

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/21/2024

Contract/Lease Control #: C24-3951-PW

Procurement#: ITB PW 78-23

Contract/Lease Type: AGREEMENT – CONTRACT

Award To/Lessee: NEEL-SCHAFFER, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/20/2024

Expiration Date: 375 DAYS AFTER NTP

Description of: BRIDGE TO BRIDGE MULTI-USE

CONSTRUCTION ENGINEERING & INSPECTION (CEI)

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: [jautrey@myokaloosa.com](mailto:jautrey@myokaloosa.com)

Closed: \_\_\_\_\_

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: C24-315-PW Tracking Number: 5068-24

Procurement/Contractor/Lessee Name: Neel-Schaffer, Inc. Grant Funded: YES \_\_\_ NO X

Purpose: Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services

Date/Term: 375 days from mutual consent

Department #: 1175

Account #: 563590

Amount: \$

Department: PW Dept. Monitor Name: Autrey

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

Amber Hammonds Date: 1/17/24

Amber Hammonds

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

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_

Required: Yes \_\_\_\_\_ No X \_\_\_\_\_

N/A Date: \_\_\_\_\_

Grants Coordinator – Suzanne Ulloa

**Risk Management Review**

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

See Attached Email Date: 1/19/2024

Risk Manager or designee – ( Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool )

**County Attorney Review**

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

See Attached Email Date: 1/29/2024

County Attorney - ( Circle One: Lynn Hoshihara, Kerry Parsons or Designee )

**Department Funding Review**

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

Date: \_\_\_\_\_

**IT Review (if applicable)**

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

Date: \_\_\_\_\_

## Amber Hammonds

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**From:** Odessa Cooper-Pool  
**Sent:** Friday, January 19, 2024 10:06 AM  
**To:** Amber Hammonds  
**Subject:** RE: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI  
**Attachments:** Contract\_Draft01182024.docx

Good morning Amber,

The Bridge to Bridge Multi-Use Path has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

### Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

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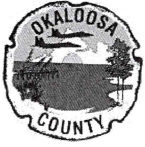
**From:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Sent:** Thursday, January 18, 2024 3:34 PM  
**To:** Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Subject:** RE: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Good afternoon Ms. Odessa,  
Here you go.

Thank you,

### Amber Hammonds

Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



**2024**  
HAPPY NEW YEAR

**Upcoming Events:**

**May 9<sup>th</sup> 2024- Pensacola, Florida**

16<sup>th</sup> Annual Reverse Tradeshow – Hosted by the Central Gulf Coast Chapter of the National Institute of Governmental Purchasing

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**From:** Odessa Cooper-Pool <[ocooperpool@myokaloosa.com](mailto:ocooperpool@myokaloosa.com)>

**Sent:** Thursday, January 18, 2024 1:39 PM

**To:** Amber Hammonds <[ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)>

**Cc:** Kerry Parsons <[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>

**Subject:** RE: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Hey Amber,

I am good with this draft, but the Professional Liability insurance needs to be updated to the latest terminology. I attached it to this email. Would you please update that for me?

Thank you,

**Odessa Cooper-Pool**

Public Records & Contracts Specialist |Risk Management

Okaloosa County BCC

302 N. Wilson Street, Crestview, FL 32536

Office: 1-850-689-4111



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**From:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Sent:** Wednesday, January 17, 2024 2:10 PM  
**To:** Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Subject:** RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Good afternoon ladies,

Please review and approve the contract for the above referenced solicitation.

Thank you,

**Amber Hammonds**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



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## Amber Hammonds

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**From:** Lynn Hoshihara  
**Sent:** Monday, January 29, 2024 10:35 AM  
**To:** Amber Hammonds  
**Subject:** Re: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Since the obligation is only on the County, I recommend we remove that sentence. With those changes, this is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Amber Hammonds  
**Sent:** Monday, January 29, 2024 11:04:30 AM  
**To:** Lynn Hoshihara  
**Subject:** FW: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Good morning Ms. Lynn,

Please see Steve's response below and let me know if I can help in any way.  
Is there a better way to word that section? Please help.

Thank you,

**Amber Hammonds**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



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**From:** Stephen Blalock <sblalock@myokaloosa.com>  
**Sent:** Monday, January 29, 2024 9:54 AM  
**To:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Subject:** RE: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Amber, Without knowing the exact sentence, my best thought is the sentence: Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work.

The sentence means we award the CEI far enough in front of construction that they have time to set up their crew and perform all "mobilization" for them to be on site and prepared before the contractor starts any work. They need to be at the pre-con and if we can award early enough the pre-bid meetings.

Let me know if this is what she meant. In a meeting until lunch.

Stephen D. Blalock, P.E.  
Design Engineer/Project Manager  
Okaloosa County Public Works  
(850) 423-4871/(850) 902-6538 (cel)  
[sblalock@myokaloosa.com](mailto:sblalock@myokaloosa.com)

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**From:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Sent:** Monday, January 29, 2024 9:30 AM  
**To:** Stephen Blalock <sblalock@myokaloosa.com>  
**Subject:** FW: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI  
**Importance:** High

Steve,  
Can you please answer the question Ms. Lynn has on the contract for RFQ PW 78-23 on page 2?

Thank you,  
**Amber Hammonds**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



**2024**  
HAPPY NEW YEAR

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**From:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>

**Sent:** Monday, January 29, 2024 9:26 AM

**To:** Amber Hammonds <[ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)>; Kerry Parsons <[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)>

**Subject:** Re: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Amber,

Attached are my changes and comment to the draft contract. There was one sentence under the Term that I did not understand.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Amber Hammonds

**Sent:** Monday, January 29, 2024 10:06:22 AM

**To:** Lynn Hoshihara; Kerry Parsons

**Subject:** FW: RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Good morning ladies,

This is a friendly reminder. We would like to get this contract finished and placed on the next board meeting. We have an ITB going out for this Bridge to Bridge and we need this contract completed before we are able to advertise that solicitation.



Thank you for your help.

Thank you,

**Amber Hammonds**

Contracts & Lease Coordinator

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970

Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



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**From:** Amber Hammonds

**Sent:** Wednesday, January 17, 2024 2:10 PM

**To:** Jacqueline Matichuk <[jmatichuk@myokaloosa.com](mailto:jmatichuk@myokaloosa.com)>; Kerry Parsons ([KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)) <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lynn (lshoshihara@myokaloosa.com) <[lshoshihara@myokaloosa.com](mailto:lshoshihara@myokaloosa.com)>; Odessa Cooper-Pool ([ocooperpool@myokaloosa.com](mailto:ocooperpool@myokaloosa.com)) <[ocooperpool@myokaloosa.com](mailto:ocooperpool@myokaloosa.com)>

**Subject:** RFQ PW 78-23 - Bridge to Bridge Multi-Use Path CEI

Good afternoon ladies,

Please review and approve the contract for the above referenced solicitation.

Thank you,

**Amber Hammonds**

Contracts & Lease Coordinator

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970

Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



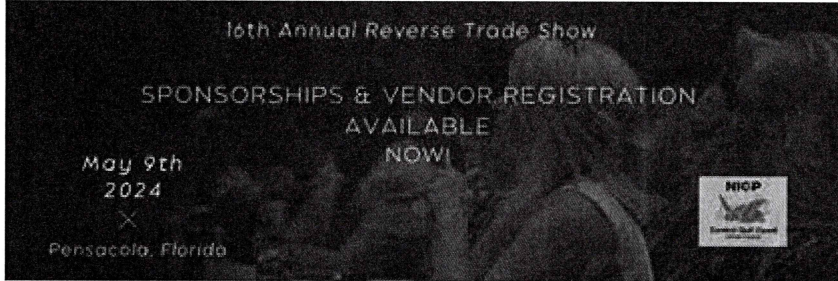
**2024**  
HAPPY NEW YEAR

**Upcoming Events:**

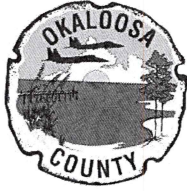
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# Board of County Commissioners Purchasing Department

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State of Florida

Date: December 15, 2023

## OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD

RFQ PW 78-23

Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services

Okaloosa County would like to thank all businesses, which submitted bids for Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services. (RFQ PW 78-23)

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

**Neel-Schaffer, Inc.**  
**896 Main Street**  
**Chipley, FL 32428**

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 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

**DeRita Mason** Digitally signed by DeRita Mason  
Date: 2023.12.13 11:08:24 -06'00'

DeRita Mason  
Purchasing Manager

AGREEMENT FOR CONSULTANT SERVICES

(Master Services Agreement)

Between The Board of County Commissioners of Okaloosa County and Neel-Schaffer, Inc.  
For Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services

This Agreement made on February 20, 2024 between **Board of County Commissioners of Okaloosa County** [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and **Neel-Schaffer, Inc.** [CONSULTANT], a Florida Profit Corporation authorized to conduct business in the State of Florida, having its principal office located at 896 Main Street, Chipley, FL 32428.

RECITALS

**WHEREAS**, COUNTY requires the services of a qualified engineering firm to perform certain professional and technical services for proposed multi-use path (12' wide) from Brooks Bridge to the Marler Bridge, as determined by the COUNTY; and

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

**WHEREAS**, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated October 18, 2023 in response to RFQ PW 78-23.

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

**SECTION 1. BASIC SERVICES**

**1.1. Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal in response to RFQ PW 78-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

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

Professional services are needed for Construction Engineering & Inspection (CEI) services. This project is for the SR 30 (US 98) Bridge to Bridge Multi-Use Path project. The purpose of this project is to construct a multi-use path (12' wide) from Brooks Bridge to the Marler Bridge. The total project length is 4.724 miles. All work will be done within the existing right-of-way. The work is further defined as shown in the plans and described in the Contract Documents.

The COUNTY will issue Task Orders to the CONSULTANT describing the work required for each assignment to be undertaken under this AGREEMENT. No work will commence until a fully executed Task Order is received by the CONSULTANT.

**1.3. Term of AGREEMENT.** The services for the CEI Contract shall begin upon written notification to proceed by the COUNTY. While no personnel shall be assigned until written notification by the COUNTY has been issued, the CONSULTANT shall be ready to assign personnel within two weeks of notification. For the duration of the project, CONSULTANT shall coordinate closely with the COUNTY

and Contractor to minimize rescheduling of CONSULTANT activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the CONSULTANT will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed and thirty (30) calendar days after substantial completion and final acceptance of project.

The anticipated letting schedule and construction time for the project is shown below:

Letting Date	Duration (Days)
Upon mutual written consent of both Parties	375

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

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

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

## **SECTION 4. GENERAL CONSULTANT OBLIGATIONS.**

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

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

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

4.1.3. CONSULTANT shall maintain books, records, and documents directly pertinent to the performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applies. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State of Florida, 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. CONSULTANT INDEMNIFICATION AND CLAIMS.**

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Indemnification.**
- 5.4. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless Okaloosa County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONSULTANT.

## **SECTION 6. TIME SCHEDULE**

- 6.1. **Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services defined by Task Order upon delivery of said Task Order fully executed by both parties which shall constitute Authorization to Proceed.
- 6.2. **Additional Services.** Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

## **SECTION 7. AMOUNT AND METHOD OF PAYMENT**

- 7.1. **Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably

contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.

**7.2. Payment by the COUNTY.** The COUNTY will process payment to the CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoice.

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

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

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

## **SECTION 8. CHANGES**

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

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

## **SECTION 9. DISPUTES**

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

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

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

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

- 11.1. Written Notice.** This AGREEMENT may be terminated by the COUNTY, without cause or for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.
- 11.2. Adjustment for Services Performed.** In the event that this AGREEMENT is terminated by either party, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments, unless otherwise agreed.
- 11.3. Termination for non-adherence to Public Records.** This AGREEMENT may be unilaterally canceled by the COUNTY for unlawful refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material made or received by the CONSULTANT in conjunction with this AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

## **SECTION 12. INSURANCE**

### **12.1. CONSULTANTS INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY**

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

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

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



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

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

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

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

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

## **12.2. WORKERS' COMPENSATION INSURANCE**

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

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

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

## **12.3. BUSINESS AUTOMOBILE LIABILITY**

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

## **12.4. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

12.4.2. Commercial General Liability coverage shall include the following:

- 12.4.2.1. Premises & Operations Liability
- 12.4.2.2. Bodily Injury and Property Damage Liability
- 12.4.2.3. Independent Contractors Liability
- 12.4.2.4. Contractual Liability
- 12.4.2.5. Products and Completed Operations Liability

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

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

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

**12.6. INSURANCE LIMITS OF LIABILITY**

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

	<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

**12.7. NOTICE OF CLAIMS OR LITIGATION**

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

**12.8. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this contract.

**12.9. CERTIFICATE OF INSURANCE**

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

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

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

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

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

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

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

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

## **12.10. GENERAL TERMS**

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

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

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

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

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

## **12.11. EXCESS/UMBRELLA INSURANCE**

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

**SECTION 13. GENERAL PROVISIONS**

**13.7. Successors.** This AGREEMENT is binding on the successors and assigns of the COUNTY and CONSULTANT. The AGREEMENT may not be assigned by CONSULTANT in whole or in part to any third parties without the written consent of the COUNTY.

**13.8. Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of the COUNTY and CONSULTANT shall be solely responsible for, at its own expense, with-holding of all taxes, social security and insurance payments for its employees or agents. Under no circumstances shall CONSULTANT or any of CONSULTANT’s employees look to the COUNTY as his/her employer, or as partner, agent or principal. Neither CONSULTANT nor its employees shall be entitled to any benefits accorded to the COUNTY’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay.

**13.9. 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:

13.9.1. Representatives.

13.9.1.1. The authorized representatives of the COUNTY shall be:

Name: Jason Autrey, P.E.  
Title: Public Works Director  
Company: Okaloosa County Public Works Dept.  
Address: 1759 S. Ferdon Blvd.  
Crestview, FL 32536  
Telephone: 850.689.5772  
E-Mail: jautrey@myokaloosa.com

13.9.1.2. The authorized representative for CONSULTANT shall be:

Name: Chris T. Sellers  
Title: Senior Vice President  
Company: Neel-Schaffer, Inc.  
Address: 896 Main Street  
Chipley, FL 32428  
Telephone: 850.600.0024  
E-Mail: Chris.sellers@neel-schaffer.com

13.9.1.3. Courtesy copy to:

Contracts & Leases Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Fax: 850.689.5998

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

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

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

13.10.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ PW 78-23.

13.10.3. Exhibit C – Standard Contract Clauses-Title VI

**13.11. 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.

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

**13.13. 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.

**13.14. Covenants.**

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

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

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

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

**13.17. Confidentiality and Public Records.**

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

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

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

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

**13.19. 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.

**13.20. 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.

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

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

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

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

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

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

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

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

**14.7.1. Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive proposal procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs,

financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.

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

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

**14.7.4. Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

**14.7.5. 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 CONSULTANT with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONSULTANT shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

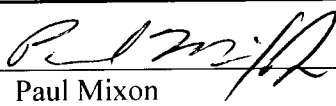
**SECTION 15. AUTHORIZATION FOR EXECUTION**

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

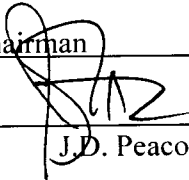
**IN WITNESS WHEREOF,** the parties hereto have made and executed this AGREEMENT as of the day and year shown on first page of this AGREEMENT.


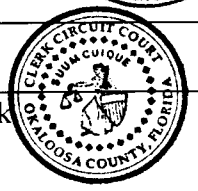
**COUNTY**  
**Board of County Commissioners**  
**of Okaloosa County**

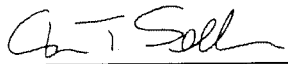
**NEEL-SCHAFFER, INC.**

By:   
Paul Mixon

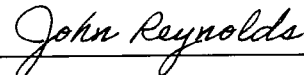
Title: Chairman

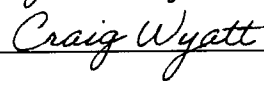
Attested:   
J.D. Peacock II, Clerk

By:   
Chris Sellers

Title: Executive Vice President

Witness 1: 

Witness 2: 



## **Exhibit "A"**

### Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

#### **A.1 BASIS OF COMPENSATION**

1. As consideration for providing Services set forth herein under Section 1, Basic Services and Section 2, Additional Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated in the attached Standard Hourly Rate Schedule. In the event there is a conflict between any provisions in the Standard Hourly Rate Schedule and this Exhibit A, the terms in Exhibit A shall control.
2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:
  - a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, proposing documents and similar Project-related items.
  - b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
  - c. Expenses for renderings, models and mock-ups requested by County.
3. Unless approved by the County in advance, reimbursable costs shall not include the following:
  - a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
  - b. Consultant overhead including field office facilities.
  - c. Overtime not authorized by County.
  - d. Expenses for copies, reproductions, postage, handling, express delivery, and long-distance communications not required for a Project.

**NSI TEAM - SUMMARY OF STAFF HOURS**

OKALOOSA COUNTY PUBLIC WORKS  
 Financial Project ID: 450923-1-51-01  
 RFQ PW 78-23  
 CEI of Okaloosa County Shared Use Path  
 Bridge to Bridge Construction  
 NTP Date: 1/10/2024

Project Duration - 270 Days Construction + 60 Admin	STAFF HOUR ESTIMATES BASED ON 165 HOURS PER MONTH												STAFF DURATION			
		1	2	3	4	5	6	7	8	9	10	11	TOTAL STAFF- MONTHS	TOTAL STAFF- HOURS	% of Contract	
Title/Classification	Personnel	PRE-ADMIN: 30 Days	BEGIN CONSTRUCTION									END CONSTRUCTION	DEMOP/FINAL ESTIMATE	TOTAL STAFF- MONTHS	TOTAL STAFF- HOURS	% of Contract
CEI SENIOR PROJECT ENGINEER	Craig Wyatt, PE (Neel-Schaffer)	0.25	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.25	2.30	380	6.53%
CEI PROJECT ADMINISTRATOR	John Reynolds (Neel-Schaffer)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	5.50	908	15.61%
RESIDENT COMPLIANCE SPECIALIST	Rene Hinton (Mehta)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	1.65	272	4.68%
CEI CONTRACT SUPPORT SPECIALIST	Manish Shah (Mehta)	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	1.65	272	4.68%
CEI SENIOR ROADWAY INSPECTOR	Greg Edmondson (Neel-Schaffer)	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	10.50	1,733	29.80%
MATERIALS TESTING	Randall Beal (UES)		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25		2.25	434	7.47%
SURVEYING	SAM Surveying and Mapping (3-Man Team)		0.25									0.25		1.50	248	4.26%
INSPECTOR'S ASSISTANT	Brayden Ruschmeier (Neel-Schaffer)		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	9.50	1,568	26.96%
													<b>34.9</b>	<b>5813.3</b>	<b>100.00%</b>	



**Project Duration - 270 Days + Pre/Post Admin**

<b>Title/Classification</b>	<b>Personnel</b>	<b>LOADED RATES</b>	<b>TOTAL STAFF-HOURS</b>	<b>Estimated Loaded Cost</b>
CEI SENIOR PROJECT ENGINEER	Craig Wyatt, PE (NSI)	\$212.00	380	<b>\$80,454.00</b>
CEI PROJECT ADMINISTRATOR	John Reynolds (NSI)	\$147.00	908	<b>\$133,402.50</b>
CEI SENIOR BRIDGE INSPECTOR	Greg Edmondson (NSI)	\$89.00	1,733	<b>\$154,192.50</b>
CEI RESIDENT COMPLIANCE SPECIALIST	Rene Hinton (Mehta)	\$80.00	272	<b>\$21,780.00</b>
CEI CONTRACT SUPPORT SPECIALIST	Manish Shah (Mehta)	\$105.00	272	<b>\$28,586.25</b>
MATERIALS TESTING	UES	\$65.00	434	<b>\$28,226.25</b>
MATERIALS TESTING	UES Lab Testing			<b>\$8,370.75</b>
SURVEYING	SAM - 3 Man Crew	\$309.00	248	<b>\$76,477.50</b>
CEI INSPECTOR AIDE / ENGINEER INTERN	Brayden Ruschmeier (NSI)	\$52.00	1,568	<b>\$81,510.00</b>
				<b>\$612,999.75</b>

**Exhibit “B”**  
**Consultant’s Proposal**



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## REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

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**RFQ TITLE:**

Bridge to Bridge Multi-Use Path Construction  
Engineering and Inspection (CEI) Services

**RFQ NUMBER:**

RFQ PW 78-23

---

ISSUE DATE:

September 18, 2023

LAST DAY FOR QUESTIONS:

October 3, 2023

@ 3:00 PM

RFQ OPENING DATE &amp; TIME:

October 18, 2023

@ 3:00 PM

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

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

---

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

COMPANY NAME Neel-Schaffer, Inc.

MAILING ADDRESS 896 Main Street

CITY, STATE, ZIP Chipley, Florida 32428

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 64-0671634

TELEPHONE NUMBER: 850.600.0024 EXT: \_\_\_\_\_ FAX: N/A

EMAIL: chris.sellers@neel-schaffer.com

---

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

AUTHORIZED SIGNATURE: PRINTED NAME: Chris T. SellersTITLE: Senior Vice PresidentDATE: 10/17/23



## STATEMENT OF QUALIFICATIONS

# Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services

RFQ PW 78-23

October 18, 2023



### Principal-in-Charge

Chris Sellers, PE  
chris.sellers@neel-schaffer.com  
205.531.7025

### Senior Project Engineer

Craig Wyatt, PE  
craig.wyatt@neel-schaffer.com  
270.601.3831

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October 18<sup>th</sup>, 2023

Amber Hammonds  
Contracts and Lease Coordinator  
Board of County Commissioners of Okaloosa County  
1250 N. Eglin Pkwy, Shalimar, Florida 32578  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)

**Subject: Request for Qualification #RFQ PW 78-23**

**Title: Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services**

**Dear Selection Committee:**

Our team is extremely excited to be considered for the opportunity to oversee the administration of the Bridge to Bridge Multi-Use Path via CEI Services. This project will provide a secure and inviting corridor that will seamlessly allow both residents and visitors the privilege of accessing pristine and unparalleled shoreline in the panhandle of Florida. This endeavor opens doors to locals and the visiting public for leisurely afternoons, fulfilling weekends, and worry-free staycations by affording the tranquility and reassurance envisioned by our forward-thinking County. It would be our pleasure to work as an extension of the County for this project!

Neel-Schaffer is proud to present our “Statement of Qualifications” to support **Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services**. We appreciate the opportunity to assist the OKALOOSA COUNTY PUBLIC WORKS DEPARTMENT in continuing their successful infrastructure program. It’s our mission to ensure we make the County successful in the completion of this project and it’s the County that shines in the praise of a job well done. Our team has a proven record on projects like those outlined in the RFQ, as demonstrated in this submittal. Neel-Schaffer plans to serve Okaloosa County from our offices in Chipley, FL, and Mobile, AL, and has the following attributes to serve this contract.

### **Neel-Schaffer Team**

Neel-Schaffer is a multi-disciplined engineering firm with over 600 employees offering consulting services to primarily city, county, and state clients. In response to this RFQ, we include personnel with expertise in the following areas:

- Transportation and Traffic
- Civil Engineering
- Environmental Engineering
- Schedule Management
- Construction Management Services

Our team supports many counties in these disciplines to improve and manage the County’s roadway system; plan, design and construct administrative, recreational, and Public Works facilities; design and inspect road and bridge projects and provide structural services for other infrastructure; and provide Construction Management services to ensure the County gets the quality product you are paying for. We have experience performing traffic

*With our resources of more than 600 employees, combined with the responsiveness of our local offices, Neel-Schaffer strives to provide cost-effective construction engineering & inspection services with personal attention to service and quality. We are prequalified in 25 engineering and planning work types by FDOT and strengthened by the experience of over 40 former DOT employees on staff throughout the region.*

P: 850.600.0024

896 Main Street

Chipley, FL 32428

[www.neel-schaffer.com](http://www.neel-schaffer.com)





services for Okaloosa County and have completed other projects such as Dawson Road Bridge Replacement, proving our interest and versatility to serve you in whatever is needed.

Neel-Schaffer's **Project Manager/Senior Project Engineer, Craig Wyatt, PE**, is local and will serve as the single point of contact for all services required by the County. He will assign Task Leaders from our Senior staff to help coordinate individual tasks. Craig has over 18 years of experience serving DOTs (as an employee and consultant) and County governments and has recent experience leading Construction Management efforts for Escambia County, FL, Bay County, FL, and Baldwin County, AL, projects.

His experience as a Kentucky Transportation Cabinet Resident Engineer, Rogers Group Assistant Construction Manager and Neel-Schaffer CEI Construction Manager / Senior Project Engineer provides a unique insight into how to competently and efficiently complete construction projects of all sizes and scales. Craig understands how the project needs to be constructed and how to communicate with the contractor any thoughts or concerns efficiently and effectively that may arise during the construction process. Craig works out of the Chipley office and lives in Santa Rosa Beach and will easily serve Okaloosa County projects. He will be responsible for managing all tasks and ensuring they are carried out successfully.

### **Team Experience**

We have significant experience in serving Florida and Alabama in CEI and Design services through continuing services contracts under the Consultants Competitive Negotiation Act and understand how to successfully manage these multi-task, multidisciplined projects. We provide transportation services working for Florida counties, through FEMA and FDOT, and can assist with any inspection, permitting, funding, and design standards required or requested. Our success is derived from the ability of our firm to respond to any request, no matter how large or small, to deliver the quality services our clients need. We understand the size and types of projects that are needed under Construction Engineering and Inspection contracts and have a well-rounded staff that is ready to serve in our nearby Mobile and Chipley offices. Our firm's experts support all our offices, ensuring every assignment gets done right.

Neel-Schaffer (NSI) currently serves the Florida counties of Escambia, Bay, Washington, Volusia, Brevard, and Orange, and the cities of Deltona, Sanford, Oviedo, DeBary, Orange City, Winter Garden, Lady Lake, Mount Dora, and Eatonville. NSI has served many other cities and counties over the years. Our CEI team is currently completing inspection services for Escambia County to efficiently complete the Dawson Road Bridge LAP project. NSI has supported roadway paving projects in Bay and Washington Counties and is providing design services for FDOT's Midbay Connector improvements. We also serve many cities and counties in South Alabama and Mississippi out of our Mobile office, including Mobile and Baldwin Counties and the cities of Daphne, Fairhope, and Biloxi. Our coastal experience has helped us develop sustainable and resilient approaches to transportation design such as roundabouts for continuous operation, hardening of traffic structures, and GPS/GIS mapping of signage. We have expertise in stormwater management and permitting and a firmwide discipline of over 25 staff to support Hydraulics and Hydrology as well as Coastal Engineering needs.

### **Neel-Schaffer Contacts**

**Craig Wyatt, PE**

Project Manager/Civil Engineer

Mobile: 270.601.3831

[craig.wyatt@neel-schaffer.com](mailto:craig.wyatt@neel-schaffer.com)

**Chris Sellers, PE**

Principal in Charge

Mobile: 205.531.7025

[chris.sellers@neel-schaffer.com](mailto:chris.sellers@neel-schaffer.com)



### **Leadership and Commitment**

**I, Chris Sellers, PE**, Senior Executive Vice President, am our firm's East Region Assistant Manager and Alabama/Florida Manager. I will serve as the Principal in Charge of this contract and will work with you and the Project Manager and will serve as contracting manager and I am authorized to represent the firm and negotiate for this contract.

### **CE&I Services**

The Neel-Schaffer Team is equipped to address CEI with its experienced construction staff comprised of individuals who demonstrate technical ability, construction knowledge, sound judgment, and professional reliability. Through many years of handling a thoroughly diverse mix of construction projects, our staff has become highly skilled in the various aspects of transportation construction inspection, including roadway grading and paving, bridges and structures, traffic control, and environmental compliance.

### **Construction Engineering & Inspection**

The Neel-Schaffer team is committed to the "partnering" process in its project management philosophy. This is a commitment from every team member to treat each other fairly and professionally, and to be mindful of the key goals we share. Our team concept involves commitment from all stakeholders



participating in the contract, whether directly or indirectly. We are committed to working as a partner with Okaloosa County and the contractor to deliver all oversight and documentation resulting from this CEI contract on time and within budget.

Our project management approach will be more of a collaborative style of project management instead of the typical "top down" approach to make the most of innovative processes. Communication and coordination will be vital to the success of this project.

### **Safety**

**Safety is a priority at Neel-Schaffer!** We do not just say that; it is a core value of our company culture. All field personnel are required to have OSHA 10-hour training, which provides basic safety training.

We also provide project-specific training to improve hazard recognition and risk assessment. Providing skills to field personnel so they recognize potential hazards and recommend mitigation strategies improves overall safety in our work zones. This includes Neel-Schaffer employees, subconsultants, contractor staff, Okaloosa County staff, the motoring public, and anyone else entering our projects.

Potential hazards are common on construction projects and range from lack of rebar protection to traffic control deficiencies to fall hazards. Our inspectors evaluate projects for potential hazards and document any found. A risk assessment is done to evaluate the potential for injury due to the hazard, and recommendations are made for removing the hazard or limiting risk of exposure to the hazard.

**We train our inspectors to consider safety in everything they do, not only their own personal safety, but the safety of anyone who may be affected by the work being performed.** Our goal is for everyone involved in the projects and the public to return home safely at the end of each day



- ✓ Neel-Schaffer focuses primarily on serving public sector clients. Our clients include several DOTs and many counties, cities, towns, and communities across the Southeast.
- ✓ Our team prides itself on providing personal, customer-oriented service to its clients. We view ourselves as an extension of your staff and strive to conduct ourselves accordingly in a professional manner. We welcome the opportunity to work with County officials, staff, and citizens in developing and implementing solutions that will have a positive impact on the community.
- ✓ Working alongside staff in other offices, our firm has the resources to incorporate additional expertise when needed. We consider our geographical and technical diversification to be a great asset.
- ✓ We understand and consider the relationship between agency needs, priorities and public perceptions. We work to distinguish between solutions that may look promising based on theoretical office analysis and those reflecting practical, realistic, and implementable measure

### Partnering

Our partnering concept involves the commitment of all stakeholders participating in the construction projects, whether directly or indirectly. Authority is delegated to the lowest responsible level for operational efficiency, and issues or disputes are elevated before they get personal. While partnering with the contractor is important to achieve the common goal of completing projects successfully, we always consider what is in the best interest of Okaloosa County and the traveling public.

The Neel-Schaffer Team will meet with Okaloosa County and the Contractor to review and establish a clearly delineated Construction Issue Escalation Process. This process will clearly identify the representative from our team, the County, and the Contractor who will be involved with issue resolution at each level.

A clearly defined hierarchy will prevent issues from becoming “bogged down” at any level and will prevent team members from unnecessarily “leap- frogging” to higher levels when an issue could be resolved at a lower level.

### Quality

Quality is assured by verifying compliance with contract requirements. Timely verification of compliance with contract requirements during the construction process is essential to prevent re-work, which would detrimentally affect On Time and On Budget goals. A proactive review of the plans, specifications, schedule, work plan, and material testing requirements to eliminate on-site misunderstandings and delays is crucial.

We appreciate the opportunity to present our qualifications to Okaloosa County and believe we are ideally suited to assist you in your engineering and construction needs. We look forward to the opportunity to serve you in this regard.

Sincerely,

**Neel-Schaffer, Inc.**



**Christopher Todd Sellers, PE**  
**Senior Executive Vice President/East Region Assistant Manager**



## 2 | CEI Experience of Firm / Team Members

### Project Team

**NSI** has received excellent performance grades while serving as a Prime Consultant on multiple construction projects with similar scopes as this contract. All projects were completed under time and budget. All were Final Accepted with no outstanding claims. All Material Certifications were obtained prior to each project's final acceptance, and all Final Estimate packages received excellent Post-Audit Reviews. Through our strategic partnerships and standing relationships with our subconsultants, our team is built on a foundation of open communication, trust, and transparency. We believe that this team is **THE** best choice for the County. The County can trust us to act as an extension of their staff to deliver an outstanding project on time and within budget. Brief summaries of proposed key personnel are provided below.

Our CEI team is comprised of qualified construction inspection experts, with key subconsultants being prequalified in Work Group 10.1 and 8.1. Built upon our strong and on-going partnership with **UES, Alday-Howell Engineering, Inc. (SBE), SAM Surveying, ABC Group (DBE), WSP, and Mehta (DBE)**, our CEI team is committed to significant DBE participation for this contract. NSI is an employee-owned firm with core values and has served Florida's transportation needs for years.

**Subconsultants Relationships:** NSI has strong working relationships with all proposed subconsultants, having worked on bridge and roadway construction projects together in FDOT District 3, as well as various County projects throughout the district. **Mehta** is currently a subconsultant to **NSI** for multiple ongoing CEI projects. A few of these projects currently under contract include: ① *Escambia County LAP Dawson Road Bridge Replacement project that's due for completion in October*, ② *CEI of both Group 23-D projects in Bay County* and ③ *CEI of US 231 in Jackson County*; further developing a trusting relationship between our firms. **SAM Surveying** and **NSI** have a long-standing relationship in Design and CEI across the Southeast. **SAM** is currently assisting the **NSI** CEI team on both Group 23-D projects in Bay County. **UES** is currently teamed with the **NSI** CEI team for the inspection services (materials testing and pile driving analysis) of Gibson Road bridge replacement over Alligator Creek in Escambia County. **Through seamless communication and past work experience, we have assembled a highly qualified team of professionals who are driven to deliver excellent services to the Department.**

By combining our national, municipality, DOT and FDOT CEI experience, we will provide Okaloosa County with a new and diverse CEI team that is performance driven. We will use our extensive construction knowledge, technical expertise, and similar project experiences on this CEI contract.

Working with the County's Project Manager/Engineer, Mr. Scott Bitterman, our CEI team will build on the success and trust we have developed. Our constant communication and daily coordination with the roadway contractor and open communication with our County Project Manager during all aspects of construction operations will ensure successful project delivery. Our team will be using a program called Procure to track all aspects of the project, including Daily Work Reports, preconstruction, progress and post construction video and photos, weekly monitoring reports, monthly estimate quantities, etc. The County PM will have access to this program and can monitor all CEI operations and data in real time, as he wishes.

**Final Estimate (FE):** Our goal is to provide an error-free FE package with all agreements and documentation completed in advance of the 30-day requirement. This effort includes final estimate audits to be conducted at 30%, 60%, 90% and 100% of the project progress with the results provided to the County and corrective actions provided for any known deficiencies.



## Team Members

**Senior Project Engineer, CRAIG WYATT, PE (FL License #92035):** Craig has more than 18 years of construction engineering and management experience including the responsibility of large and complex projects throughout his career. Craig worked for the Kentucky Transportation Cabinet (KYTC) for 13 years as a Maintenance and Construction Resident Engineer. He managed a team of engineers, construction inspectors and maintenance crews as the Resident Engineer for the KYTC, in responsible charge of all construction inspection and resurfacing design within his area. After working for KYTC, he became Construction Superintendent/Assistant Construction Manager for Rogers Group Paving, Inc., in Hopkinsville, KY, where he was responsible for assisting with estimating, project scheduling and construction of DOT and local government contracts in Kentucky before moving to Florida and settling in as Neel-Schaffer's Senior Project Engineer in 2019. His experience as a paving contractor in addition to KYTC supervisor gives him a unique perspective of how similar projects are administered from multiple points of view. ***Craig is 75% available to start the project.***

**Environmental Engineer, JENNIFER SLOAN ZIEGLER, PE, PhD, ENV SP, CECP (FL License #84510):** Dr. Sloan Ziegler is experienced in environmental assessments, policy development, grant writing, riverine/coastal hydrology and hydraulics, design of coastal structures, and project management. She has extensive experience with environmental quality projects from her work with environmental assessments, stream mitigations, Internal Technical Reviews, hydrologic and hydraulic modeling, and water/wastewater modeling. She is also experienced with hydrologic modification impact analysis as part of site design and erosion control measures. Jennifer is very involved in the management of environmental and hydraulics projects as well as innovative hydraulic design. Jennifer has worked on multiple projects in sensitive habitats in the Gulf of Mexico. While some of these repair and rebuild projects were made possible by local funds, others were funded by FEMA after a natural disaster. ***Jennifer is available as needed throughout the project.***

**Construction Manager, JOHN REYNOLDS:** John has extensive experience with similar projects and the work items included within these CEI projects. **John has over 27 years of blended experience in construction as a Construction Project Manager for CW Roberts, and as an FDOT project inspector and project administrator. This experience creates extensive understanding of how to manage daily operations with the contractor.** John is an experienced project administrator who has spent his career supporting multi-million-dollar transportation enhancement projects throughout Florida. His engineering skills and knowledge allow him to implement innovative solutions in the face of complex transportation challenges, delivering positive project outcomes. ***John is 75% available to start the project.***

**Senior Construction Inspector, GREG EDMONDSON:** Greg has more than 22 years of CEI experience, with an emphasis on roadway construction including asphalt pavement, concrete construction, bridge construction and drainage improvements, ***mainly focused in the Okaloosa County area.*** He has extensive experience with construction projects such as this shared use path, the challenges working on the island, as well as inspection of recommended repairs. Greg has strong skills that are well-suited for a career in construction management. Given his team management skills and ability to work well in a team environment, Mr. Edmondson excels in a leadership role within a construction project team. His self-starting nature and fast information acquisition skills make him well suited for a fast-paced work environment, where he can quickly adapt to changing project needs. ***Greg is 100% available to start the project.***

**Administrative - Contract Support Specialist, MANISH SHAH (MEHTA):** Manish offers over 26 years of professional experience in the CEI industry. He's proficient in maintaining records of project activity such as pay item quantities, assuring conformity with specifications and final estimate procedures; preparing and maintaining overtime requests; development of weekly summaries; and entering all data into appropriate FDOT computerized system(s). Other responsibilities include creating/maintaining internal systems for tracking shop drawings, submittals, RFIs, claims, weather days, and additional project time. ***Manish is available up to 75% throughout this contract.***

**Administrative - Resident Compliance Specialist, RENE HINTON (MEHTA):** René offers over 20 years of administration experience in managing Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise



(DBE), On-the-Job Training (OJT), and certified payrolls. **Rene is available up to 50% throughout this contract.**

**Public Information Specialist – Stacey Wallace (ABC Group):** Anastasia (Stacey) Wallace is a public relations and community outreach professional with more than 22 years' experience. She has worked in support of FDOT District Three since 2006 managing dozens of public involvement/information efforts for planning, design, construction, and maintenance projects. She is a veteran of the U.S. Air Force, a former television news anchor, and director of communications for a national philanthropic organization. Her areas of specialized experience include planning and implementation of public involvement and public information programs for transportation projects; marketing and public relations for private-sector healthcare and financial services agencies; media relations; social media planning/implementation; digital marketing; and political communication. **Stacey is available as needed throughout the project.**

**Quality of Proposed Staff:** The NSI Team will work as an extension of the County. We will rely on our combined strengths from our past experiences and work toward needed solutions with the County PM to deliver the best project results possible. Our team is knowledgeable in FDOT policies/procedures and has provided outstanding service on similar projects. Our combined expertise within the team will ensure that this project will be constructed within all FDOT specifications and project requirements to deliver a final product that will exceed expectations. Public concerns will be promptly addressed through good communications with ABC Group and the County PIO, and we will be available to meet with all public officials should the need arise.

## CEI Project Experience

The NSI team has extensive experience on similar projects administered by FDOT, KYTC, ALDOT and Florida County projects. **Teamed with experienced inspectors from Mehta, WSP, UES, AHE, and ABC Groups as PIO;** providing the needed resources to improve the County's overall pool of qualified CEI personnel. **Similar NSI projects include:**

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### ESCAMBIA COUNTY LAP BRIDGE REPLACEMENT OF DAWSON ROAD OVER PRITCHETT | Escambia County, FL

**Agency:** Local Agency Project for County of Escambia

**Address:** 3363 West Park Place

**City, State, Zip Code:** Pensacola, Florida, 32505

**Contact Person/Title:** China Watson-Ball, Escambia County Bridge Project Manager

**Email:** [cwball@myescambia.com](mailto:cwball@myescambia.com)

**Telephone:** 850-595-1604

**Project Cost:** Approximately \$1.8 million

**Completion Date:** October 2023

**Scope of Project:** Neel-Schaffer served as the Prime Consultant for Construction Engineering and safety improvements services for this project that involved the replacement of Dawson Road over Pritchett Mill Creek Bridge, existing Bridge Number 484046. The project is located in northern Escambia County between US 29 and the Escambia River, a few miles south of Century. The existing functionally obsolete 60'-6" long x 25'-6" wide bridge carried two lanes of traffic. The proposed 76'-0" long x 36'-8" wide replacement bridge will also carry two lanes of traffic. The bridge is a three-span continuous flat slab concrete structure. Associated roadway improvements on Dawson Road include approximately 270 feet of roadway replacement, curb and gutter, guardrail improvements, and grading for ditches. The project required utility coordination, working near existing utilities, the relocation of a 3-inch water line, and providing conduit for a 3/4-inch gas main to be relocated by others. Work was performed under a General Permit from the Florida Department of Environmental Protection (FDEP) and Nationwide Permit (NWP) from the Army Corp of Engineers Traffic control that included closing Dawson Road for the duration of the project.

**Key Personnel Assigned/Assignments:** Craig Wyatt (Point of Contact), John Reynolds (Project Administrator), David Leber (Senior Inspector), Teresa Cutting (Construction Support Specialist), Rene Hinton (Resident Compliance Specialist) and Brayden Ruschmeier (Inspector Aide) all performed as the NSI team for this contract.



## CR 389 WIDENING AND RESURFACING | Bay County, Florida

**Agency:** Bay County Public Works

**Address:** 840 West 11th Street

**City, State, Zip Code:** Panama City, FL 32401

**Contact Person/Title:** Marc MacLean, Engineering Division Supervisor

**Email:** [mmaclean@baycountyfl.gov](mailto:mmaclean@baycountyfl.gov)

**Telephone:** 850-248-8301

**Project Cost:** Approximately \$1.25 million

**Completion Date:** March 2022

**Scope of Project:** Neel-Schaffer performed as the Prime Consultant for Construction Engineering and Inspection services for the widening and resurfacing of CR 389 in Lynn Haven. This project consisted of approximately 1,100 feet of road widening, 19,500 SY of 3" asphalt milling, 18,000 SY of 1.5" asphalt milling, **1,600 tons of Structural Course asphalt**, and 3,200 tons of fiber reinforced FC-9.5 asphalt Friction Course. It also included **sidewalk installations per ADA standards**, pipe liner, closed flume inlets, traffic loops, performance turf, and all appropriate **pavement markings and thermoplastic painting required to meet FDOT standards**.

**Key Personnel Assigned/Assignments:** Craig Wyatt (Senior Project Engineer / Project Administrator), David Leber (Senior Inspector) performed as the NSI team for this contract.

## CEI OF SR 75 (US 231) FROM CR 2301 TO NORTH CAMPFLOWERS ROAD (5.85 MILES) | FDOT D3

**Agency:** Florida Department of Transportation, District 3

**Address:** 3363 SR 390

**City, State, Zip Code:** Panama City, Florida 32405

**Contact Person/Title:** Linda Melvin, FDOT Project Administrator

**Email:** [linda.melvin@dot.state.fl.us](mailto:linda.melvin@dot.state.fl.us)

**Telephone:** 850-767-4927

**Project Cost:** Approximately \$16.1 million

**Completion Date:** Anticipated June 2024

**Scope of Project:** Neel-Schaffer is performing as Prime Consultant for Construction Engineering and Inspection services for this contract, which consists of milling and resurfacing with type **SP & FC asphalt**. Task items include turn lane widening, median openings and side street milling and resurfacing, drainage improvements, regrading ditches, shoulder sod treatment Type I, miscellaneous asphalt, guardrail with TL-3 anchorages and type II (special posts over box culvert), property line fencing, Smart Work Zone equipment to supplement the temporary control plans, signal installation with concrete strain poles, underground conduit and pull-boxes, vehicle loop installation, controller cabinet replacement, **signage, and reflective pavement markings and thermoplastic striping** on SR 75 (US-231).

**Key Personnel Assigned/Assignments:** Craig Wyatt (Senior Project Engineer), John Reynolds (Project Administrator), Joey Mastro (Senior Inspector), Teresa Cutting (Construction Support Specialist), Rene Hinton (Resident Compliance Specialist), Brayden Ruschmeier (Inspector Aide) all performed as the NSI team for this contract.

## CEI of INTERSECTION UPGRADES SR 75 (US 231) from CR 2293 TITUS RD to CR 2315 STAR AVE | FDOT D3

**Agency:** Florida Department of Transportation, District 3

**Address:** 3363 SR 390

**City, State, Zip Code:** Panama City, Florida 32405

**Contact Person/Title:** Linda Melvin, FDOT Project Administrator

**Email:** [linda.melvin@dot.state.fl.us](mailto:linda.melvin@dot.state.fl.us)

**Telephone:** 850-767-4927

**Project Cost:** Approximate cost \$1 million

**Completion Date:** Anticipated Jan 2024

**Scope of Project:** Neel-Schaffer is performing as Prime Consultant for Construction Engineering and Inspection services for this contract, which consists of milling and resurfacing with type **SP & FC asphalt**. Task items include turn lane widening, median openings and side street milling and resurfacing, drainage improvements, regrading ditches, shoulder sod treatment Type I, miscellaneous asphalt, guardrail with TL-3 anchorages and type II (special posts over box culvert), property line fencing, Smart Work Zone equipment to supplement the temporary traffic control plans, signal installation with concrete strain poles, underground conduit and pull-boxes, vehicle loop installation, controller cabinet replacement,



signage, reflective pavement markings and thermoplastic striping on SR 75 (US-231).

**Key Personnel Assigned/Assignments:** Craig Wyatt (Senior Project Engineer), John Reynolds (Project Administrator), Joey Mastro (Senior Inspector), Teresa Cutting (Construction Support Specialist), Rene Hinton (Resident Compliance Specialist), Brayden Ruschmeier (Inspector Aide) all performed as the NSI team for this contract.

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### CEI OF SR 79 AS SUBCONSULTANT TO WSP IN BAY COUNTY | FDOT District 3

**Agency:** Florida Department of Transportation, District 3

**Address:** 3363 SR 390

**City, State, Zip Code:** Panama City, Florida 32405

**Contact Person/Title:** Billy Robinson, FDOT Project Administrator

**Email:** [billy.robinson@dot.state.fl.us](mailto:billy.robinson@dot.state.fl.us) **Telephone:** 850-767-4927

**Project Cost:** Approximate cost \$8.2 million **Completion Date:** Anticipated October 2023

**Scope of Project:** Neel-Schaffer is performing as Sub Consultant to WSP for Construction Engineering and Inspection services for this contract, which consists of milling and resurfacing with type **SP & FC asphalt**. Task items include turn lane widening, median openings and side street milling and resurfacing, **shared use path maintenance and new construction, including GAB installation, 6 inch and 4 inch sidewalk ensuring ADA compliance, handrail installation, gravity wall construction, advanced warning installation, straight edge, cross slope checking, drainage improvements, regrading ditches, shoulder sod treatment Type I, miscellaneous asphalt, guardrail with TL-3 anchorages and type II (special posts over box culvert), signage, reflective pavement markings and thermoplastic striping** on SR 79.

**Key Personnel Assigned/Assignments:** Kyle Lewis (Senior Project Inspector) and Joey Mastro (Senior Project Inspector) performed as the NSI team for this contract.





## Reference List

Client Name/Contact Information	Brief description of project
<p><b>Escambia County, Florida</b>            China Watson-Ball, Escambia County Bridge Project Manager            3363 West Park Place            Pensacola, Florida, 32505  <b>Telephone:</b> 850-595-1604  <a href="mailto:cwball@myescambia.com">cwball@myescambia.com</a></p>	<p><b>Escambia County LAP Bridge Replacement of Dawson Road over Pritchett Mill Creek:</b> Neel-Schaffer performed as Prime Consultant Construction Engineering and Inspection and safety improvements services for this project that involved the replacement of Dawson Road over Pritchett Mill Creek Bridge.</p>
<p><b>Bay County, Florida</b>            Marc MacLean, Engineering Division Supervisor            840 West 11th Street            Panama City, FL 32401  <b>Telephone:</b> 850-248-8301  <a href="mailto:mmaclean@baycountyfl.gov">mmaclean@baycountyfl.gov</a></p>	<p><b>CR 389 Widening and Resurfacing; Bay County, Florida:</b> Neel-Schaffer performed as the Prime Consultant for Construction Engineering and Inspection services for the widening and resurfacing of CR 389 in Lynn Haven.</p>
<p><b>Florida Department of Transportation District 3</b>            Linda Melvin, FDOT Project Administrator            3363 SR 390            Panama City, Florida 32405  <b>Telephone:</b> 850-767-4927  <a href="mailto:linda.melvin@dot.state.fl.us">linda.melvin@dot.state.fl.us</a></p>	<p><b>CEI of SR 75 (US 231) from CR 2301 to North Campflowers Road (5.85 miles):</b> Neel-Schaffer is performing as Prime Consultant for Construction Engineering and Inspection services for this project.</p>
<p><b>Florida Department of Transportation District 3</b>            Linda Melvin, FDOT Project Administrator            3363 SR 390            Panama City, Florida 32405  <b>Telephone:</b> 850-767-4927  <a href="mailto:linda.melvin@dot.state.fl.us">linda.melvin@dot.state.fl.us</a></p>	<p><b>CEI of Intersection Upgrades SR 75 (US 231) from CR 2293 Titus Rd to CR 2315 Star Avenue:</b> Neel-Schaffer is performing as Prime Consultant for Construction Engineering and Inspection services for this contract.</p>
<p><b>Florida Department of Transportation District 3</b>            Billy Robinson, FDOT Project Administrator            3363 SR 390            Panama City, Florida 32405  <b>Telephone:</b> 850-703-3805  <a href="mailto:billy.robinson@dot.state.fl.us">billy.robinson@dot.state.fl.us</a></p>	<p><b>SR 79 Shared Use Path &amp; Resurfacing:</b> Neel-Schaffer is performing as Sub Consultant to WSP with Senior Inspection duties for Construction Engineering and Inspection services for this project.</p>



### 3 | Project Understanding and Approach

**Approach & Understanding of Multi-Use Path Construction:** *As previously stated in our Letter of Interest, this corridor of US 98 along Okaloosa Island is one of the most vibrant and pivotal hidden gems in the panhandle of Florida. Constructing the Bridge-to-Bridge Multi-use Path has garnered eager anticipation, destined to become a cherished amenity for pedestrians and cyclists, promising enjoyment for generations to come. Beyond its recreational allure, this project will also establish a secure and picturesque alternative transportation route, catering to both locals and tourists alike. Key stakeholders for the project will include Eglin AFB, the Cities of Fort Walton Beach and Destin, the Okaloosa-Walton Tourist Development Council, local Chambers of Commerce, and the various geographic stakeholders on Okaloosa Island and along U.S. 98. **This endeavor stands as a "must-do" initiative, pivotal to bolstering safety, tourism, and community, enhancing the allure of Okaloosa County's magnificent beaches.***

Administering this project consists of full Construction Engineering & Inspection (CEI) Services on the SR 30 (US 98) Bridge to Bridge Multi-Use Path project. The purpose of this project is to construct a multi-use path (12' wide) from Brooks Bridge to Marler Bridge. The total project length is 4.724 miles, which will be constructed within the existing right-of-way.

By combining our national DOT and FDOT, Florida County and City CEI experience, we will provide Okaloosa County with a new and diverse CEI team that is performance driven. We will use our extensive construction knowledge, technical expertise, and similar project experiences on this CEI services project. Our CEI team is strategically comprised of technical expertise and professional experience required for this project. The **NSI** team has provided CEI services for over \$1B in CEI construction across multiple southeastern states including FDOT, ALDOT, SCDOT, MDOT, KYTC, and Local Municipalities with similar construction elements including:

- High Speed/Peak Volume Routes with Paving Trains
- Rural Typical Sections with Widening Construction
- Pavement Distress and Base Failures
- Maintenance of Traffic
- **Shared Use Path Construction**
- **Gravity Wall Construction**
- **Sidewalk Construction**
- **Public Involvement and Awareness**
- Drainage Construction
- **Environmental Compliance**
- **Utility Coordination**
- **Claim and Delay Prevention**

Working with the Counties Project Manager, Mr. Scott Bitterman, PE, our CEI team will build on the success and trust we have developed with the County. Our constant communication and daily coordination with the roadway contractor during construction operations will **prevent surprises** and ensure complete compliance and successful project delivery. ***Our team has extensive experience with projects similar to this!***

By providing proven and qualified leadership with extensive experience in asphalt milling and paving operations, the **NSI** team is prepared to provide excellent CEI services for this project. Mr. Wyatt has over 18 years' experience overseeing and administering similar projects for KYTC, ALDOT, FDOT, Bay and Escambia Counties in Florida and will deliver an exceptional final product to Okaloosa County with the high goal of zero punch list items. His knowledge and expertise of paving operations, paired with our team's experience working and communicating with paving contractors, will ensure excellent leadership for the CEI of RFQ 78-23. The **NSI** team will pay close attention to the critical daily construction and paving operation details performed by the contractor and will not be too hesitant to confront the contractor about correcting.

In addition to Mr. Wyatt, Mr. John Reynolds and Mr. Edmondson are experienced CEI professional with approximately 50 years of combined experience, ***including 3 FDOT projects on Okaloosa Island; making them very familiar with potential issues and project coordination needs for this project.*** John's background includes both public and private sector projects including numerous Florida Department of Transportation (FDOT) and Eglin Air Force Base assignments with multiple stints providing inspection, senior inspection and currently Project Administrator services for a wide array of



CEI Construction projects, recently finishing the Design-Build of the 61.1-million-dollar construction of the SR 77 Design-Build that began in 2015. John has also worked as an Estimator / Project Manager for CW Roberts, giving him a unique understanding of CEI Inspection through the views of the construction contractor. Greg's background includes both CEI and FDOT employment, resulting in a vast array of familiarity with Okaloosa Island projects and operations like those in this contract. The two of them previously worked together at the Florida Department of Transportation, creating chemistry vital to the administration and communication for successful projects. These daily paving operation details include:

- Monitoring specified delivery and placement temperatures.
- Monitoring truck loading and paver hopper operations to reduce segregation of the asphalt mix.
- Monitoring that the existing pavement in front of the paver is clean and moisture-free.
- Monitoring proper tack coat rates and applications.
- Monitoring proper roller equipment and rolling patterns.
- Monitoring rolling operations and roller distances from the paver to ensure compaction is performed at adequate temperature.
- Monitoring against dump trucks emptying end load mix on the pavement in front of the paver.
- Monitoring that the auger extensions on the paver are extended adequately to deliver mix to the edge of the paved areas.
- Monitoring the paver screw operators to make certain they know not to over-adjust the screws during the paving operations.
- Monitoring milling operations to correct any deficiencies such as not being adequately swept or not providing uniform texture.
- Verifying cross-slopes and ensuring pavement drop-offs are corrected.

These critical items will be delivered during our inspection of the project and will result in a finished product with exceptional performance and a pavement lifespan that exceeds expectations. The asphalt plant operations will also be monitored closely to ensure that all specifications are met. The key to successful delivery of these critical paving operations will be excellent communication between the **NSI** inspection team and the paving contractor. Tailgate meetings will be held daily, and other field meetings will be conducted as needed when important issues arise. All operations will be communicated consistently between the **NSI** team, Okaloosa County, and contractor. Any decisions and/or resolutions needed during the project will be handled professionally and expediently by the **NSI** team.

**Environmental Compliance:** Erosion and sediment control will be critical during all phases of these projects. Construction activities throughout the construction on RFQ 78-23, including clearing and grubbing, earthwork construction, widening and asphalt paving operations will need to be monitored continuously to ensure no sediment loss occurs within the project site. Proper installation of erosion control devices will be vital throughout construction operations. **NSI** oversight will ensure all devices are installed correctly and timely during construction activities to protect them from construction operations. Our team has extensive experience with sediment and erosion control inspection and reporting. Inspection reports will be generated every seven calendar days or within 24 hours of a recorded 0.5-inch rainfall event, and any erosion control damage will be repaired by the contractor within 24 hours of notification. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five days after construction.

In order to prevent off-site impacts, stockpiles and soils exposed during site alteration must be stabilized, and runoff and siltation directed toward areas approved in the development order for such use. Development order applications submitted for mines or borrow pits shall include an erosion control plan that identifies locations of stockpiles, haul routes, settling ponds, de-watering impoundments, retention ponds, and any other information, including hydraulic and hydrologic analyses or models and calculations, as may be required by the county engineer to determine that the proposed operations



will not cause erosion of sediments onto surrounding properties or into waterways other than those created entirely within the subject property.

**Asphalt Milling and Paving Operations:** The **NSI** team is thoroughly experienced in milling and paving operations and understands what is necessary to ensure the final product of asphalt paving is properly completed and meets required densities without segregation, bleeding, roller marks and streaking, and wash boarding. We know how negligence during paving operations can affect either operation from achieving the desired product and cause under-running or over-running of project quantities, and will make certain that all aspects of paving, grade correction, striping, etc. are communicated to the contractors and DOT PM. Cross slopes will be checked and maintained throughout the project, and pre-shift milling/paving meetings will be held to make sure everyone is on the same page. Spread rates and asphalt segregation will receive the utmost attention throughout the project. During asphalt operations, **NSI** will communicate closely with the Contractor, District Materials Office (DMO) and County PM concerning all paving operations.



**Materials Testing:** **UES** will be providing Verification Testing for construction resources to include testing of concrete, soils, asphalt and metals. State-of-the-art laboratory facilities and mobile field laboratories for on-site testing are staffed with OSHA-safety certified field technicians. They are available for routine “call-out” services on projects such as nuclear density gauge testing, and full-time quality control testing on large scale construction projects. All field and laboratory construction materials testing, and placement reports will be submitted to the Project Administrator, who will relay information to Mr. Scott Bitterman weekly at a minimum.

**MOT - Traffic Control & Lane Closures and Public Information:** *While we understand it isn't currently the Counties' intention to include a Public Information Officer on this contract, we would appreciate the opportunity to make a case for their inclusion.* Given the visibility, anticipation, and enthusiasm of the stakeholders of this project, we feel the use of ABC Group would significantly strengthen the team and ensure additional steps are taken to keep everyone informed, from those visiting, commuting, and the stakeholders. They have intimate knowledge, understanding and coordination via their numerous transportation infrastructure improvement project involvement, including Brooks Bridge Replacement, US 98 resurfacing from Marler Bridge to Airport Road, US 98 widening from Airport Road to Okaloosa County/Walton County Line, SR 20 (John Sims Parkway) improvements from Edge Avenue to Rocky Bayou Bridge and the I-10/PJ Adams interchange construction.

**If permitted** to work with the **NSI** team, and with the support of the Okaloosa County Engineers Office; our team through the Project Administrator will work in coordination with ABC Group and Public Information Office to develop and implement a Community Awareness Plan (CAP) capable of delivering accurate, timely, and consistent information everyone. ABC Group would utilize their local knowledge of the area to develop a CAP and administer a public information program to identify and engage key stakeholders before and during construction. Additional proposed public information services include:

- Performing targeted work zone canvasses.
- Coordinating direct mail notifications for nearby stakeholders.
- Preparing news releases, fact sheets, fliers, and other printed collateral materials.
- Developing social media content for the Okaloosa County public information office.



- Publishing e-newsletters at project milestones.
- Managing and coordinating stakeholder correspondence.

Traffic impacts during construction are a main concern of the traveling public and our CEI team. Our team has certifications and extensive experience in monitoring and ensuring MOT is consistent, safe and accurate on a daily basis, and will complete daily checklist forms that will be sent to the contractor(s) immediately if any corrections need to take place and sent to the County Project Manager for review on a weekly basis. Areas can be very congested due to both heavily travelled highways used for daily commuter traffic, as well as tourism in Okaloosa County.

**NSI's** public information efforts will strive to achieve a “no surprises” atmosphere that will allow the County to complete each phase of the PW 78-23 project in a manner that bolsters public trust and enhances the County’s credibility within the community. There are several special events in the local area, including Spring Break (March 8-24, 2024) and area festivals such as *Eglin AFB Open House and Airshow*, *Billy Bowlegs Pirate Festival*, *Greek Festival*, *Seafood Festival*, *Mardi Gras Festival*, *Destin Marathon*, and *Red Cross Run*, which will also need to be addressed during the construction of this project in accordance with FDOT Specification 8-6.4.

Additionally, all lanes shall be opened on the project within 12 hours of a hurricane evacuation notice. In addition to the special events aforementioned, **NSI** understands the traffic flow patterns that exist in the area related to both commuter traffic and tourism and will monitor traffic flow during peak travel times. Any traffic backups that occur within the project limits will be discussed and remedied with the contractor to minimize delays in traffic flow. Our team will require the contractor to have personnel dedicated to monitoring traffic continuously throughout to ensure that flaggers are spaced correctly so as to not allow undetected vehicles into the work zone erroneously.

John Reynolds (PA) will contact ABC Group and the Okaloosa County PIO at the beginning of each week, to relay the anticipated lane closures for the week. He will also assist ABC Group in coordination between the Brooks Bridge project, Eglin Air Force Base and Hurlburt Field exercises and activities. The **NSI** team will strive to stay in constant communication with the contractors and ensure the appropriate 10-day notices are given to the County Manager for their review and approvals, along with 48-hour notices prior to beginning construction where residents and businesses are located on the projects right-of-way. No construction will be allowed to take place unless all MOT signage is in place.

**Claims, Change Orders and Payment Procedures:** The **NSI** team will ensure the contractor thoroughly understands the consequences of working outside of the Scope of the contracts and there will be no allowance of “scope creep.” Any possible claims will be worked through with the inspection team and contractor, should they arise. The contractor will have 20 days to submit the claim in writing after the incident. If the claim is approved and it causes a change order, the Project Administrator will work with Mr. Bitterman of the County to complete the change order paperwork and deliver it to the contractor for their approval and signatures. Once the contractor signs the change order, they shall then return the signed paperwork back to Mr. Bitterman for his final approval. Once the contractor has completed all pay items other than thermoplastic paint, since they are installed after a curing period, the contractor will then send the county a letter through the Project Administrator, stating they are substantially complete.

Leading up to the substantial completion, our team will work diligently with the Contractor to provide a Work List for corrective actions that are present and warranted for the project. The Work List will ensure the project close out transition is smooth and Punch List items are kept to a minimum. The County will then complete the Substantially Complete Certificate to establish the date of substantial completion and schedule an on-site meeting with the Contractor, PA, Project Inspector, Mr. Bitterman, and Public Works Director for a final inspection and agreed upon final Punch List completion. The Punch List should be completed prior to the completion date noted in the Notice to Proceed, plus weather and County authorized delays added to the contract. This will relieve the contractor of Liquidated Damages, although retainage will



not be released to the contractor until all work items, punch list items, thermo, etc. are completed and approved by the NSI team and County. This is when the contractor shall send the final invoice, along with Subcontractor Releases, for the County to pay all retainage and outstanding amounts due to the contractor. At this point the Certificate of Completion will be completed, and the final invoice will be paid; and the date on this certificate will be the date of final payment and establish the subsequent warranty period date.

**Weather Delays and Documentation:** The NSI Inspection team will complete Daily Work Reports at the conclusion of each workday, including days the Contractor is unable to work due to inclement weather, and recovery days due to previous inclement weather. These days will be documented on a spreadsheet and turned into the County's Project Manager on a weekly basis. All days will be reviewed by the Contractor, CEI Inspector, CEI Project Administrator and County PM to ensure the accuracy of the delays, which could have a possible impact to the completion time of the contract. If the contract needs to be extended due to "weather and recovery days," Mr. Scott Bitterman will initiate a change order with the assistance of NSI's Craig Wyatt and John Reynolds and send it to the construction contractor for their signature. Once all signatures are secured, the contract's completion date will be extended to the date agreed upon in the Change Order.

**Procore** is the system the NSI team will use to complete our Daily Work Reports, Monitoring Reports, Weather Reports, etc. This system has a built-in feature that monitors and tracks the weather at the job site every day the contract is active. This method will help document and ensure the accuracy of weather and recovery days, which often result in time extensions for the contract. The County PM will have a login to Procore for immediate 24/7 access.

**Approach to CEI Quality Control:** NSI places a high priority on quality. We will submit our QA/QC plan and QAR procedures within 30 days of the NTP, and before work begins. QARs are performed by **Chris Sellers, PE, David Freni, PE and Graham Legate, PE** to identify and assess both strong and weak areas of our team's operations. Our QA/QC team will diligently focus on timely reviews and accuracy of all documentation of issues, administration of contract changes, e-Construction, and issue resolution. **Subconsultants will adopt Neel-Schaffer's QA/QC plan.**



The ability to deliver consistent quality-based services and products is the essence of Neel-Schaffer's quality assurance/quality control (QA/QC) process. While each project is unique, the QA/QC program we employ is flexible by design to allow each project team to customize a QA/QC plan to the type, nature, complexity, budget and scheduling requirements of the project.

Our QA/QC team will diligently focus on timely reviews and accuracy of all documentation of issues, administration of contract changes, e-Construction, and issue resolution. NSI understands the importance of the Quality Assurance roles within our CEI contracts and this oversight from our QA/QC team will help ensure the County can be confident in Neel-Schaffer.

Prior to beginning the project, the Project Manager will prepare a Project Management Plan that defines objectives, project staffing and administration procedures, QA/QC procedures, communication protocol, document control procedures, deliverables review and distribution procedures, and scheduling and reporting requirements. Status reports will be prepared and submitted for each task at the monthly progress meetings to assist client staff in the monitoring of all project activities. The status reports will present the completed month's activities, upcoming month's work effort, and specific issues that require additional attention or action. Neel-Schaffer's Project Manager is responsible for the client in maintaining project schedule and addressing any issues to avoid delays. They also maintain task managers' work progress to assure all project work products are prosecuted and completed in a timely and cost-effective fashion.



Our team welcomes the County PMs to the audit kick off and close out meetings. In addition, during the audit, if possible, the auditor will meet with the FDOT PM to discuss any concerns about the performance of our CEI team. Between and in addition to our quality audits, the **NSI** Project Manager will utilize the County's QA/QC program (guide lists) for measuring Quality Control on the project if needed. Discrepancies will be noted on the appropriate forms and corrective action will take place in accordance with FDOT procedures.

**Final Estimate (FE):** Our goal is to provide an error free Final Estimate package with all agreements and documentation completed in advance of the 30-day requirement. This effort includes final estimate audits to be conducted at 30%, 60%, 90% and 100% of the project progress with the results presented with corrective actions provided for any known deficiencies.

**Citizen Inquiries and Progress Notifications:** The **NSI** team will manage all citizen inquiries, concerns and complaints with diligence and personal touch. Our team understands that construction in their area can affect their daily schedules and questions may arise. Our close communication with ABC Group, County PM, and the County PIO will assist locals with an understanding of the timing of construction in their area. Our team will ensure all businesses and residents maintain access to their property at all times. In the event that a citizen requires a return phone call for an issue or complaint, Mr. Wyatt or Mr. Reynolds will personally return each question or complaint and work diligently to get to a place of understanding and resolution.

**Tracking Shop Drawings and Submittals:** Craig Wyatt, PE will track all shop drawings and submittals and delegate responsibility of the reviews appropriately according to what the submittal/drawing is in reference to. He understands the importance of tracking, reviewing and approving construction shop drawings and submittals in a timely manner. He will maintain an open line of communication with the Contractor, Engineer of Record, Okaloosa County Project Manager and any Okaloosa County representatives that need to be involved in the approval process. In order to maintain progress on the project through the review process, our team asks that the Construction Contractor submit any shop drawings that will result in project changes at least 14 days in advance of anticipated need to order materials or begin the referenced construction. This is in lieu of the 45-day review period noted in Standard Specifications 5-1.4.6.1. It will be a top priority of our team when the situation occurs, and it will be our goal to have a 24–48-hour turnaround timeframe for the reviews. He will also maintain close communication with the Contractor regarding their monthly invoicing, to strive for a zero-error process, and ensure that all subcontractor releases have been submitted for any work completed since the previous invoice. We would like the contractor to submit their monthly invoices on or before the 10<sup>th</sup> of each month for their review and approval.

**Concerns and Recommendations:** **Challenge:** Maintaining pedestrian traffic during sidewalk widening in Fort Walton Beach. **Resolution:** **NSI** staff would ensure the contractor complied with Note #8 of the General notes that states, "THE CONTRACTOR SHALL NOT EXCAVATE ANY AREA LARGER THAN HE CAN BACKFILL OR RECONSTRUCT BY THE END OF THE SAME WORK PERIOD." We would also encourage the contractor to utilize the provided channelizing devices such as LCD's, detour, or closure components to ensure pedestrian traffic did not enter an active work area.

**Challenge:** Turnout construction at Sta 77+86 RT due to beach access and local businesses that utilize that road. **Resolution:** **NSI** would ensure the contractor communicates with business owners and the traveling public as to construction activities and schedule, and possible detours utilizing unnamed side road at Sta 73+00 RT to enter and exit the parking lots and beach access area.

**Challenge:** Closed flume inlet construction process and rebar splicing. **Resolution:** Our team will ensure the contractor understands the importance of constructing and casting the flume in one pour or use the permitted construction joints of section CC sheet 3 of 5 of the standard index 425-061 to ensure the 11" lap splice minimum is achieved on the vertical bars.



**Challenge:** Shared use path stabilized subgrade construction may encounter issues, due to cuts vs fills mixing with native soils, which often result in failing LBR's and high organic content. **Resolution 1:** The **NSI** team will ensure all mixing in place for the stabilized subgrade, if the contractor chooses to utilize the on-site cut material from the project, does not include any unsuitable materials. If any materials are suspected to be unsuitable prior to mixing, then an independent verification sample will be obtained by the **NSI** team and delivered for additional testing to ensure compliance with FDOT standards and specifications 160. **Resolution 2:** Far in advance of this work commencing, our team would consult with the EOR, County and Contractor with a suggestion to use Lime rock in lieu of mixing in place. By doing so, the contractor can avoid the possibility of failing LBR's or encountering organic content in the mixed material, thus saving contract time in the practice.



**Challenge:** Construction of the Gravity Wall in areas where unsuitable materials are anticipated. **Resolution:** Our team has extensive experience with gravity wall construction and understands the importance of testing the materials which are to support the wall and foundation far in advance of construction activities. We will identify areas which are a concern and ensure samples are taken and tested far prior to construction activities for the gravity wall. Depending on the results of the tests, our team will consult with the contractor if the need for over excavation is present and required, along with the need for import suitable materials.

**Challenge:** Backfill compaction operations throughout the Gravity Wall. Per standard specification, equipment with a weight over 1,000 pounds is not allowed closer than 15 feet of the face of the gravity wall. **Resolution:** This means the contractor will be required to use more labor and finesse in order to properly compact the backfill. Through the experience of our team, we understand how to communicate the importance of these operations to the contractor, to ensure the wall is properly constructed and backfilled for optimal performance.

**Challenge:** Wildlife protection. **Resolution 1:** Threatened and endangered species as listed by the Florida Fish and Wildlife Conservation Commission, or the U.S. Fish and Wildlife Service shall be protected in accordance with state and federal regulations. The Contractor shall submit documentation of their coordination with these agencies when such species are known to exist on a property for which a development order exists for a mine or borrow pit, as well as construction through cut/fill areas to construct the shared use path. **Resolution 2:** In order to protect Sea Turtles, there shall be no night work permitted on this project. Night work would result in the need to add lighting to complete construction, which would either impact traffic or the coastal dunes.

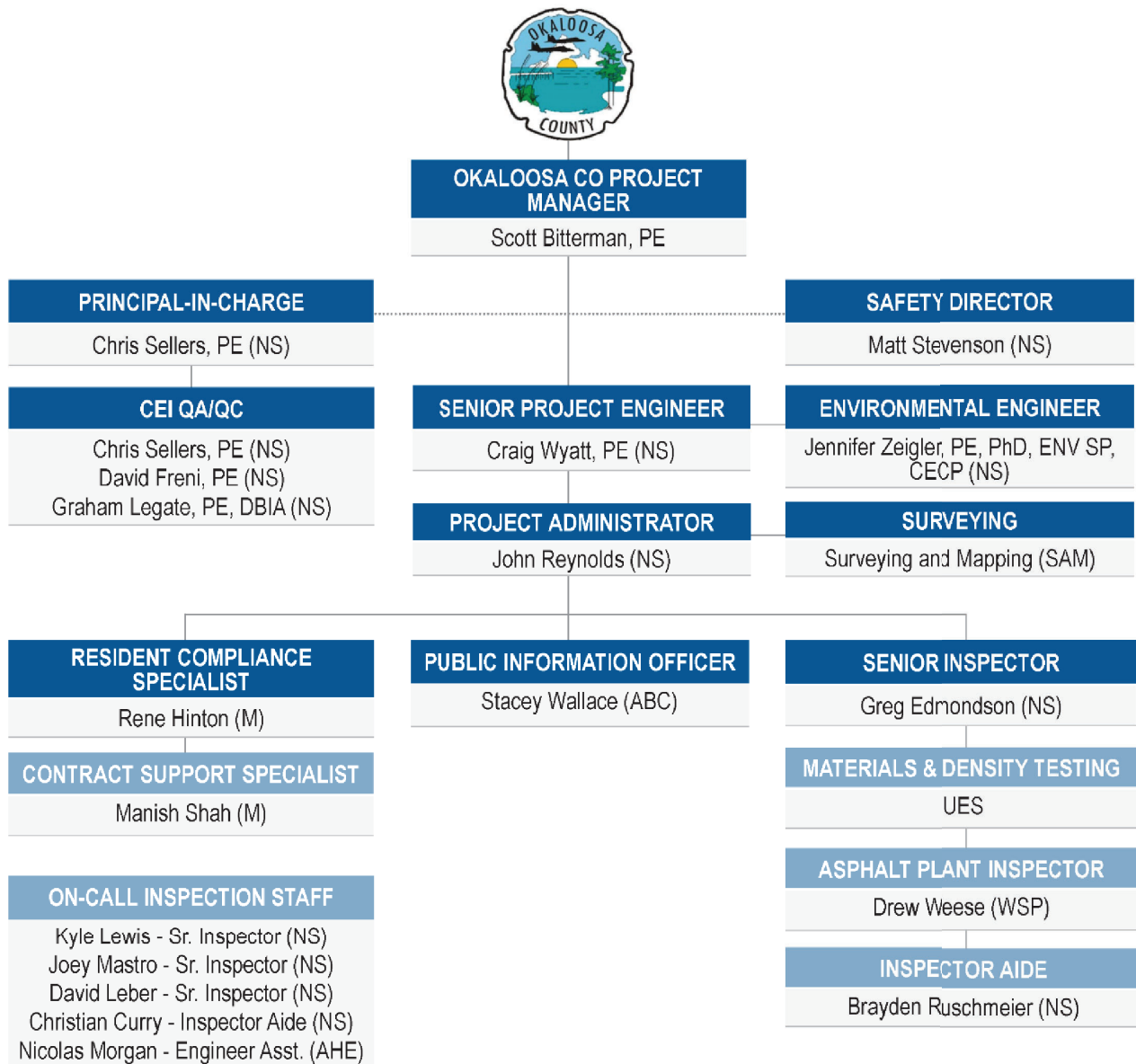
**Challenge:** According to Okaloosa County code of ordinance 6.10.07.A.3, the contractor will be required to maintain a 150-foot buffer zone of existing vegetation landward from the upland edge of the Choctawhatchee Bay. **Resolution:** The **NSI** team will ensure the contractor is intently aware of this ordinance and maintains no construction activities that have direct confluence to any wetlands or tributaries.

**Conclusion:** We sincerely appreciate the opportunity to present our understanding of this project, identification of potential issues, discussion of our approach toward construction contract administration and conflict resolution and share our experience on similar projects. Selection of the **NSI** Team will provide Okaloosa County with a proven and experienced team that will successfully deliver a durable resurfacing project. It will also provide valuable experience for qualified personnel new to the County, which will benefit you in the future. Neel-Schaffer appreciates your favorable review, and we look forward to working with you soon on this important project.



## 4 | Organization & Staffing

### Organizational Chart



TEAM MEMBERS	
NS	Neel-Schaffer, Inc.
WSP	WSP
M	Mehta Engineering*
ABC	ABC Group*
AHE	Alday-Howell Engineering
UES	Universal Engineering Sciences
SAM	Survey and Mapping

\*Certified DBE firm



#### **POINT OF CONTACT**

Craig Wyatt, PE (NS)  
 Senior Project Engineer  
 craig.wyatt@neel-schaffer.com  
 Mobile: 270.601.3831



## CRAIG WYATT, PE | SENIOR PROJECT ENGINEER



**Registrations:** Professional Engineer: Florida 92035

**Education:** Bachelor of Science, Civil Engineering (Transportation), University of Kentucky, 2005

### **Professional History:**

Mr. Wyatt joined Neel-Schaffer in 2019 and has more than 18 years of experience in transportation

engineering and inspection of state DOT construction projects. His areas of expertise include construction management and inspection, concrete and asphalt pavement design, roadway design, paving operations, and project management. He worked as a Maintenance Engineer and Construction Resident Engineer for the Kentucky Transportation Cabinet from 2006 to 2018. Craig has also worked as a Construction Superintendent for Rogers Group Paving Company from 2018 to 2019.

### **Certifications/Training:**

- FDOT CEI Project Administrator
- FDOT CEI QC Manager
- FDEP Stormwater, Erosion, and Sedimentation Control Inspector
- FDOT CEI Asphalt Paving Technician – I & II
- FDOT CEI Earthwork Construction Inspection – I & II
- FDOT CEI Final Estimates – I & II
- FDOT MOT Advanced Certification
- ACI Level I
- FDOT Concrete Field Inspector Level I
- IMSA Signal Technician Level I
- IMSA Signal Inspector Level I
- FDOT Pile Driving Course
- FDOT Drilled Shaft Inspection Course
- OSHA 10-hour Safety Certification

### **Related Experience**

**SR 285 Improvements, FDOT District 3, Okaloosa County, FL:** Lead Constructability Engineer for this FDOT District 3 project that involved 9.1 miles of 3R design along this two-lane minor rural arterial roadway through Eglin AFB in Okaloosa County from the SR 293 Midbay Connector Interchange to the Walton County Line. The

project included pavement corrections, utility coordination, and a new turn lane at Eglin's C-3 Road intersection.

**LAP Bridge Replacement Project, Dawson Road; Escambia County, FL:** Performed as Project Manager for this project, which consists of the replacement of the Dawson Road over Pritchett Mill Creek Bridge, existing Bridge Number 484046. The 76'-0" long x 36'-8" wide replacement bridge will carry two lanes of traffic. A three-span continuous flat slab concrete structure. Associated roadway improvements include approach roadway replacement, curb and gutter, guardrail improvements, and ditch grading. The project required utility coordination, working near existing utilities and the relocation of a 3-inch water line and providing conduit for a 3/4-inch gas main to be relocated by others. Performed work under a General Permit from the Florida Department of Environmental Protection (FDEP) and Nationwide Permit (NWP) from the Army Corps of Engineers.

**CR 389 Resurfacing & Widening; Bay County, Florida:** Performed as Project Manager for the widening and resurfacing of County Road 389 in Lynn Haven. This project consists of approximately 1,100 feet of road widening, 19,500 SY of 3" asphalt milling, 18,000 SY of 1.5" asphalt milling, 1,600 tons of Structural Course asphalt, 3,200 tons of fiber reinforced FC-9.5 asphalt Friction Course, as well as sidewalk installations per ADA standards, pipe liner, closed flume inlets, traffic loops, performance turf, and all appropriate pavement markings and thermoplastic painting required to meet FDOT standards.

**SR 75 (US 231) CEI Resurfacing, Bay County, Florida:** Performed as Senior Project Engineer consists of milling and resurfacing with type SP & FC asphalt. Task items include turn lane widening, median openings and side street milling and resurfacing, drainage improvements, regrading ditches, shoulder sod treatment Type I, miscellaneous asphalt, guardrail with TL-3 anchorages and type II, fencing, Smart Work Zone equipment to supplement the temporary control plans, signal installation with concrete strain poles, underground conduit and pull-boxes, vehicle loop installation, controller cabinet replacement, signage, and reflective pavement markings and thermoplastic striping.



## JOHN REYNOLDS | PROJECT ADMINISTRATOR



**Education:** Lakota High School, West Chester, Ohio; Noncommissioned Officer Course, Primary Leadership Development Course

### **Professional History:**

John Reynolds is an experienced CEI professional with 27 years of experience. His background

includes both public and private sector projects including numerous Florida Department of Transportation (FDOT) assignments such as multiple stints providing inspection, senior inspection and Project Administrator services for SR 77. Also, worked as an Estimator/ Project Manager for a Roadway Contractor.

### **Certifications/Training:**

#### **CTQP Certifications**

- Asphalt Paving 1 & 2
- Earthwork 1 & 2
- FDOT Concrete Field Inspector Specification
- Drilled Shaft Inspections
- Pile Driving Inspection
- Final Estimates 1 & 2
- QC Manager

### **Additional Training/Capabilities**

- Contract Plan Reading & Construction Math
- Subgrade and Base Inspection - Utility Relocation, Clearing, Grubbing, and Miscellaneous Concrete Structures Inspection
- Asphaltic Concrete Plant Inspection
- Asphaltic Concrete Paving Inspection
- Asphaltic Concrete Testing
- Pipe Placement Inspection
- Hazmat Refresher
- Portland Cement Concrete Testing Placement and Control Structures Inspection, Parts 1, 2, 3
- FDOT Project Engineer's Course
- FDOT Engineering Tech School Multiline Earthwork

### **Related Experience**

**LAP Bridge Replacement Project, Dawson Road; Escambia County, FL:** Performed as Project Administrator for this project, which consists of the replacement of the Dawson Road over Pritchett Mill Creek Bridge, existing Bridge Number 484046. The 76'-0" long x 36'-8" wide replacement bridge will carry two lanes of traffic. A three-span continuous flat slab concrete structure. Associated roadway improvements include approach roadway replacement, curb and gutter, guardrail improvements, and ditch grading. The project required utility coordination, working near existing utilities and the relocation of a 3-inch water line and providing conduit for a 3/4-inch gas main to be relocated by others. Performed work under a General Permit from the Florida Department of Environmental Protection (FDEP) and Nationwide Permit (NWP) from the Army Corps of Engineers.

### **SR 75 (US 231) CEI Resurfacing, Bay County, Florida:**

Performed as Senior Project Engineer consists of milling and resurfacing with type SP & FC asphalt. Task items include turn lane widening, median openings and side street milling and resurfacing, drainage improvements, regrading ditches, shoulder sod treatment Type I, miscellaneous asphalt, guardrail with TL-3 anchorages and type II, fencing, Smart Work Zone equipment to supplement the temporary control plans, signal installation with concrete strain poles, underground conduit and pull-boxes, vehicle loop installation, controller cabinet replacement, signage, and reflective pavement markings and thermoplastic striping.

**FDOT District 3, SR77 Design-Build, Multi-lane Resurfacing Project, Senior Inspector / Acting Project Administrator.** John was responsible for the Engineering technicians to ensure that the project was built to plans, specifications, and other contract documents.

**FDOT District 3, SR8 (I-10) Resurfacing from East of SR77 to the Jackson County line Project, Project Administrator.** John was responsible for the Engineering technicians and Contract Support Specialists to ensure that the project was built to plans, specifications, and other contract documents.



## GREG EDMONDSON | PROJECT SENIOR INSPECTOR



**Education:** FDOT Project Engineer School

### **Professional History:**

Mr. Edmondson recently joined Neel-Schaffer and has more than 22 years of experience in construction engineering and inspection of FDOT projects. Much of his work effort has been in the western part of District 3.

As a Senior Roadway Inspector, he has performed inspection and and/or testing of the following: earthworks, asphalt paving, drill shafts, concrete pipe, ditch inlets structures, box culverts, multiple types of base, structural concrete, re- enforced concrete barrier wall, bridge construction, curb & gutter, guardrail, overhead signs, multi-post signs, break-away signs, traffic signals with drilled shafts, pre-stressed concrete pole foundations, thermoplastic striping, seeding, sod, geo textile fabric, erosion control devices, jack and bore, directional bore, utility coordination, stormwater protection plan and Maintenance of Traffic (MOT) compliance.

### **Certifications/Training:**

- ACI Concrete Field Testing Tech
- Concrete Field Tech Level 1
- Asphalt Paving Tech Level 1 & 2
- Earthwork Level 1 & 2
- Drilled Shaft Inspector
- Final Estimates Level 1 & 2
- Intermediate MOT
- Nuclear Safety Certification
- FDEP Stormwater Erosion & Sedimentation Control Inspector
- FDOT Critical Structures Construction Issues
- FDOT MSE Wall Inspector
- IMSA Traffic Signal Inspector Level 1

### **Related Experience**

**SR 8 (I-10) from East of SR 87 to Okaloosa County Line • T3564; 432736-1-52-01** – Senior Roadway Inspector on project with a contract amount of \$8.99 million, 260-day duration project, to mill and resurface SR 8 (I-10) travel

lanes, shoulders, and on/off ramps. Overbuild is included in the project for cross slope correction on SR 8 (I-10). In addition, this project includes guardrail upgrades, striping, and drainage.

**SR 8 (I-10) from East of Santa Rosa County Line to East of CR 189 in Okaloosa County • T3552; 432737-1-52-01** – Senior Roadway Inspector on project with a contract amount of \$3.67 million, 125-day duration project, to mill and resurface SR 8 (I-10) travel lanes, shoulders, and on/off ramps. Overbuild included in the project for cross slope correction on SR 8 (I-10). Additionally, this project includes guardrail upgrades, striping, drainage, rumble strip reconstruction, and wildlife fence replacement.

**SR 85 (Eglin Parkway) from SR 30 to Richbourg Ave. in Okaloosa County • T3333; 419313-1-52-01** – Senior Inspector on this 4-phase, \$7 million-dollar contract that included reconstruction of the entire drainage system under a 7-lane roadway that is the primary link between Ft. Walton and Eglin Air Force Base in Okaloosa County. The project also included bridge joint replacement on two bridges along the 4.1 miles of planned full width milling and resurfacing. Other work included new mast arm signal installation, drilled shaft foundation construction, sidewalk and pedestrian ramp construction at one major intersection. This 525-day duration project included extensive public information outreach activities.

**SR 30 (US 98) from Santa Rosa County Line to Josie Road in Okaloosa County • T3299; 419309-1-52-01** – Senior Inspector on this \$4.9 million, milling and resurfacing project, including drainage structure improvements, guardrail replacement, signal loop replacement, signing and audible pavement markings.

**SR 83 (US 331) from SR 30 to South End of Choctawhatchee Bay Bridge in Walton County • T3155; 220664-1-52-01** – Senior Inspector on this \$10.5 million project, which included replacing the existing two-lane rural roadway with a four-lane divided urban roadway with storm drainage system, bike lanes, curb and gutter, sidewalk, ADA compliant pedestrian ramps, and new traffic and pedestrian signals. Work also included earthwork, subsoil excavation, and construction of two retention ponds complete with landscaping and fencing.



## CHRIS SELLERS, PE | PRINCIPAL IN CHARGE / CEI / QA / QC



**Registrations/Certifications:** Registered Professional Engineer: Florida 76419, 8/2013; Alabama #26346, 6/2004; Georgia; South Carolina

**Education:** B.S. Civil Engineering, Auburn University, 1999

### Professional History

Mr. Sellers has over 20 years of experience in the design and construction of civil, transportation and environmental engineering projects. Mr. Sellers possesses professional design and management experience in the fields of roadway design and wastewater engineering. He has managed multiple DOT roadway design and construction engineering services for numerous projects, as well as for roadway projects for various counties and cities. He has extensive experience as a construction engineer and in managing large and small construction projects.

### Related Experience

**SR 285 Improvements, FDOT District 3, Okaloosa County, FL:** Principal in Charge for this FDOT District 3 project that involved 9.1 miles of 3R design improvements along this two-lane minor rural arterial roadway through Eglin AFB in Okaloosa County from the SR 293 Midbay Connector Interchange to the Walton County Line. The project included pavement corrections, utility coordination, and a new turn lane at Eglin's C-3 Road intersection.

**Manual on Uniform Traffic Control Devices, Statewide Curve Signing and Compliance Assessment, FDOT Central Office:** Quality Control for this project overseeing data collection, sign inventory, curve analysis, and plans production QC for a statewide assessment of compliance with Manual on Uniform Traffic Control Devices 2019 signage requirements for state routes and interstate ramps.

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## GRAHAM LEGATE, PE\*, DBIA | CEI / QA / QC



**Registrations/Certifications:** Registered Professional Engineer: MS 20756\*; Design Build Institute of America

**Education:** B.S. Civil Engineering, University of Mississippi, 2007

### Professional History

Mr. Legate rejoined Neel-Schaffer in 2016. He serves as Neel-Schaffer's Construction Management Practice Leader. Graham has been heavily involved in a variety of transportation projects for the Mississippi Department of Transportation, other DOTs, and municipalities within the firm's nine-state footprint. His extensive experience in construction engineering includes coordinating between design and construction, ensuring compliance with contract documents, and overseeing quantity testing and documentation. Additionally, Graham has extensive knowledge and training in project scheduling, cost-loading, and claim and time impact analysis with Primavera P6, including

developing and presenting a training course for Primavera P6 Scheduling for many state DOTs

### Related Experience

**TDOT SR 317 (Apison Pike) Improvements CEI, Hamilton County, TN:** Construction Schedule Reviewer.

**State Route 76 Roadway Design, Itawamba County, MS:** Project Engineer.

**SR 9 Relocation for North American Coal, Choctaw County, MS:** Project Eng for a statewide assessment of compliance with Manual on Uniform Traffic Control Devices 2019 signage requirements for state routes and interstate ramps.

**I-55 Widening, Northbound Lanes, Hinds County MS:** Project Manager.

**I-40 Shell Lake and Blackfish Lake Structures and Approaches, St. Francis, AR:** Project Engineer.



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## MANASH SHAH | CONTRACT SUPPORT SPECIALIT

**Certifications/Training:** CTQP Earthwork Level I & II; CTQP Final Estimates Level I & II; CTQP Asphalt Paving Level I & II; CTQP Concrete Field Level I; CTQP Pile Driving Inspection; CTQP Drilled Shaft; ACI Concrete Field Tech. Level I; MOT Intermediate & Advanced; IMSA Traffic Signal Inspector Level I; Critical Structures Self-Study; MSE Wall; Auger Cast Pile; HAZMAT Nuclear Radiation Safety; Stormwater, Erosion, & Sedimentation

**Education:** M.S. in Civil Engineering, S.P. University, Gujarat, India; B.S. in Civil Engineering, Gujarat University, Gujarat, India

### Professional History

Manish offers over 26 years of experience in construction inspection. His responsibilities as a Senior Inspector include surveying/grade checking, inspecting roadway and bridge construction, compliance with plans, specifications, and special provisions. Manish is experienced in testing soil density, concrete, asphalt, and other construction materials. Manish is also experienced in assisting in documentation of pay quantities and development of final estimates, writing and inputting inspection reports into Site Manager, weather reports, document test results, and observations. Manish has extensive knowledge in asphalt due to his experience working as a plant and roadway inspector on several milling and resurfacing projects.

### Related Experience

**SR 10 (US 90) from West of SR 281 Avalon Boulevard to East of SR 87 Stewart Street in Santa Rosa County, FDOT District 3; FDOT FIN: 443658, 45591-1-62-01:** Manish serves as the Contract Support Specialist. (11/22 – Present); **Construction Amount:** \$10 Million.

**CEI Group 22-L, Okaloosa County, FDOT District 3 / FDOT FIN: 443659-1-6201; 449866-1-6201:** Manish served as the *Contract Support Specialist and Senior Inspector*. (07/22 – 03/23); **Construction Amount:** \$3.2 Million.

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## RENE HINTON | RESIDENT COMPLIANCE SPECIALIT

**Certifications/Training:** EEO Training, Chipley, FL; EDMS Workshop; Radiation Safety Officer

**Education:** South Natchez Adams High School

### Professional History

René offers over 20 years of administration experience in managing Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), On-the-Job Training (OJT), and certified payrolls.

### Related Experience

**CEI Services of State Road 397 John Sims Parkway over Tom's Bayou (Bridge No.570055) in Okaloosa County, FDOT District 3:** René served as the Resident Compliance Specialist. (10/18 – 12/21); **Construction Costs:** \$8.5M

**CEI Group 22-L, Okaloosa County, FDOT District 3 FDOT FIN: 443659-1-6201; 449866-1-6201:** René serves as the Resident Compliance Specialist. (07/22 – Present); **Construction Amount:** \$3.2 Million

**LAP Continuing Services – Steele Road over Penny Creek Bridge Replacement, Crestview FL, Okaloosa County, FL; FDOT FIN: C16-2347-PW (LAP):** René served as the *Resident Compliance Specialist*. (09/19 – 05/20)

**CEI Group 22-J, Escambia County; FDOT District 3 FDOT FIN: 443658, 43776416201 & G/W 44409916201:** René serves as the Resident Compliance Specialist. (07/22 – Present); **Construction Amount:** \$9 Million

**CEI Services for SR 10 (US 90) over Holmes Creek Bridge No. 610001 in Washington County, FDOT District 3 FDOT FIN: 417672-2-62-01:** René serves as Resident Compliance Specialist. (07/21 – Present); **Contract Amount:** \$1.2 Million



SUMMARY OF STAFF CEI QUALIFICATIONS

Contract Ad: PW 78-23

CEI of Bridge to Bridge Shared Use Path Construction between Brooks Bridge and Marler Bridge

LETTING DATE: TBD



NAME	TIN	FDOT Classification	Asphalt Paving Tech, Level 1	Asphalt Paving Tech, Level 2	Asphalt Plant Tech, Level 1	Asphalt Plant Tech, Level 2	CTPQ Concrete Field Tech, Level 1	CTPQ Concrete Field Inspector, Level 2	Earthwork Construction Inspection, Level 1	Earthwork Construction Inspection, Level 2	Nuclear Gauge Safety	QC Manager	Final Estimates Level 1	Final Estimates Level 2	IMSA Traffic Signal Inspector Level 1	IMSA/FDA Certified Fiber Optic Tech	IMSA Signal Technician Level 1	TTC Intermediate	TTC Advanced	Aggregate Base Testing Technician	Aggregate Base Lab Testing	LBR Technician	FDEP Stormwater Management Inspector	OSHA 10-Hour Safety	Drilled Shaft Inspection	Pile Driving Inspection	SmartPile Embedded Data Collector (EDC) System User	PDA Signatory Advanced in High Strain Dynamic Pile Testing	Augercast Pile Inspector	MSE Wall Inspection	ACI Concrete Level 1	ACI CTCl - Level 2	FDOT Self-Study Course-Critical Structures	FDOT Self-Study Course-ITS Microwave Vehicle Detection System	FDOT Self-Study Course-ITS Closed-Circuit Television	FDOT Self-Study Course-ITS Road Weather Information System	FDOT Self-Study Course-ITS Dynamic Message Signs	FDOT Self-Study Course-ITS Managed Field Ethernet Switch		
Craig Wyatt, PE (Neel-Schaffer)	W30011881	SPE	X	X			X		X	X	X	X	X	X	X	X	X	X					X	X	X	X				X		X								
John Reynolds (Neel-Schaffer)	R54346369	PA	X	X			X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X	X						
Joey Mastro (Neel-Schaffer)	10123481	SRI	X	X			X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X	X							
Kyle Lewis (Neel Schaffer)	L20051086	SRI	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	***	X	X	X	X	X	X	X	X	X	
Greg Edmondson (Neel-Schaffer)	E35528452	SRI	X	X			X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X	X	
Brayden Ruschmeier (Neel Schaffer)	L20051086	IA	X				***		X				***		***				***				X	X						***		***	***	***	***	***	***	***	***	***
Christian Curry (Neel-Schaffer)	C60011000	IA	X	X									X																											
David Leber (Neel-Schaffer)	L16017557	SRI	X	X			X		X	X	X	X	X						X				X																	
Rene Hinton (Mehta)		RCS											X	X					X				X																	
Manish Shah (Mehta)	S000548691480	CSS	X	X	X	X	X		X	X	X	X	X	X	X			X	X				X	X	X	X		X	X	X		X								
Drew Weese (WSP)	W20014193	API	X	X	X	X	X	X	X	X	X	X	X						X				X								X									
Nicholas Morgan (AHE)		EA																																						

\*\*\*Scheduled to take or waiting for test results

## 5 | Availability of Workload and Willingness to Meet Time Requirements

### Ability to Respond in a Timely Manner

By selecting Neel-Schaffer to administer the Bridge-to-Bridge Multi-Use Path CEI project, Okaloosa County can rest assured it is selecting a team with the ability, knowledge, experience and understanding to respond to any and all issues that may arise during construction, in a prompt and concise manner. Our team is comprised of local talent with a wealth of construction background and knowledge. Additionally, our corporate support structure and our **strategic teaming** strategies create the ability to rapidly respond, comprehend, communicate with experts, adapt, and resolve any issue that may be encountered throughout the life of the project. Having a senior inspector with a proven record and 22 years of similar experience on site anytime construction activities have commenced, our team will readily adapt to any possible unforeseen circumstance the contractor may chance upon. **Our team was specifically selected for THIS PROJECT.** Mr. Edmondson was hired specifically with this project in mind and is 100% available when the contract is awarded to the contractor and NTP received. The rest of the team has at least 50% availability, readily available and eager to administer this important contract. Below is a staff availability chart, highlighting the **NSI** team's key member availability for the project:

NAME	ROLE	AVAILABILITY
Craig Wyatt, PE - (NSI)	Senior Project Engineer	75%
John Reynolds - (NSI)	Project Administrator	75%
Greg Edmonson - (NSI)	Senior Inspector	100%
Randall Beal - (UES)	Materials & Density Testing	When Needed
Brayden Ruschmeier - (NSI)	Inspector Aide	100%
Drew Weese - (WSP)	Asphalt Plant Inspector	When Needed
Rene Hinton - (Mehta)	Resident Compliance Specialist	50%
Manish Shah - (Mehta)	Contract Support Specialist	75%
Stacey Wallace - (ABC)	Public Information Officer	When Needed
Jennifer Zeigler, PE - (NSI)	Environmental Engineer	When Needed
Matt Stevenson - (NSI)	Safety Director	When Needed

### Manage Project within Specified Project Timeline and Budget

**Schedule Management:** Managing schedules and the factors that influence schedules are critical to project success. We know how important it is to you and your leadership that projects are completed on schedule and within the budget year they are programmed. The most successful method of adhering to a project schedule is to start with a **realistic project schedule** developed by an experienced Project Administrator who can anticipate potential problems and can **communicate** with the client throughout the project to quickly address issues that might impact project schedules. Once the schedule is approved, the Project Administrator will communicate with the County regarding the progress of the project at every juncture to seek input throughout the project that is critical to keeping things moving.

Another key element to meeting the project schedule is having the **experience** to anticipate and adjust to changing conditions that can negatively affect the scope of work. Our experienced Project Administrator will discuss potential schedule issues and project delays that can occur with the project team and the County at the onset of the project so that they can immediately address these issues when they first occur.

Our production model includes cross training for our staff to work within multiple disciplines. In this way, staff can readily be assigned where needed to ensure deadlines will be met. We keep an integrated project schedule for all our projects so we can see all milestones and plan resources accordingly. We track interim milestones such as dates of subconsultant





deliverables and internal QC reviews, so these are monitored and factored into the timeline. Since our team was strategically hired for their particular skill sets, they are used to assisting at a moment's notice to ensure our clients receive the utmost attention and oversight when administering Construction Engineering and Inspection.

Even during the pandemic, we met deadlines and remained productive. Our staff works in the office, field and remotely, but we communicate through Microsoft Teams, ZOOM, and other methods with our employees and clients, so projects stay on track.

**Cost Control:** Neel-Schaffer commits to utilizing best practices to develop project budgets and manage the project to stay within the budget. This includes both our engineering fees as well as the overall budget for construction of the project. We have a good mix of senior and production staff to administer projects efficiently. We include all staff in our internal project meetings to avoid communication delays or issues. At the kickoff meeting with the County, we will share any concerns about the scope and unknowns that may arise. In this way, we can develop a plan in advance, for how we may manage these issues. We'll track all costs using Deltek, Procore, Excel and P6 Primavera software and monitor project expenditures on a weekly basis to ensure costs are in line with the percent complete of scope.

Neel-Schaffer utilizes experienced Senior Discipline staff to review all **Cost Estimates** prepared for submittal to the County. We take pride in developing accurate cost estimates and understand how important it is to meet your project budgets. Neel-Schaffer keeps an extensive database of project bids for cost estimating from municipality bid results across Florida. We supplement and update this information periodically to adjust for the economic impacts to the construction industry. The cost of fuel and materials such as select fill soil, concrete, steel, and asphalt vary frequently due to high demand because of increased residential, commercial, and municipal construction. We will also perform constructability reviews, value engineering, and cost estimates throughout the project. We update the construction cost estimate throughout the project to ensure our design meets the project budget.



### Safety //



Matt Stevenson will be focused on supporting our team and the County to ensure that our approach to all assignments in the field, during construction, are met with a safety-first mentality. He will travel to the Chipley Office, our hub for Okaloosa County projects, and meet with all our staff prior to beginning all CE&I projects. He's also available to the County should any specific safety training be needed to support the County staff or a specific project.

**Safety is a priority at Neel-Schaffer!** We don't just say that - it is a core value of our company culture. This message was delivered last year when Neel-Schaffer hired Matt Stevenson, SMS, CSM-C, as the firm's Director of Safety and Health. Matt (in

photo) has nearly 20 years of experience managing safety and health programs and/or providing safety consulting services for a variety of industries.

"I am passionate about effective risk management and building a culture to reduce loss and increase awareness and efficiencies," said Matt. "My ultimate goal is to develop a culture of elite safety champions through actions, behaviors, and processes."

Matt travels extensively to Neel-Schaffer offices. He conducts a wide variety of training sessions and assists in the preparation of safety plans for offices and for Neel-Schaffer employees who work in the field on construction sites.

All field personnel are required to have OSHA 10-hour training, which provides basic safety training. We also provide project-specific training to improve hazard recognition and risk assessment. Providing skills to field personnel so they recognize potential hazards and recommend mitigation strategies improves overall safety in our work zones. This includes Neel-Schaffer employees, subconsultants, contractor staff, County staff, the motoring public, and anyone else entering our projects.



Potential hazards are common on construction projects and range from lack of rebar protection to traffic control deficiencies. Our inspectors evaluate projects for potential hazards and document any found. A risk assessment is done to evaluate the potential for injury due to the hazard, and recommendations are made for removing the hazard or limiting risk of exposure to the hazard.

We train our inspectors to consider safety in everything they do, not only their own personal safety, but the safety of anyone who may be affected by the work being performed. As previously state, our goal is for everyone involved in the projects and the public to return home safely at the end of each day.

## Drone Services //



Neel-Schaffer equips its employees with the most up-to-date technology possible, which means you will have the resources of three state-of-the-art drones for all of your projects.

Neel-Schaffer's DJI Inspire I and EXO Blackhawk 2 Pro drones will be available for aerial photography (still shots and video) for the duration of your projects. Flown by a UAS-certified pilot, and are available to capture pre-construction, progress-report, and post-construction images and video of all of your projects. Neel-Schaffer also operates a LiDAR-equipped DJI Matrice 600 Pro that will be available to provide real-time 3D LiDAR surveying services for projects.

DJI and EXO drones shoot 4K video and HDR stills, and have 7x zoom. Utilizing a three-axis gimbal with

vibration dampening that ensures smooth steady images. It also GPS tags the photos and videos. It has dual controller capability, which means the pilot can control the drone and the camera, or you can have separate operators for the camera and the drone. Both controllers receive live video feeds from the drone, and we can set up large TV-type displays for multiple people to view live feeds during flights. Instead of waiting a week or two for an available aircraft, we can have the drone in the air upon demand, providing instant access to photos and videos for emergency issue resolution. Neel-Schaffer has 11 UAS-certified pilots on staff, and our team is committed to maintaining a knowledge of and compliance with all state and federal regulations regarding the use of drones.

Neel-Schaffer was contracted by the Mississippi Department of Transportation to provide aerial photography and videography of a wide variety of projects with the use of a drone piloted by a certified and licensed drone pilot. 10 Task orders were completed under this contract.



Professional Licenses / Certifications / FDOT Prequalification Letters

Neel-Schaffer, Inc.

## State of Florida Department of State



I certify from the records of this office that NEEL-SCHAFFER, INC. is a Mississippi corporation authorized to transact business in the State of Florida, qualified on January 21, 2000.

The document number of this corporation is F00000000462.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 10, 2023, and that its status is active.

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

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of March, 2023*


Secretary of State

Tracking Number: 8741106988CU

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

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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Please see our [glossary of terms](#) for an explanation of the license status shown in these search results. For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Engineering Business Registry	NEEL-SCHAFFER, INC.	Primary	8556 Registry	Current


\* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

[Back](#) [New Search](#)

Ron DeSantis, Governor Melanie S. Griffin, Secretary 


**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**


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

**WYATT, CRAIG THOMAS**  
30 MONTCLAIR AVENUE  
SANTA ROSA BEACH, FL 32459

**LICENSE NUMBER: PE92035**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor Melanie S. Griffin, Secretary 


**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**


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

**FRENI, DAVID ALLEN**  
3242 APPLETON DRIVE  
TALLAHASSEE, FL 32311

**LICENSE NUMBER: PE31367**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor Melanie S. Griffin, Secretary 


**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

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

**SELLERS, CHRISTOPHER TODD**  
1005 CAMP FORREST CIRCLE  
HELENA, AL 35080

**LICENSE NUMBER: PE76419**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

June 7, 2023

Steve Cockerham, Vice President  
NEEL-SCHAFFER, INC.  
2301 Lucien Way, Suite 300  
Maitland, Florida 32751

Dear Mr. Cockerham:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
  - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.3 - Complex Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation
  - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
  - 6.3.4 - Intelligent Transportation Systems Software Development



- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 13 - Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
  - 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

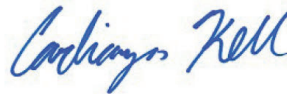
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
168.32%	120.73%	0.237%	Reimbursed	No	6.70%	5.35%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator



## State of Florida Department of State

I certify from the records of this office that MEHTA AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on December 8, 1986.

The document number of this corporation is J45997.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 24, 2023, and that its status is active.

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

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



*[Signature]*  
Secretary of State

Tracking Number: 2471176736CC

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

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

4/5/2021

License Menu (login.licenseMenu)



Department of Business  
& Professional Regulation



**DBPR ONLINE SERVICES**

[Main Menu](#) | [Update Profile](#) | [Logoff](#) | [Contact Us](#)

**Registry #4620** Logged in as **Mehta, Vipin C**

**License Menu**

Select the function you wish to perform.  
Press "Back" to return to the main menu.

License Issued To:	<b>MEHTA AND ASSOCIATES, INC.</b>
License Status:	<b>Current</b>
Originally Licensed On:	<b>02/02/1987</b> (mm/dd/yyyy)
Expires On:	
Modifiers:	<b>Corporation</b> <b>02/02/1987</b> (mm/dd/yyyy)





## Florida UCP DBE Directory

**Number of Vendors Returned:** 1

**Selection Criteria:**

Vendor : MEHTA AND ASSOCIATES INC

**Vendor Name:** [MEHTA AND ASSOCIATES INC](#)  
**DBE:** CERTIFIED    **MBE:** CERTIFIED    **ACDBE Status:** N    **Statewide Availability:** Y  
**Certification:**    **Certification:**  
**DBA:**    **Former Name:**  
**Business Description:** ENGINEERING SERVICES  
**Mailing Address:** ONE PURLIEU PLACE STE 100  
WINTER PARK FL 32792  
**Contact Name:** VIPIN MEHTA P    **Phone:** (407) 657-6662    **Fax:** (407) 657-9579  
**Email:** [VMEHTA@MEHTAENG.COM](mailto:VMEHTA@MEHTAENG.COM)    **Web Site:**

**Certified NAICS**

541330	Engineering Services
541340	Drafting Services
541370	Surveying and Mapping (except Geophysical) Services
541690	Other Scientific and Technical Consulting Services
541820	Public Relations Agencies
611430	Professional and Management Development Training





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 8, 2023

Vipin Mehta, President  
MEHTA AND ASSOCIATES, INC.  
1 Purlieu Place, Suite 100  
Winter Park, Florida 32792

Dear Mr. Mehta:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI
  - 10.5.1 - Major Bridge CEI - Concrete
  - 10.5.2 - Major Bridge CEI - Steel



Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
185.37%	130.79%	0.417%	Reimbursed	No	4.31%	22.69%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator



# State of Florida Department of State

I certify from the records of this office that WSP USA INC. is a New York corporation authorized to transact business in the State of Florida, qualified on March 5, 1973.

The document number of this corporation is 829626.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 7, 2023, and that its status is active.

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

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



*[Signature]*  
Secretary of State

Tracking Number: 8856253657CU

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



## ONLINE SERVICES

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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

## LICENSEE DETAILS

9:58:14 AM 10/5/2023

### Licensee Information

Name:	WSP USA INC. (Primary Name)
Main Address:	ONE PENN PLAZA ATTN. MEGHAN SOTO NEW YORK New York 10119
License Mailing:	ONE PENN PLAZA ATTN. MEGHAN SOTO 2ND FLOOR NEW YORK NY 10119

### License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	1462
Status:	Current
Licensure Date:	05/10/1977
Expires:	





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

September 21, 2023

Robert Clifford, Vice President  
WSP USA INC.  
5411 SkyCenter Drive, Suite 650  
Tampa, Florida 33607

Dear Mr. Clifford:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
  - 4.2.1 - Major Bridge Design - Concrete
  - 4.2.2 - Major Bridge Design - Steel
  - 4.2.3 - Major Bridge Design - Segmental
  - 4.3.1 - Complex Bridge Design - Concrete
  - 4.3.2 - Complex Bridge Design - Steel
  - 4.4 - Movable Span Bridge Design
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.2 - Movable Bridge Inspection
  - 5.3 - Complex Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation
  - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization



- Group 9 - Soil Exploration, Material Testing and Foundations
  - 9.1 - Soil Exploration
  - 9.4.1 - Standard Foundation Studies
  - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI
  - 10.5.1 - Major Bridge CEI - Concrete
  - 10.5.3 - Major Bridge CEI - Segmental
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
  - 13.3 - Policy Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
  - 13.7 - Transportation Statistics
- Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
140.17%	105.45%	0.300%	Excluded	No	8.63%	7.81%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator



# ABC Communications Group, LLC

## State of Florida Department of State


I certify from the records of this office that ANASTASIA BRENAN COMMUNICATIONS GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 23, 2006.

The document number of this limited liability company is L06000020140.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 16, 2023, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixteenth day of October, 2023*



  
Secretary of State

### Florida UCP DBE Directory

Number of Vendors Returned: 1

**Selection Criteria:**

Vendor : ANASTASIA BRENAN COMMUNICATIONS GROUP LLC (ABC GROUP LLC)

Vendor Name: [ANASTASIA BRENAN COMMUNICATIONS GROUP LLC \(ABC GROUP LLC\)](#)

DBE: CERTIFIED MBE ACDBE Status: N Statewide Availability: Y

Certification: Certification:

DBA: Former Name:

Business Description: PUBLIC RELATIONS, TRAINING SERVICES

Mailing Address: 249 YACHT CLUB DRIVE  
NICEVILLE FL 32578

Contact Name: ANASTASIA WALLACE  
Email: [SWALLACE@ABC-COMMUNICATIONS.NET](mailto:SWALLACE@ABC-COMMUNICATIONS.NET)

Phone: (850) 228-2667 Fax:  
Web Site:

**Certified NAICS**

512110	Motion Picture and Video Production
541430	Graphic Design Services
541613	Marketing Consulting Services
541820	Public Relations Agencies



STATEMENT OF QUALIFICATIONS TO PROVIDE

Bridge to Bridge Multi-Use Path Construction and Engineering and Inspection Services | RFQ # PW 78-23

# State of Florida Department of State

I certify from the records of this office that ALDAY-HOWELL ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on April 8, 2005.

The document number of this corporation is P05000053205.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 18, 2023, and that its status is active.

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

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirty-first day of August, 2023*



*[Signature]*  
Secretary of State

Tracking Number: 0134195418CU

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<https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication>



## ONLINE SERVICES

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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

## LICENSEE DETAILS

9:24:35 AM 10/15/2023

### Licensee Information

Name:	ALDAY-HOWELL ENGINEERING, INC. (Primary Name)
Main Address:	3017 HWY 71 NORTH MARIANNA Florida 32446
County:	JACKSON

### License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	26105
Status:	Current
Licensure Date:	08/30/2004
Expires:	







Florida Department of Transportation

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

April 26, 2023

Travis Howell, Vice President  
ALDAY-HOWELL ENGINEERING, INC.  
3017 Highway 71 North  
Marianna, Florida 32446

Dear Mr. Howell:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 13 - Planning
  - 13.6 - Land Planning/Engineering
  - 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
110.91%	108.57%	0.554%	Reimbursed	No	0.79%	0.00%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.



Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator



# Universal Engineering Sciences, Inc.

## State of Florida Department of State


I certify from the records of this office that UNIVERSAL ENGINEERING SCIENCES, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 6, 2020, effective April 29, 1966.

The document number of this limited liability company is L20000003595.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 23, 2023, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of May, 2023*



  
Secretary of State

Tracking Number: 9265699564CU

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

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

### Licensee Information

Name:	<b>UNIVERSAL ENGINEERING SCIENCES, LLC (Primary Name)</b>
Main Address:	<b>3532 MAGGIE BOULEVARD ORLANDO Florida 328116697</b>
County:	<b>ORANGE</b>

### License Information

License Type:	<b>Engineering Business Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>549</b>
Status:	<b>Current</b>
Licensure Date:	<b>04/27/1983</b>
Expires:	





**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 27, 2023

Brian Meikle, Senior Corporate Support and Research Analyst  
UNIVERSAL ENGINEERING SCIENCES, LLC  
3532 Maggie Boulevard  
Orlando, Florida 32811

Dear Mr. Meikle:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 9 - Soil Exploration, Material Testing and Foundations
  - 9.1 - Soil Exploration
  - 9.2 - Geotechnical Classification Laboratory Testing
  - 9.3 - Highway Materials Testing
  - 9.4.1 - Standard Foundation Studies
  - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
  - 9.5 - Geotechnical Specialty Laboratory Testing
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

**Approved Rates**

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
207.29%	168.19%	1.772%	Reimbursed	No	26.45%	26.45%*	Yes

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**



Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

CBHK/kw



# SAM Survey and Mapping Corporation, LLC

## State of Florida Department of State

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

The document number of this limited liability company is M14000008465.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 2, 2022, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighth day of April, 2022*



*Ronald DeRosa*  
Secretary of State

Tracking Number: 5186345053CU

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

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



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

License No.: **LB7908**

Expiration Date February 28, 2025

### Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

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

A stylized signature of Wilton Simpson in black ink.

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

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



STATEMENT OF QUALIFICATIONS TO PROVIDE

Bridge to Bridge Multi-Use Path Construction and Engineering and Inspection Services | RFQ # PW 78-23



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

License No.: **LS6159**  
Expiration Date February 28, 2025

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

JAMES E MELCHER  
2844 PABLO AVE  
TALLAHASSEE, FL 32308-4211

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

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





**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 13, 2023

Chad Thurner, Office Manager  
SURVEYING AND MAPPING, LLC  
cross reference SAM SURVEYING AND MAPPING, LLC  
2844 Pablo Avenue  
Tallahassee, Florida 32308

Dear Mr. Thurner:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.3 - Photogrammetric Mapping
  - 8.4 - Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
190.26%	1.079%	Reimbursed	No	35.18%

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator





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

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



**RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

---

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

DATE: 10/17/23 SIGNATURE: 

COMPANY: Neel-Schaffer, Inc. NAME: Chris T. Sellers

ADDRESS: 896 Main Street TITLE: Senior Vice President  
Chipley, FL 32428

E-MAIL: chris.sellers@neel-schaffer.com

PHONE #: 205.531.7025

**RESPONSE DOCUMENT #4: CONE OF SILENCE FORM**


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

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

Any information thought to affect the committee or staff recommendation submitted after proposals are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

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

I,  representing Neel-Schaffer, Inc. on this 17th day of October 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

Signature Company Name

**RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS**

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

Neel-Schaffer, Inc.

---

Proposer's Company Name

896 Main Street, Chipley, FL 32428

---

Physical Address

896 Main Street, Chipley, FL 32428

---

Mailing Address

850.600.0024

---

Phone Number

205.531.7025

---

Cellular Number

10/17/23

---

Date



---

Authorized Signature – Manual

Chris T. Sellers

---

Authorized Signature – Type

Senior Vice President

---

Title

N/A

---

FAX Number

205.531.7025

---

After-Hours Number(s)



**RESPONSE DOCUMENT #7: COMPANY DATA**

Respondent's Company Name: Neel-Schaffer, Inc.

Physical Address & Phone #:

896 Main Street

Chipley, FL 32428

850.600.0024

Contact Person (Type-Print): Chris T. Sellers

Phone #: 850.600.0024

Cell #: 205.531.7025

Federal ID or SS #: 64-0671634

DUNNS/SAM #: 14-772-1229 / VSG2MJB3C766

Respondent's License #: 8556

Additional License – Trade and Number  

Fax #: N/A

Emergency #'s After Hours,  
Weekends & Holidays: 205.531.7025

DBE/Minority Number: N/A

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

(a) Definitions. As used in this provision.

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

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

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

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

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

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

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

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

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: Neel-Schaffer, Inc.

Entity Address: 896 Main Street, Chipley FL 32428

Sam.gov Unique Entity Identifier: VSG2MJB3C766

CAGE Code: 0GVE8



**RESPONSE DOCUMENT #9: LIST OF REFERENCES**

1. Owner's Name and Address: Escambia County, Florida

3363 West Park Place, Pensacola, Florida, 32505

China Watson-Ball

Contact Person: Bridge Project Manager Telephone # ( 850 ) 595-1604

\*Email: cwball@myescambia.com

2. Owner's Name and Address: Bay County, Florida

840 West 11th Street, Panama City, FL 32401

Marc MacLean

Contact Person: Engineering Division Supervisor Telephone # ( 850 ) 248-8301

\*Email: mmaclean@baycountyfl.gov

3. Owner's Name and Address: Florida Department of Transportation District 3

3363 SR 390, Panama City, Florida 32405

Linda Melvin

Contact Person: FDOT Project Administrator Telephone # ( 850 ) 767-4927

\*Email: linda.melvin@dot.state.fl.us

4. Owner's Name and Address: Florida Department of Transportation District 3

1723 Sunrise Circle, Ponce de Leon, Florida 32455

Jason Williams

Contact Person: FDOT Project Manager Telephone # ( 850 ) 836-5700

\*Email: jason.williams@dot.state.fl.us

5. Owner's Name and Address: Florida Department of Transportation District 3

3363 SR 390, Panama City, Florida 32405

Billy Robinson

Contract Person: FDOT Project Administrator Telephone # ( 850 ) 703-3805

\*Email: billy.robinson@dot.state.fl.us

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

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

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

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

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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Chris T. Sellers  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

10/17/23  
\_\_\_\_\_  
Date

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

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

1. This sworn statement is submitted for Okaloosa County, FL
2. This sworn statement is submitted by Neel-Schaffer, Inc. whose business address is: 896 Main Street  
Chipley, FL 32428  
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: 64-0671634
3. My name is Chris T. Sellers and my relationship to the entity named above is Senior Vice President
4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:
  - (1) A predecessor or successor of a person convicted of a public entity crime; or
  - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

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: 10/17/23 Signature: *Ch. T. Sell*

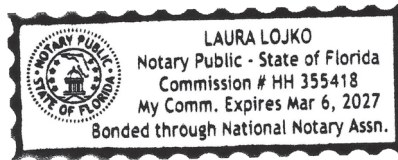
STATE OF: Florida

COUNTY OF: Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 17th day of October, in the year 2023.

My commission expires: March 6, 2027 *Laura Lojko*

Notary Public



\_\_\_\_\_  
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

\_\_\_\_\_  
Type of ID

## **RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION**

### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Chris T. Sellers, Senior Vice President

---

Printed Name and Title of Authorized Representative



---

Signature

10/17/2023


---

Date

**RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS**

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

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

DATE:	<u>10/17/23</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Neel-Schaffer, Inc.</u>	NAME:	<u>Chris T. Sellers</u>
			(Type or Print)
ADDRESS:	<u>896 Main Street</u>	TITLE:	<u>Senior Vice President</u>
	<u>Chipley, FL 32428</u>	E-MAIL:	<u>chris.sellers@neel-schaffer.com</u>
PHONE NO.:	<u>205.531.7025</u>		

## GRANT FUNDED CLAUSES

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

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

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

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

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: 10/17/23 SIGNATURE:   
COMPANY: Neel-Schaffer, Inc. NAME: Chris T. Sellers  
ADDRESS: 896 Main Street TITLE: Senior Vice President  
Chipley, FL 32428  
  
E-MAIL: chris.sellers@neel-schaffer.com  
PHONE NO.: 205.531.7025

## Standard Contract Clauses Exhibit "B"

### **Title VI Clauses for Compliance with Nondiscrimination Requirements Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program

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

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division



## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
  - (2) Has a value of more than \$3,500; and
  - (3) Includes work performed in the United States.



**RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES**

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

**Certificate of Compliance with Buy America Requirements**

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

DATE: 10/17/23

COMPANY: Neel-Schaffer, Inc.

NAME: Chris T. Sellers

TITLE: Senior Vice President

SIGNATURE: 

**Certificate of Non-Compliance with Buy America Requirements**

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

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT**

**ANTI-COLLUSION STATEMENT:** The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not **colluded with any other proposer or parties to proposal whatever.**

**Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from proposal list(s).

Neel-Schaffer, Inc.

\_\_\_\_\_  
Company Name

896 Main Street

\_\_\_\_\_  
Address

Chipley, FL 32428

\_\_\_\_\_  
Address

205.531.7025

\_\_\_\_\_  
Phone #

64-0671634

\_\_\_\_\_  
Federal ID # or SS #



\_\_\_\_\_  
Authorized Signature – Manual

Chris T. Sellers

\_\_\_\_\_  
Authorized Signature – Type

Senior Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax #


Date Submitted: 10/17/23

**RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE:	<u>10/17/23</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Neel-Schaffer, Inc.</u>	NAME:	<u>Chris T, Sellers</u>
ADDRESS:	<u>896 Main Street</u>		<u>(TYPE OR PRINT)</u>
	<u>Chipley, FL 32428</u>	TITLE:	<u>Senior Vice President</u>
PHONE #:	<u>205.531.7025</u>	E-MAIL:	<u>chris.sellers@neel-schaffer.com</u>

# *State of Florida*

## *Department of State*

I certify from the records of this office that NEEL-SCHAFFER, INC. is a Mississippi corporation authorized to transact business in the State of Florida, qualified on January 21, 2000.


The document number of this corporation is F00000000462.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 10, 2023, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifteenth day of March, 2023*



  
Secretary of State

Tracking Number: 8741106988CU

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

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



896 Main Street  
Chipley, FL 32428  
[www.neel-schaffer.com](http://www.neel-schaffer.com)



## Exhibit “C”

### 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.*).



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** February 20, 2024  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jason Autrey  
**SUBJECT:** CEI contract with Neel-Schaffer, Inc. for Bridge to Bridge Multi-Use Path project for \$612,999.75  
**DEPARTMENT:** Public Works  
**BCC DISTRICT:** 2

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**STATEMENT OF ISSUE:** Request approval of the contract with Neel-Schaffer, Inc. for a not-to-exceed total amount of \$612,999.75 for Bridge to Bridge Multi-Use Path Construction Engineering and Inspection (CEI) Services.

**BACKGROUND & ANALYSIS:** The project consists of constructing a 12'-wide multi-use path from the Brooks Bridge to the Marler Bridge along the US98 corridor. Total project length is 4.724 miles. With partial funding for this project coming from FDOT, professional services are required for Construction Engineering & Inspection (CEI) of the project. A Request for Qualifications (RFQ) for CEI for Bridge to Bridge Multi-Use Path project was issued with an opening date of Dec 12, 2023. Purchasing received six (6) responses. After review by Purchasing, the Review Committee, and the Public Works Department, Neel-Schaffer, Inc. was found to have submitted the most responsive and qualified proposal.

Following the qualification based selection the contract presented for consideration and approval in the not-to-exceed amount of \$612,999.75 was negotiated. If approved tasks related to the completion of this project will be issued to Neel-Schaffer in accordance with the terms of the contract. Task orders issued under this contract will not collectively exceed the total contract value.

**Funding Source:**  
Department # 1175  
Account # 563590  
Amount: \$612,999.75

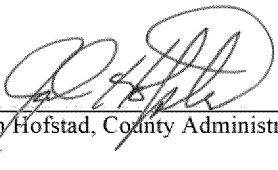
**OPTIONS:** Approve/Disapprove/Postpone

**RECOMMENDATION:** Motion to approve the contract with Neel-Schaffer, Inc. for CEI services related to the Bridge-to-Bridge Multi-Use Path in the cumulative not-to-exceed amount of \$612,999.75.

**RECOMMENDED BY:**

Jason Autrey, Director, Public Works

2/14/2024

  
\_\_\_\_\_  
John Hofstad, County Administrator 2/14/2024

**APPROVED BY:**