

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/22/2023

Contract/Lease Control #: C23-3299-PW

Procurement#: RFQ PW 63-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: RS&H, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/22/2023

Expiration Date: 02/21/2026

Description of: COUNTY RD 2 WIDENING CEI SERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

C23-

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 6322 Tracking Number: 4455-23  
RS-H  
 Procurement/Contractor/Lessee Name: \_\_\_\_\_ Grant Funded: YES \_\_\_ NO 2  
 Purpose: County Rd 2 Improvements  
 Date/Term: upon completion  
 Department #: 3301  
 Account #: 563001 ST000014  
 Amount: \$800,000  
 Department: RW Dept. Monitor Name: awj

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
W. Darr Date: 10-20-22  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

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

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached Date: 10-20-22  
 \_\_\_\_\_  
 Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 10-28-22  
 \_\_\_\_\_  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

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

**IT Review (if applicable)**

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

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Friday, October 28, 2022 9:42 AM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'  
**Subject:** Re: RSH Draft agreement 63-22

This is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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

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**From:** DeRita Mason  
**Sent:** Thursday, October 20, 2022 8:38 AM  
**To:** Lynn Hoshihara  
**Cc:** Lydia Garcia; 'Parsons, Kerry'  
**Subject:** RSH Draft agreement 63-22

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



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

## DeRita Mason

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**From:** Lydia Garcia  
**Sent:** Thursday, October 20, 2022 3:20 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Kerry Parsons  
**Subject:** FW: RSH Draft agreement 63-22  
**Attachments:** RSH.pdf; RSH Draft 102022.docx

The attached RSH Draft Agreement is approved by Risk Management for insurance purposes.



**Kind Regards,**

**Lydia Garcia**  
Public Records Request & Contracts Specialist

**OKALOOSA COUNTY BCC**

**Risk Management**  
**Direct:** 850.689.4111  
**Fax:** 850.689.5973 |  
**Email:** [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://myokaloosa.com/>

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, October 20, 2022 7:38 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>; 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** RSH Draft agreement 63-22

Good morning,  
Please review and approve the attached.  
Thank you,

DeRita Mason



# Board of County Commissioners Purchasing Department

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State of Florida

Date: October 14, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFQ PW 63-22

County Road 2 Widening Construction Engineering & Inspection (CEI) Services

Okaloosa County would like to thank all businesses, which submitted proposals for County Road 2 Widening Construction Engineering & Inspection (CEI) Services. (RFQ PW 63-22)

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:

**RS&H, Inc.**  
**1697 East James Lee Blvd.**  
**Crestview, FL 32539**

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,

  
Jeffrey Hyde  
Purchasing Manager



Unique Entity ID <b>JYQPV9L5B1G8</b>	CAGE / NCAGE <b>5D910</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 1, 2023</b>	
Physical Address <b>10748 Deerwood Park BLVD S Jacksonville, Florida 32256-4842 United States</b>	Mailing Address <b>10748 Deerwood Park Boulevard South Jacksonville, Florida 32256-0597 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>Rs&amp;h, Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 04</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>(blank)</b>

**Registration Dates**

Activation Date <b>Dec 3, 2021</b>	Submission Date <b>Dec 2, 2021</b>	Initial Registration Date <b>Sep 21, 2001</b>
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**Entity Dates**

Entity Start Date <b>Jun 28, 1990</b>	Fiscal Year End Close Date <b>Mar 31</b>
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**Immediate Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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**Highest Level Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

**Active Exclusions Records?**

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Business Types**

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.



Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>5D910</b>
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**Electronic Business**

Richard Hammett, Vice President	10748 Deerwood Park Boulevard South Jacksonville, Florida 32256 United States
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Lisa Thoele	10748 Deerwood Park BLVD South Jacksonville, Florida 32256 United States
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**Government Business**

Richard Hammett, Vice President	10748 Deerwood Park Boulevard South Jacksonville, Florida 32256 United States
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Victoria Mechtly, Business Development	10748 Deerwood Park BLVD S Jacksonville, Florida 32256 United States
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**Past Performance**

Lisa Thoele	10748 Deerwood Park BLVD South Jacksonville, Florida 32256 United States
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Melissa Waefler	248 W Bute ST Suite 101 Norfolk, Virginia 23510 United States
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**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	541320	Landscape Architectural Services
	541350	Building Inspection Services
	541410	Interior Design Services
	541611	Administrative Management And General Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services



This entity does not appear in the disaster response registry.

## AGREEMENT FOR CONSULTANT SERVICES

Between  
The Board of County Commissioners of Okaloosa County  
and  
RS&H, Inc.  
for  
County Road 2 Widening Construction Engineering And Inspection (CEI) Services

This Agreement made on February 21, 2023, 2023 between *Board of County Commissioners of Okaloosa County* [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and *RS&H, Inc.* [CONSULTANT], , whose address is 10748 Deerwood Park Boulevard South, Jacksonville, FL 32256, a Florida Profit Corporation authorized to conduct business in the State of Florida, having its principal office located at 1697 East James Lee Blvd, Crestview, FL 32539.

### RECITALS

**WHEREAS**, COUNTY requires the services of a qualified engineering firm to perform certain professional and technical services for proposed improvements to County Road 2, 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 September 21, 2022 in response to RFQ #PW 63-22.

**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 to RFQ #PW 63-22 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 executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

Professional services required for improvements to County Road 2 on which are generally described as roadway and drainage improvements, landscaping, structural, signage, and pavement markings. The limits of the work are along County Road 2 and connecting streets including County owned or controlled parks, easements and rights of way. The professional services may include, but not be limited to: Professional services are needed for Construction Engineering & Inspection (CEI) Services on the County Road 2 (CR2)



Widening project. The project consists of widening and resurfacing approx. 9.3 miles of CR2 between SR 189 and SR 85, safety upgrades on two bridges and stormwater system improvements; CEI (construction engineering and inspection); and post-design services.

**1.3. Term of AGREEMENT.** This AGREEMENT will become effective upon full execution of this document by both parties, and will continue for three (3) years. Upon mutual written consent of both Parties, the AGREEMENT may be extended until the scope of services is completed and final invoice is paid.

## **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. 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. Contractor Indemnification and Claims.**

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and 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.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors or other persons employed or utilized by CONSULTANT in connection with Services performed under this Agreement.

## **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 upon delivery of said contract 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 the contract. CONSULTANT will submit invoices to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared

in a form approved by the COUNTY and supported by documentation according to COUNTY'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 defined in para. 1.2 of this AGREEMENT will be based on a lump sum amount basis. Rates are not subject to change for the three-year term. Reimbursement for Direct Expenses is also included in Exhibit A. The compensation shall be as follows:

**Total labor:** NTE \$603,843.61

**Total GeoTech:** NTE \$ 19,950.00

**Total NTE:** NTE \$623,793.61

7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Agreement 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 Agreement. 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 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**

- 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 a Waiver of Subrogation 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. CONSULTANT 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.

### **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 property 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**

12.8.1. 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 and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

- 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, withholding 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: William Downey, PE, LEED AP  
Title: Vice President  
Company: RS&H, Inc.  
Address: 1697 East James Lee Blvd  
Crestview, FL 32539  
Telephone: 386-527-5281  
E-Mail: Bill.downey@rsandh.com

13.9.1.3 Courtesy copy to:

RS&H, Inc.  
10748 Deerwood Park Boulevard South  
Jacksonville, FL 32256  
Attention: Legal Department

13.9.1.4 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 63-22.

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 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 represents 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 bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, 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.** The COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for 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**

- 15.7.1. **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 .

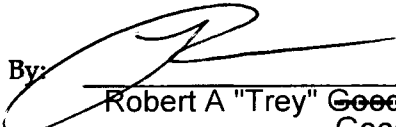
PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2022), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.


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

CONSULTANT

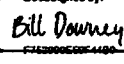
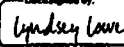
RS&H, Inc.

By:   
Robert A "Trey" Goodman, III  
Goodwin, III  
Title: Chairman

By:   
DocuSigned by:  
48GFEF549008418...  
Title: Vice president

Attested:   
J.D. Peacock II, Clerk



Witness 1:   
DocuSigned by:  
Witness 2:   
DocuSigned by:



\*\*\*\*\* END \*\*\*\*\*

## 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. Total compensation shall not exceed the amount in Section 7.3.
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, bidding 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.
4. Other services rendered by a sub-consultant (Geotechnical Testing), compensation shall not exceed the amount in Section 7.3





1697 East James Lee Blvd  
Crestview, FL 32539

☎ 850-265-4404  
rsandh.com

November 23, 2022

Ms. DeRita Mason  
Okaloosa County Purchasing Department  
5479A Old Bethel Rd.  
Crestview, FL 32536

**SUBJECT     63-22 Rates**

Dear Ms. Mason:

I apologize for the extended delay getting you the requested rates for our staff. Please reference the below table with our project staff billing rates. Attached are the testing laboratory rates as well.

<b>Position</b>	<b>Rate</b>
Senior Project Engineer	\$227.80/HR
Project Administrator	\$143.20/HR
Contract Support Specialist	\$111.82/HR
Assistant Contract Support Specialist	\$70.52/HR
Senior Inspector	\$88.72/HR
Asphalt Plant Inspector	\$62.75/HR

If you have any questions or need any additional information please let me know.

Sincerely,

Jack Elliott, PE  
Senior Project Engineer

Enclosure

Exhibit "B"  
Consultant's Proposal



September 21, 2022

Statement of Qualifications for Okaloosa County

County Road 2 Widening  
Construction Engineering and Inspection (CEI) Services  
RFQ PW 63-22



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# Tab 1 Letter of Interest



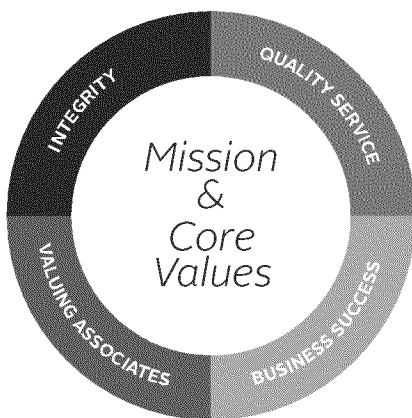
1697 East James Lee Boulevard  
Crestview, FL 32539  
rsandh.com

September 21, 2022

Attention: Jeffrey Hyde  
Purchasing Manager  
Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

**RE: RFQ PW 63-22  
County Road 2 Widening  
Construction Engineering  
and Inspection (CEI) Services**

*We are committed to bringing extraordinary solutions to our clients through the promise of imagination, ingenuity, and innovation.*



Dear Mr. Hyde and Selection Committee Members:

RS&H, Inc. (RS&H) is a fully integrated architecture, engineering, and consulting services firm with the ability to support Okaloosa County with a highly qualified team of construction professionals. RS&H is a national architectural/engineering firm with almost 1,500 associates in more than 60 offices, with its corporate headquarters in Jacksonville, Florida, and a local office in Crestview. RS&H serves numerous state Departments of Transportation, mobility/transportation authorities, turnpike/toll authorities, rail/port authorities, municipal/county governments, and private clients throughout the U.S.

RS&H has been providing design, planning, PD&E, environmental, and CEI services in Florida since 1984. We have completed countless CEI projects for FDOT within the County limits. Our team has been working in the Florida Panhandle for more than three decades and provides the following benefits to Okaloosa County:

- » **Experience:** RS&H team members have worked on more than 200 projects in the Florida Panhandle and understand the challenges of environmental impacts, and the best methods for construction. As longtime residents, we know how vital the roads and bridges are to the community. We have a vested interest in providing the best possible product as this project will impact our daily commutes.
- » **Proximity:** RS&H has an established office in Okaloosa County and is proposing staff that live in Okaloosa County. Our office at 1697 East James Lee Boulevard, Crestview, FL 32539 will serve as the primary office for this project.
- » **Continuity:** Members of this team have experience working together on projects similar in size and scope for over a decade. This team is currently working on projects throughout Okaloosa County and the surrounding counties. **Jack Elliott, PE, our proposed senior project engineer and Tyler Joseph, our proposed project administrator, have been working together since 2017 and have cultivated a partnership that will benefit the County on this project.**



- » **History:** RS&H has provided roadway CEI services in every county of the Florida Panhandle. The experience of our local team is unmatched. This is our work zone as well as our home, and our vested interest inspires us to focus on quality construction and client satisfaction.
- » **Efficiency:** RS&H uses multi-disciplined personnel allowing us to combine multiple positions using our cross-trained CEI staff. RS&H also implements the use of technology to save our clients time and money. We have the technology, ability, and trained staff to use Ground Penetrating Radar, state-of-the-art GPS survey equipment, and UAV (drone) technology to assist in our inspection duties if needed.
- » **Proven Quality Reviews:** Our quality control services are performed by a former FDOT Final Estimates Engineer along with our senior project engineers and project administrators throughout the state. Using our Standard Operating Procedures and a tailored checklist, these provide focused and extensive quality reviews, reports, and quality assurance on each contract.



**1,500**  
associates firmwide



**119**  
years of combined  
team experience



**38**  
years providing  
CEI services in Florida

Jack Elliott, PE, our senior project engineer/project manager has 22 years of experience within the construction industry. He has spent his entire career working in the Florida Panhandle on various types of infrastructure projects. Jack's experience includes roadway reconstruction, widening, bridge rehabilitation and replacement as well as drainage improvements, interstate construction, intersection improvements, sidewalk and safety improvements, signalization, lighting, emergency response, and landscaping.

Subconsultant	Role In This Contract
AE Engineering, Inc. (DBE)	CEI Inspection
Universal Engineering Sciences, LLC	Materials Testing
WSP USA Inc.	Asphalt Plant Inspection

We acknowledge receipt of Addendum 1 dated September 7, 2022.

We are committed to providing the highest possible level of service and responsiveness. Given our experience and proven capabilities, the RS&H team is well-matched, committed, and ready to support you in delivering this project. We look forward to working with Okaloosa County.

Respectfully submitted,  
**RS&H, Inc.**

William Downey, PE, LEED AP  
Vice President  
386-527-5281  
Bill.Downey@rsandh.com

Jack Elliott, PE  
Senior Project Engineer  
850-258-3992  
Jack.Elliott@rsandh.com

# Tab 2 Project Understanding and Approach

## Project Understanding

County Road 2 (CR 2), in northern Okaloosa County, is an important and convenient east-west connection route between two heavily traveled north-south state roads, SR 189 and SR 85. Adjacent lands along the highway are home to farmers and residents, and the highway carries a large volume of log truck traffic traveling between the adjacent timber lands and mills. **The quality and safety of this rural thoroughfare is important to locals who travel the road daily to and from work.**

Additionally, some of the most pristine waters in Northwest Florida split the corridor, Big Horse Creek and the Yellow River, whose winding waters make their way to Escambia Bay via the Blackwater River.

The purpose of this project is to improve the safety conditions of the roadway by widening the existing asphalt roadway by 2 feet with a 5-foot unpaved shoulder on both sides. The project will extend the service life of the 9.3 miles of CR 2 by reclaiming the existing asphalt and base and adding new asphalt, while providing safety improvements to the existing bridge over Yellow River, as well as implementing miscellaneous safety enhancements along the corridor. The pavement design will consist of cold-in-place rehabilitation and resurfacing the existing two 10-foot travel lanes, and adding an additional 2 feet of roadway to each side of CR 2, providing a finish section of two 12-foot-wide travel lanes. Among RS&H, WSP, and AE Engineering, **we have performed CEI services for more than 500 lane miles of resurfacing projects in the Florida Panhandle.** We have enlisted Universal Engineering Sciences to provide materials testing for this project. We understand both the local and industry-wide challenges the CR 2 project presents.



## Method of Approach

To understand the needs of the County, Senior Project Engineer Jack Elliott, PE and Project Administrator Tyler Joseph have carefully reviewed the scope and plans, considered the project intent, and made several site visits. Our goal is to ensure the project is constructed in accordance with the contract documents as efficiently as possible.



### Cold-in-Place Rehabilitation

Senior Project Engineer Jack Elliott worked as an inspector on a cold-in-place rehabilitation construction project for Michigan Department of Transportation on M94 in Marquette County. The project was 8 miles in length and the roadway had the same characteristics as CR 2. M94 is a rural roadway lined by pine forests and agricultural land. Prior to the work, the roadway had suffered major rutting and cracking due to the freeze thaw. Jack performed in field T-180 tests for every density test he took along the project corridor. He worked closely with the contractor for post mixing roadway layout, verifying centerline location, roadway cross slopes, and straightedge testing. **Jack understands the work required to successfully construct a roadway using cold-in-place rehabilitation.** Working as a contractor, Tyler Joseph led his crew on numerous cold-in-place rehabilitation projects across Escambia and Santa Rosa Counties. Acting as project superintendent, he made sure that the mixing operation met the required depths as well as adjusted milling machine speeds to confirm uniformity of the mixed material. Tyler was responsible for layout of the centerline in the original location and or plan location if there were changes required after mixing and compacting. Jack and Tyler bring “boots on the ground” experience to this highly qualified team.

The process of cold-in-place rehabilitation is a low-cost alternative recycling existing roadway material. It is an excellent method for constructing a durable, long-lasting base course. This method of construction eliminates the concern of reflective cracking in the new pavement. The process generally consists of pulverizing the in-place asphalt and mixing it with the existing base. After completion of this step, the mixed material is shaped and compacted in preparation for the asphalt layers. Inspectors will focus on the consistency of the mixed material, mixing depths and densities during this operation. If the uniformity of the mixed material, such as RAP or existing soil characteristics changes or when considerable variability occurs in the field test results, a new proctor will be established and a new test strip will be performed. Upon completion of the shaping, cross slopes and the finished surface will be checked at the specified 100-foot intervals, to make sure they are within tolerance to the designed cross slope and there are no irregularities greater than a half-inch. Proper compaction and finishing of the base course are key to obtaining a durable and smooth riding roadway. Our inspectors recognize this and place emphasis on the compaction efforts, thickness and finishing of the base course, as we pride ourselves in the smooth rideability of each roadway project we partake in. Surface checks and cross slopes must also be held to very tight tolerances to maintain ride quality and consistent asphalt thicknesses throughout the roadway.



### Widening/Earthwork

A significant portion of this project are the safety improvements achieved by widening the existing roadway from 20 feet to 24 feet. The widening process will begin with boxing out of the existing grassed shoulders, placement of subgrade material, or mixing the in-place embankment with stabilization material. The RS&H team will ensure all imported materials meet the project



specifications and are obtained from approved sources. Proper preparation of the stabilized subgrade is critical to provide a durable pavement structure. Inspection staff will check the depth and width of the removal, sample and test the used material, and perform density testing. After the subgrade construction is complete, base will be placed, shaped, and compacted to the lines and grades called for in the plans. Similarly to the cold-in-place rehabilitation, our inspection staff will put a significant emphasis on the compaction and grading of the widening areas, providing uniformity for each cross section of the roadway.



As a result of the widening, the new roadway front slopes will be constructed. The typical 1:6 slope will be maintained throughout the project except for geometric constraint areas such as locations where there is not enough right of way, or high fill areas or culverts to tie into. Front slopes are a major safety aspect of any roadway, and our inspectors will make sure that the front slopes meet the required template within the entire project.



## Paving

After completion of the widening construction and the cold-in-place rehabilitation, replacement of the asphalt will begin. The plans require a 2.5-inch thick lift of structural asphalt with PG 76-22 binder. Cross slopes, dry base course surface, proper prime coat application, end of load segregation, mix properties, improper compaction, and temperature issues occur on a regular basis. The RS&H team will review the tickets, mix, placement procedures, and placed asphalt closely to verify it is clear of defects, including cracking, surface deformation, bleeding, and segregation. Our team uses infrared temperature devices to check for variations in the mat so early identification and resolution of segregation issues can occur. If segregation is observed, it is promptly conveyed to the contractor and plant so they can review the truck loading process. The best way to prevent segregation is through the proper loading of the trucks; however, the process of folding the wings, gaps in trucking, and not performing a hot stop with the paver can contribute to mat issues. Our inspectors understand the latest specification updates, leading to familiarity at each stage of the paving operation. Our team closely monitors paving operations, mix temperatures, rolling patterns, spread rates, random sampling locations for density cores, and straightedge requirements while maintaining accurate verification reports. Checking cross slopes is one of the most important aspects of paving inspection. Cross slopes must be held to very tight tolerances to maintain ride quality and consistent asphalt thicknesses throughout the project. We will coordinate with the asphalt plant verification inspector during production and as needed regarding material issues.

Our proposed Project Administrator Tyler Joseph, worked with a paving contractor prior to joining RS&H. He has experience in widening and resurfacing projects on similar roads throughout Northwest Florida. Tyler has vast experience with the day-to-day operations of paving and is proactive, identifying potential paving/asphalt such as driveway/side street slope, grade tie ins, and centerline alignment. He will rectify any unexpected issues that occur during the paving operations, such as rideability issues, thickness variations, or compaction methods. The 2.5-inch thick lift will likely be placed in a single operation by the contractor. This allows one opportunity to achieve the smoothest ride possible. The speed of the paver, minimizing the stopping of the paver, and smooth pairing of the trucks and the paver are circumstances that could affect ride quality. Our inspectors are trained to identify any issues from these elements and resolve them at the earliest onset. The last step to ensure a quality ride relies on the rolling straightedge operation performed by the contractor. **Our inspection staff are certified and have documented these operations numerous times. They are familiar with the requirements for calibration of the rolling straightedge and specification tolerances for the operation.**



## Drainage

The reshaping of the front slopes will result in cross drains that will need to be extended as well as multiple side drains that will be relocated. The improper installation of drainage features can lead to early roadway failures and future maintenance issues. Many culvert extensions end with an issue or failure at the connection point of the pipes. This leads to roadway pavement with a depression where the material surrounding the pipe has washed away, or into the pipe leaving a void. The RS&H team understands the importance of avoiding these issues and will make certain that drainage pipes are installed correctly. A vital inspection feature for cross drain extensions is proper connection to the existing pipe is constructed. Most of the time, these connections are achieved using a concrete collar. Following standard plan requirements is critical to avoid future drainage pipe failures. Maintaining proper grade and alignment throughout the installation is crucial to ensure that flow rates can meet the design calculations and not cause any future drainage pipe failures. Verification of the required compaction around the pipes and structures is necessary. The lack of compaction can lead to future issues such as pipe shifting, joint separation, roadway depressions, and costly maintenance repairs. Our inspection staff are highly involved during all drainage installations to make sure specifications are met and these issues are avoided. These pipe extensions result in the installation of 23 new endwalls ranging in size from 24-inch to 48-inch pipe openings. There are two methods the contractor may elect to use, cast in place or precast endwalls. With either option, a suitable underlying earth layer is essential to eliminate settlement of the endwall after construction. This will ensure that the wall remains at the plan grade to maintain positive drainage flow. In situations where the existing ground stability is questionable, we have required the contractor to install rock bedding similar to 57 stone to establish a firm and unyielding foundation.

There are two types of pipe repair included for this project: chemical grouting and pipe liner installation. These methods are primarily used for maintenance contracts. We will perform a thorough review of the manufacturer's installation procedures when the contractor selects the product to be used. We will ensure the work is performed in accordance with the contract requirements and the manufacturer's installation process. Some of the locations for the pipe repairs are not clearly shown in the plans. Prior to construction, we will contact the Engineer of Record and verify the locations and method for the repairs.



## Environmental

Erosion control will play a major role during the construction as CR 2 traverses several wetlands and the roadway sits within the watershed areas of Big Horse Creek and the Yellow River. It will be critical that the contractor uses proper best management practices (BMPs) to protect the waters from offsite sediment contamination. A direct result of the roadway widening is that existing ditches will need to be adjusted. Adjusting these roadside ditches requires the adjustment of numerous driveway side drain pipes and the extension of cross drains. Work will have to be staged and completed so as not to impact access to residents throughout the project. There are numerous wetland areas downstream of planned side drain and ditch improvements. This work will hold the largest risk of erosion on the project. RS&H recommends constructing the side drains and ditch in stages throughout the project. Completing only a few mitered end sections and ditch sections at a time, including the placement of stabilizing grasses before moving to the next, will prevent sediments from reaching the wetland areas. We have experienced situations where the BMPs included in the erosion control plan were not adequate to the field conditions during major rain events. We work closely with the contractor to make necessary improvements in the field to prevent additional erosion control problems in these areas.



## Maintenance of Traffic

Maintenance of traffic (MOT) is an imperative aspect on all transportation projects. The CR 2 construction project will use single lane traffic with a flagging operation during active work periods. RS&H will review the lane closures to make sure proper signage, device spacing, and flagger locations are installed. On

roadways such as CR 2, which contains several turns and hills, positioning the flaggers in locations where they are visible from a suitable distance is important for the safety of the traveling public and workers. A continuous review of the traffic delays during these operations will be completed, and if necessary, will use the authority to close the work zone until traffic flow has returned to an acceptable level. From our experience on similar MOT setups, the traveling public tends to travel as far away from the channelizing devices as possible. Because the existing travel lanes of CR 2 are narrow, there is potential that a vehicle's tire may leave the asphalt pavement. A thorough review of the project for drop offs and repair of any found, prior to any lane closure, is very important.



The roadway widening must be completed first and will provide vehicles with additional room for safety during the flagging operations. **Nothing is more important than the safety of the workers and the public traveling through the construction work zone. RS&H staff hold ATSSA Advanced Work Zone Safety certifications.** Careful attention to detail with respect to MOT is also critical to the project's public perception. Our staff will meet with the certified work site supervisor daily to

review the implementation of the traffic control plan. Regular inspections will be conducted to verify traffic control device compliance with contract requirements and the qualified products list. This proactive approach has proven to be effective on previous projects and will minimize confusion and complaints from area residents.

## Bridge Rehabilitation

The existing traffic rail on the bridge over the Yellow River does not currently meet safety standards. Under this contract, new guardrail will be installed and the existing railing removed. Guardrail installation must be carefully monitored to make sure the rail is constructed to the proper design height. In conjunction with guardrail height, the proper materials and hardware are just as important. Roadside guardrail, in itself, is a hazard. Ensuring that the guardrail is in the correct alignment and offset to the roadway is critical as an above-ground safety hazard. These factors have a direct correlation to the safety of the traveling public in case of an impact. We will verify that bridge approach transition sections are properly installed and attached. To install the new guardrail, the contractor will use index 460, which requires the need to drill holes in the existing bridge curb pad to fit the bolts for the guardrail connection. When a significant number of holes are drilled into a bridge deck, spalling may occur. The plans do not provide detail on which scheme of the standard plans to use for the typical post installation on the bridge deck. This information is critical as the embedment depth of the bolts identified by the different schemes in the standard plans ranges from 5 inches to 1 foot 1 inch. Longer bolts could increase the chances of bridge spalling on the underside of the bridge deck. Upon selection, we will contact the Engineer of Record for clarification and will provide the information to the contractor quickly prior to any delay.



## Tab 3 CEI Experience of Firm/Team Members

RS&H has been performing CEI services since 1984. Over that time, we have successfully delivered construction projects to over 50 clients in eight states and are still expanding. RS&H has provided oversight on widening projects, rural roads, highway and interstate construction, bridge construction including steel tub girders and segmental, toll facilities, railroad construction, weigh-in-motion facilities, dams, rest area rehabilitation as well as new construction, and hurricane recovery. We have provided CEI services on numerous bridge construction, repair, and rehabilitation projects throughout Florida, both for FDOT and municipalities alike. Our experience includes projects ranging from small pedestrian bridges to complex, segmental bridges.

**We offer the County a team of local staff, who know the area well and take pride in delivering this project because it is their home.** RS&H, WSP, AE Engineering, and Universal Engineering Sciences have established relationships and have delivered similar projects to FDOT District 3. The team has reviewed the scope of services, inspected the site, reviewed the plans and specifications, and has developed a CEI approach to provide efficient, responsive service and successfully manage the project as well as mitigate any potential challenge that may arise. We consistently strive to deliver projects on schedule and under budget, including the project examples that are listed in this section.



Our fully integrated CEI capabilities include assisting with procurement, constructability reviews, specification authoring, setting up and maintaining a robust project and document control system, providing baseline and regular schedule analysis, and consulting on claims.

### SR 77 Resurfacing from Southport Curb and Gutter to SR 20

**Length:** 10 miles

**Client:** FDOT District 3

**Reference:** Charles Kennedy, 850-767-4923

**Construction Cost:** \$14 million

This milling and resurfacing project extended from Southport to SR 20 in Bay County. Key features included milling and resurfacing, shoulder widening, adding turn lanes, reconstruction of over 100 feet of the southbound mainline, and drainage improvements. The reconstruction area included a complex traffic control plan for detouring and maintaining 4 lanes of traffic through the work zone.



RS&H maintains high performance ratings in providing CEI services for all our clients. We are recognized as an industry leader based on the caliber of our staff and our emphasis on providing the highest quality CEI services.

## SR 79 Widening from Steelfield Road to Environmental Road

**Length:** 6.8 miles

**Client:** FDOT District 3

**Reference:** Martin Brust, 850-718-3805

**Construction Cost:** \$27.1 million

This project consisted of adding lanes and reconstruction of SR 79 from Steelfield Road to Environmental Road in Bay and Washington Counties. This project also included reconstruction and additional lanes on SR 79, including twin bridges over Pine Log Creek, eight stormwater ponds, curb and gutter, drainage, earthwork, grading, and paving. This project included four large box culverts and substantial geotechnical work including geo-grid stabilized fill and embankment surcharge.



## Widening of SR 390 from E of CR 2312 to Jenks Avenue and SR 390 from Jenks Avenue to E of SR 77

**Length:** 3 miles

**Client:** FDOT District 3

**Reference:** Brian Tew, 850-767-4930

**Construction Cost:** \$48 million

RS&H provided inspection, materials sampling and testing, and administrative activities for these two widening projects in Bay County. These major urban roadway projects are comprised of widening from a 2-lane rural to a 6-lane urban typical section.

Additional work included constructing sidewalks on both sides of the roadway, as well as the addition of stormwater ponds, new mast arms at signalized intersections, several large box culverts, utility relocations, and the installation of fiber optic cable for the County's Advanced Traffic Management System. The Jenks Avenue to SR 77 project also included a new pedestrian overpass at Mowat Middle School.



## CR 173 N from SR 79 to Alabama State Line

**Length:** 12 miles

**Client:** FDOT District 3

**Reference:** Josh Riley, 850-718-3806

**Construction Cost:** \$5.8 million

Most of the work consisted of 12 miles of paved shoulder widening and resurfacing. The project also included drainage improvements such as box culvert and cross drain extensions along with side drain construction. In several locations the existing pavement showed signs of failure. These areas were reconstructed using asphalt base.



## SR 8 (I-10) from Choctawhatchee River to the Holmes County Line and SR 8 (I-10) from the Washington County Line to E of CR 173

**Length:** 16 miles

**Client:** FDOT District 3

**Reference:** Josh Riley, 850-718-3806

**Construction Cost:** \$9 million

These projects involved milling and resurfacing including spin cast pipe liner, drainage improvement, slope flattening, cross over construction, guardrail installation, and signing and pavement markings.

### Bridge Refurbishment Projects

RS&H's CEI group has performed several minor structures projects aimed at extending the useful life of the structure. A sample of our project experience includes:

#### SR 10, Bridges over Holmes and Alligator Creeks

Expansion joint replacement for bridges over Holmes and Alligator Creeks.

#### SR 75 Bayou George/SR 20 Bear Creek Bridge

Expansion joint replacements for bridge over Bayou George and seal repair on Bear Creek Bridge.

#### SR 20 over Sanders Creek

Replacement of deteriorated expansion joints at End Bents 1 and 4 and epoxy injections into voids under armored angle at End Bent 4 on Bridge No. 570081, SR 20 over Sanders Creek.

#### SR 8 (I-10) over Reedy Creek

Replacement of deteriorated expansion joints on Bridge No. 530057 and Bridge No. 530070.

#### SR 30 over East Pass

Replacement of fender system on East Pass bridge and installation of crutch bents.

#### I-10 over SR 69 Bridge Emergency Repair

Emergency repair to remove and replace exterior girder and temporarily relocate ITS infrastructure after the bridge was struck.

#### St. Mary's Overpass Bridge

Emergency repair to replace an exterior girder over I-10 due to a dump truck impact.



# Tab 4 Organization and Staffing

## Organizational Chart

The diverse background offered by our team is unparalleled, and this will allow us to build a dynamic partnering relationship with the contractor at all levels. This will be essential to keeping the project on schedule and budget. Personnel will leverage their expertise and lessons learned to the advantage of Okaloosa County within the roles they serve.

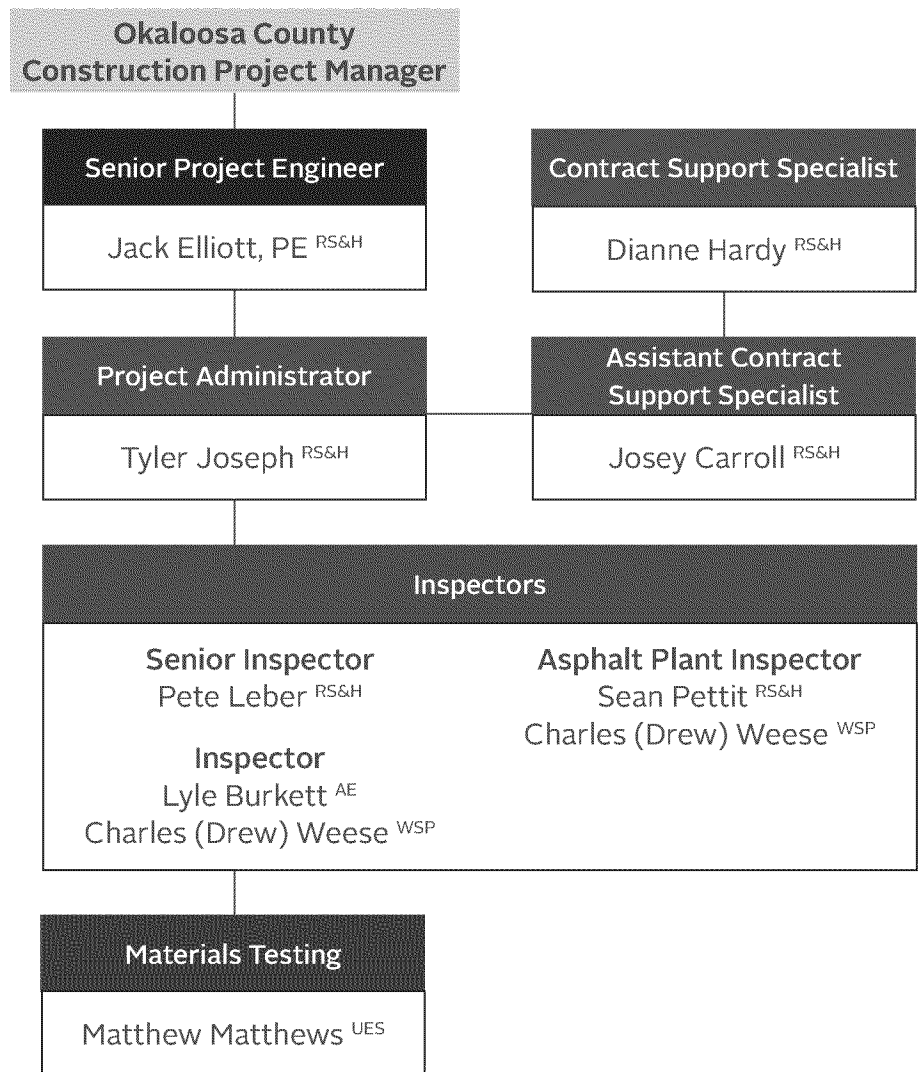
Each inspector has been hand selected for a specific purpose for the anticipated workload, for the ancillary benefits they bring to Okaloosa County, and for their expertise in dealing with the specific elements of this contract.

The RS&H team is committed to fostering mutually beneficial relationships with local firms. Our subconsultants have been chosen for their specific expertise. Our team has a history of working together on similar projects throughout Florida and provide the experience needed to successfully deliver this contract.

Our key personnel and resources are available to support this contract, without conflicting with other projects, and are qualified technical experts. Detailed resumes and qualifications are included on the following pages, providing further proof that our team is ideally suited for this contract.



**We are proposing a team that is familiar with the scope of work and who have extensive experience on contracts like this one.**



**LEGEND**

- RS&H RS&H, Inc.
- AE AE Engineering, Inc. (DBE)
- UES Universal Engineering Sciences, LLC
- WSP WSP USA Inc.





## Jack Elliott, PE

SENIOR PROJECT ENGINEER

Jack has extensive field experience performing quality assurance inspections on earthwork and drainage compaction operations and concrete and asphalt placement. He also has comprehensive experience with SiteManager dailies, MOT, reinforcing steel and formwork for precast piles and substructure, AASHTO beam superstructure, flat slab superstructure, survey for horizontal and vertical control, curb and gutter, sidewalk, subgrade, base, milling and resurfacing, ARMI, drainage structures, drilled shafts, signalization, grinding/grooving, traffic rail, and striping.

Since 2003, Jack has been serving as senior project engineer on projects throughout FDOT District 3. His duties include coordinating the inspection staff, overall project management of contractor operations, reviewing/approving pay estimates, analyzing claims, and ensuring the overall compliance of the contractors operations with project plans, specifications, and special provisions. Jack is responsible for quality assurance throughout the project duration, maintaining responsibility for contract administration and overseeing the entire construction project.

**03/21 – Present: Senior Project Engineer** on the CEI Group 21-A project. This contract includes SR 2 from SR 77 to SR 75 and SR 20 at Blue Springs Road and Padgett Drive in Bay County. The SR 20 projects are spread along an approximate 16-mile length of SR 20 and will include milling and resurfacing, roadway widening for turn lanes at SR 77 and Blue Springs Road, construction of Park and Ride at Econfina Creek, earthwork construction, drainage improvements, guardrail replacement, roadway signage upgrades, traffic signal modifications, and thermoplastic striping. *436266-1-62-01/436266-2-62-01; Construction Cost: \$6M; Contact: Charles Kennedy, 850-767-4923*

**07/17 – Present: Senior Project Engineer** on the CEI Group 17-C project grouping for FDOT District 3. This project grouping is comprised of two separate widening projects including SR 390 (St. Andrews Boulevard) from East of CR 2312 (Baldwin Road) to Jenks Avenue and SR 390 (St. Andrews Boulevard) from Jenks Avenue to East of SR 77 (Ohio Avenue) in Bay County. These major urban roadway projects are comprised of widening from

### Years of Experience

(Total / RS&H)

22 / 19

### Education

Bachelor of Science,  
Civil Engineering, Michigan  
Technological University

### Registration

Professional Engineer:  
Florida (66463)

### Florida Certifications

TIN: E43043479  
Advanced WZTC/MOT  
Asphalt Paving – Levels I & II  
Critical Structures  
Final Estimates – Levels I & II  
Grouting Technician  
Post Tensioning – Levels I  
& II  
QC Manager  
Stormwater Management

### National Certifications

ASBI Grouting – Level I  
FAA Commercial Drone Pilot  
(4055070)  
OSHA Construction Safety  
and Health  
PTI Bonded Post Tensioning  
– Levels I & II

**Jack Elliott, PE**  
**SENIOR PROJECT ENGINEER**

a 2-lane rural to a 6-lane urban typical section. Additional work includes constructing sidewalks on both sides of the roadway, as well as the addition of stormwater ponds, new mast arms at signalized intersections, several large box culverts, utility relocations, and installation of fiber optic cable for the County's Advanced Traffic Management System. The Jenks Avenue to SR 77 project also includes a new pedestrian overpass at Mowat Middle School. RS&H's services include inspection, materials sampling and testing, and administrative activities. *217875-3-52-01/217875-4-52-01; Construction Cost: \$48M; Contact: Brian Tew, 850-767-4930*

**09/20 – Present: Consultant Engineer** on the Continuing Services 2020 Hybrid CEI Consultant contract for FDOT District 3. This contract, which RS&H has held since 2012, involves providing inspection staff in multiple counties and all four operations centers working directly for FDOT Project Administrators. Work includes a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations. Jack is responsible for the administration of the contract, which involves task order coordination (reviewing the project and determining appropriate staff based on the type of project, location, and staff availability); discussing proposed staff with the local FDOT office; submitting the automated fee proposal with the selected staffing; scheduling staff; checking in with inspectors as a QA process for their work; and overseeing invoicing and processing of invoices for each task separately. *CAA09; Construction Cost: Varies; Contact: Peggy Croft, 850-330-1240*

**06/18 – Present: Consultant Engineer** on the Continuing Services 2018 Hybrid CEI Consultant contract for FDOT District 3. This contract, which RS&H has held since 2012, involves providing inspection staff in multiple counties and all four operations centers working directly for FDOT Project Administrators. Work includes a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations. Jack is responsible for the administration of the contract, which involves task order coordination (reviewing the project and determining appropriate staff based on the type of project, location, and staff availability); discussing proposed staff with the local FDOT office; submitting the automated fee proposal with the selected staffing; scheduling staff; checking in with inspectors as a QA process for their work; and overseeing invoicing and processing of invoices for each task separately. *C9Y68; Construction Cost: Varies; Contact: Peggy Croft, 850-330-1240*

**12/15 – 11/20: Consultant Engineer** on the Continuing Services 2015 Hybrid CEI Consultant contract for FDOT District 3. This contract, which RS&H has held since 2012, involved providing inspection staff in multiple counties and all four operations centers working directly for FDOT Project Administrators. Work included a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations. *C9M89; Construction Cost: Varies; Contact: Peggy Croft, 850-330-1240*



## Tyler Joseph

PROJECT ADMINISTRATOR

Tyler has provided construction inspection of roadway and bridge projects where he was responsible for tracking and documenting pay quantities; inputting data into SiteManager and MAC; verifying contractor adherence to specifications and plans; verifying maintenance of traffic setup; and compiling and organizing quantities for final estimates. He also has experience working as an asphalt superintendent for a contractor and has an in-depth understanding of the day-to-day operations of asphalt work.

### Years of Experience

(Total / RS&H)

18 / 5

### Education

High School Diploma

### Florida Certifications

TIN: J21080882

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Augercast Pile

Critical Structures

Drilled Shaft

Earthwork – Levels I & II

Final Estimates – Levels I & II

Pile Driving

QC Manager

Stormwater Management

### National Certifications

HAZMAT

NRC Nuclear Gauge Safety

OSHA Construction Safety &

Health

**03/21 – Present: Project Administrator** on the CEI Group 21-A project. This contract includes SR 2 from SR 77 to SR 75 and SR 20 at Blue Springs Road and Padgett Drive in Bay County. The SR 20 projects are spread along an approximate 16-mile length of SR 20 and will include milling and resurfacing, roadway widening for turn lanes at SR 77 and Blue Springs Road, construction of Park and Ride at Econfina Creek, earthwork construction, drainage improvements, guardrail replacement, roadway signage upgrades, traffic signal modifications, and thermoplastic striping. *436266-1-62-01/436266-2-62-01; Construction Cost: \$6M; Contact: Charles Kennedy, 850-767-4923*

**12/19 – 12/21: Project Administrator** on the SR 77 from End of curb and gutter in Southport to South of the Washington County Line in Bay County. Construction consisted of milling and resurfacing a 10-mile, 4-lane segment of SR 77, with the addition of construction of 2-foot inside shoulders. The project also included overbuild construction for profile corrections, drainage improvements, adding turn lanes and reconstructing sections of base failure. *439725-1-62-01; Construction Cost: \$14M; Contact: Charles Kennedy, 850-767-4923*

**01/19 – 12/19: Project Administrator** on the Hurricane Michael Mexico Beach Repairs contract in Bay County for FDOT District 3. This emergency repair contract provided CEI services for roadway reconstruction work due to Hurricane Michael. Work consisted of repairs to damaged roadway, paved shoulders, front slopes, guardrail, drainage, concrete, and pedestrian features along SR 30 (US 98) from the Canal Parkway to CR 386 in Mexico Beach. This project also included Permanent Mast Arm Repair in Bay County at SR 77 at SR 30, SR 390 at CR 2327, SR 30A at 7th Street and SR 77 at 23rd Street. Work included the installation

**Tyler Joseph****PROJECT ADMINISTRATOR**

of articulating block wall on the front slope to prevent future washout of the roadway. *H3558/44501-8-62-01/445018-2-62-01/445078-1-62-01/445077-1-62-01/445080-1-62-01/4450791620; Construction Cost: \$7.8M; Contact: Billy Robinson, 850-836-5713*

**05/18 – 09/18 and 12/18 – 06/19: Project Administrator** on the Pushbutton Safety Improvements for FDOT District 3. The improvements covered intersections in Bay, Calhoun, Gadsden, and Leon Counties. *C9F50/4335193620; Construction Cost: \$4.1M; Contact: Joseph Waters, 850-836-5748 and 433529-3-52-01; Construction Cost: \$538K; Contact: Ben Bell, 850-836-5700*

**01/18 – 11/18: Project Administrator** on the Group 18-A project in Escambia County for FDOT District 3. Inspection services covered SR 750 Airport Boulevard from SR 291 Davis Highway to SR 289 9th Avenue and CR 196 over Jacks Branch Bridge No. 480088. For SR 750 Airport Boulevard from SR 291 Davis Highway to SR 289, the improvements consisted of milling and resurfacing, base work, drainage improvements, sidewalks, adding guardrail to SR 720 Airport Boulevard from SR 291 (Davis Highway) to SR 289. The milling and paving were not typical. There were seven different milling details in the typical section, along with two different asphalt paving details along this urban 4-lane road. Precise milling was critical to avoid damaging this underlying ARMI layer. Another key operation was the installation of the drill shafts at College and Airport. The locations of the drilled shafts were intertwined with underground utilities, accurate staking of the drilled shafts was crucial not to interrupt utility services to key stakeholders such as the Sacred Heart Hospital and Pensacola State College. The milling operation was a key to success due to deep rutting and an existing ARMI layer under the existing asphalt. Lane closures allowed only from 9 p.m. to 6 a.m. and had to accommodate access to restaurants open late hours and 24/7 access for Sacred Heart Hospital. Work included providing on-site inspection of roadway construction activities and minor bridge work as well as material inspection services. *432562-1-52-01/430465-1-52-01; Construction Cost: \$4.7M; Contact: Georgina Acierto-Kent, PE, 850-981-2804*

**08/17 – 04/18: Senior Inspector** on the Continuing Services 2015 Hybrid CEI Consultant contract for FDOT District 3. This contract, which RS&H has held since 2012, involved providing inspection staff in multiple counties and all four operations centers working directly for FDOT Project Administrators. Work included a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations. *C9M89; Construction Cost: Varies; Contact: Peggy Croft, 850-330-1240*

» **07/17 – 04/18: Senior Inspector** on the replacement of the existing low-level bridge including abutments and slope protection at existing Bridge No. 484258 with Dortch Road over Beaver Creek Dam Bridge No. 484017 in Escambia County. *430467-1-52-01; Construction Cost: \$762K; Contact: James Proffitt, 850-981-2802*



## Dianne Hardy

CONTRACT SUPPORT SPECIALIST

Dianne served 13 years with FDOT in the Construction Field Office. She has more than 22 years of experience in office administration, management, and clerical positions. Dianne's responsibilities include final estimates, reviewing the contractor's pay estimates, assisting in the preparation of supplemental agreements and work orders, verifying field records, using CADD (MicroStation), MAC, EDMS and Project Solve document handling, storage, retrieval, and archival. Her experience provides the tools needed to ensure all contract documentation and paperwork is assembled accurately, on-time, and free of errors. Dianne has served as interim resident compliance specialist (RCS) on several projects when needed during her time with RS&H, filling in for the absence or vacancy of the RCS position.

### Years of Experience (Total / RS&H)

35 / 22

### Education

High School Diploma

### Florida Certifications

TIN: H63016554

Final Estimates – Levels I & II

**02/21 – Present: Contract Support Specialist** on the CEI Group 21-A project for FDOT District 3. This contract includes SR 2 from SR 77 to SR 75 and SR 20 at Blue Springs Road and Padgett Drive in Bay County. The SR 20 projects are spread along an approximate 16-mile length of SR 20 and will include milling and resurfacing, roadway widening for turn lanes at SR 77 and Blue Springs Road, construction of Park and Ride at Econfina Creek, earthwork construction, drainage improvements, guardrail replacement, roadway signage upgrades, traffic signal modifications and thermoplastic striping. *436266-1-62-01/436266-2-62-01; Construction Cost: \$6M; Contact: Charles Kennedy, 850-767-4923*

**10/19 – Present: Contract Support Specialist** on the CEI Group 17-C project grouping for FDOT District 3. This project grouping is comprised of two separate widening projects including SR 390 (St. Andrews Boulevard) from East of CR 2312 (Baldwin Road) to Jenks Avenue and SR 390 (St. Andrews Boulevard) from Jenks Avenue to East of SR 77 (Ohio Avenue) in Bay County. The major urban roadway projects are comprised of widening from a 2-lane rural to a 6-lane urban typical section. Additional work includes constructing sidewalks on both sides of the roadway, as well as the addition of stormwater ponds, new mast arms at signalized intersections, several large box culverts, utility relocations, and installation of fiber optic cable for the County's Advanced Traffic Management System. The Jenks Avenue to SR 77 project also

**Dianne Hardy****CONTRACT SUPPORT SPECIALIST**

includes a new pedestrian overpass at Mowat Middle School. RS&H's services include inspection, materials sampling and testing, and administrative activities. 217875-2-52-01/217875-3-52-01; Construction Cost: \$46M; Contact: Brian Tew, 850-767-4930

**12/19 – Present: Contract Support Specialist** on the SR 390 project for FDOT District 3. This project consists of widening SR 390 from 2 lanes to 6 lanes from SR 368 (23rd Street) to CR 2312 (Baldwin Road) in Bay County. Additional features added to this widening project are constructing sidewalks on both sides of the roadway, as well as the addition of stormwater ponds, closed drainage system with jack and bore pipes, new mast arms at signalized intersections, several large box culverts, utility relocations, and installation of fiber optic cable for the County's Advanced Traffic Management System. RS&H's services include inspection, materials sampling and testing, and administrative activities. 217875-2-52-01, Construction Cost: \$43M; Contact: Brian Tew, 850-767-4930

**01/20 – 12/21: Contract Support Specialist** on the SR 77 from End of curb and gutter in Southport to South of the Washington County Line in Bay County. Construction consisted of milling and resurfacing a 10-mile, 4-lane segment of SR 77, with the addition of the construction of 2-foot inside shoulders. The project also included overbuild construction for profile corrections, drainage improvements, adding turn lanes, and reconstructing sections of base failure. 439725-1-62-01; Construction Cost: \$14M; Contact: Charles Kennedy, 850-767-4923

**01/19 – 10/19: Contract Support Specialist** on the Hurricane Michael Mexico Beach Repairs contract in Bay County for FDOT District 3. This emergency repair contract provided CEI services for roadway reconstruction work due to Hurricane Michael. Work consisted of repairs to damaged roadway, paved shoulders, front slopes, guardrail, drainage, concrete, and pedestrian features along SR 30 (US 98) from the Canal Parkway to CR 386 in Mexico Beach. Work also included the installation of articulating block wall on the front slope to prevent future washout of the roadway. H3558/4450186201; Construction Cost: \$7.8M; Contact: Billy Robinson, 850-836-5713

**01/19 – 08/19: Contract Support Specialist** on the Pushbutton Safety Improvements for FDOT District 3. The improvement included intersections in Bay, Calhoun, Gadsden, and Leon Counties. 433529-3-52-01; Construction Cost: \$538K; Contact: Ben Bell, 850-836-5700

**07/13 – 01/19: Contract Support Specialist** on the US 331 Widening from SR 20 to I-10 Design-Build for FDOT District 3. The project covered 12.2 miles of roadway widening from a 2-lane rural highway to a 4-lane divided roadway and included two bridges and three large box culverts. The project also included the construction of 12 stormwater ponds, MSE walls, along with drainage improvements including jack and bore, curb and gutter, and signalization. This project was procured as a design-build and required coordination with the Eglin Air Force Base including an unexploded ordinance survey, environmental permit monitoring and certification, and utility relocation including water, sewer, and gas relocations performed by the roadway contractor. The right-of-way was purchased during construction and required extensive interaction with adjacent property owners and businesses throughout the life of the project. 220663-7-52-01; Construction Cost: \$50.7M; Contact: Heather Baril, 888-638-0250



## Josey Carroll

ASSISTANT CONTRACT SUPPORT SPECIALIST

Josey is skilled in understanding, applying, and interpreting applicable rules, regulations, policies, and procedures. She organizes and maintains a monthly, quarterly, and yearly filing system for ease of document access by taking memos, data tracking, and updating files as needed. Josey is competent and experienced with standard word processing and data management software.

### Years of Experience (Total / RS&H)

2 / <1

### Education

High School Diploma

### Florida Certifications

TIN: C64042300

Final Estimates I

**08/22 – Present: Assistant Contract Support Specialist** on the SR 390 project for FDOT District 3. This project consists of widening SR 390 from 2 lanes to 6 lanes from SR 368 (23rd Street) to CR 2312 (Baldwin Road) in Bay County. Additional features added to this widening project are constructing sidewalks on both sides of the roadway, as well as the addition of stormwater ponds, closed drainage system with jack and bore pipes, new mast arms at signalized intersections, several large box culverts, utility relocations, and installation of fiber optic cable for the County's Advanced Traffic Management System. RS&H's services include inspection, materials sampling and testing, and administrative activities. *217875-2-52-01; Construction Cost: \$43M; Contact: Brian Tew, 850-767-4930*

### **11/21 – 07/22: Hancock Whitney Bank**

**11/21 – 07/22: Teller** responsible for assisting 50-100 individual and business clients daily with their monetary requirements in a high pace environment. Provided a high level of organizational skills and attention to detail to accurately calculate the customer's transactions. Maintained detailed knowledge of all account and card options to make customized recommendations based on the client's needs while providing excellent customer service. Oversaw an organized filing system of monthly, quarterly, and yearly records.

### **07/20 – 10/21: Main Street Crestview Association**

**07/20 – 10/21: Executive Assistant** responsible for managing executive schedules and coordinating administrative communications, including taking calls, responding to emails, interfacing with clients, maintaining organization and ease of document access by taking memos, maintaining files, and organizing documents, and coordinating the delivery and exchange of confidential financial data, resources, and other materials for the Executive Director.



## Pete Leber

### SENIOR INSPECTOR

Pete's experience includes a diverse range of projects and inspection types, including bridge construction, drilled shaft, asphalt paving, asphalt plant, concrete, earthwork, stormwater, and MOT inspection.

#### Years of Experience

(Total / RS&H)

16 / 3

#### Education

High School Diploma

#### Florida Certifications

TIN: L16043584

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Asphalt Plant – Levels I & II

Augercast Pile Inspector

Concrete Field – Levels I & II

Concrete Field Specification

Critical Structures

Drilled Shaft

Final Estimates – Levels I & II

Pile Driving

Stormwater Management

#### National Certifications

ACI Concrete – Level I

ACI CTCL – Level II

HAZMAT

IMSAs Traffic Signal Inspector  
(Pending)

NRC Nuclear Gauge Safety

OSHA Construction Safety &  
Health

**09/21 – 03/22: Senior Inspector** on the Pensacola PNS Runway Object Free Area (ROFA) Roadways Realignment Construction Phase Services project for the City of Pensacola. This contract included the relocation of two existing roadway segments outside of the existing ROFA to the extent practical. The project also consisted of the relocation of a portion of the existing Airport Maintenance Road and a segment of Jerry L. Maygarden Road. *201-0052-020; Construction Cost: \$1M; Contact: Matthew Coughlin, 850-436-5000*

**06/21 – 09/21: Senior Inspector** on the CEI Group 21-A project. This contract included SR 2 from SR 77 to SR 75 and SR 20 at Blue Springs Road and Padgett Drive in Bay County. The SR 20 projects are spread along an approximate 16-mile length of SR 20 and included milling and resurfacing, roadway widening for turn lanes at SR 77 and Blue Springs Road, construction of Park and Ride at Econfina Creek, earthwork construction, drainage improvements, guardrail replacement, roadway signage upgrades, traffic signal modifications, and thermoplastic striping. *436266-1-62-01/436266-2-62-01; Construction Cost: \$6M; Contact: Charles Kennedy, 850-767-4923*

**03/19 – 06/21: Senior Inspector** on the Continuing Services 2018 Hybrid CEI Consultant contract for FDOT District 3. This contract, which RS&H has held since 2012, involved providing inspection staff in multiple counties and all four operations centers working directly for FDOT Project Administrators. Work included a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations. *C9Y68; Construction Cost: Varies; Contact: Peggy Croft, 850-330-1240*

- » **06/22 – Present:** SR 30 (US 98) over Perdido Bridge No. 480140, Hurricane Sally in Escambia County. *448499-2-62-01; Contact: Jason Peters, 850-638-0250*
- » **04/22 – 06/22:** SR 85 S Ferdon Boulevard over FG&A



**Pete Leber****SENIOR INSPECTOR**

Railroad, Bridge No. 570083 in Okaloosa County. 421874-2-62-01; Contact: Jason Peters, 850-638-0250

- » **12/20 – 06/21:** SR 8 (I-10) Eastbound Bridge over Perdido River Slab Replacement in Escambia County. 442913-1-62-01; Contact: James Proffitt, 850-981-3000
- » **07/20 – 01/21:** SR 10 (US 90A) East Nine Mile Road from North Palafox Street to Chemstrand Road in Escambia County. 441738-1-61-01; Contact: Linda Melvin, 888-638-0250
- » **07/19 – 12/20:** Joint Replacement of SR 87 Yellow River Bridge in Santa Rosa County. 407310-6-62-01/407310-6-62-02; Contact: Linda Melvin, 888-638-0250
- » **07/19 – 09/19:** Bratt Road over Canoe Creek Bridge No. 484050 in Escambia County. 433905-1-62-01; Contact: Linda Melvin, 888-638-0250
- » **06/19 – 09/19:** SR 727 (Fairfield Drive) from South of Usher Circle to North of Hestia Place in Escambia County. 413435-2-62-01; Contact: Ben Smith, 850-981-3000
- » **03/19 – 07/19:** SR 292 Gulf Beach Highway at SR 727 Fairfield Drive Intersection in Escambia County. 436720-1-62-01; Construction Cost: \$682K; Contact: David Nixon, 850-981-2765

**09/13 – 02/19: Genesis Halff CEI, Inc., Crestview, Florida**

**09/13 – 02/19: Senior Inspector/Engineer Intern II** Performed daily inspection, entered information into SiteManager, ensured work was completed in conformation with project documents, performed field measurement of quantities for estimate, and tested construction materials.

- » **09/16 – 02/19: Senior Inspector** on the SR 30 (US 98) Pensacola Bay Bridge Design-Build for FDOT District 3. Due to the old bridge being deemed structurally deficient, a new bridge was constructed and featured three 12-foot travel lanes, 10-foot inside and outside shoulders, and a 10-foot multi-use path for pedestrians and bicycles. Pete performed inspection of pile driving inspections, crack mapping, rebar for the concrete bridge deck, inspections on the substructure and superstructure, and conducted EEO interviews. 409334-1-52-01/409334-1-52-02/409334-1-56-01; Construction Cost: \$398.5M; Contact: Jack Harrison, 850-981-3000
- » **02/15 – 12/17: Senior Inspector** on the SR 8 (I-10) from SR 291 Davis Highway to SR 10A (US 90) Scenic Highway Overpass for FDOT District 3. The project consisted of widening I-10 to a 6-lane overpass. Other project elements included sound barrier walls on both sides of the interstate, a median barrier wall, reconfiguring the scenic highway entrance and exit ramps, adding turn lanes, and retention ponds. The length of the project was 2.74 miles. 222477-1; Construction Cost: \$43M; Contact: Dominic Richard, 850-981-3000
- » **08/14 – 02/15: Senior Inspector** on the SR 8 (I-10) Intelligent Transportation System (ITS) project for FDOT District 3. The project spanned across the Florida Panhandle and included the installation of several dynamic message signs, closed-circuit television cameras, microwave vehicle detection systems, bluetooth travel time systems, and highway advisory radios to alert drivers of potential road hazards, lane closures, and to maintain a safe, efficient flow of traffic. Pete inspected the drilled shafts for poles, high mast lighting, and ITS overhead message boards. 428403-1; Construction Cost: \$27M



## LYLE BURKETT

INSPECTOR

Lyle has 7+ years of experience in the roadway construction industry working as a Quality Control Technician and Inspector. Throughout his past work experience, he has become keenly aware of critical issues that may arise throughout the paving operations and well as how to develop thorough reporting for all project activities.

### **FDOT District 3, MEI Contract, Milton Operations Center, FIN 423781-1-72-47; Cost \$5M**

Reference: Chad Williams, Assistant District Maintenance Engineer, (850) 330-1604 • District Wide Inspection Support– Responsibilities on this in-house task include reviewing permits and ensuring they are within allowable specification to DOT standards. 9/2021 – 1/2023

### **FDOT District 3, Pensacola Bay Bridge, FIN 409334-1-52-01, Escambia & Santa Rosa Counties; Cost \$430M**

Reference: Jack Harrison, Project Manager (850) 981-3000 • Inspector -The scope of this project connected U.S. 98 over Pensacola Bay between Pensacola and Gulf Breeze. The project length was 4.169 miles with two parallel bridges at 15,640 LF each. The project included the reconstruction of connecting 17<sup>th</sup> Avenue with a one-span flyover and roundabout on the Pensacola side. The final configuration of both new bridges allowed for three twelve-foot lanes in each direction, ten-foot inside and outside shoulders, and a ten-foot multi-use path for pedestrians and bicyclists. Mr. Burkett's duties included monitoring pile driving and verifying concrete testing for substructure construction. 11/2019 - 9/2021

### **FDOT District 3, SR 20 from East of SR 65 to the Ochlocknee River Bridge, FIN(s) 436270-1-52-01, Bristol County; Cost \$3.5M**

Reference: Shannon Harris, Midway Operations (850) 922-7900 • Inspector - The improvements under this contract consisted of milling and resurfacing, drainage, culvert repairs and signing and pavement markings on SR 20. Duties included inspection of asphalt and drainage operations, preparing daily work reports, and tracking quantities. 5/2019 – 11/2019

### **Anderson Columbia Company, Inc.**

• Roadway Quality Control Inspector, Quality Control for asphalt placement operation Level 2, which consisted of the following: verifying asphalt mix designs, monitoring asphalt mix temperature, keeping track of testing Lots/Sub Lots, monitoring spread rates, checking cross slopes / grade of constructed roadway, performing straight edge testing, monitoring rolling operations, achievements of density, performing core sampling of new roadway and completion of all necessary FDOT forms associated with a paving operation.

2015 – 5/2019

**7** Years of Experience

#### Education

High School Diploma West  
Florida Baptist Academy

#### Registration / Certifications

TIN# B62343279

- CTQP Asphalt Paving Level 1 & 2
- CTQP Concrete Field Tech Level 1
- CTQP Earthwork Level 1 & 2
- CTQP Final Estimates Level 1
- MOT / TTC Advanced
- FDOT Critical Structures
- ACI Field Testing Technician Grade 1
- ACI Concrete Transportation Construction Inspector (CTCI) Level 2
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Nuclear Radiation Safety / Hazmat



## CHARLES (DREW) WEESE

### Inspector



[drew.weese@wsp.com](mailto:drew.weese@wsp.com)

#### Years' Experience

6

#### Education

High School Diploma

#### TIN

W20014193

#### CTQP Qualifications

Asphalt Paving Tech Level I & II

Asphalt Plant Tech Level I & II

Concrete Field Tech Level I

Earthwork Construction

Inspection Level I & II

Final Estimates Level I & II

FDOT Concrete Field Inspector

Specification – 2001293

#### Other Certifications

Advanced MOT

Drew Weese is developing a thorough understanding of his role as a construction engineering and inspection (CEI) inspector. He is gaining knowledge of Florida Department of Transportation (FDOT) policies and procedures, and has provided construction oversight of all aspects of roadway construction, including earthwork, asphalt roadway and plant, concrete, stormwater drainage systems, and utilities.

#### RELEVANT PROJECT EXPERIENCE

**CEI Group 21-G, FINs: 43996516201; 44154816201; and 44367216201, FDOT District Three, Okaloosa County, Florida:** Inspector responsible for turn lane construction, drainage installation and asphalt plant work. In a subconsultant role, WSP provides CEI inspection services for the grouping of State Road (SR) 85 South Ferdon Boulevard at John King Road Intersection; SR 85 South Ferdon Boulevard from north of SR 123 Roger J Clary to north of Hospital Drive; and SR 85 South Ferdon from Southcrest Drive to north of Hospital Drive. Cost: \$30M, Dates: 9/2021 – 3/2022, Reference: Kelli Rice, PE, 850-981-2801.

**SR 79 Design-Build Improvements, FIN: 2207739601, FDOT District Three, Holmes and Washington Counties, Florida:** inspector responsible for inspection and verification of the multi-laning project performed by the contractor, including roadway milling and resurfacing, asphalt plant inspection and concrete flatwork for ditch pavement, curb/gutter and sidewalks. Work must follow the plans, specifications, and special provisions of the construction contract from north of Mill Branch Bridge to SR 8 [Interstate 10 (I-10)]. WSP is providing CEI for this design-build project, to widen 20 miles of SR 79. Project challenges included utility relocations, bridge construction and the right-of-way acquisition schedule. The project consisted of erosion control, 37 storm water ponds, utility relocation coordination, specialty geotechnical work, environmental issues, and public information. Cost: \$96M, Dates: 3/2019 – Present, Reference: Billy Robinson, 850-836-5713.

**I-10 Wildlife Fence Replacement, FINs: 4452471 and 4452472, FDOT District Three, Jackson County, Florida:** inspector aide. WSP provided construction engineering and inspection services on this 18-mile corridor of I-10 to repair or replace the wildlife fence along the right-of-way damaged during Hurricane Michael in October 2018. The project included clearing and grubbing. Maintenance of traffic was set up for shoulder closures and repair and/or installation of new Type A fencing. Cost: \$16M, Dates: 5/2019 – 1/2020, Reference: Troy Beyers, 850-836-5749.

#### PREVIOUS EXPERIENCE

Before joining WSP, Drew's experience included:

**Autoglass Company, Panama City Beach, Florida:** responsible for customer services, scheduling, replacement and repair of automobile glass, and ensuring safety after repair or installation.

**Contractor, Conyers, Georgia:** read plans; delivered and stocked job sites with necessary materials; assisted with finishing, framing, hanging doors; and ensured sites were clean when complete.

**Engineering Firm, Dothan, Alabama:** crew leader ensuring framing of inside/outside walls was constructed per approved plans.



## Sean Pettit

### ASPHALT PLANT INSPECTOR

Working almost exclusively in FDOT District 3 since 2011, Sean's role as asphalt plant inspector is to monitor the contractor's earthwork, drainage, asphalt plant, and paving operations, as well as to perform QA/QC testing. He assists senior inspectors with documentation of varied construction and final estimate activities along with utilizing his expertise and discretion to plan work details and make technical decisions related to field aspects of the project.

### Years of Experience (Total / RS&H)

28 / 11

### Education

High School Diploma

### Florida Certifications

TIN: P33029770

Advanced WZTC/MOT

Asphalt Paving – Levels I & II

Asphalt Plant – Levels I & II

Critical Structures

Concrete Field Specification

Final Estimates – Level I

QC Manager

Stormwater Management

**07/22 – Present: Asphalt Plant Inspector** on the Districtwide CEI and Subsurface Utility Locate Services, C.W. Roberts Contracting, Defuniak Springs Plant. Sean is responsible for monitoring asphalt production and core testing. *220835-1-62-24; Construction Cost: \$35K; Contact: Darrell Burnett (Metric Engineering Inc.), 850-596-1533*

**05/21 – 07/22: Asphalt Plant Inspector** on the SR 390 project for FDOT District 3. The project consisted of widening SR 390 from 2 lanes to 6 lanes from SR 368 (23rd Street) to CR 2312 (Baldwin Road) in Bay County. Additional features added to this widening project included construction of sidewalks on both sides of the roadway, as well as the addition of stormwater ponds, closed drainage system with jack and bore pipes, new mast arms at signalized intersections, several large box culverts, utility relocations, and installation of fiber optic cable for the County's Advanced Traffic Management System. RS&H's services included inspection, materials sampling and testing, and administrative activities. *217875-2-52-01; Construction Cost: \$43M; Contact: Brian Tew, 850-767-4930*

**09/17 – 07/22: Asphalt Plant Inspector** on the CEI Group 17-C project grouping for FDOT District 3. This project grouping comprised two separate widening projects including SR 390 (St. Andrews Boulevard) from East of CR 2312 (Baldwin Road) to Jenks Avenue and SR 390 (St. Andrews Boulevard) from Jenks Avenue to East of SR 77 (Ohio Avenue) in Bay County. Services included inspections, materials sampling and testing, and administrative activities. *217875-2-52-01/217875-3-52-01; Construction Cost: \$46M; Contact: Billy Robinson, 850-836-5713*

**01/20 – 11/21: Asphalt Plant Inspector** on the SR 77 from End of curb and gutter in Southport to South of the Washington

**Sean Pettit****ASPHALT PLANT INSPECTOR**

County Line in Bay County. Construction consisted of milling and resurfacing a 10-mile, 4-lane segment of SR 77, with the addition of the construction of 2-foot inside shoulders. Other services included overbuild construction for profile corrections, drainage improvements, adding turn lanes, and reconstructing sections of base failure. *439725-1-62-01; Construction Cost: \$14M; Contact: Charles Kennedy, 850-767-4923*

**04/19 – 06/21: Asphalt Plant Inspector** on the US 319 (Crawfordville Highway) from North of SR 267 to the Leon County Line project in Wakulla County for FDOT District 3. The project consisted of widening the existing 2-lane road to 4 lanes, milling and resurfacing, drainage improvements, signage and pavement markings, a new stormwater management facility, and the installation of a water line and fire hydrants. Additional work included constructing a new parking area and trailhead for the Wakulla Springs State Park (CJ Spears Road), which is adjacent to the project limits. *220495-8-52-01; Construction Cost: \$15.9M; Contact: Lori Kietzer, 850-922-1937*

**10/20 – 03/21: Asphalt Plant Inspector** on the Continuing Services 2018 Hybrid CEI Consultant contract for FDOT District 3. This contract, which RS&H has held since 2012, involved providing inspection staff in multiple counties and all four operations centers working directly for FDOT Project Administrators. Work included a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations. *C9Y68; Construction Cost: Varies; Contact: Peggy Croft, 850-330-1240*

**02/19 – 06/19: Asphalt Plant Inspector** on the Pushbutton Safety Improvements for FDOT District 3. The improvements included intersections in Bay, Calhoun, Gadsden, and Leon Counties. *433529-3-52-01; Construction Cost: \$538K; Contact: Ben Bell, 850-836-5700*

**10/17 – 06/19: Asphalt Plant Inspector** on the Group 15-F Design-Build multilane reconstruction projects on SR 77. The projects were completed in four phases and included widening the existing roadway from 2 lanes to 4 lanes, drainage and safety improvements, new signs, and pavement markings. *217909-4-62-01/217909-5-62-01/217909-7-62-01/217909-8-62-01; Construction Cost: \$57.8M; Contact: Jason Williams, 850-836-5720*

**05/17 – 03/18: Asphalt Plant Inspector** on the Continuing Services 2015 Hybrid CEI Consultant contract for FDOT District 3. This contract, which RS&H has held since 2012, involved providing inspection staff in multiple counties and all four operations centers working directly for FDOT Project Administrators. Work included a broad range of task assignments such as bridge replacements/rehabilitations, roadway resurfacing, ITS systems, signals, asphalt plant, landscaping, structural steel welding and coating, and geotechnical support for foundations. Sean was responsible for quality control of the contractor's plant including sampling, testing, ensuring FDOT specifications were met, and preparing paperwork and lot packets. *C9M89; Construction Cost: Varies; Contact: Peggy Croft, 850-330-1240*



TIN

M32055594

Years of Experience

8

Certifications

- Asphalt Paving - Level 1
- Asphalt Paving - Level 2
- Concrete Field Technician - Level 1
- Earthwork Construction Inspection - Level 1
- Concrete Field Testing Technician
- FDOT Concrete Field Inspector
- Nuclear Radiation Safety

Matthew P. Matthews  
Field Technician

With eight years of experience, Matthew serves UES' Pensacola location as a Field Technician. He has taken part in various FDOT projects and holds numerous testing and inspection certifications. He is also knowledgeable in radiation safety.

PROJECT EXPERIENCE

- T3619 Bridge Valee Road Over Blue Creek
- GDB - T3691 SR 289 (9th Ave.)
- Scott Bridge - T3604 Bridge SR 4
- Deangelo Contracting - T3796 I-110 to I-10 Ramp E, Bridge 4802
- Roads - E3U41 - Sorrento Road
- Anderson Columbia - Crestview Bypass
- Roads - T3793 SR95
- CW Roberts - E3V56 SR 292 Sorrento Road
- CW Roberts - E3T77 SR 8 (I-10) Interchange
- Gum Creek Farms - CR 280B
- Scott Bridge - T3660 - SR397 John Sims Parkway

# Tab 5 Availability of Workload and Willingness to Meet Time Requirement

## Availability and Commitment

The RS&H team has the local resources dedicated to meet any schedule requirements for this project. We will meet or exceed schedules, providing responsive service during every phase of the project. The combination of our team's relevant experience, familiarity from working together on previous projects, and the availability of our key staff will provide Okaloosa County with a highly effective and proactive CEI team. Our QA/QC leaders will ensure all deliverables are complete and ready to use at the time of submittal. Throughout construction, the proposed Senior Project Engineer Jack Elliott, PE, will be involved in contract management, subconsultant management, project scheduling, team meetings, and public involvement. Although our senior project engineer and task leaders have ongoing projects, they are not utilized at 100%. Each of our staff's responsibilities flex day-by-day, week-by-week. Key personnel availability for this project is included in the following table.

Role	Personnel	% Available
Senior Project Engineer	Jack Elliott, PE	25%
Project Administrator	Tyler Joseph	50%
Contract Support Specialist	Dianne Hardy	30%
Assistant Contract Support Specialist	Josey Carroll	60%
Senior Inspector	Pete Leber	100%
Inspector	Lyle Burkett	100%
Inspector	Charles (Drew) Weese	100%

## CEI Schedule and Budget

RS&H uses a variety of software packages, including Primavera and Microsoft Project, for scheduling. The Primavera suite is considered the industry standard for Critical Path Method (CPM) scheduling. It allows for unlimited numbers of activities, customized calendars, Gantt and PERT charting, cost loading and resource leveling of activities, and dynamic filter and report creation. In addition, Primavera is the best platform for the preparation of base schedules, analyzing monthly schedule updates, performing time impact analysis and what-if scenarios, and documenting progress.

In general, the schedule will include a timeline for the pre-construction meeting and weekly progress meetings to discuss the ongoing work with the contractor, identify issues for correction if necessary, and review the contractor's work schedule. Updates to contractor schedules will be requested from the contractor with each invoice submittal to manage construction time and bring the project to completion on time. When CPM schedule updates are submitted by the contractor, RS&H performs a review like the initial review and adjusts the staffing chart as necessary.



**Schedule Review:** The schedule is one of the most valuable tools the County has to evaluate a project. RS&H will use the schedule to ensure contract milestones are met and potential construction delays are avoided. This is accomplished by regularly discussing the milestones with the contractor and identifying any potential obstacles in meeting them, and how they can be overcome.



**Budget Tracking:** The RS&H team strives to complete every project on time and within budget. This is evident by our track record of quality projects that have been completed. In the event that additional work may be added, the RS&H team will work closely with the contractor and the County to minimize financial impacts. Our team has extensive experience in change order review and negotiation. We modify the schedule to complete additional work concurrently with contract work to prevent delays in completion. RS&H also uses a sophisticated internal budget tracking system that provides regular reports describing project labor charges, direct costs to the project, and relative percent of the fee used.



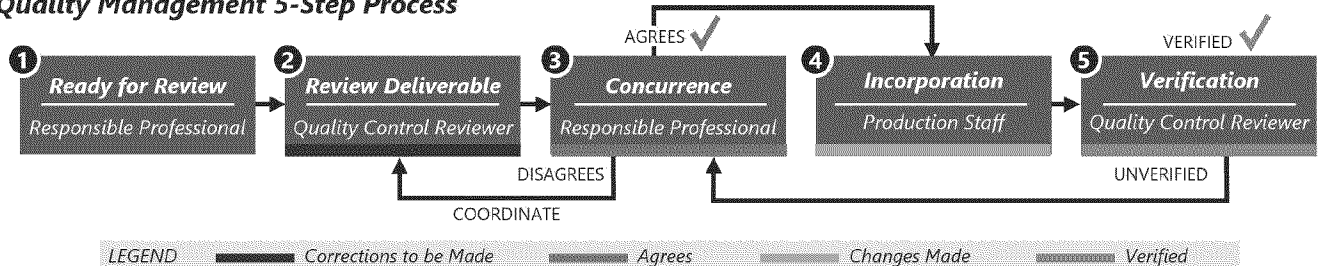
# Tab 6 Additional Information and Comments

## Commitment to Quality

The RS&H team understands the importance of quality assurance (QA) standards and quality control (QC) procedures as it relates to the overall success of transportation improvement projects. RS&H has a corporate culture of quality. Our associates develop and embrace our process, which starts before project implementation and after project completion. **RS&H will ensure that all engineering documents, construction plans, and environmental plans have been thoroughly checked, producing plans and construction documents that not only meet the standards, but also are constructable and ensures safety during construction.** During construction, our CEI quality control group develops a project specific QA plan and an independent QC plan. The QA plan focuses on construction of the project and includes a 27-page checklist verifying the team's conformance and knowledge of the project-specific requirements. The QC plan focuses on contractor payment and reviews all payments, quantities, as-built plans, and time related items on the project. These two documents work closely together.

Our quality control services are performed by a former FDOT Final Estimates Engineer along with our senior project engineers throughout the state. Using our Standard Operating Procedures and a tailored checklist, they provide extensive reviews, reports, and quality assurance certification to each contract. We will submit our project specific plan prior to the start of construction.

### Quality Management 5-Step Process



## Innovative Concepts

### Value Engineering Awareness

RS&H performs detailed plan reviews and schedule reviews while thinking outside the box. We find innovative construction methods and approaches to save the County and contractor their equal share. Any decrease in time also in-turn decreases the project duration and therefore our services. RS&H's core belief is to value our clients and our associates above all other items with a focus on quality. We value long-term mutually beneficial client relationships, built by consistency shown, trust built, and respect earned.

### Advanced Photo/Video Documentation and Mapping

The Unmanned Aircraft Systems (UAS) team at RS&H uses several resources to provide our clients with fast and accurate data for projects. A team favorite program called *Drone Deploy* is an industry leading operating system that allows our certified pilots to obtain information that previously would require an extensive site survey. *Drone Deploy* makes use of the onboard GPS or real time kinematic

(RTK) technology to provide information that the program can use to generate 2D and 3D models of the land. **Using these models, our team can use this program to provide an interactive view of any site which can be used to provide mapping details, photos, and videos.** Our clients can use these resources to measure distance, mark locations, and measure areas and volumes. *Drone Deploy* can also provide a crop report, vertical facades, photo reports, high quality videos, and panoramas. This information can be used by our clients to rapidly obtain information with measurable accuracy for planning, construction, and maintenance of their construction projects.



Our team uses UAS technology for cut/fill analysis for balancing grades, borrow pit volumetric measurements, construction stockpile volumetric measurements, sediment loss estimation, documenting reinforcing steel congestion in substructure concrete members, monitoring and tracking haul truck cycles, and performing traffic control audits. RS&H drone pilots are FAA certified and follow the requirements of the FAA Part 107 Small Unmanned Aircraft Systems to perform this service.

#### *GPS Survey*

RS&H maximizes the use of the latest hardware and software in the field to efficiently administer and communicate multiple tasks between the field and office. Our team uses an RS&H-developed application which performs as a digital field book to capture estimate documentation in a collaborative environment while providing references to relevant specifications and standards. All database design and development, data conversion, field data collection and data delivery are managed under a common supervisory structure. Real time and accurate information can be the difference between a successful construction project and one that suffers from delays and unforeseen expenses.



In early 2019, Okaloosa County commuters were greeted by variable message boards at each end of the Mid-Bay Bridge, directing them to an alternate route. During a routine inspection of the bridge, FDOT District 3 identified several tendons in the bridge that were severely corroded, forcing them to temporarily close the bridge and reroute frustrated commuters. RS&H was contracted to manage the emergency repair, with the expectation that the bridge reopen as quickly as possible. RS&H's work was met with several challenges. First, the team had to source materials from across the country. Once the post tensioning bars were delivered, every able hand physically distributed them through two miles of the box girder. And, when bars were finally ready to be tightened, the jack broke. An inspector from across the state drove through the night to deliver a new jack. **Ultimately, RS&H's persistence on quality and client satisfaction resulted in the reopening of the bridge in less than a week.**



## Why Select RS&H?



**Demonstrated understanding of your needs based on our experience with projects throughout FDOT District 3.** You can rely on us as though we were your own staff because we have proven the ability to develop, prepare, organize, lead, and serve as an advocate for projects throughout Florida. Our knowledge of the Florida Panhandle and within environmentally protected areas results in delivery of cost-effective solutions and a quality product.



**Local technical experts who have extensive experience on projects like this one.** This means no learning curve, efficient implementation of the proper solution, and immediate accessibility. RS&H provides the necessary resources to effectively address and resolve challenges to keep this project on schedule.



**Dedicated project team that is familiar with Okaloosa County and FDOT standards, processes, and practices.** Our team's knowledge of your requirements and expectations provides rapid responsiveness to project requests. We have the right people to perform this work to your satisfaction.



**Commitment to comprehensive and quality reviews.** Our quality control services are performed by a former FDOT Final Estimates Engineer along with our senior project engineers. Using our Standard Operating Procedures and a tailored checklist, these professionals provide focused and extensive quality reviews, reports, and quality assurance on each contract.



**Available immediately to provide uninterrupted service for your project.** Our team has the time and expertise to perform the scope of services for this project, fully meeting your expectations, within your schedule.

# *State of Florida*

## *Department of State*

I certify from the records of this office that RS&H, INC. is a corporation organized under the laws of the State of Florida, filed on December 28, 1989, effective December 31, 1989.

The document number of this corporation is L38717.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 2, 2022, 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 Second day of February, 2022*



*Randy Lee*  
**Secretary of State**

Tracking Number: 2860700770CC

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

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

# *State of Florida*

## *Department of State*

I certify from the records of this office that AE ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on March 27, 2006, effective March 20, 2006.

The document number of this corporation is P06000043128.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 6, 2022, 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 Sixth day of January, 2022*



*Randy Lee*  
Secretary of State

Tracking Number: 4587596548CC

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

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

**2022 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

DOCUMENT# L20000003595

**Entity Name:** UNIVERSAL ENGINEERING SCIENCES, LLC

**Current Principal Place of Business:**

4205 VINELAND ROAD  
SUITE L1  
ORLANDO, FL 32811

**Current Mailing Address:**

4205 VINELAND ROAD  
SUITE L1  
ORLANDO, FL 32811 US

**FEI Number:** 59-1117804

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY  
1201 HAYS ST  
TALLAHASSEE, FL 32301 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title AMBR  
Name OBSIDIAN GROUP ACQUISITIONS, INC.  
Address 525 S FLAGLER DR  
C/O PALM BEACH CAPITAL STE 201  
City-State-Zip: WEST PALM BEACH FL 33401

Title CEO  
Name WITSKEN, DAVE  
Address 4205 VINELAND ROAD  
SUITE L1  
City-State-Zip: ORLANDO FL 32811

Title CFO  
Name DEAR, MIKE  
Address 4205 VINELAND ROAD  
SUITE L1  
City-State-Zip: ORLANDO FL 32811

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MIKE DEAR

CFO

06/24/2022

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

9/8/22, 12:18 PM

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

### Detail by Entity Name

Foreign Profit Corporation  
WSP USA INC.

Filing Information

<b>Document Number</b>	829626
<b>FEI/EIN Number</b>	11-1531569
<b>Date Filed</b>	03/05/1973
<b>State</b>	NY
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	05/02/2017
<b>Event Effective Date</b>	NONE

Principal Address

One Penn Plaza  
2nd Floor  
New York, NY 10119

Changed: 04/18/2021

Mailing Address

One Penn Plaza  
2nd Floor  
New York, NY 10119

Changed: 04/18/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 07/02/1992

Address Changed: 07/02/1992

Officer/Director Detail

**Name & Address**

Title Secretary

**Florida UCP DBE Directory**

**Number of Records Returned:** 1

**Selection Criteria:**

Vendor : AE ENGINEERING INC

**Vendor Name:** AE ENGINEERING INC

**DBE Certification:** CERTIFIED

**MBE Certification:** Certified

**DBA:** **Former Name:**

**Business Description:** ENGINEERING AND CONSTRUCTION AND CONTRACTING SERVICES

**Mailing Address:** 219 N NEWNAN ST  
2ND FLOOR  
JACKSONVILLE, FL 32202-

**Contact Name:** RODRICK MYRICK

**Phone:** (904) 337-6324

**Fax:** (904) 332-8424

**Email:** [ROD@AEENGINEERINGINC.COM](mailto:ROD@AEENGINEERINGINC.COM)

**ACDBE Status:** N

**Statewide Availability:** Y

**Certified NAICS**

237310	Highway, Street, and Bridge Construction
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
541330	Engineering Services
541380	Testing Laboratories
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific, and Technical Services
561730	Landscaping Services



1:11:38 PM 3/25/2021

## Licensee Details

### Licensee Information

Name: **RS&H, INC. (Primary Name)**  
Main Address: **10748 DEERWOOD PARK BLVD. SO.  
JACKSONVILLE Florida 32256**  
County: **DUVAL**

License Mailing:

LicenseLocation: **10748 DEERWOOD PARK BLVD SOUTH  
JACKSONVILLE FL 32256**  
County: **DUVAL**

### License Information

License Type: **Registry**  
Rank: **Registry**  
License Number: **5620**  
Status: **Current**  
Licensure Date: **03/23/1990**  
Expires:

**Special Qualifications                      Qualification Effective**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

---

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

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



Department of Business & Professional Regulation

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- Verify a Licensee
- View Food & Lodging Inspections
- 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

4:45:12 PM 9/20/2022

Licensee Information

Name: **AE ENGINEERING, INC. (Primary Name)**  
 Main Address: **219 N NEWNAN STREET  
 SECOND FLOOR  
 JACKSONVILLE Florida 32202**  
 County: **DUVAL**

License Information

License Type: **Registry**  
 Rank: **Registry**  
 License Number: **27212**  
 Status: **Current**  
 Licensure Date: **11/07/2006**  
 Expires:

Special Qualifications Qualification Effective

[Empty box for Special Qualifications]

Alternate Names

[Empty box for Alternate Names]

- View Related License Information
- View License Complaint

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



Department of Business & Professional Regulation

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- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

4:53:03 PM 9/20/2022

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

Special Qualifications      Qualification Effective

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Alternate Names

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9/8/22, 12:08 PM

DBPR - WSP USA INC., Registry

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



Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

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

LICENSEE DETAILS

12:08:49 PM 9/8/2022

Licensee Information

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

License Information

License Type:	<b>Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>1462</b>
Status:	<b>Current</b>
Licensure Date:	<b>05/10/1977</b>
Expires:	

Special Qualifications Qualification Effective

--

Alternate Names

--

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

September 30, 2021

James Hullett Jr., Senior Vice President  
RS&H, INC.  
10748 Deerwood Park Boulevard, South  
Jacksonville, Florida 32256

Dear Mr. Hullett:

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

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

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
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel
- 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

Group 15 - Landscape 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 September 30, 2022, 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
166.92%	120.28%	0.118%	Reimbursed	No	3.12%	15.82%*

\*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



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 12, 2022

Roderick Myrick, President  
AE ENGINEERING, INC.  
219 North Newnan Street, 4<sup>th</sup> Floor  
Jacksonville, Florida 32202

Dear Mr. Myrick:

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

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

Group 13 - Planning

- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

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, 2023, 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
160.59%^	119.91%^	0.305%	Reimbursed	No	0.00%	13.22%*

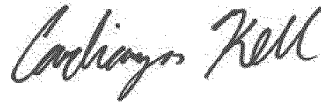
\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

^For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement 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,

A handwritten signature in black ink that reads "Carliayn Kell". The signature is written in a cursive style with a large, prominent "K".

Carliayn Kell  
Professional Services  
Qualification Administrator





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 8, 2022

Brian Meikle, Senior Support Specialist  
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, 2023, for contracting purposes.

Approved Rates

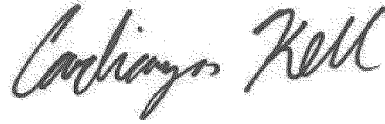
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
274.45%	266.10%	0.933%	Reimbursed	No	13.74%	13.74%*	Yes

\*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,

A handwritten signature in black ink that reads "Carliayn Kell". The signature is written in a cursive style with a large, prominent "K".

Carliayn Kell  
Professional Services  
Qualification Administrator

CBHK/kw



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 14, 2022

Robert Clifford, Vice President/Business Line Lead  
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

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
- 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, 2023, 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
138.92%	105.88%	0.124%	Excluded	No	7.61%	6.59%*

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

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



Ron DeSantis, Governor



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

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

**ELLIOTT, JACK NATHAN**

331 LOBLOLLY BAY DR.  
SANTA ROSA BEACH FL 32459

**LICENSE NUMBER: PE66463**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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## CTQP Training History Report

**Report for:** Jack Elliott

**TIN:** E43043479

**Report Date:** 09/16/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	N/A	06/26/2014	06/26/2024
Asphalt Paving - Level 2	N/A	06/26/2014	06/26/2024
Final Estimates - Level 1	3001892	03/10/2021	03/10/2026
Final Estimates - Level 2	3001893	03/10/2021	03/10/2026
Grouting Technician - Level 1	3009790	07/20/2020	07/31/2025
Post-Tensioning Technician Level 1	3003062	08/26/2020	08/26/2024
Post-Tensioning Technician Level 2	3003063	08/26/2020	08/26/2024
QC Manager	N/A	07/14/2009	01/01/2099

### Expired Qualifications

Qualification Name	Certificate Number	Valid from	Expired on
Asphalt Paving - Level 1	N/A	06/26/2014	06/26/2019
Asphalt Paving - Level 1	N/A	07/14/2009	07/14/2014
Asphalt Paving - Level 1	N/A	07/16/2003	07/16/2008
Asphalt Paving - Level 2	N/A	06/26/2014	06/26/2019
Asphalt Paving - Level 2	N/A	07/14/2009	07/14/2014
Asphalt Paving - Level 2	N/A	09/24/2003	09/24/2008
Concrete Field Technician - Level 1	N/A	01/10/2008	01/10/2013
Concrete Field Technician - Level 1	N/A	02/05/2003	01/11/2008
Drilled Shaft Inspection	N/A	06/26/2009	06/26/2014
Drilled Shaft Inspection	N/A	07/10/2003	07/10/2008
Earthwork Construction Inspection - Level 1	N/A	03/12/2003	03/12/2008
Earthwork Construction Inspection - Level 2	N/A	03/14/2003	03/14/2008
FDOT Concrete Field Inspector Specification	N/A	02/05/2003	02/05/2008

## CTQP Training History Report

**Report for:** Tyler Joseph

**TIN:** J21080882

**Report Date:** 09/16/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	3013518	07/11/2022	07/11/2027
Asphalt Paving - Level 2	3013517	07/11/2022	07/11/2027
Drilled Shaft Inspection	N/A	02/13/2018	03/09/2023
Earthwork Construction Inspection - Level 1	N/A	05/03/2018	05/11/2023
Earthwork Construction Inspection - Level 2	2003116	06/29/2020	06/29/2025
Final Estimates - Level 1	3013520	08/24/2022	08/24/2027
Final Estimates - Level 2	3013519	08/24/2022	08/24/2027
Pile Driving Inspection	N/A	09/10/2019	09/10/2024
QC Manager	N/A	10/24/2017	01/01/2099

### Expired Qualifications

Qualification Name	Certificate Number	Valid from	Expired on
Asphalt Paving - Level 1	N/A	07/10/2012	07/11/2022
Asphalt Paving - Level 1	N/A	07/10/2012	07/10/2017
Asphalt Paving - Level 2	N/A	07/10/2012	07/11/2022
Asphalt Paving - Level 2	N/A	07/10/2012	07/10/2017
Asphalt Paving - Level 2	N/A	10/04/2007	10/04/2012
Concrete Field Technician - Level 1	N/A	04/14/2012	04/14/2017
Concrete Field Technician - Level 1	N/A	04/21/2006	04/21/2011
Drilled Shaft Inspection	N/A	03/08/2013	03/08/2018
Earthwork Construction Inspection - Level 1	N/A	05/10/2013	05/10/2018
Earthwork Construction Inspection - Level 1	N/A	07/20/2007	07/20/2012
Earthwork Construction Inspection - Level 1	N/A	05/04/2007	05/04/2012
Earthwork Construction Inspection - Level 2	N/A	01/06/2014	01/06/2019

## CTQP Training History Report

**Report for:** Dianne Hardy

**TIN:** H63016554

**Report Date:** 09/16/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates - Level 1	N/A	07/19/2018	07/19/2023
Final Estimates - Level 2	N/A	07/19/2018	07/19/2023

### Expired Qualifications

Qualification Name	Certificate Number	Valid from	Expired on
Final Estimates - Level 1	N/A	09/19/2008	09/19/2013
Final Estimates - Level 1	N/A	05/11/2004	05/11/2009
Final Estimates - Level 2	N/A	07/17/2013	07/17/2018
Final Estimates - Level 2	N/A	09/19/2008	09/19/2013
Final Estimates - Level 2	N/A	10/16/2003	10/16/2008

### Pending Qualifications

No Matching Pending Qualification Records Found

### Requirements

Requirement Name	Result	Valid from	Expired on
Final Estimates - Level 2 - Written Exam Requirement	PASS	07/19/2018	07/19/2023
Final Estimates - Level 2 - Written Exam Requirement	PASS	07/17/2013	07/17/2018
Final Estimates - Level 2 - Written Exam Requirement	PASS	09/19/2008	09/19/2013
Final Estimates - Level 2 - Written Exam Requirement	PASS	10/16/2003	10/16/2008
Quality Control Manager - Written Exam Requirement	PASS	04/30/2003	01/01/2099



## CTQP Training History Report

**Report for:** Josey Carroll

**TIN:** C64042300

**Report Date:** 09/16/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates - Level 1	3014117	07/26/2022	07/26/2027

### Expired Qualifications

No Matching Expired Qualification Records Found

### Pending Qualifications

No Matching Pending Qualification Records Found

### Requirements

Requirement Name	Result	Valid from	Expired on
Final Estimates - Level 1 - Written Exam Requirement	PASS	07/26/2022	07/26/2027

## CTQP Training History Report

**Report for:** Julius Leber

**TIN:** L16043584

**Report Date:** 09/16/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	3004083	06/02/2021	06/02/2026
Asphalt Paving - Level 2	3004082	06/02/2021	06/02/2026
Asphalt Plant - Level 1	N/A	05/06/2019	05/06/2024
Asphalt Plant - Level 2	N/A	01/24/2019	04/10/2024
Concrete Field Inspector - Level 2	3001652	02/26/2021	12/13/2024
Concrete Field Technician - Level 1	3003403	04/24/2021	02/26/2026
Drilled Shaft Inspection	N/A	02/13/2019	03/13/2024
Final Estimates - Level 1	N/A	06/27/2019	06/27/2024
Final Estimates - Level 2	N/A	06/27/2019	06/27/2024
Pile Driving Inspection	3004850	06/28/2021	06/28/2026

### Expired Qualifications

Qualification Name	Certificate Number	Valid from	Expired on
Asphalt Paving - Level 1	N/A	06/01/2011	06/02/2021
Asphalt Paving - Level 1	N/A	06/01/2011	06/01/2016
Asphalt Paving - Level 1	N/A	03/31/2011	03/31/2016
Asphalt Paving - Level 2	N/A	06/01/2011	06/02/2021
Asphalt Paving - Level 2	N/A	06/01/2011	06/01/2016
Asphalt Plant - Level 1	N/A	03/01/2014	03/01/2019
Asphalt Plant - Level 2	N/A	04/10/2014	04/10/2019
Concrete Field Inspector - Level 2	2001949	01/09/2016	01/09/2021
Concrete Field Inspector - Level 2	N/A	12/03/2014	12/03/2019
Concrete Field Inspector - Level 2	N/A	03/12/2012	03/12/2017
Concrete Field Inspector - Level 2	N/A	02/07/2011	02/07/2016

**CTQP Training History Report****Report for:** Jeremy Burkett**TIN:** B62343279**Report Date:** 09/12/2022**Valid Qualifications**

<b>Qualification Name</b>	<b>Certificate Number</b>	<b>Valid from</b>	<b>Expires on</b>
Asphalt Paving - Level 1	2005462	10/09/2020	10/09/2025
Asphalt Paving - Level 1	2005462	10/09/2020	10/09/2025
Asphalt Paving - Level 2	2005282	10/09/2020	10/09/2025
Asphalt Paving - Level 2	2005282	10/09/2020	10/09/2025
Earthwork Construction Inspection - Level 1	N/A	07/29/2019	07/29/2024
Earthwork Construction Inspection - Level 2	3007599	10/28/2021	10/28/2026
FDOT Concrete Field Inspector Specification	2000938	02/19/2020	02/19/2025
Final Estimates - Level 1	N/A	07/29/2019	07/29/2024

## CTQP Training History Report

**Report for:** Charles Weese

**TIN:** W20014193

**Report Date:** 06/02/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	N/A	12/09/2019	12/12/2024
Asphalt Paving - Level 2	N/A	12/12/2019	12/12/2024
Asphalt Plant - Level 1	2006485	11/04/2020	11/04/2025
Asphalt Plant - Level 2	3001666	03/05/2021	03/05/2026
Concrete Field Technician - Level 1	2005711	07/07/2020	03/04/2025
Earthwork Construction Inspection - Level 1	2001252	06/25/2019	06/25/2024
Earthwork Construction Inspection - Level 2	2000498	01/24/2020	01/24/2025
FDOT Concrete Field Inspector Specification	2001293	03/04/2020	03/04/2025
Final Estimates - Level 1	2002473	05/28/2020	05/28/2025
Final Estimates - Level 2	2005039	09/11/2020	09/11/2025
Final Estimates - Level 2	2005039	09/11/2020	09/11/2025
Final Estimates - Level 2	2005039	09/11/2020	09/11/2025

### Expired Qualifications

No Matching Expired Qualification Records Found

### Pending Qualifications

No Matching Pending Qualification Records Found

### Requirements

Requirement Name	Result	Valid from	Expired on
ACI Concrete Field Testing Technician Certificate	MET	07/07/2020	07/07/2025
Asphalt Paving - Level 1 - Proficiency Exam	MET	12/09/2019	12/09/2024
Asphalt Paving - Level 1 - Written Exam Requirement	PASS	12/09/2019	12/09/2024

## CTQP Training History Report

**Report for:** Sean Pettit

**TIN:** P33029770

**Report Date:** 09/16/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 2	2002698	07/23/2020	07/23/2025
Asphalt Plant - Level 1	2003312	07/31/2020	07/31/2025
Asphalt Plant - Level 2	3009370	02/17/2022	02/17/2027
Final Estimates - Level 1	2002686	07/31/2020	07/31/2025
QC Manager	2007201	12/04/2020	01/01/2099

### Expired Qualifications

Qualification Name	Certificate Number	Valid from	Expired on
Asphalt Paving - Level 1	N/A	07/23/2015	07/23/2020
Asphalt Paving - Level 1	N/A	08/06/2010	08/06/2015
Asphalt Paving - Level 1	N/A	09/14/2000	09/13/2005
Asphalt Paving - Level 2	N/A	07/23/2015	07/23/2020
Asphalt Paving - Level 2	N/A	08/06/2010	08/06/2015
Asphalt Paving - Level 2	N/A	08/01/2003	08/01/2008
Asphalt Plant - Level 1	N/A	06/10/2015	07/31/2020
Asphalt Plant - Level 1	N/A	09/10/2010	09/10/2015
Asphalt Plant - Level 1	N/A	01/06/2006	01/06/2011
Asphalt Plant - Level 1	N/A	12/08/2000	12/07/2005
Asphalt Plant - Level 2	N/A	02/09/2017	02/17/2022
Asphalt Plant - Level 2	N/A	02/16/2012	02/16/2017
Asphalt Plant - Level 2	N/A	08/30/2007	08/30/2012
Asphalt Plant - Level 2	N/A	02/23/2001	02/23/2006
Concrete Field Technician - Level 1	N/A	02/03/2017	02/03/2022
Concrete Field Technician - Level 1	N/A	04/14/2012	04/14/2017

## CTQP Training History Report

**Report for:** matthew matthews

**TIN:** M32055594

**Report Date:** 09/13/2022

### Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving - Level 1	3013957	07/18/2022	07/18/2027
Asphalt Paving - Level 2	3014010	07/21/2022	07/21/2027
Concrete Field Technician - Level 1	3008714	12/01/2021	01/31/2023
Earthwork Construction Inspection - Level 1	3008525	12/19/2021	12/19/2026

### Expired Qualifications

Qualification Name	Certificate Number	Valid from	Expired on
Concrete Field Technician - Level 1	N/A	12/01/2016	12/01/2021
Earthwork Construction Inspection - Level 1	N/A	12/19/2016	12/19/2021

### Pending Qualifications

No Matching Pending Qualification Records Found

### Requirements

Requirement Name	Result	Valid from	Expired on
90 Days Experience Asphalt Paving Operations or Asphalt Roadway Testing	MET	01/01/1900	01/01/2099
ACI Concrete Field Testing Technician Certificate	MET	01/01/1900	01/01/2099
ACI Concrete Field Testing Technician Certificate	MET	12/08/2021	12/08/2026
Asphalt Paving - Level 1 - Proficiency Exam	MET	07/18/2022	07/18/2027
Asphalt Paving - Level 1 - Written Exam Requirement	PASS	07/18/2022	07/18/2027
Asphalt Paving - Level 2 - Written Exam Requirement	PASS	07/21/2022	07/21/2027
Earthwork Construction Inspection - Level 1 - Proficiency Exam	MET	12/19/2016	12/19/2021



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

**RFQ TITLE:**  
COUNTY ROAD 2 WIDENING CONSTRUCTION ENGINEERING  
AND INSPECTION (CEI) SERVICES

**RFQ NUMBER:**  
RFQ PW 63-22

<b><u>ISSUE DATE:</u></b>	August 15,	2022
<b><u>LAST DAY FOR QUESTIONS:</u></b>	September 7,	2022 at 3:00 P.M. CST
<b><u>RFQ OPENING DATE &amp; TIME:</u></b>	September 21,	2022 at 3:00 P.M. CST

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

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 BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME RS&H, Inc.

MAILING ADDRESS  
1697 East James Lee Blvd

CITY, STATE, ZIP Crestview, FL 32539

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-2986466

TELEPHONE NUMBER: 386-527-5281 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: Bill.Downey@rsandh.com

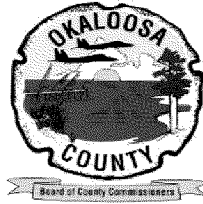
I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID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

AUTHORIZED SIGNATURE: 

PRINTED NAME: William Downey, PE, LEED AP

TITLE: Vice President

DATE: September 21, 2022



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

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**RFQ TITLE:**  
COUNTY ROAD 2 WIDENING CONSTRUCTION ENGINEERING  
AND INSPECTION (CEI) SERVICES

**RFQ NUMBER:**  
RFQ PW 63-22

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

COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

---

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

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

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**COUNTY ROAD 2 WIDENING CONSTRUCTION ENGINEERING & INSPECTION (CEI)  
SERVICES  
RFQ PW 63-22**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **County Road 2 Widening Construction Engineering and Inspection (CEI) Services**.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST September 21, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact:  
DeRita Mason, Sr. Contracts and Lease  
Coordinator  
850-589-5960  
dmason@myokaloosa.com

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MEL PONDER, CHAIRMAN

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):  
COUNTY ROAD 2 WIDENING CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES**

**GENERAL INFORMATION/SCOPE OF SERVICES**

The purpose of this Request for Qualification (RFQ) is to seek the services from firms or individuals licensed to practice in the State of Florida for professional transportation engineering services. This document provides the guidelines by which interested consultants are to submit their interest, qualifications, and proposal. Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and may be subject to change.

Professional services are needed for Construction Engineering & Inspection (CEI) Services on the County Road 2 (CR2) Widening project. The project consists of widening and resurfacing approx. 9.3 miles of CR2 between SR 189 and SR 85, safety upgrades on two bridges and stormwater system improvements. The work is further defined as shown in the plans and described in the Contract Documents.

The term of the agreement will be a three (3) year term that may be renewed for two (2) additional one (1) years periods for services as needed. The County does not guarantee any contract renewals.

**PART 2 – SCOPE OF SERVICES**

SEE EXHIBIT A – DRAFT PROFESSIONAL SERVICES AGREEMENT FOR CR2 WIDENING AND RESURFACING CEI SERVICES.

**QUALIFICATION PREPARATION INSTRUCTIONS**

The (RFQ) and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFQ guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum. **(Required forms are excluded from the total page count)** The response on vendor registry submitted should be **one (1)** completed document unless otherwise specified within the solicitation.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's understanding of the project, experience, organization, current workload, and the overall adherence to the RFQ. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top firms.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

**Response to the RFQ** shall be submitted in the format described below:

- 1. Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.
- 2. Project Understanding and Approach (20 Points)** – In this section the respondent will describe the firm's understanding of the project including the firm's assessment of the project's challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges.
- 3. CEI Experience of Firm/ Team Members (50 Points)** – In this section the respondent will highlight the firm's CEI experience. The respondent will provide sufficient information clearly demonstrating successful inspection of a project.
- 4. Organization & Staffing (20 Points)** – In this section the respondent will provide an organizational chart showing key areas of responsibility. Resumes for key team members will be provided in this section.
- 5. Availability of Workload and Willingness to Meet Time Requirement (10 Points)** – In this section, the respondent will discuss the ability of the firm to manage this project. When evaluating staff commitments/availability, assume the NTP will be issued in conjunction with the construction NTP.
- 6. Additional Information & Comments** – The contents under this heading are to be left to the discretion of the respondent. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
- 7. Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel and pre-qualification by the State Florida Department of Transportation. Copies of all completed forms required by this RFQ are included in this section.
- 8. Financial Stability** - In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. ORGANIZATION OR BANKRUPTCY PROCEEDINGS – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

#### **PROCUREMENT SCHEDULE (ANTICIPATED)**

RFQ Advertised & Posted on Website	08-15-2022
Deadline for Questions	09-07-2022 @ 3:00 P.M.
RFQ Response Due Date	09-21-2022 @ 3:00 P.M.
Selection Review Committee Meeting	10-11-2022 @ 9:00 P.M.
Recommend Award to BCC via ITA	10-14-2022
Contract Negotiations	10-20-2022 –10-30-2022
Finalize/Execute Agreement	11-15-2022

**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

**CONTRACTORS INSURANCE**

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

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws,<sup>4</sup>

including the U.S. Longshore Harbor Workers’ Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers’ Compensation insurance coverage. The Workers’ Compensation insurance shall also include Employer’s Liability coverage.

**BUSINESS AUTOMOBILE LIABILITY**

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

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

**INSURANCE LIMITS OF LIABILITY**

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

	<u><b>LIMIT</b></u>
1. Worker’s Compensation	
1.) State	Statutory

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

### **NOTICE OF CLAIMS OR LITIGATION**

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

### **INDEMNIFICATION & HOLD HARMLESS**

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

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

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the

expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

## **UMBRELLA INSURANCE**

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

## **GENERAL CONDITIONS**

### **1. PRE-QUALIFICATION ACTIVITY -**

**Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed via Vendor Registry:

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the RFQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

### **2. PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

Qualifications submitted by an individual shall show the respondent's name and official address.

Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.



If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** – A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The response submitted should be **one (1)** completed document, unless otherwise specified within the solicitation.
5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.  
  
If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.
6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
10. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
11. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit

qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

12. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
13. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

14. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
15. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
18. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 19. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.
- Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 20. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 21. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
- 22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 23. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 24. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 25. CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication<sup>11</sup>

regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

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

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.
28. **INDEMNIFICATION & HOLD HARMLESS -CONSULTANT** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause
29. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.
30. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.
31. **MANDATORY DISCLOSURES**- The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their

bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

**33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.**

- RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION
- RESPONSE DOCUMENT #2: CONFLICT OF INTEREST
- RESPONSE DOCUMENT #3: FEDERAL E-VERIFY
- 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: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above\*

**RESPONSE DOCUMENT #1: 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.

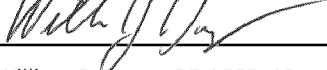
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: September 21, 2022

COMPANY: RS&H, Inc.

ADDRESS: 1697 East James Lee Blvd  
Crestview, FL 32539

PHONE #: 386-527-5281

SIGNATURE: 

NAME: William Downey, PE, LEED AP  
(TYPED OR PRINTED)

TITLE: Vice President

E-MAIL: Bill.Downey@rsandh.com

**RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no.” If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:   X  

NAME(S) POTISTION(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME:   RS&H, Inc.  

BY (PRINTED):   William Downey, PE, LEED AP  

BY (SIGNATURE):     

TITLE:   Vice President  

ADDRESS:   1697 East James Lee Blvd  

  Crestview, FL 32539  

PHONE NUMBER:   386-527-5281  

E-MAIL:   Bill.Downey@rsandh.com  

DATE:   September 21, 2022

**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 Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE:	<u>September 21, 2022</u>	SIGNATURE:	<u></u>
COMPANY:	<u>RS&amp;H, Inc.</u>	NAME:	<u>William Downey, PE, LEED AP</u>
ADDRESS:	<u>1697 East James Lee Blvd</u> <u>Crestview, FL 32539</u>	TITLE:	<u>Vice President</u>
E-MAIL:	<u>Bill.Downey@rsandh.com</u>		
PHONE #:	<u>386-527-5281</u>		



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

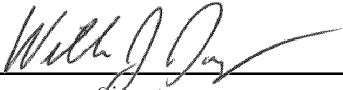
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents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

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

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

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

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

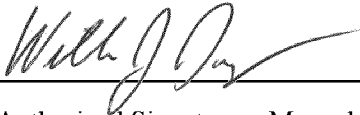
I  representing RS&H, Inc.  
Signature Company Name

on this 21st day of September 2022, 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.

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

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

RS&H, Inc.  
Proposer's Company Name  
1697 East James Lee Blvd, Crestview, FL 32539  
Physical Address  
1697 East James Lee Blvd, Crestview, FL 32539  
Mailing Address  
386-527-5281  
Phone Number  
386-527-5281  
Cellular Number  
September 21, 2022  
Date

  
Authorized Signature – Manual  
William Downey, PE, LEED AP  
Authorized Signature – Typed  
Vice President  
Title  
N/A  
FAX Number  
386-527-5281  
After-Hours Number(s)

**RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT**  
**RFQ PW 63-22**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>	
1	September 7, 2022	WJD

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**RESPONSE DOCUMENT #7: COMPANY DATA**

Respondent's Company Name: RS&H, Inc.

Physical Address & Phone #: 1697 East James Lee Blvd  
Crestview, FL 32539  
850-258-3992

Contact Person (Typed-Printed): William Downey, PE, LEED AP

Phone #: N/A

Cell #: 386-527-5281

Federal ID or SS #: 59-2986466

DUNNS/SAM #: 613387281

Respondent's License #: 5620

Additional License – Trade and Number N/A

Fax #: N/A

Emergency #'s After Hours,  
Weekends & Holidays: 386-527-5281 or 850-258-3992

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 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 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: RS&H, Inc.

Entity Address: 1697 East James Lee Blvd, Crestview, FL, 32539

Sam.gov Unique Entity Identifier: 5D910

CAGE Code: 613387281

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

1. Owner's Name and Address: FDOT District 3, 1074 Highway 90 East, Chipley, FL 32428

Contact Person: Charles Kennedy Telephone # ( 850 ) 767-4923

Email: charles.kennedy@dot.state.fl.us

2. Owner's Name and Address: FDOT District 3, 1074 Highway 90 East, Chipley, FL 32428

Contact Person: Martin Brust Telephone # ( 850 ) 718-3805

Email: martin.brust@dot.state.fl.us

3. Owner's Name and Address: FDOT District 3, 1074 Highway 90 East, Chipley, FL 32428

Contact Person: Brian Tew Telephone # ( 850 ) 767-4930

Email: brian.tew@dot.state.fl.us

4. Owner's Name and Address: FDOT District 3, 1074 Highway 90 East, Chipley, FL 32428

Contact Person: Billy Robinson Telephone # ( 850 ) 836-5713

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

5. Owner's Name and Address: FDOT District 3, 1074 Highway 90 East, Chipley, FL 32428

Contract Person: Jason Williams Telephone # ( 850 ) 326-4329

Email: jason.williams@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 bid or offer exceeding \$100,000)

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


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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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

William Downey, PE, LEED AP- Name and Title of Contractor's Authorized Official  
Vice President

September 21, 2022 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 Oskaloosa County for County Road 2 Widening CEI Services
2. This sworn statement is submitted by RS&H, Inc

whose business address is: 1697 East James Lee Blvd Crestview, FL 32539

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: 59-2986466

3. My name is William Downey, PE, LEED AP and my relationship to the entity named above is 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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X 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: September 21, 2022 Signature: *William Downey* William Downey, PE, LEED AP- Vice President

STATE OF: Florida

COUNTY OF: Seminole

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 21 day of September, in the year 2022.

My commission expires: 03/04/2024  
Notary Public

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Personally known

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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

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

William Downey, PE, LEED AP- Vice President  
\_\_\_\_\_  
Printed Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

September 21, 2022  
\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

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

Roderick Myrick, P.E. / President

Printed Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

9/14/2022

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

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

Travis W. Monsalvatge, PE, Branch Manager  
Printed Name and Title of Authorized Representative

  
Signature

9/14/2022  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

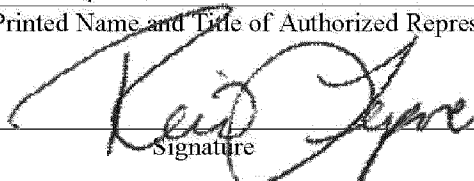
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

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

Rico Lepore, PE Vice President/Florida PMCM Manager

Printed Name and Title of Authorized Representative

  
Signature


09/13/2022

Date

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

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

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

DATE:	<u>September 21, 2022</u>	SIGNATURE:	
COMPANY:	<u>RS&amp;H, Inc.</u>	NAME:	<u>William Downey, PE, LEED AP</u> (Typed or Printed)
ADDRESS:	<u>1697 East James Lee Blvd</u> <u>Crestview, FL 32539</u>	TITLE:	<u>Vice President</u>
PHONE NO.:	<u>386-527-5281</u>	E-MAIL:	<u>Bill.Downey@rsandh.com</u>



**RESPONSE DOCUMENT #14: 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, Proposer's 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 bid 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 debarred 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 /Bidder 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 CFR 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 (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

**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), Amtrack 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 proposers 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*.

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The Vice President on behalf of RS&H, 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 any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: September 21, 2022  
COMPANY: RS&H, Inc.  
ADDRESS: 1697 East James Lee Blvd  
Crestview, FL 32539  
  
E-MAIL: Bill.Downey@rsandh.com  
PHONE NO.: 386-527-5281


SIGNATURE:   
NAME: William Downey, PE, LEED AP  
TITLE: Vice President

**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 bidder 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 bidder 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: September 21, 2022  
SIGNATURE:   
COMPANY: RS&H, Inc.  
NAME: William Downey, PE, LEED AP  
TITLE: Vice President

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

The bidder 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: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



**RS&H**

1697 East James Lee Boulevard  
Crestview, FL 32539

850-258-3992  
rsandh.com



Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

## 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 FACILITY 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.