form
  - E. Indemnification and Hold Harmless
  - F. Addendum Acknowledgement
  - G. Company Data
  - H. System Award Management Form
  - I. List of References
  - J. Certification Regarding Lobbying
  - K. Sworn Statement – Public Entity Crimes
  - L. Exhibit “B” General Grant Funding Special Proposal Conditions

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: July 17, 2018  
American Consulting

COMPANY: ADDRESS: Engineers, LLC

4489 Woodbine Road  
Pace, Florida 32571

PHONE NO.: 850.289.1000

SIGNATURE: 

NAME: Ryan Forrestel, PE  
(Typed or Printed)

TITLE: Principal / Managing Member

E-MAIL: rforrestel@acp-fl.com

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

YES \_\_\_\_\_

NO XX

**NAME(S)**

**POSITION(S)**

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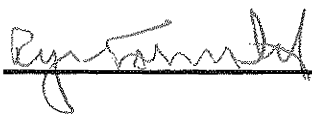
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FIRM NAME: American Consulting Engineers, LLC

BY (PRINTED): Ryan Forrestel, PE

BY (SIGNATURE): 

TITLE: Principal / Managing Member

ADDRESS: 4489 Woodbine Road

Pace, Florida 32571

PHONE NO. 850.289.1000

E-MAIL rforrestel@acp-fl.com


**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

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

DATE: July 17, 2018

SIGNATURE: 

COMPANY: American Consulting Engineers, LLC

NAME: Ryan Forrestel, PE

ADDRESS: 4489 Woodbine Road, Pace, Florida 32571

TITLE: Principal / Managing Member

E-MAIL: rforrestel@acp-fl.com

PHONE NO.: 850.289.1000

**CONE OF SILENCE**

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

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

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

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

I  representing American Consulting Engineers, LLC  
Signature Company Name

On this 17th day of July 2018 hereby agree to abide by the County's "**Cone of Silence**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

**INDEMNIFICATION AND HOLD HARMLESS**

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

American Consulting Engineers, LLC  
Proposer's Company Name


4489 Woodbine Road, Pace, Florida 32571  
Physical Address

4489 Woodbine Road, Pace, Florida 32571  
Mailing Address

850.289.1000  
Phone Number

850.777.6321  
Cellular Number

July 17, 2018  
Date

  
Authorized Signature – Manual

Ryan Forrest, PE  
Authorized Signature – Typed

Principal / Managing Member  
Title

850.289.1001  
FAX Number

850.777.6321  
After-Hours Number(s)



**ADDENDUM ACKNOWLEDGEMENT**  
**RFQ PW 51-18**

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

**ADDENDUM NO.**

**DATE**

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N/A - None Issued

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

**COMPANY DATA**

Respondent's Company Name: American Consulting Professionals

Physical Address & Phone #: 4489 Woodbine Road  
Pace, Florida 32571

Contact Person (Typed-Printed): Tracy Boutwell, PE / Principal-in-Charge  
Ryan Forrestel, PE / Principal / Managing Member

Phone #: 850.289.1000

Cell #: 850.777.6321

Federal ID or SS #: 04-3682340

DUNNS/SAM #: 61-386-8207  
American Consulting Engineers of Florida CA Lic. No: 9302  
Audit No. 228201902412 Expiration: 2/28/2019

Fax #: 850.289.1001

Emergency #'s After Hours,  
Weekends & Holidays: 850.777.6321

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

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

Offerors SAM information:

Entity Name: American Consulting Engineers, LLC

Entity Address: 4489 Woodbine Road, Pace, Florida 32571

Duns Number: 112604355

CAGE Code: 6EZH5

**LIST OF REFERENCES**

1. Owner's Name and Address: Santa Rosa County (Ranchettes Drainage Improvements)  
6075 Old Bagdad Highway, Milton, Florida 32583  
Contract Person: Michael Schmidt, PE Telephone # ( 850 ) 981.7100  
Email: michaels@santarosa.fl.gov
  
2. Owner's Name and Address: Santa Rosa County [CR 184A (Berryhill Road)]  
6075 Old Bagdad Highway, Milton, Florida 32583  
Contract Person: Chris Phillips, PE Telephone # ( 850 ) 981.7100  
Email: chrisp@santarosa.fl.gov
  
3. Owner's Name and Address: FDOT District Three (SR 87 South of Coldwater Creek to CR 178 / Van Jernigan Road)  
District Office, 1074 Highway 90 East, Chipley, Florida 32428-0607  
Donald Rogers / District  
Contract Person: Drainage Engineer Telephone # ( 850 ) 260.3215  
Email: donald.rogers@dot.state.fl.us
  
4. Owner's Name and Address: FDOT District Three (SR 87 South of Coldwater Creek to CR 178 / Van Jernigan Road)  
District Office, 1074 Highway 90 East, Chipley, Florida 32428-0607  
Tommy Johns / Project  
Contract Person: Manager (Atkins GEC) Telephone # ( 850 ) 260.3215  
Email: tommy.johns@atkinsglobal.com
  
5. Owner's Name and Address: FDOT District Three (SR 123 from North of Turkey Creek to SR 85 North)  
District Office, 1074 Highway 90 East, Chipley, Florida 32428-0607  
Bill Howell, Project  
Contract Person: Manager (Atkins GEC) Telephone # ( 850 ) 638.2288  
Email: bill.howell@atkinsglobal.com

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

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

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

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

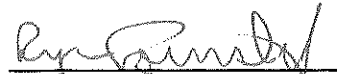
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Ryan Forrester, PE  
Principal / Managing Partner Name and Title of Contractor's Authorized Official

July 17, 2018 Date

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Okaloosa County General Engineering Services, RFQ PW 51-18

2. This sworn statement is submitted by American Consulting Engineers, LLC

Whose business address is: 4489 Woodbine Road, Pace, Florida 32571

and (if applicable) its Federal Employer Identification Number (FEIN) is .

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 04-3682340

3. My name is Ryan Forrestel, PE and my relationship to the entity named above is Principal / Managing Member

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

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

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

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

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

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

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

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

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

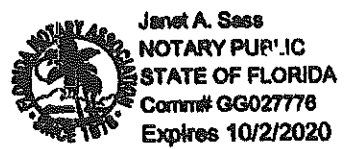
Date: July 17, 2018 Signature: Ryan [Signature]

STATE OF: Florida

COUNTY OF: Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 17<sup>th</sup> day of July, in the year 2018.

My commission expires: [Signature]  
Notary Public  
JANET A. SASS



Print, Type, or Stamp of Notary Public

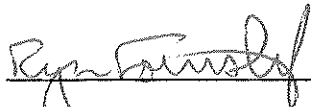
Personally known to me, or Produced Identification:  
\_\_\_\_\_

Type of ID

---

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

DATE: July 17, 2018

SIGNATURE: 

COMPANY: American Consulting Engineers, LLC

NAME: Ryan Forrestel, PE

ADDRESS: 4489 Woodbine Road  
Pace, Florida 32571

TITLE: Principal / Managing Member

E-MAIL: rforrestel@acp-fl.com

PHONE NO.: 850.289.1000





## Table of Contents

<b>1. Letter of Interest .....</b>	<b>1-1</b>
<b>2. Business Credentials .....</b>	<b>2-1</b>
Firm Overview – American Consulting Professionals – Prime.....	2-1
Specific Capabilities .....	2-1
Subconsultants Business Credentials and Areas of Expertise – Table 2-1 .....	2-2
<b>3. Registrations .....</b>	<b>3-1</b>
American Team’s Florida Professional License and Registrations – Table 3-1.....	3-1
<b>4. Specific Accomplishments.....</b>	<b>4-1</b>
Project Descriptions .....	4-1
<b>5. Areas of Expertise.....</b>	<b>5-1</b>
American – Prime Consultant.....	5-1
<b>6. Team Organization and Project Management.....</b>	<b>6-1</b>
Organizational Chart.....	6-1
American Key Personnel and Subconsultant Staff Qualifications .....	6-2
Key Personnel.....	6-2
American Personnel Qualifications .....	6-2
Subconsultant Staff Qualifications .....	6-7
Project Management.....	6-10
<b>7. References .....</b>	<b>7-1</b>
References – Table 7-1 .....	7-1

## Forms



## 1. LETTER OF INTEREST

July 18, 2018

**Okaloosa County Purchasing Department**  
ATTN: Mr. Jason Autrey, Public Works Director  
5479A Old Bethel Road  
Crestview, FL 32536

**RE: General Engineering Services for OCPW, RFQ PW 51-18**

Dear Mr. Autrey:

As part of the Florida panhandle American Consulting Professionals (American) understands the challenges facing Okaloosa County (the County) with the major issue being congestion along the County's major roadways. We understand the limited dollars available to the County to try and meet the demands of the traveling public, especially with the high cost of road construction. American is committed to working with the County to overcome these issues and continue the progress towards improving the County's transportation infrastructure.

American is well-versed in providing general engineering services to local municipalities and county's on a continuing services basis throughout the State of Florida including the cities of Tampa, North Port, Tarpon Springs, Safety Harbor, and Port St. Lucie, Charlotte, Pasco and Sarasota Counties, including the Florida Department of Transportation (FDOT) districts One, Two, Three, Four, Seven and Florida's Turnpike Enterprise. The experience and knowledge our professionals have gained through our work on general engineering services contracts will provide the County with a dedicated team that will provide the responsiveness, timeliness, quality and ingenuity required for the County to successfully move forward in improving your transportation infrastructure.

American is accustomed to working on numerous tasks simultaneously and understands how to coordinate with the County to prioritize project demands, avoiding pitfalls and maximizing scheduling and design efficiencies.

Providing the County with high-quality services takes an innovative and safety-focused team. American has provided roadway engineering services to neighboring counties, including Santa Rosa and Escambia counties similar to the services required by the County, including:

- Roadway
- Drainage
- Structures
- Construction cost estimating
- Signalization
- Signing and Pavement Marking Plans
- Utility Coordination
- Environmental Reviews
- Permitting
- Concept plans
- Scheduling
- Traffic studies
- Grants / alternative funding

American Consulting Professionals will serve as the prime consultant for the General Engineering Services for OCPW RFQ PW 51-18 with Okaloosa County. American will manage this contract from our Pace, Florida office located at:

4489 Woodbine Road  
Pace, Florida 32571  
P. 850.289.1013  
F. 850.289.1001

Contact: Kari Tharpe, PE, Project Manager  
Email: [ktharpe@acp-fl.com](mailto:ktharpe@acp-fl.com)



American's work with neighboring counties demonstrates our familiarity with and knowledge of the panhandle and the challenges facing the County. This abundant experience is evidence that we can provide excellent service for this general engineering services contract with the County.

American's team will be led by Kari Tharpe, PE; she brings 19 years of experience to this contract with the County providing project management, and stormwater and drainage engineering services.

Ms. Tharpe will be supported by professionals experienced with similar engineering contracts. Our team will be complemented by our subconsultants for as-needed services. Our subconsultants include NOVA for geotechnical; Jehle-Halstead for solid waste, water / wastewater, parks and recreation / facilities management and construction engineering inspection (CEI) support; Cardno, Inc. for subsurface utility engineering (SUE); and SAM Surveying and Mapping, LLC for survey; and Hayes Consulting for right-of-way.

We look forward to the opportunity to deliver general engineering services to the County and assist you in achieving your transportation infrastructure goals.

**American Consulting Professionals, LLC**

Tracy Boutwell, PE  
Principal-in-Charge



## 2. BUSINESS CREDENTIALS

### FIRM OVERVIEW – AMERICAN CONSULTING PROFESSIONALS – PRIME

American was founded in 1987 as the Florida Operation of American Consulting Engineers, PLC and changed to American Consulting Engineers of Florida, LLC in 2002. Since 2002 American has grown from 25 employees to more than 90 and has added project development and environment (PD&E), CEI, environmental support, planning and unmanned aircraft system (UAS) services to our expanding list of professional transportation capabilities.

With American's dedicated engineers, planners, surveyors, environmental scientists, technicians and support staff we will provide the County with the full services of a large firm with a smaller firm approach ensuring the County's needs are met and / or exceeded.

Since our inception American has grown to include offices in Pace, Port Charlotte, and West Palm Beach, Florida as well as Dalton and Conyers, Georgia; and Fulton Maryland; with our corporate headquarters in Wesley Chapel, Florida.

### SPECIFIC CAPABILITIES

#### Roadway

- Drainage
- Signals
- Signing and pavement marking
- Lighting

#### Traffic Engineering

- Transportation planning
- Traffic operations
  - Traffic analysis
  - Interchange studies (IMR, IJR, IOAR, and SIJR)
  - Capacity analysis
  - Corridor analysis
  - Safety studies
  - Traffic simulation studies

- Alternative analysis including roundabout modeling
- Traffic studies
  - Signal warrant studies
  - Traffic calming initiatives
  - Traffic impact studies
  - Signal timings studies
  - Intersection improvement studies
  - Lighting justification studies
  - Qualitative assessment studies
  - Design traffic technical memorandum
  - Signing inventory studies
  - Roundabout justification studies

#### Structures

- Retaining wall structures
- Box culverts
- Load rating analysis
- Overpass structures
- Bridges over waterways
- Pedestrian bridges
- Overhead sign/mast arm signal supports
- Sound barrier walls
- Timber structures
- Scour analysis/hydraulic and hydrological studies
- Bridge inspection and evaluation

#### PD&E/Environmental/NEPA/Funding

- PD&E/NEPA/Permitting
  - Traffic evaluation of future travel demand
  - Conceptual engineering and cost estimating
  - Environmental assessment of potential impacts
  - Public involvement
  - Permitting
  - Wetland delineation and mitigation
  - Ecological studies
  - Essential fish habitat assessments
  - Endangered species biological assessments
  - Wildlife surveys and mitigation
  - Social and economic assessment
  - Section 7 consultation



- NEPA documentation
- Section 4(f) assessments
- Traffic noise assessment
- Air quality assessments
- Contamination screenings
- Phase I environmental site assessment (ESA)
- Water quality management
- Alternative funding research
- Grant application preparation

**Survey/Mapping/GIS**

**Construction Engineering and Inspection**

**Graphics and Web Services**

- Before and after illustrations
- 3D conceptual renderings and fly-throughs
- Website development
- Project websites
- Displays, supporting graphics, and various media for public meetings

**SUBCONSULTANTS BUSINESS CREDENTIALS AND AREAS OF EXPERTISE – TABLE 2-1**

FIRM SUMMARY   CONTRACT ROLE   LOCATION			CAPABILITIES (RELATED TO THE COUNTY'S CONTRACT)
<b>NOVA</b>	<b>GEOTECHNICAL</b>	<b>PENSACOLA, FLORIDA</b>	Preliminary and Final Explorations; Site Characterization Studies; Site Preparation and Foundation; Slope Stability / Embankment Analysis; Foundation, Earthwork / Settlement; Evaluations Analysis and Inspections; Site Specific Seismic Assessment; Plan Review
NOVA is an employee-owned engineering consulting firm with more than 350 personnel in 15 offices in 4 states. Their geographic coverage enables their personnel to have a vast working knowledge of local soil and geologic conditions, and established relationships with local regulatory agencies. Their professional staff consists of registered engineers, geologists, scientists, ICC and Florida Threshold inspectors, certified inspectors for housing and urban development, building officials, laboratory specialists, NICET and ACI-certified technicians, AWS-certified welding inspectors and specialty consultants.			
<b>JEHLE-HALSTEAD, INC. (JHI)</b>	<b>SOLID WASTE MANAGEMENT; WATER / WASTEWATER; PARKS AND RECREATION – FACILITIES MANAGEMENT</b>	<b>PENSACOLA, FLORIDA</b>	
JHI is a civil engineering and surveying consulting firm specializing in planning, design, permitting and construction administration for a wide variety of land development and infrastructure projects across the business, private and public sectors. JHI's project experience and expertise includes potable water supply, storage and distribution, waste water collection, treatment and disposal, storm water management, roadway and transportation facilities, solid waste disposal, site design and subdivision development. <i>JHI is a certified small business through FDOT.</i>			Civil Engineering; Surveying; Planning; Design; Permitting; CEI / Construction Administration
<b>CARDO, INC.</b>	<b>SUBSURFACE UTILITY ENGINEERING (SUE)</b>	<b>LAKE CITY, FLORIDA</b>	SUE; 3-D Underground Imaging; Utilities
Cardno provides SUE services to increase the understanding of underground utilities for project owners, utility owners, designers, engineers and contractors. They deliver accurate mapping information of existing underground utilities, allowing clients to make informed decisions, avoid costly conflicts or project delays, and eliminate risk. Their expert SUE teams manage all aspects of utility relocations and redesigns, including avoiding and resolving utility conflicts and addressing construction issues. Cardno has provided SUE services for more than three decades and has the most complete utility investigation toolbox and fleet in the world. Their depth of experience and resources enables their professionals to provide clients with customized, cost-efficient solutions to meet all project needs.			



FIRM SUMMARY   CONTRACT ROLE   LOCATION	CAPABILITIES (RELATED TO THE COUNTY'S CONTRACT)
<p><b>SAM SURVEYING AND MAPPING, LLC (SAM)   SURVEYING   NICEVILLE, FLORIDA</b>            SAM, LLC, a provider of geospatial solutions recently completed the acquisition of Nobles Consulting Group, Inc. (NCG), a multi-discipline firm offering surveying and engineering related services to a variety of private and public sector clients. With Florida offices located in Niceville, Pensacola, Chipley and Tallahassee. NCG established in 1980 has a staff of over 42 employees with over eight (8) full time field survey crews. NCG provides a full range of surveying services with state of the art equipment and software providing clients with comprehensive survey data on projects throughout Northwest Florida. As of July 1, 2018, all employees of NCG became part of SAM and began operating in Florida as part of SAM Surveying and Mapping, LLC.</p>	<p>Sectional, Boundary, Construction, Foundation, Final, As-Built, Topographic, Wetland/Jurisdiction Line, Mean High Water, Department of Environmental Protection, ALTA, Roadway Design, Quantity, Right of Way, Specific Purpose, Subdivision Design/Platting, Topographical and Control Surveys</p>
<p><b>HAYES CONSULTING SERVICES (HCS)   RIGHT-OF-WAY   CHIPLEY, FLORIDA</b>            HCS specializes in large public/quasi-public land rights acquisition programs under the threat of condemnation. They have participated in purchasing or valuing road right of way, electric transmission, distribution, aviation, conservation, telecommunication, and pipeline easements. HCS is familiar with the local area having led districtwide Acquisition/Relocation services contracts for FDOT District Three. <i>HCS is a certified disadvantaged business enterprise (DBE).</i></p>	<p>Right-of-Way; Acquisition / Relocation</p>



### 3. REGISTRATIONS

American is registered to do business in the state of Florida as a Limited Liability Company. American's Pace office is registered through the Santa Rosa County business office and all licensed / registered team members listed below are licensed / registered through the State of Florida. All services performed for the County will be performed /

managed through the American office in Pace, Florida. The Pace staff has been serving Northwest Florida for the past 20 years and has developed a reputation of operational excellence through their work with cities, counties and the FDOT District Three office.

The table below provides a listing of the American team's Florida licenses/registrations.

**AMERICAN TEAM'S FLORIDA PROFESSIONAL LICENSE AND REGISTRATIONS – TABLE 3-1**

TEAM MEMBER / FIRM	REGISTRATION(S)	TEAM ROLE
KARI THARPE, PE / AMERICAN	Professional Engineer	Project Manager; Stormwater; Grant Funding
TRACY BOUTWELL, PE/ AMERICAN	Professional Engineer	Principal-In-Charge; Roadway; Grant Funding
AKRAM HUSSEIN, PE / AMERICAN	Professional Engineer	Signal and Lighting
ERIK LESCHAK, PE / AMERICAN	Professional Engineer	Roadway
LEAHANN POWELL, PE/ AMERICAN	Professional Engineer	Structures
BILL ADAMS ,PE/ AMERICAN	Professional Engineer	Stormwater
MANUEL CUETARA, JR., PE/ AMERICAN	Professional Engineer	Stormwater
RYAN FORRESTEL, PE/ AMERICAN	Professional Engineer	Roadway QA/QC
DON KEENAN PE / AMERICAN	Professional Engineer	Structures QA/QC
JACK KNOWLTON, PE	Professional Engineer	CEI
WILLIAM LAWRENCE, PE / NOVA	Professional Engineer	Geotechnical
JESSE JAMES, EI / NOVA	Engineering Intern (EI) Certification	Geotechnical
DAVID GRISWOLD, PSM / NOBLES	Professional Surveyor and Mapper	Surveying
CHAD TURNER, PSM / NOBLES	Professional Surveyor and Mapper	Surveying
ERIC STUART, PSM / NOBLES	Professional Surveyor and Mapper	Surveying
DARYL THIE, PLS	Professional Surveyor and Mapper	SUE
MARSHA HAYES, SR/WA / HAYES	Licensed Real Estate Broker; Certified General Contractor; Notary Public Commission; Certified Asbestos Management Planner; Certified Asbestos Inspector	Right-of-Way
GLENN HALSTEAD, PE / JHI	Professional Engineer	Solid Waste; Water/Wastewater
D. PATRICK JEHLER, JR, PE / JHI	Professional Engineer	Parks and Recreation; Facilities Management
MICHAEL LYNCH, PE / JHI	Professional Engineer	Parks and Recreation; Facilities Management



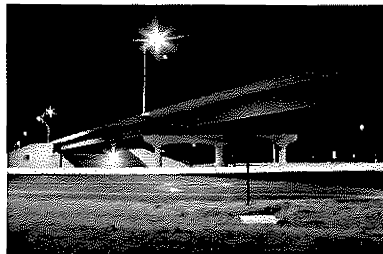
## 4. SPECIFIC ACCOMPLISHMENTS

The American team has completed and/or is currently working on more than 70 roadway and drainage projects for the state of Florida and local counties and municipalities. We are thoroughly familiar with FDOT requirements, and are very familiar with the County's geographical area from our extensive project experience in Okaloosa County and surrounding counties, FDOT District Three and our convenient proximity to the County offices with our Pace office. As shown by the similar projects below, the American team has extensive experience with roadway and storm water projects. Our team's experience with PD&E and design projects for FDOT provides us insight to the area from a regional standpoint, giving the American team an advantage over other firms.

### PROJECT DESCRIPTIONS

*American – Prime Consultant*

#### SR 123 from North of Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County, Florida



- Project Management
- QA/QC
- Roadway
- Signing and Marking
- Structures Design
- Pond Designs
- Environmental
- Geotechnical
- Utility Coordination
- Surveying
- Landscaping
- Lighting and Power Line Design
- BOCC / Public Involvement

This project included 1.7-mile two- to four-lane rural reconstruction design including a flyover design for SR 123. The two-span flyover bridge is over 390 feet long and includes curved steel girders with a cast-in-place concrete deck. The project included mechanically stabilized earth (MSE) walls

along the approach roadway and required coordination with Eglin Air Force Base due to

aesthetic requirements. American also provided detailed maintenance of traffic plans due to horizontal and vertical alignment changes, and temporary signalization for the SR 123/SR 85 intersection. Additional services included signing and marking plans, utility coordination, permitting, pond designs, landscaping, lighting, and power line design.

#### SR 30 (US 98) Harbor Boulevard from East Pass Bridge to Airport Road – FDOT District Three, Okaloosa County, Florida



- Project Management
- QA/QC
- Roadway
- Stormwater / Drainage
- Signing and Marking
- Structures Design
- Environmental
- Geotechnical
- Utility Coordination
- Surveying
- Lighting
- Mast Arm Design
- BOCC / Public Involvement

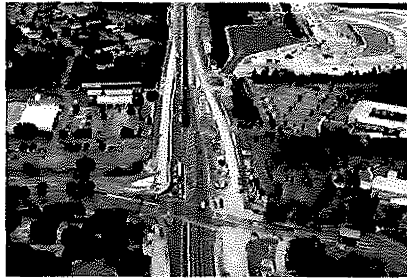
This reconstruction, resurfacing, restoration and rehabilitation (RRR) project involved resurfacing SR 30 (US 98) Harbor Boulevard from the East Pass Bridge to Airport Road, a distance of approximately 3 miles. The existing divided four-lane urban typical section consists of two 12-foot travel lanes in each

direction separated by a 30-foot landscaped median. Major work included milling and resurfacing the existing roadway and Americans with Disabilities Act (ADA) improvements including actuated midblock cross walks and mast arms. Other work items include pavement design, turn lane design, minor drainage improvements, signing and pavement marking, lighting justification report, mast arm design, traffic control plans, utility coordination, permitting, public involvement, survey and mapping, and geotechnical. The design included coordination with the City of Destin, Okaloosa County, Okaloosa- Walton TPO, and residential areas and businesses.





**SR 30 (US 98) at Cody Avenue, Single Point Urban Interchange Design-Build – FDOT District Three, Okaloosa County, Florida**



This project consisted of providing a SPUI design to elevate four lanes of US 98 over Cody Avenue /

- Project Management
- QA/QC
- Design-Build
- Roadway
- Stormwater / Drainage
- Environmental
- Geotechnical
- Utility Coordination
- Surveying
- Lighting
- Cost Estimating

Champaign Street including accommodations for future six-laning of US 98, pedestrian features along Cody Avenue and Champaign Street, signalization, stormwater facilities, permitting,

lighting, and utility relocation work. This project was located within US Air Force right of way and was designed to meet strict requirements from Hurlburt Field, base clearance for all personnel working within the project limits, and acquiring AF 103 Dig Permits. American provided utility coordination services for the private utility companies to assist in the relocation of their lines into a designated utility corridor and at proper depths established by the design-build team to avoid conflicts during construction. Bi-weekly on site meetings were held with additional field meetings scheduled as needed to facilitate the relocation efforts. American also provided peer review of the structure plans.

**SR 87 South of Coldwater Creek to CR 178 / Van Jernigan Road – FDOT District Three, Santa Rosa County, Florida**



American provided design for widening SR 87 from two to four lanes from south of Coldwater Creek to CR 178. The rural typical section consists of four 12-foot travel lanes, 10-foot outside shoulders (5-foot paved), and 8-foot inside shoulders in each direction separated by a grassed median. Additional right-of-way was required to

- Project Management
- QA/QC
- Roadway
- Structures
- Stormwater / Drainage
- Environmental
- Geotechnical
- Utility Coordination
- Surveying
- BOCC / Public Involvement

accommodate the proposed typical section. The traffic control plan consisted of alignment shifts and phasing in order to maintain two lanes of traffic during construction along with temporary side street road closures and on-site diversions. The utility coordination efforts included reviewing existing utility plans, off-site meetings, and one on one coordination to pinpoint impacts and adjusting drainage structures to avoid additional impacts to major crossings and providing adequate clear zone and maintenance access to the electrical poles. SR 87 is a designated hurricane evacuation route.

**CR 184A (Berryhill Road) – Santa Rosa County, Florida**



This project included the plan development to resurface the existing roadway.

This Local Agency Program (LAP) project included milling and resurfacing design, pavement design, no passing zone study, signing and marking plans, and utility coordination. Due to severe cracking in the pavement, a crack relief layer was used. This project

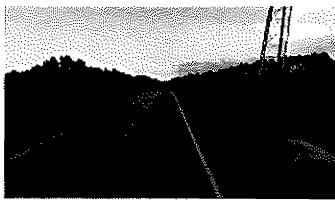


- Project Management
- QA/QC
- Roadway
- Signing and Marking
- Stormwater / Drainage
- Environmental
- Geotechnical
- Utility Coordination
- Surveying
- BOCC / Public Involvement

was successfully completed on a tight schedule of three months, from notice to proceed to final FDOT approved plans, including 60% and 90% submittals. The project was

originally scoped as a safety improvement project with emphasis on repairing the severely deteriorated roadway. Due to Santa Rosa County's budget constraints, American was able to tailor the design budget to minimize costs that provided the County with the critical item required to repair the roadway. Safety improvements such as guardrail and drainage were provided as alternative bid items so that if additional funding were made available those improvements could be added to the project during the bidding process.

**SR 8 (I-10) from Santa Rosa County Line to East of CR 189 (Log Lake Road) – FDOT District Three, Okaloosa County, Florida**

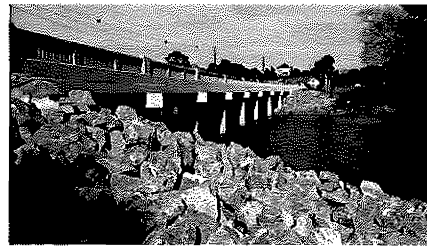


- Project Management
- QA/QC
- Roadway
- Signing and Marking
- Stormwater / Drainage
- Environmental
- Geotechnical
- Utility Coordination
- Surveying
- BOCC / Public Involvement

This project consisted of resurfacing SR 8 with a mainline length of 3.112 miles. The project included design to improve safety, repair areas of deterioration, and extend the useful life of the roadway including slope correction, guardrail extension and replacement, median barrier, and

rumble strips. On and off ramps and areas associated with the interchange at CR 189 were also resurfaced.

**Marquis Bayou Bridge Replacement – FDOT District Three, Santa Rosa County, Florida**



This project included the design of a replacement bridge over Marquis

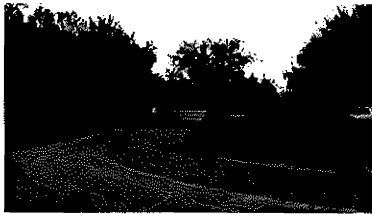
- Project Management
- QA/QC
- Roadway
- Structures Design
- Environmental
- Geotechnical
- SUE
- Surveying
- BOCC / Public Involvement

Bayou. American performed an alternatives analysis to determine the most appropriate alignment option, preparation of a

bridge hydraulics report, bridge development report, approach roadway plans, environmental, and permitting for a new two-lane facility on a hurricane evacuation route over an outstanding Florida waterway. Based on input from the public involvement meeting, American assisted FDOT with the coordination efforts necessary to prepare and submit a Section 106 case study due to the historical significance of the bridge railings. Additional alternatives were prepared, including a north and south bypass with detailed cost estimates. Additional public involvement was required based on the historical nature of the existing bridge railings and the mitigation efforts required. The final alignment allowed the new bridge to be placed where the existing bridge was currently located using a temporary detour bridge to the south. The existing railings were salvaged and placed on the new bridge as the pedestrian railing.



**Ranchettes Drainage Improvements – Santa Rosa County, Florida**

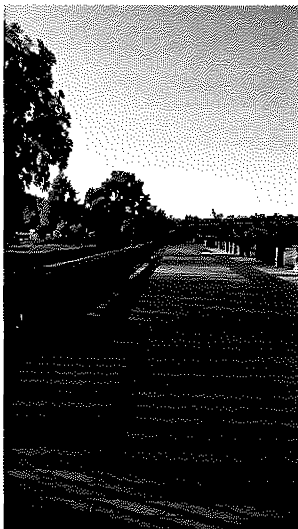


- Project Management
- QA/QC
- Stormwater / Drainage
- Environmental
- Right-of-Way
- Acquisition
- Cost Estimating

American completed drainage design providing stormwater mitigation to alleviate structural flooding in the Ranchettes, Northridge, and Whisper Bay subdivisions in south Santa Rosa County. Proposed

improvements included the acquisition of drainage easements, the land acquisition and construction of a stormwater pond in addition to the construction of conveyance swales and the installation of storm sewer pipes and inlets. In addition, a new downstream outfall system was designed to supplement the existing outfall to convey flood waters to Pensacola Bay. This project is federally funded through Hazard Mitigation Grant Program (HMGP).

**Riverwalk South Boardwalk Extension, Milton, Florida**



- Project Management
- QA/QC
- Design
- Environmental
- Cost Estimating

American is designed the Riverwalk South boardwalk extension, which will improve pedestrian access for the growing community and enhance both the cultural and economic prosperity of the City. This expanded the existing boardwalk to the south approximately 365 feet toward the railroad trestle bridge to another

planned development and potential new marina. The new boardwalk was designed to match the aesthetic

features of the existing boardwalk, which is a waterfront access point to Blackwater River, an Outstanding Florida Water. These features included a pedestrian handrail on the land side and timber posts on the marine side. Additional improvements will include sidewalks and a staging area for park events within the existing City property located adjacent to the proposed boardwalk. Environmental services included permitting through the Florida Department of Environmental Protection (DEP) and the United States Army Corps of Engineers (USACE).

**Publix on Woodbine Road Traffic Signals – Santa Rosa County, Florida**



- Project Management
- QA/QC
- Roadway
- Signalization
- Structures Design
- Utility Coordination
- SUE
- Surveying

American provided a traffic engineering study to support the need for two new signals for the Publix development

located on Woodbine Road. Once approved, American provided signalization plans including mast arm designs for new signals on

Woodbine Road and Chumuckla Highway. Additional services included coordination with the overall project development, utilities, and SUE data and necessary survey.

**Lake Charlene Emergency Roadway Evaluation – Escambia County, Florida**



American provided services for three projects within the Lake Charlene subdivision in Escambia County. These projects

included a Drainage Basin Study and Analysis for Lake Charlene and adjacent ditch systems, design plans for ditch improvements using Flexamat



- Project Management
- QA/QC
- Roadway
- Stormwater / Drainage Design
- Emergency Design
- Geotechnical
- Surveying

optional materials and emergency contract services providing preliminary engineering assessment of flood

damage caused by the April 2014 floods. Other services included regional drainage modeling, roadway pavement design, geotechnical assessment, and survey. This project was federally funded.

**US 90 PD&E Study from Scenic Highway to the Santa Rosa County Line and from the Escambia County Line to Glover Lane – FDOT District Three, Santa Rosa and Escambia Counties**



- Project Management
- QA/QC
- Roadway
- Structures
- Stormwater / Drainage
- Environmental
- Geotechnical
- Surveying
- Right-of-Way
- Cost Estimates
- BOCC / Public Involvement

American performed a PD&E study for US 90 within Escambia and Santa Rosa counties, from Scenic Highway to Glover Lane. The length of the study area is approximately 11.8 miles. The project included reviewing 12 bridges that were analyzed for potential replacement or

widening. Typical section alternatives, including rural, urban, and suburban, were evaluated for the corridor. The scope of work included traffic analysis, agency coordination, public meetings, a public hearing, and all supporting documentation. Environmental work included preparation of Type 2 Categorical Exclusion (CE), natural resource evaluation, endangered species biological assessment, air quality screening, contamination screening, traffic noise analysis, and water quality evaluation. Coordination was required with Santa Rosa County for potential impacts to two park

facilities on the project. Other engineering work included pond sizing and bridge hydraulics reports. The project is nearing completion pending approval from FDOT office of Environmental Management.

***NOVA – Geotechnical Engineering***

**SR 123 Improvements (North of Turkey Creek to SR 85) – FDOT District Three, Okaloosa County, Florida**  
 NOVA was the Geotechnical Engineer of Record for this project located in Okaloosa County. The project included constructing a new two-lane roadway to the west of and parallel to the existing two-lane section and stormwater management system improvements consisting of retention basins and a stream restoration. NOVA provided geotechnical recommendations for the new pavement sections and soil parameters to aid in safety management system (SMS) design.

**Crescent Lake Dam Repair and Drainage Improvements – Pensacola, Escambia County, Florida**  
 NOVA was the geotechnical engineer of record for the Crescent Lake dam repair and drainage improvements project in Pensacola Escambia County, Florida. Following the spring of 2014 flooding event, in which rainfall totals exceeded 15 to 20 inches in a 24-hour period, the dam at Crescent Lake failed, draining the lake and flooding residences downstream. NOVA provided geotechnical recommendations and construction materials testing for the repairs of the earthen dam, and subsequent drainage improvements including the replacement of stormwater conveyance systems with larger below-grade piping for the surrounding basin.

**Pine Blossom Road Draining Improvements – Milton, Santa Rosa County, Florida**  
 NOVA was the Geotechnical Engineer of Record of the project to improve the drainage characteristics in the Pine Blossom Road corridor located in Milton, Santa Rosa County, Florida. Our scope of services included geotechnical recommendations for the replacement of approximately 2,300 linear feet of a sub-surface stormwater conveyance system.



**Jehle-Halstead, Inc. – Solid Waste; Water / Wastewater; Parks and Facilities / Facilities Management**

**Beach Haven Drainage and Sanitary Sewer Project – Escambia County and Emerald Coast Utilities Authority (EQUA), Escambia County, Florida**  
The Beach Haven Drainage and Sanitary Sewer Project is a joint project between Escambia County and the ECUA, to be managed by Escambia County Engineering Division of Public Works, for providing enhanced stormwater improvements and sanitary sewer services to all lots located in the Beach Haven neighborhood. The project is being completed in phases. Phase I project boundaries extend from Gulf Beach Highway on the south to Jones Swamp on the north, Decatur Avenue on the West and Mills Avenue on the East. It is the intent of the County, in partnership with ECUA, to implement drainage and sanitary sewer improvements in the entire project area.

The scope of this project include drainage enhancements with removal of unsafe deep roadside ditches, prevent roadway and adjacent lot flooding, prevent roadside shoulder ponding, provide dirt road paving improvements to North Street, provide roadway connectivity between roadways or otherwise cul-de-sacs at roadway terminations, provide roadway reconstruction & resurfacing improvements as adjacent roadways are impacted by the construction, and provide sanitary sewer services as directed by ECUA with elimination of septic tanks and associated drain fields.

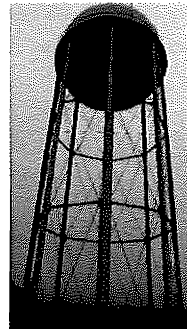
Phase I construction will consist of the following:

- Excavation and grading for seven wet retention ponds on a vacant County-owned site just north of North Street. The ponds will provide stormwater attenuation and treatment. The ponds will include wetland plantings to establish new littoral zones.
- Demolition and removal of asphalt on the roads referenced above. Implement appropriately sized stormwater infrastructure on each street.
- Implement appropriate sanitary sewer infrastructure.

- Replace all driveways and mailboxes that had to be removed in the demolition phase, sod all remaining disturbed areas.
- Utility relocations as necessary to accomplish the overall project goals.

The improvements will be constructed within existing Escambia County rights-of-way and property owned by Escambia County.

**Well and Water Plant No.6 and 750,000 Gallon Elevated Storage Tank – East Milton Water System, Inc., Milton, Florida**



JHI provided Civil engineering design and permitting for all work associated with a new 1000 gallon per minute (gpm) potable water well and 750,000 gallon multi-leg elevated water storage tank. The project also included site design improvements for adjacent stormwater facilities. Water main upgrades were also provided

based on hydraulic analysis work performed by JHI. These services were provided under a continuing contract engineering services.

**Sanders Beach Community Center / Corinne Jones Resource Center – Pensacola, Florida**

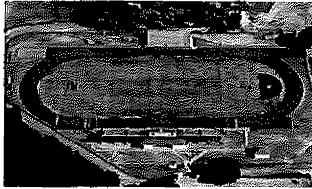


JHI provided Civil engineering design for all sitework improvements including parking lots, utilities, sidewalks, stormwater facilities, seawall, piers, beach

renourishment and boat launch facilities. JHI has been involved with design of facilities at Sanders Beach since the 1990's and most recently with the new Community Center.

**Washington High School (WHS) Track - Escambia County School District**

This is a totally rubberized running surface and the only such facility in the immediate area. Due to the quality of track, WHS hosted 6 track and field events this past season, including the Region 1-3A Championship which has historically been held in Jacksonville. JHI has also assisted the Escambia



County School District with the design and construction of new tennis courts at WHS

**Continuing Services for Landfill Engineering – International Paper, Pensacola Mill**

International Paper (IP), Pensacola, creates a waste product that is locally landfilled on properties owned and operated by IP. The landfill designs include planning, permitting, access control, operations control, stormwater handing, leachate control, operational plans, and closure plans. JHI has served as the engineer for the last 12 years for IP providing these services and have a working knowledge of all regulations and design practices for each of these disciplines.

**Cardno, Inc. – SUE**

**SR 30 (US 98) Harbor Boulevard from East Pass Bridge to Airport Road – FDOT Okaloosa County, Florida**

Cardno provided designating (ASCE Quality Level B) and locating (ASCE Quality Level A) subsurface utility engineering to determine the precise horizontal and vertical position of underground utilities within the project limits for this major reconstruction project. Cardno's scope of services also included using non-destructive vacuum excavation to clear mast arms for proposed mid-block crossings.

**SR 30 (US 98) Pensacola Bay Bridge Replacement Design-Build – FDOT District Three, Escambia and Santa Rosa Counties, Florida**

Cardno provided the horizontal and vertical project control, full TOPO/DTM design survey, multi Beam hydrographic survey and designating (ASCE Quality Level B) and locating (ASCE Quality Level A) SUE services for this major bridge replacement design-build project.

**SAM Surveying and Mapping. – Surveying**

Northwest Florida – FDOT District Three experience includes:

- SR 189 (Beal Parkway) from South of Manring Drive to SR 188 (Racetrack

Boulevard) – FDOT District Three, Okaloosa County, Florida

- SR 30 (US 98) at the Hurlburt Field entrance on Eglin Air Force Base – FDOT District Three, Okaloosa County, Florida
- Mid-Bay Bridge Connector (SR 293) Project CEI – FDOT District Three, Okaloosa County, Florida
- SR 189 (Beal Parkway) and SR 393 (Mary Esther Boulevard) Intersection Survey – FDOT District Three, Okaloosa, County, Florida
- SR 123 from North of SR 85 to North of Tom Creek Bridge – FDOT District Three, Okaloosa County, Florida
- Bob Sikes Airport Stormwater Drainage Survey – Okaloosa County, Florida

**Hayes Consulting – Right-of-Way**

Northwest Florida – FDOT District Three experience includes:

- US 90 PD&E Study from Scenic Highway to the Santa Rosa County Line and from the Escambia County Line to Glover Lane – FDOT District Three, Santa Rosa and Escambia Counties
- SR 10 (US 90A / Nine Mile Road) PD&E Study from SR 10 (US 90 / Mobile Highway) to SR 297 (Pine Forest Road) – FDOT District Three, Escambia County
- Ranchettes Drainage Improvements – Santa Rosa County Florida
- US 331 – 227 acquisition parcels / 26 relocations – Bay; Walton; Washington counties
- Multiple bridge projects – SR 77 Washington County – 15 acquisition – 3 relocations
- Gulf Beach Highway, Escambia County – 30 acquisition parcels / Business Relocation
- US 29, Escambia County – 120 acquisition / relocation parcels
- SR 390, Bay County – 200+ acquisition / relocation parcels



## 5. AREAS OF EXPERTISE

### AMERICAN – PRIME CONSULTANT

At American, our focus is on the design of innovative, safe, and reliable transportation facilities for federal, state, and local agencies. We provide engineering and consulting services from the start of concept design through the entire construction process to ensure a top quality product. Our expertise includes traditional design-bid-build and design-build projects that range from small rural roadways to large, complex urban highways. American's emphasis is on maximum value and superior service and is regarded with the utmost integrity and importance. Summaries of American's services related to the County's contract are below, summaries for subconsultants have been provided in *Table 2-1 – Subconsultants Business Credentials*.

#### Roadway

Roadway is the integration of mobility of vehicles, commerce/freight, bicycles, pedestrians, and transit. The design has to accommodate movement in safe efficient manner while minimizing impacts to adjacent residents, businesses and property owners. Design needs to accommodate utilities within the corridor and drainage needs, while minimizing environmental impacts.

American has provided these services by finding solutions to owner and community concerns. With our talented staff, we have the complete design capabilities for any roadway project, including stormwater / drainage, which is done in conjunction with any roadway project. We know how to design elements in conjunction with one another for the design to be efficient and cost effective. In addition, utility coordination is a part of our talents and it starts at the beginning of a project to integrate needs through the design process.

American also provides context sensitive solutions—the integration of multi modal and landscape elements—blending them with the context of the surrounding area, neighborhood, and environment. The end result of what American provides is making

the elements work together, while taking the surrounding area into consideration.

#### Structures

##### Load Rating Analysis

American specializes in bridge load ratings for structures ranging from simple span prestressed precast concrete (PPC) beam bridges to complex long span steel truss and cable supported bridges. In addition to load rating new or existing bridges, we have developed load ratings for numerous other structures including timber bridges, simple reinforced concrete bridges, prestressed concrete bridges, steel plate and box girder bridges, post tensioned segmental concrete box girder bridges, and steel truss bridges. We use the latest bridge analysis and design software, guided by extensive experience and engineering judgment, to develop comprehensive evaluations and safe load ratings for each bridge.

##### Scour Analysis / Hydraulic and Hydrological Studies

American's hydraulic modeling capabilities range from simple one-dimensional modeling to complex two-dimensional models. One dimensional modeling is often sufficient for a bridge hydraulics evaluation and is performed with USACE Hydraulic Engineering Center's River Analysis System (HEC-RAS) software. Two-dimensional modeling produces more reliable results in instances where flow conditions and boundary conditions are more complex, but has greater data requirements and requires more time to develop the model. When two-dimensional modeling is needed, American utilizes state of the art software such as USACE Coastal and Hydraulics Laboratory's Adaptive Hydraulics (AdH) Modeling System to analyze flow conditions and design flood stages. Utilizing the hydraulic model, bridge scour is evaluated in accordance with procedures outlined by the FHWA Hydraulic Engineering Circular No. 18 and as refined by other studies and publications. The design scour is determined through either utilizing sediment transport modeling options within the modeling system or by utilizing the results of the modeling with scour equations. The hydraulic evaluation ensures that adequate hydraulic capacity is provided through the bridge. Scour predictions are



utilized for determining appropriate design measures against structural failure.

### **Bridge Inspection and Evaluation**

Drawing on the extensive bridge evaluation experience of American's structural engineers, we conduct thorough bridge inspections to provide all of the measurements and other information necessary to fully analyze each bridge. Based on this data collected, we conduct a full evaluation of the bridge, based first on safety and capacity and then on durability, remaining life and comparison of replacement and rehabilitation options to assist owners to choose the most appropriate course of action for their needs. American's structural engineers have conducted full scale investigations and evaluations of timber bridges, simple reinforced concrete bridges, prestressed concrete bridges, steel plate and box girder bridges, post-tensioned segmental concrete box girder bridges, steel truss bridges and others.

### **PD&E / Planning**

Providing PD&E services early is critical in the life of a project in determining whether it can move into design. American's talents include full PD&E capabilities. The PD&E includes establishing the purpose and need for the project, developing concepts, assessing the economic and environmental impacts, while engaging the public in the evaluation process and finally documenting the improvements for approval for design by federal, state and/or local agencies. Services include:

- Traffic evaluation of future travel demand
- Engineering evaluation of viable concepts
- Environmental assessment of potential impacts
- Public outreach to gain public acceptance

American's staff developed a process that is unique and is employed on every project, providing an owner with talent that surpasses expectations. We are able to adapt to what is required and develop unique and appropriate concepts to meet any need. We have proven time and time again that we are responsive to a client's needs, as well as the requirements of multiple agencies and organizations involved throughout the process.

### **Environmental/NEPA**

Developers and agencies face an increasing challenge to produce environmentally conscious designs that meet communities' transportation needs yet minimize and mediate any impacts to the environment. From collecting engineering data, to delineating wetlands, observing species or recording noise readings, our team is experienced in all aspects of the environmental field. American can provide on demand technical and field support for environmental resource management, environmental monitoring, environmental resource permits, NEPA documentation, and mitigation plans and production. American provides comprehensive and balanced services to meet the challenges of any project, whether big or small and include:

- Permitting
- Wetland delineation and mitigation
- Ecological studies
- Essential fish habitat assessments
- Endangered species biological assessments
- Wildlife surveys and mitigation
- Section 7 consultation
- NEPA documentation (PCE, CE, EA, EIS)
- Section 4(f) assessments
- Traffic noise assessment
- Air quality assessments
- Contamination screenings
- Phase I environmental site assessment (ESA)
- Water quality management
- GIS analysis

American has extensive experience with permitting and regulatory agencies. Experience has shown that environmental permitting can be one of the biggest challenges in timing for projects. Our staff of professionals understands this and takes a proactive approach to review the potential for these issues early in a schedule and has consistently received permits on, or ahead, of schedule. The nature of the services that we provide requires that we coordinate with regulatory and permitting agencies on a constant basis so it is vital that we are extremely familiar with this process. Among our areas of permit expertise are:





- Environmental resource permitting with all water management districts and the Florida DEP
- USACE Section 404 and Section 10 permits
- US Coast Guard bridge permits
- Georgia Department of Natural Resources (DNR), Environmental Protection Division, stream buffer variances
- Endangered species permits

Our professionals offer significant experience in the preparation of environment assessments (EA), environmental impact statements (EIS) and development of regional impact statements. Our environmental scientists and planners stay current with the statutes and policies affecting the environmental aspects of projects. We offer unparalleled experience with unique and innovative solutions and have obtained federal approval under difficult circumstances.

#### ***Funding***

American is experienced in grant writing and alternative funds research for municipal clients. Our staff has the ability to aid our clients to find potential funding sources, and to prepare competitive applications.

Our grant writing services are enhanced by integration with our engineering services to facilitate an integrated approach to our clients grant applications.

#### ***CEI***

American provides construction engineering and inspection (CEI) services to a wide variety of clients from the FDOT to county, city and community development districts, throughout Florida.

We have highly experienced and versatile people at all levels of the CEI process, which allows us to be efficient and cost effective tailoring our level of oversight and documentation to the needs and budget of our clients. Our CEI projects have included:

- Major interstate interchanges
- Major arterial widening
- Bridge replacement and repairs
- Minor roadway and residential street projects
- Landscaping and enhancement projects

In addition to CEI services, American provides constructability review services during the design process, scheduling review during the construction process, and claims and expert witness services. Our CEI Staff has the support of design professionals with expertise in structures, roadway design, drainage, traffic operations, and environmental.



## PROJECT MANAGEMENT

American understands that this general engineering services contract will allow the County to expedite the process in selecting a qualified firm to provide engineering services for roadway and stormwater improvement projects. The following section outlines American's project management approach detailing how we will keep the County's projects on budget and schedule meeting and / or exceeding your needs and expectations.

### ***Develop and Maintain a Comprehensive Project Schedule***

Developing a detailed project schedule is the first activity we will undertake for any task assigned to American. Our detailed schedule will include all major and minor tasks for survey, design, permitting and utility coordination, milestone dates, interconnections between activities/disciplines, and identify the critical path. The schedule will be developed with input from all discipline leaders and/or project partners to ensure it is attainable. Once completed, we will review the schedule with the County's Project Manager for concurrence. Once approved, the detailed schedule will be reviewed in weekly team project meetings. Each month, the percent complete will be updated with special attention given to critical path activities. At a minimum, the schedule will be updated monthly and submitted with the progress report to the County. Management techniques we propose using to ensure schedule requirements are met include:

- Conduct an early design (15% line and grade meeting or concept development). Getting timely input from County technical staff is critical to minimizing the risk of re-work. We propose to conduct an early conceptual design meeting to review proposed concepts. By receiving input from the County at this point in the design process we can significantly minimize the chance for major re-work and ensure the County's project goals are met.
- Schedule monthly progress meetings. Upon assignment of a project we will meet with the County's project manager at least monthly to discuss progress, issues, and

schedule. The meetings will focus on identifying and solving project issues and planning for the upcoming work. These meetings will be held face-to-face or by telephone.

- Conduct continuous project quality assurance/quality control (QA/QC). Continuous QA/QC is the key to delivering quality projects on time. Our firmwide QA/QC program requires that all internal work products be checked as they are completed. This allows us to avoid having to re-do design, ensuring the project schedule is met.
- Conduct constructability and bidability reviews at the 60% design phase of each assignment, reviews will focus on issues that may impact the contractor's ability to construct the project. Specific items looked for are utility and drainage conflicts and work performed outside the right-of-way. The 90% design bidability review will focus on ensuring all work activities are accounted for in the pay items and footnotes. Conducting these reviews will minimize re-work and time required for review by County staff.
- Produce a detailed project schedule. The development of a detailed project schedule is key to understanding the required design and construction sequence. Our professionals will ensure proper coordination throughout both the design and construction phases as well as making sure certain tasks can be completed within the proposed timeframe. As previously mentioned, the schedule will be continuously reviewed and updated to guarantee on-time delivery of submittals.
- Continuity of staff. The individuals identified on our team's project organizational chart will be assigned to each project for its full duration, including construction. We will not substitute staff without the County's approval. Additional staff will assist as necessary to meet the schedule.



### Cost Control

Cost control is a critical component of our business. The vast majority of our work is through repeat client business. We accomplish this by providing projects that are high quality work, on time, and within negotiated budgets. American takes several steps to control costs and ensure the successful completion of our projects:

- Upon notice to proceed, projects are created in our accounting system according to disciplines and major work activities. Time charges and budget data is available to project staff at all times.
- We develop project work plans and project instructions for all projects where time charge numbers are clearly identified and defined.
- American conducts weekly team meetings during active project phases where budget is one of the agenda items.
- We utilize an interactive project approach that keeps our clients involved in the project at the appropriate times, thereby reducing the costs of redesign.
- Our quality assurance/quality control (QA/QC) program is a continuous effort that is discussed at weekly meetings.
- American's senior staff is involved in all stages of the project.
- Our managing principals conduct overviews for every project on a weekly to monthly basis that focuses on budget, schedule, and required resources to successfully complete the project.

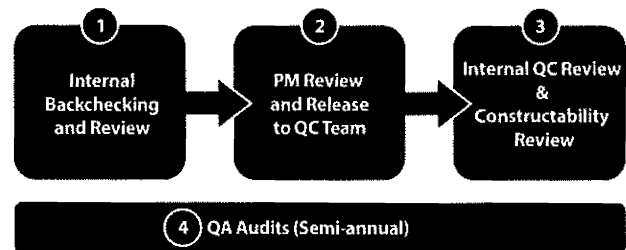
We control construction costs by considering construction costs throughout design. Minimizing right-of-way is key to controlling construction cost. We will prepare a preliminary construction cost estimate early in the project to verify the cost is generally within the County's budget. If not, we will discuss opportunities to reduce construction costs. We will prepare a detailed cost estimate at 60% submittal. Substantial changes in the construction cost will be documented and discussed with the County. A final cost estimate will be prepared with the final plans.

### Team Meetings

American incorporates team meetings into all projects undertaken within the firm. These meetings provide a means for team members to openly discuss project issues, upcoming deliverables, and integrate design solutions. Ms. Tarpe will provide a meeting agenda, project issues summary, and an update on the project's schedule and estimated cost of construction. The key to any successful project is open and constant communication and coordination from the date of assignment through the close of construction services. Communication with all team members will be critical in controlling the schedule and quality of work. Ms. Tarpe will make use of frequent group e-mails, phone calls, and team meetings to ensure all team members are kept informed.

### Quality Assurance / Quality Control

American is extremely proud of our quality assurance/quality control (QA/QC) program and procedures. Our dedication to producing high quality products has earned us a great reputation with our clients and has generated positive feedback such as this comment made by FDOT District One, "The consultant is in conformance with their QA/QC procedures, which follows FDOT quality control procedures. American Consulting Engineers has the best quality control records and filing system that District One has seen to date." Our principal-in-charge for this contract, Tracy Boutwell, PE, is a principal with American and will ensure quality control reviews are performed on all submittals to the County. She will ensure adequate time and budget is allocated to perform appropriate QC reviews. We use a four-step QA/QC process throughout the duration of a project as illustrated in the following graphic. The four steps are summarized below.





### Step 1

**Internal Backchecking and Review.** As work is completed on an on-going basis, originators of the work are required to back check their own work to verify it is complete and accurate. Once the originator is satisfied that their work is complete, the task leader will review the work and sign off on it with their initials. This back checking and review is done daily. This ensures subsequent work is based on quality, accurate design, and analysis.

### Step 2

**PM Review and Release to QC Team.** At phase submittals, our project manager, Kari Tharpe, PE, will review all submittal documents and plans for completeness. If complete, she will release the documents for independent review. If not, the documents will be sent back to the task leaders for corrective actions.

### Step 3

**Independent QC Review and Constructability Review.** Each deliverable to the County will be reviewed by an appropriate independent senior staff member(s). In all cases, staff reviewing deliverables will not be involved in the preparation of the work product. These reviews will be conducted prior to submittal to the County. Documents reviewed by the QC team will be stamped with our official firm QC stamp and initialed in accordance with our QC plan.

### Step 4

**Semi-Annual QA Audits.** In Fall of 2006, American began a unique QA program on all active projects. Jim Cunningham has been conducting semi-annual QA audits in each office, looking at all projects. Jim conducted similar audits while working for FDOT in Central Office. The QA audits focus on two aspects of a project, QC and project documentation.

American follows these procedures for every project but also recognizes that each project is unique and may contain aspects that require special QA/QC considerations. We will evaluate and modify our quality management plan, if needed, to ensure all aspects of the project are covered.

QA will be conducted prior to all submittals and documented to verify compliance with the QC

program. The QC manager, or appointed representative, will review all submittals for completeness and accuracy. This review will see to it that:

- Computations and reports standalone (title, table of contents, etc.).
- All items have been checked, back checked, and reviewed with check prints filed.
- All computer programs have been verified.
- The document submittal checklists and sufficiency checklists have been reviewed for completeness and checked off.

These checklists will become part of the QC file.



**Akram Hussein, PE – Signalization / Lighting**



Mr. Hussein has 29 years of experience with transportation operations, planning, and traffic engineering design projects including signing and pavement markings,

signalization, lighting, and intelligent transportation systems (ITS) analysis and design. His experience includes intersection improvements, roundabout analysis, corridor studies, safety analysis, and freeway interchange analysis (interchange modification report [IMR], interchange operational analysis report [IOAR], interchange justification report [IJR], and systems interchange modification report [SIMR]). Mr. Hussein's vast experience spans a broad range of facilities including roadway and land development for the public and private sectors. Mr. Hussein also has experience in signing, pavement marking, signalization, lighting, and ITS design. Relevant experience includes:

- SR 30 (US 98 Harbor Boulevard) East Pass Bridge to Airport Road – FDOT District Three, Okaloosa County, Florida.
- SR 10 (US 90A / Nine Mile Road) PD & E Study from SR 10 (US 90A / Mobile Highway) to SR 297 (Pine Forest Road) – FDOT District Three, Escambia County, Florida
- SR 189 (Beal Parkway) Sidewalk Improvements (Miscellaneous Minor Design Contract) – FDOT District Three, Okaloosa County, Florida

**Erik Leschak, PE – Roadway**



Mr. Leschak has 18 years of experience in roadway, utility, traffic, and transportation projects. Experience includes managing roadway projects; coordinating design aspects, such as signing and pavement

marking and utilities; and providing quality assurance/quality control. Project experience involves interstates, roadway widening, reconstruction, and milling and resurfacing of county and city roadways, design-build,

maintenance of traffic design, and safety improvements. Mr. Leschak's capabilities include computation booklet preparation, typical section packages, pavement design, and GUIDSIGN design. He is also trained in advanced maintenance of traffic and LRE/TRNSPORT

- SR 87 from South of Coldwater Creek to CR 178 – FDOT District Three, Santa Rosa County, Florida
- SR 8 (I-10) from Santa Rosa County Line to East of CR 198 (Log Lake Road) – FDOT District Three, Okaloosa County, Florida
- SR 123 from North of Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County, Florida

**Deborah Turner – Roadway Design, Utility Coordination**



Ms. Turner will provide roadway design, utility coordination, and public involvement activities. She has 27 years of experience assisting project managers with plan preparations,

preparation of quantity computation and design documentation books, detailing plans and profiles, traffic control plans, signing and pavement marking plans, signalization plans, and horizontal and vertical alignment design. Ms. Turner has worked for American for 12 years and has assisted in design as well as provided utility coordination and public involvement for all projects in our Pace office. Relevant project experience includes:

- SR 87 from South of Coldwater Creek to CR 178 – FDOT District Three, Santa Rosa County, Florida
- Johnson Avenue Drainage Improvements – Escambia County, Florida
- SR 10 (US 90A / Nine Mile Road) PD & E Study from SR 10 (US 90A / Mobile Highway) to SR 297 (Pine Forest Road) – FDOT District Three, Escambia County, Florida



**Bill Adams, PE – Stormwater**



Mr. Adams has 21 years of experience in drainage design, stormwater modeling, and environmental impact analysis. His project experience includes stormwater modeling;

stormwater design including detention ponds, retention ponds, storm sewers, culverts, control structures, floodplain compensation areas; and pond siting analysis and report preparation.

Relevant project experience includes:

- SR 123 from North Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County, Florida
- SR 87 from South of Coldwater Creek to CR 178 – FDOT District Three, Santa Rosa County, Florida
- US 90 PD&E Study, Marquis Bayou Bridge – Santa Rosa County, FL

**Leahann Powell, PE – Structures Lead**



Ms. Powell will serve as our lead structures engineer. She has 14 years of experience in project management, performing structural analyses, calculations, and preparation of design drawings for a variety of

transportation structures including signalization, overhead signs, lighting, retaining walls, and bridge structures.

She has also conducted engineering assessments and evaluations of existing structures and prepared technical reports documenting the findings and recommendations. Ms. Powell has assisted in all aspects of a bridge replacement PD&E study including public involvement and environmental coordination. She has also served as the office engineer and reviewer for several bridge construction engineering and inspection projects. Relevant project experience includes:

- SR 123 from North Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County
- US 90 Marquis Bayou Bridge Replacement – Santa Rosa County, FL
- SR 87 from South of Coldwater Creek to CR 178 – Santa Rosa County, FL

**Cody Barrett, PE – Structures**



Mr. Barrett has four years of experience with structure and bridge design including performing structural analyses, calculations, and preparation of design drawings. Project experience

includes concrete and steel bridges, transportation structures, and flyovers. He has assisted in conducting evaluations of existing structures and preparation of technical reports documenting the recommendations.

- SR 123 from North Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County, FL
- US 90 PD&E Study – FDOT District Three, Escambia and Santa Rosa Counties, FL
- SR 87 from South of Coldwater Creek to CR 178 – FDOT District Three, Santa Rosa County, FL

**Kristina Jackson – Grant Funding / Related Work; Public Involvement**



Ms. Jackson has over 23 years of experience in the engineering industry focusing on project coordination, public involvement and the development of alternative funding sources for municipal projects including the preparation of grant

applications. She is well-versed in the preparation of grant applications having prepared applications for community development block grants, safe routes to schools grants and TIGER grants. She has recently assisted in providing project coordination and public involvement services for the following



FDOT projects through American's Pace office.  
Relevant project experience includes:

- US 90 (SR 10) Multi-Lane Reconstruction from Glover Lane to SR 87 North (Stewart Street) – FDOT District Three, Santa Rosa County, Florida
- PD&E Re-evaluation Study for SR 10 (US 90A, Nine Mile Road) – FDOT District Three, Escambia County, Florida
- Perdido Key Drive Shared-Use Path – FDOT District Three, Escambia County, Florida

**Anna Peterfreund, CWB – Environmental Lead**

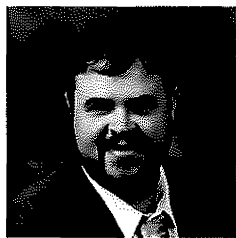


Ms. Peterfreund will serve as our lead environmental scientist; she has 18 years of experience in managing and permitting projects through local, state, and federal agencies. Her responsibilities

will include wetland delineations, threatened and endangered species review, permitting applications, and coordinating with all agencies as needed to acquire the necessary permits. Ms. Peterfreund has been trained to delineate wetlands using both the Florida statewide methods and the national method developed by the USACE.

- SR 30 (US 98 Harbor Boulevard) from East Pass Bridge to Airport Road – FDOT District Three, Okaloosa County, Florida
- SR 123 from North Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County
- Districtwide PD&E Study – FDOT District Three, Multiple Counties, Florida

**Christopher Salicco – Environmental**



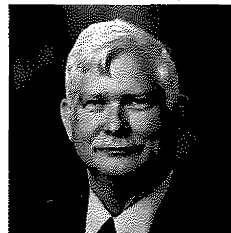
Mr. Salicco has 11 years of environmental and PD&E experience. He has provided technical support, field surveys, and document preparation for numerous PD&E studies, ranging from

wetlands and wildlife to contamination, traffic noise, and air pollution. He has permitted numerous transportation and related projects throughout

northwest Florida with the USACE, water management districts, Florida DEP and local government agencies. Additional experience includes wildlife surveys, Uniform Mitigation Assessment Method (UMAM) and Wetland Rapid Assessment Procedure (WRAP) assessments, interpretations of state rules and statues, noise studies, contamination screenings, and computer programs including ArcMap GIS.

- SR 10 (US 90A / Nine Mile Road) PD & E Study from SR 10 (US 90A / Mobile Highway) to SR 297 (Pine Forest Road) – FDOT District Three, Escambia County, Florida
- Districtwide Miscellaneous PD&E Consultant – FDOT District Three
- Old DuPont Bride Demolition Design-Build – FDOT District Three, Bay County, Florida

**Jack Knowlton, PE – CEI Lead**



Mr. Knowlton has 37 years of professional experience in construction management, construction engineering and inspection, constructability reviews, claims assistance, estimating, transportation

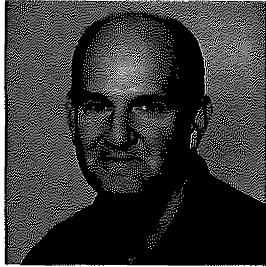
planning, and design. He has served as a resident engineer, senior project engineer, deputy construction manager, project manager, project engineer, quality assurance engineer, instrumentation engineer, office engineer, scheduling engineer, casting yard engineer, and senior inspector. Mr. Knowlton has also served as an expert witness and claims analyst for the FDOT on over two dozen projects, Mr. Knowlton has learned from others' mistakes and can avoid many project pitfalls.

- Apalachicola Bay and River Bridges – FDOT District Three, Calhoun County, Florida
- Districtwide Construction Engineering and Inspection – FDOT District One
- Statewide Bridge Design Program – FDOT



**SUBCONSULTANT STAFF QUALIFICATIONS**

***Glenn Halstead, PE – Solid Waste Management; Water / Wastewater***

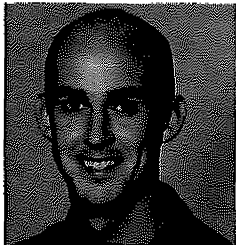


Mr. Halstead with JHI has over 25 years of experience in Civil Engineering project design and management including the QA/QC of projects involving stormwater, roadway improvements, utility

design and solid waste facilities design. He is also a Qualified Stormwater Management Inspector for the state of Florida. Mr. Halstead's most recent design and management experience most applicable to the referenced solicitation is that of the Beach Haven Northeast Phases I and II Drainage and Roadway Improvements project which is a joint effort between Escambia County and the Emerald Coast Utility Authority (ECUA). For this project, Mr. Halstead served as Engineer of Record (EOR) for the design of new stormwater collection conveyance and treatment facilities, new curbed roadways with sidewalks, and new sanitary sewer collection and conveyance facilities as well as upgrades and reconstruction of all existing roadway and utility infrastructure within the existing development. Relevant experience includes:

- Well and Water Plant No.6 and 750,000 Gallon Elevated Storage Tank – East Milton Water System, Inc., Milton, Florida
- Sanders Beach Community Center / Corinne Jones Resource Center – Pensacola, Florida
- Continuing Services for Landfill Engineering – International Paper, Pensacola Mill

***D Patrick Jehle, JR, PE – Parks and Recreation; Facilities Management***



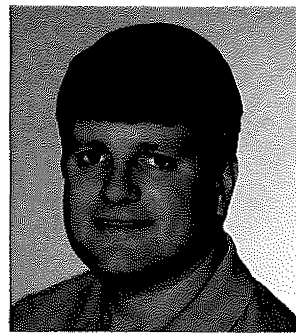
Mr. Jehle with JHI has over 12 years of experience with a wide variety of site and infrastructure development projects for clients across the private, public and institutional sections. Patrick's

experience most applicable to this project includes his work as civil engineer of record for multiple

projects for the Santa Rosa County District Schools, including two projects currently in the bidding or design phase. Relevant experience includes:

- Milton High School Track Replacement and Drainage Improvements – Milton, Santa Rosa County, Florida
- Pace High School Tennis Courts Replacement – Pace, Santa Rosa County School District
- Washington High School Track – Escambia County School District

***Michael Lynch, PE***



Mr. Lynch with JHI has over 12 years of experience in Civil Engineering project design and management for public and private projects including significant experience with hydraulic/hydrologic

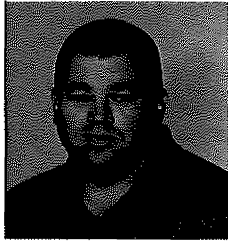
design elements in highly urbanized watersheds. Mr. Lynch is a qualified stormwater management inspector for the state of Florida and holds certifications for level I and II rosgen stream restoration training. Mr. Lynch served as EOR for remediation recommendations of 15 county highway culvert crossings in Baldwin County, AL which were damaged as a result of the April 29th, 2014 storm event and provided hydraulic / hydrologic analysis of over 6,500 acres of drainage basins and corresponding piping systems as well as erosion and sediment control remediation recommendations. Relevant experience includes:

- Publix on Woodbine – Storm Pipe Alternate Design – Pace, Florida
- McClure/Shirley-Plantation Hill Drainage Improvement Assessment – Gulf Breeze, Florida
- Plantation Hill Overflow Analysis and Feasibility Study – Gulf Breeze Florida





**Kevin Monroe – CEI**



Mr. Monroe with JHI has over 15 years of applicable experience serving in a variety of roles within the engineering and construction industries. Among his many roles, Mr. Monroe has served as

construction site foreman, heavy equipment operator, asphalt plant operator, superintendent, and construction inspector. Since joining JHI in 2015, he has provided oversight and inspection on a variety of projects involving site work, roadway construction, and multi-discipline design-build projects whose scope included the construction of stormwater facilities and conveyance systems, sanitary and other utility piping, roadway milling and resurfacing, and sidewalk improvements.

Relevant experience includes:

- Southbay Subdivision Storm Water Repair – Escambia County, Florida
- Gonzalez Area Pond Repair – Escambia County
- Publix on Woodbine Road CEI – Santa Rosa County, Florida

**William Lawrence, PE – Geotechnical Lead**



Mr. Lawrence with NOVA has over 24 years of experience in geotechnical engineering, subsurface exploration/drilling and construction materials testing services. He has served as project

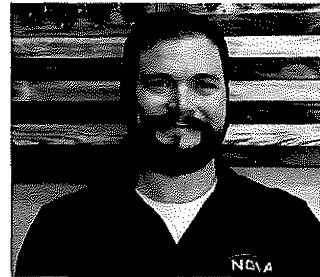
geotechnical engineer and project manager on a wide variety of geotechnical engineering and materials testing projects throughout Northwest Florida. He also has extensive background serving as a threshold special inspector representative on many projects along the Florida panhandle.

Representative project experience includes:

- SR 123 from North Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County
- Saroco Road Improvements – Shalimar, Okaloosa County, Florida

- SR 95 (US 29) Intersection, Settler’s Colony Drainage Improvements, Phase 1 – Santa Rosa County, Florida

**Jesse James, EI – Geotechnical**



Mr. James with NOVA has 4 years of experience providing geotechnical and construction and materials testing (CMT) services. His responsibilities include

managing the day-to-day performance of NOVA’s accredited laboratory, performing subsurface explorations, geotechnical engineering, ground penetrating radar services, special/threshold inspections, and numerous CMT services.

- Crescent Lake Dam Repair and Drainage Improvements – Pensacola, Escambia County, Florida
- SR 95 (US 29) Intersection, Settler’s Colony Drainage Improvements, Phase 1 – Santa Rosa County, Florida
- Pine Blossom Road Drainage Improvements – Milton Santa Rosa County Florida

**David Griswold, PSM – Surveying Lead**



Mr. Griswold with NCG has over 30 years of field and office experience and is proficient in GPS data collection, the analysis of GPS field data and also has a strong

background in survey computations and oversees the field work and quality control for the company field crews. He has extensive experience working in the FDOT District Three as a surveying consultant responsible for design surveying services, right of way control surveying and right of way mapping projects including the preparation of legal descriptions, right of way control surveys, right of way maps, design surveys and jurisdiction line surveys. Relevant experience includes:



- SR 10 (US 90A / Nine Mile Road) from Beulah Road (CR 99) to Pineforest Road (CR 297) – FDOT District Three, Escambia County
- SR 30A (US 98) from Heather Drive to Thomas Drive Flyover – FDOT District Three, Bay County, Florida

**Eric Stuart, PSM – Surveying**



Mr. Stuart with NCG has 16 years of experience in processing topographic data, GPS data, and LiDAR data and is proficient in AutoCad Civil 3D, CAiCE,

Electronic Fieldbook (EFB), Carlson SurvCE, Leica and Trimble GPS softwares, and TerraScan LiDAR software. Mr. Stuart is also proficient in the performance of field data collection with Robotic total stations and GPS. Relevant project experience includes:

- SR 189 (Beal Parkway) from South of Manring Drive to SR 188 (Racetrack Boulevard) – FDOT District Three, Okaloosa County, Florida
- SR 30 (U.S. Highway 98) at the Hurlburt Field entrance on Eglin Air Force Base – FDOT District Three, Okaloosa County, Florida
- Mid-Bay Bridge Connector (SR 293) Project CEI – FDOT District Three, Okaloosa County, Florida

**Daryl Thie, PLS – SUE**



Mr. Thie with Cardno has 41 years of experience providing SUE and utility coordination services throughout northwest Florida. Mr. Thie's extensive experience includes boundary, GLO retracement, mean high water, right-of-way, horizontal

and vertical control, transportation design, subsurface utility, terrestrial LiDAR, and hydrographic surveys. He has completed services for federal, state, and local government agencies

including FDOT, Florida Department of Environmental Protection (FDEP), and the USACE. Relevant experience includes:

- SR 30 (US 98) Harbor Boulevard from East Pass Bridge to Airport Road – FDOT District Three, Okaloosa County, Florida
- SR 30 (US 98) Pensacola Bay Bridge Replacement Design-Build – FDOT District Three, Escambia and Santa Rosa Counties
- Districtwide General Engineering Contract – FDOT District Two

**Steven Abbott – SUE**



Mr. Abbott with Cardno provides scheduling and supervision of field crews, conduction of utility field meetings, utility records research, conflict analysis and determination of the need for

additional utility investigation for projects in North Florida.

- SR 30 (US 98) Harbor Boulevard from East Pass Bridge to Airport Road – FDOT District Three, Okaloosa County, Florida
- SR 30 (US 98) Pensacola Bay Bridge Replacement Design-Build – FDOT District Three, Escambia and Santa Rosa Counties
- Districtwide General Engineering Contract – FDOT District Two

**Marsha Hayes, SR/WA – Right-of-Way**



Ms. Hayes of HCS will provide right of way acquisition services. She has performed acquisition, relocation, appraisal, appraisal review, property management, right of way cost estimating and

title services on projects throughout northwest Florida. Ms. Hayes has served as project manager and lead acquisition/relocation agent on all of these projects. In this capacity, she has completed hundreds of acquisitions and relocations, all on time and within budget, while following the policies and procedures dictated by the project.



## PROJECT MANAGEMENT

American understands that this general engineering services contract will allow the County to expedite the process in selecting a qualified firm to provide engineering services for roadway and stormwater improvement projects. The following section outlines American's project management approach detailing how we will keep the County's projects on budget and schedule meeting and / or exceeding your needs and expectations.

### ***Develop and Maintain a Comprehensive Project Schedule***

Developing a detailed project schedule is the first activity we will undertake for any task assigned to American. Our detailed schedule will include all major and minor tasks for survey, design, permitting and utility coordination, milestone dates, interconnections between activities/disciplines, and identify the critical path. The schedule will be developed with input from all discipline leaders and/or project partners to ensure it is attainable. Once completed, we will review the schedule with the County's Project Manager for concurrence. Once approved, the detailed schedule will be reviewed in weekly team project meetings. Each month, the percent complete will be updated with special attention given to critical path activities. At a minimum, the schedule will be updated monthly and submitted with the progress report to the County. Management techniques we propose using to ensure schedule requirements are met include:

- Conduct an early design (15% line and grade meeting or concept development). Getting timely input from County technical staff is critical to minimizing the risk of re-work. We propose to conduct an early conceptual design meeting to review proposed concepts. By receiving input from the County at this point in the design process we can significantly minimize the chance for major re-work and ensure the County's project goals are met.
- Schedule monthly progress meetings. Upon assignment of a project we will meet with the County's project manager at least monthly to discuss progress, issues, and

schedule. The meetings will focus on identifying and solving project issues and planning for the upcoming work. These meetings will be held face-to-face or by telephone.

- Conduct continuous project quality assurance/quality control (QA/QC). Continuous QA/QC is the key to delivering quality projects on time. Our firmwide QA/QC program requires that all internal work products be checked as they are completed. This allows us to avoid having to re-do design, ensuring the project schedule is met.
- Conduct constructability and bidability reviews at the 60% design phase of each assignment, reviews will focus on issues that may impact the contractor's ability to construct the project. Specific items looked for are utility and drainage conflicts and work performed outside the right-of-way. The 90% design bidability review will focus on ensuring all work activities are accounted for in the pay items and footnotes. Conducting these reviews will minimize re-work and time required for review by County staff.
- Produce a detailed project schedule. The development of a detailed project schedule is key to understanding the required design and construction sequence. Our professionals will ensure proper coordination throughout both the design and construction phases as well as making sure certain tasks can be completed within the proposed timeframe. As previously mentioned, the schedule will be continuously reviewed and updated to guarantee on-time delivery of submittals.
- Continuity of staff. The individuals identified on our team's project organizational chart will be assigned to each project for its full duration, including construction. We will not substitute staff without the County's approval. Additional staff will assist as necessary to meet the schedule.



### Cost Control

Cost control is a critical component of our business. The vast majority of our work is through repeat client business. We accomplish this by providing projects that are high quality work, on time, and within negotiated budgets. American takes several steps to control costs and ensure the successful completion of our projects:

- Upon notice to proceed, projects are created in our accounting system according to disciplines and major work activities. Time charges and budget data is available to project staff at all times.
- We develop project work plans and project instructions for all projects where time charge numbers are clearly identified and defined.
- American conducts weekly team meetings during active project phases where budget is one of the agenda items.
- We utilize an interactive project approach that keeps our clients involved in the project at the appropriate times, thereby reducing the costs of redesign.
- Our quality assurance/quality control (QA/QC) program is a continuous effort that is discussed at weekly meetings.
- American's senior staff is involved in all stages of the project.
- Our managing principals conduct overviews for every project on a weekly to monthly basis that focuses on budget, schedule, and required resources to successfully complete the project.

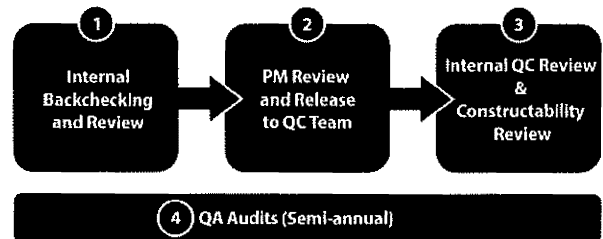
We control construction costs by considering construction costs throughout design. Minimizing right-of-way is key to controlling construction cost. We will prepare a preliminary construction cost estimate early in the project to verify the cost is generally within the County's budget. If not, we will discuss opportunities to reduce construction costs. We will prepare a detailed cost estimate at 60% submittal. Substantial changes in the construction cost will be documented and discussed with the County. A final cost estimate will be prepared with the final plans.

### Team Meetings

American incorporates team meetings into all projects undertaken within the firm. These meetings provide a means for team members to openly discuss project issues, upcoming deliverables, and integrate design solutions. Ms. Tharpe will provide a meeting agenda, project issues summary, and an update on the project's schedule and estimated cost of construction. The key to any successful project is open and constant communication and coordination from the date of assignment through the close of construction services. Communication with all team members will be critical in controlling the schedule and quality of work. Ms. Tharpe will make use of frequent group e-mails, phone calls, and team meetings to ensure all team members are kept informed.

### Quality Assurance / Quality Control

American is extremely proud of our quality assurance/quality control (QA/QC) program and procedures. Our dedication to producing high quality products has earned us a great reputation with our clients and has generated positive feedback such as this comment made by FDOT District One, "The consultant is in conformance with their QA/QC procedures, which follows FDOT quality control procedures. American Consulting Engineers has the best quality control records and filing system that District One has seen to date." Our principal-in-charge for this contract, Tracy Boutwell, PE, is a principal with American and will ensure quality control reviews are performed on all submittals to the County. She will ensure adequate time and budget is allocated to perform appropriate QC reviews. We use a four-step QA/QC process throughout the duration of a project as illustrated in the following graphic. The four steps are summarized below.





**Step 1**

**Internal Backchecking and Review.** As work is completed on an on-going basis, originators of the work are required to back check their own work to verify it is complete and accurate. Once the originator is satisfied that their work is complete, the task leader will review the work and sign off on it with their initials. This back checking and review is done daily. This ensures subsequent work is based on quality, accurate design, and analysis.

**Step 2**

**PM Review and Release to QC Team.** At phase submittals, our project manager, Kari Tharpe, PE, will review all submittal documents and plans for completeness. If complete, she will release the documents for independent review. If not, the documents will be sent back to the task leaders for corrective actions.

**Step 3**

**Independent QC Review and Constructability Review.** Each deliverable to the County will be reviewed by an appropriate independent senior staff member(s). In all cases, staff reviewing deliverables will not be involved in the preparation of the work product. These reviews will be conducted prior to submittal to the County. Documents reviewed by the QC team will be stamped with our official firm QC stamp and initialed in accordance with our QC plan.

**Step 4**

**Semi-Annual QA Audits.** In Fall of 2006, American began a unique QA program on all active projects. Jim Cunningham has been conducting semi-annual QA audits in each office, looking at all projects. Jim conducted similar audits while working for FDOT in Central Office. The QA audits focus on two aspects of a project, QC and project documentation.

American follows these procedures for every project but also recognizes that each project is unique and may contain aspects that require special QA/QC considerations. We will evaluate and modify our quality management plan, if needed, to ensure all aspects of the project are covered.

QA will be conducted prior to all submittals and documented to verify compliance with the QC

program. The QC manager, or appointed representative, will review all submittals for completeness and accuracy. This review will see to it that:

- Computations and reports standalone (title, table of contents, etc.).
- All items have been checked, back checked, and reviewed with check prints filed.
- All computer programs have been verified.
- The document submittal checklists and sufficiency checklists have been reviewed for completeness and checked off.

These checklists will become part of the QC file.



## 7. REFERENCES

American and Ms. Tharpe are proud of the performance and quality of work we provide our clients. Over 90% of our work is for repeat clients, which by itself is a testament to the satisfaction of our clients. The list below provides client references. We encourage you to contact our references for information about our work quality, experience, efficiency and reputation.

REFERENCES – TABLE 7-1

AMERICAN CONSULTING PROFESSIONALS		
PROJECT / CLIENT	REFERENCE	CONTACT INFORMATION
Ranchettes Drainage Improvements – Santa Rosa County, Florida	Michael Schmidt, PE, Project Manager Santa Rosa County	850.981.7100 <a href="mailto:michaels@santarosa.fl.gov">michaels@santarosa.fl.gov</a>
CR 184A (Berryhill Road) Santa Rosa County, Florida	Chris Phillips, PE, Project Manager Santa Rosa County	850.981.7100 <a href="mailto:chrisp@santarosa.fl.gov">chrisp@santarosa.fl.gov</a>
SR 87 South of Coldwater Creek to CR 178 / Van Jernigan Road – Santa Rosa County, Florida	Donald Rogers, District Drainage Engineer, FDOT District Three	850.330.1427 <a href="mailto:Donald.rogers@dot.state.fl.us">Donald.rogers@dot.state.fl.us</a>
	Tommy Johns, Project Manager FDOT District Three (Atkins GEC)	850.260.3215 <a href="mailto:tommy.johns@atkinsglobal.com">tommy.johns@atkinsglobal.com</a>
Publix on Woodbine Road Traffic Signals – Santa Rosa County, Florida	Jason Powers, White Development Company	727.475.0239 <a href="mailto:jasonpowers@me.com">jasonpowers@me.com</a>
SR 123 from North of Turkey Creek to SR 85 North – FDOT District Three, Okaloosa County, Florida	Bill Howell, Project Manager FDOT District Three (Atkins GEC)	850..638.2288 <a href="mailto:bill.howell@atkinsglobal.com">bill.howell@atkinsglobal.com</a>

Standard Contract Clauses

Exhibit "C"

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

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

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

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

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of



the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility

to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

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

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

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

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

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

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

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

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