

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2024

Contract/Lease Control #: C24-3970-PW

Procurement#: RFQ PW 81-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: KISINGER CAMPO & ASSOCIATES, CORP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/26/2024

Expiration Date: 09/30/2027 W/2 1 YR RENEWALS

Description of: GENERAL ENG. SERVICES FOR PW

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

CC: BCC RECORDS

PROCUREMENT / CONTRACT / LEASE
INTERNAL COORDINATION SHEET



C24-3970-PV

9 of 11

Procurement/Contract/Lease Number: Kisinger Campo & Associates, Corp. (KCA) Tracking Number: 5056-24

Procurement/Contractor/Lessee Name: PW Grant Funded: YES ___ NO X

Purpose: General Engineering and Professional Services for Okaloosa County Public Works

Date/Term: 3 YR W/ (2) 1 YR Renewal

Department #: Varies

Account #: Varies

Amount: Per Task Order

Department: PW Dept. Monitor Name: Autrey

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
Amber Hammonds Date: 1/4/2024

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
Required: Yes ___ No X
Grants Coordinator – Suzanne Ulloa Date: _____

Risk Management Review

Approved as written: _____ Date: 2/27/2024
See Attached Email
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review

Approved as written: _____ Date: 2/27/2024
See Attached Email
County Attorney - (Circle One: Lynn Hoshihara, Kerry Parsons or Designee)

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

Amber Hammonds

From: Odessa Cooper-Pool
Sent: Tuesday, February 27, 2024 4:12 PM
To: Amber Hammonds
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: Urgent -Kisinger Campo & Associates (KCA), Corp. - #9 of 11

Good afternoon Amber,

The contract for Kisinger Campo & Associates, Corp has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

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



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

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.

From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 2:00 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Urgent -Kisinger Campo & Associates (KCA), Corp. - #9 of 11
Importance: High

Good afternoon ladies,

The contract for this solicitation was approved already. However, I have entered the firm's information, Exhibit A and Exhibit B for your final review and approval.
Kisinger Campo & Associates (KCA), Corp. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #9 of 11
We would like to get this contract on one of the March BCC Meetings.

Thank you,

Amber Hammonds
Contracts & Lease Coordinator

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970
Email: ahammonds@myokaloosa.com

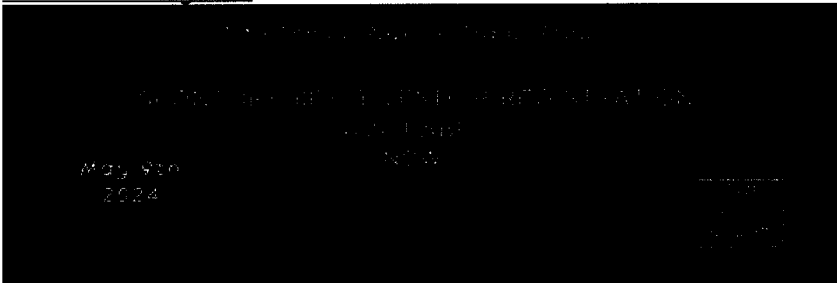


Upcoming Events:

May 9th 2024- Pensacola, Florida

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

[Click here to register!](#)



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Amber Hammonds

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, February 27, 2024 3:04 PM
To: Amber Hammonds; Jacqueline Matichuk; Lynn Hoshihara; Odessa Cooper-Pool
Subject: RE: Urgent -Kisinger Campo & Associates (KCA), Corp. - #9 of 11

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 3:00 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Urgent -Kisinger Campo & Associates (KCA), Corp. - #9 of 11
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Amber Hammonds

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



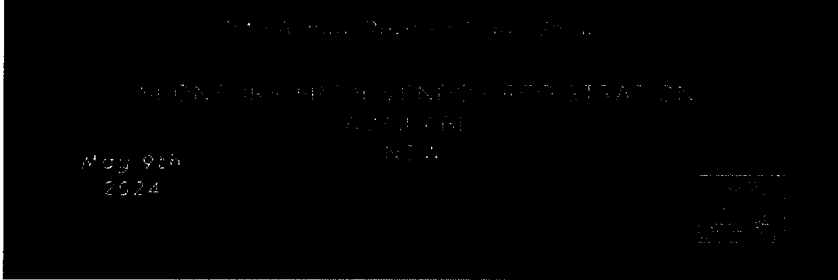
2024
HAPPY NEW YEAR

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2024

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

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

PRODUCER Brown & Brown of Florida, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	CONTACT NAME: Vicky Van Wormer PHONE (A/C, No, Ext): (727) 461-6044 E-MAIL ADDRESS: Vicky.VanWormer@bbrown.com	FAX (A/C, No): (727) 442-7695
	INSURER(S) AFFORDING COVERAGE	
INSURED Kisinger Campo & Associates, Corp. KCCS, Inc., DBA: Campo & 201 N Franklin St, Suite 400 Tampa FL 33602	INSURER A : The Charter Oak Fire Insurance Company NAIC # 25615	
	INSURER B : The Travelers Indemnity Company of America 25666	
	INSURER C : Travelers Property Casualty Company of America 25674	
	INSURER D : Travelers Casualty and Surety Company 19038	
	INSURER E : Admiral Insurance Company 24856	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Cert **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	P-630-8254A604-COF-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y	810-5N338364-23-43-G	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-7J748484-23-43	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-007J070308	10/03/2023	10/03/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Professional Liability - Architects & Engineers		EO000027205-09	10/01/2023	10/01/2024	Per Claim 1,000,000 Aggregate 1,000,000 Deductible 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County BCC is an additional insured with respect to general liability and auto liability if required by contract.

Project Description: The Board of County Commissioners of Okaloosa County - Master Consulting Agreement RFQ#PW 81-23 / KCA Contract #1202359.00

Okaloosa County BCC will be given 30 day notification of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER Okaloosa County BCC 5479A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

Additional Named Insureds

Other Named Insureds

Campo & Associates, PLLC

Doing Business As

Campo & Associates LLC

Campo & Associates, PLLC

KCCS, Inc.

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits AGG	Coverage Code	Form No.	Edition Date	
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Rental Reimbursement	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 Statutory	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date	
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium



YAVAPAI COUNTY FINANCE DEPARTMENT

COST EVALUATION METHODS FOR REQUESTS FOR PROPOSALS

There are several different methods to award points based on the cost set out for each proposal. If cost is included as one of the evaluation factors for a Request for Proposal (RFP), then there must be some way to convert the dollar amount into a score or awarded points. The following are four optional methods for scoring the cost portion of an RFP response. The method chosen must align with the scoring criteria outlined in the RFP.

1. Ratio Method.

With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

(Lowest Cost / Cost Being Evaluated) x maximum points available = awarded points

Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 100 points.

(\$100,000 / \$125,000) = 80 x 100 = 80 points

2. Best Value Method.

In this method, all factors, except cost, are considered and scored according to the established criteria. Once this is completed, the cost evaluation is completed by dividing the total points awarded to each proposal by its proposed cost. In this method, a value is presented in the form of a cost per point. The proposal with the lowest cost per point represents the best value to the County and would receive the award. Using this method requires establishing a minimum acceptable score each proposal would have to achieve in order to move forward in the process. Proposals that do not meet the minimum level would not advance to the final evaluation step.

Example:

Table with 4 columns: Category, Proposal A, Proposal B, Proposal C. Rows include Technical, Qualifications, Total Points, and Cost.

Table with 6 columns: Proposal, Cost, /, Points, =, Cost per point. Rows include A, B, and C.

Proposal B would receive the award because it provides the lowest cost per point, or best value to the County.

3. Two-Step Method.

The Two-Step Method is designed to reward the lowest cost proposal that meets specific qualifications. This is accomplished by first specifying the criteria that will be used to determine a "Qualified Proposal." Typically, a proposal is deemed qualified if it has passed all minimum criteria or scores established and is within a certain percentage of the top scoring proposal, typically within 10 to 15%. All proposals that meet these criteria are deemed qualified, and the proposal with the lowest cost would receive the award.

Example:

A proposal will be considered to be a "Qualified Proposal" if it meets the following criteria:

- a. The proposal has achieved a passing score for all parts; and
- b. The total point score for the proposal is greater than or equal to 90% of the highest scoring proposal.

All proposals meeting these criteria will be determined to be a "finalist." The finalist proposal that results in the lowest cost to the County will receive the award.

4. Reward Average Cost Method. (Least commonly used method)

In this methodology, the average cost is awarded the maximum allowable points and the other proposals receive fewer points depending on the formula selected by the evaluation committee. This is a method that might work best for service contracts where the cost normally is dependent upon the level of effort. If the cost is on the low side, one might suspect an inadequate level of effort. If the cost is on the high side, it might reflect unneeded "bells and whistles." The average cost might provide an overall industry consensus of what it would take to do the job.

If you choose this method of scoring cost, you will need to **carefully** think through the decision of where to set the ranges for the point values. Since the ranges will determine where points are gained or lost, that decision may eventually need to be explained and justified to vendors. An explanation of the method and the ranges assigned should be included in the evaluation criteria section of the RFP.

Example:

Proposal 1 = \$400,000
Proposal 2 = \$600,000
Proposal 3 = \$800,000
Proposal 4 = \$650,000
Proposal 5 = \$750,000

Calculate the average cost proposal value as follows:

$$(400,000 + 600,000 + 800,000 + 650,000 + 750,000)/5 = \$640,000.$$

Then determine the range for point values. In this case, the following formula was used (Note that the range includes values both below and above the average):

Within 10% of average = full 20 points

Greater than 10%, but less than 20% = 15 points

Greater than 20%, but less than 30% = 10 points

Greater than 30% from average cost proposal = no points awarded

Calculate ranges:

10% range = 576,000 to 704,000

20% range = 512,000 to 575,999 and 704,001 to 768,000

30% range = 448,000 to 511,999 and 768,001 to 832,000

Sample calculation (10% range):

Lower range = \$640,000(average) - .10 x \$640,000 = \$576,000

Higher range = \$640,000(average) + .10 x \$640,000 = \$704,000

Other ranges are similarly determined using .20 (20%) or .30 (30%)

Finally determine points based on calculated range values:

Proposal 1 = \$400,000, greater than 30% below average: no points

Proposal 2 = \$600,000 within in 10% range: 20 points

Proposal 3 = \$800,000 within 20% to 30%: 10 points

Proposal 4 = \$650,000 within 10% range: 20 points

Proposal 5 = \$750,000 within 10% to 20% range: 15 points



Board of County Commissioners Purchasing Department

State of Florida

Date: December 15, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD

RFQ PW 81-23

General Engineering and Professional Services for Okaloosa County Public Works

Okaloosa County would like to thank all businesses, which submitted bids for General Engineering and Professional Services for Okaloosa County Public Works. (RFQ PW 81-23)

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

Barge Design Solutions, Inc.
600 Grand Blvd., Suite 203
Miramar Beach, FL 32550

Half Associates, Inc.
2255 Killearn Center Blvd.
Tallahassee, FL 32309

Kisinger Campo & Associates, Corp. (KCA)
2615 Centennial Blvd. Suite 102
Tallahassee, FL 32308

Baskerville-Donovan, Inc.
449 W Main Street
Pensacola, FL 32502

Hanson Professional Services Inc.
910 N. Waukesha Street
Bonifay, FL 325425

Mott MacDonald
220 W Garden Street, Suite 700
Pensacola, FL 32502

DRMP, Inc.
2111 Thomas Drive, Suite 1
Panama City Beach, FL 32408

HDR Engineering
25 West Cedar Street, Suite 200
Pensacola, FL 32502

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

George & Associates, Consulting Engineers, Inc
1967 Commonwealth Ln, Suite 200
Tallahassee, FL 32303

Kimley-Horn and Associates, Inc.
120 Richard Jackson Blvd, Suite 230
Panama City Beach, FL 32407

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

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

**DeRita
Mason**

DeRita Mason
Purchasing Manager

Digitally signed by
DeRita Mason
Date: 2023.12.13
11:07:23 -06'00'

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES
(Master Services Agreement)
Between The Board of County Commissioners of Okaloosa County
And Kisinger Campo & Associates (KCA),Corp.
Contract _____

This Agreement made on March 26th, 2024 between the Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and Kisinger Campo & Associates (KCA), Corp. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 201 N. Franklin Street, Suite 400, Tampa, FL 33602.

RECITALS

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

WHEREAS, pursuant to Section 287.055, Florida Statutes, the COUNTY has selected 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 November 30, 2023 in response to RFQ #PW 81-23.

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

SECTION 1. BASIC SERVICES

1.1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #PW 81-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

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

1.2.1. All professional services required to complete any public infrastructure project including, but not limited to: engineering studies; surveys; engineering design; architectural and landscape design; geotechnical studies; preparation of plans, specifications, contract documents and cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisitions; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.

1.2.2. The types of public infrastructure projects which may be assigned include: roadway design; minor bridges; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; utilities (water and wastewater); parks and recreation; facilities management; architectural and landscape design services; and any other type of project for the transportation, recreation, employment, and health and safety of the public which may be under the purview of the Public Works Department or any other County department. Services of the CONSULTANT shall be under the general direction of

CONTRACT: C24-3970-PW
KISINGER CAMPO & ASSOCIATES, CORP
GENERAL ENG. SERVICES FOR PW
EXPIRES:09/30/2027 W/2 1 YR RENEWALS

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

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

1.3. **Term of Agreement.** This AGREEMENT will become effective from March 26th, 2024, _____ or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2027. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one-year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY.

- 3.1. It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:
- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
 - 3.1.2. Arranging for and holding promptly any required meetings.
 - 3.1.3. Provide boundary and/or topographical surveys of project sites that may be in the possession of the COUNTY.
 - 3.1.4. 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.
 - 3.1.5. 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.
 - 3.1.6. 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. OBLIGATIONS OF THE CONSULTANT.

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

SECTION 5. Contractor Indemnification and Claims.

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

SECTION 6. TIME SCHEDULE

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

SECTION 7. AMOUNT AND METHOD OF PAYMENT

- 7.1. **Method of Payment.** For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.
- 7.2. **Payment by the COUNTY.** The COUNTY will process payment to the CONSULTANT within twenty-five (25) days after receipt of CONSULTANT's invoice.
- 7.3. **Compensation.** The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.
 - 7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.
 - 7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES

- 8.1. **Written Authorization.** The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.
- 8.2. **Equitable Adjustment.** Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

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

SECTION 11. TERMINATION OF AGREEMENT

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

AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

SECTION 12. INSURANCE

12.1. GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

- 12.1.1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 12.1.2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class VII 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 and Professional Liability policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
- 12.1.5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.
- 12.1.6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 12.1.7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor.
- 12.1.8. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

12.2. WORKERS' COMPENSATION INSURANCE

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

Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

12.3. BUSINESS AUTOMOBILE LIABILITY

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

12.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

12.4.2. Commercial General Liability coverage shall include the following:

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

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

12.5. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

12.6. INSURANCE LIMITS OF LIABILITY

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

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

5. Professional Liability (E&O) \$1M each claim

12.7. NOTICE OF CLAIMS OR LITIGATION

12.7.1. The CONSULTANT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the CONSULTANT's knowledge. In the event such incident or claim involves injury and/or 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 extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless Okaloosa County its officers, agents, and employees, against any actions, claims, or damages including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to proportionate extent caused by the negligence or willful misconduct of the CONSULTANT, CONSULTANT's employees, affiliated corporations and subcontractors in connection with Services performed by the Parties further herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28 Florida Statutes, as amended from time to time..

12.9. CERTIFICATE OF INSURANCE

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

13.1. **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. **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. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party. All notices required in this AGREEMENT shall be in writing to the Designated Representative listed below:

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name:	_____ Jason Autrey, P.E. _____
Title:	_____ Public Works Director _____
Company:	_____ Okaloosa BCC _____
Address:	_____ 1759 S. Ferdon Blvd. _____

Crestview, FL

Telephone: 850.689.5772

Facsimile: 850.689.5715

E-Mail: jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: Thomas J. Shaw, P.E.

Title: Senior Vice President

Company: Kisinger Campo & Associates (KCA), Corp.

Address: 201 N. Franklin St.

Suite 400

Tampa, FL 33602

Telephone: 850.518.3489

Facsimile: 813.871.5135

E-Mail: thomas.shaw@kimley-horn.com

13.3.1.3 Courtesy copy to:

Contracts & Leases Coordinator

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Fax: 850-689-5998

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

13.4. **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:

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

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #PW 81-23.

13.5. **Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.

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

13.7. **Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

13.8. **Covenants.**

- 13.8.1. The standard of care applicable to 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 and in the locale 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.
- 13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. **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.
- 13.10. **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.
- 13.11. **Confidentiality and Public Records.**
- 13.11.1. 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.
- 13.11.2. 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.
- 13.11.3. **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. 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.

- 13.12. **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.
- 13.13. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. **Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. **Publicity.** 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.
- 13.16. **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.
- 13.17. **CONSULTANT's Personnel at Construction Site.**
- 13.17.1. 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 COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all

construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

13.17.2. 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.

13.17.3. 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

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

14.1.1. **Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, 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.

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

14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, unless noted otherwise, are limited to the sealed and signed electronic 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.

14.1.4. **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.

14.1.5. **Audit and Record Keeping.** The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the 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

15.1. 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 so.

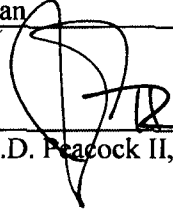
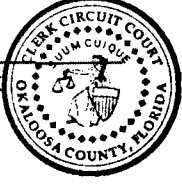
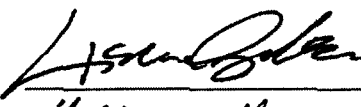
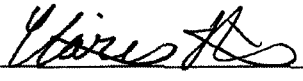
IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year shown on first page of this AGREEMENT.

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

**Kisinger Campo & Associates
(KCA), Corp.**

By:   By: 
Paul Mixon Paul G. Foley, P.E.

Title: Chairman Title: President / CEO

Attested:   Witness 1:  (Lisa Ogueke)
J.D. Peacock II, Clerk Witness 2:  (Clarissa Dixon)

***** END *****

EXHIBIT A - RFQ PW 81-23 GENERAL ENGINEERING AND PROFESSIONAL SERVICES RATE SCHEDULE


Kisinger Campo Associates, Corp.

FULLY LOADED HOURLY BILLING RATES			
Classification	Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027	
Kisinger Campo & Associates, Corp. (Traffic Signal and S&PM Design, Traffic Planning & Studies, Environmental/Permitting and Monitoring, Roadway & TTCP Design, Drainage/Stormwater Design and Floodplans, Public Involvement, Bridge/Structural Design, Bridge/Structures Inspection, Construction Management/CEI)			
Project Manger 3	\$ 295.89	\$	313.88
Project Manager 2	\$ 275.36	\$	292.10
Project Manager 1	\$ 214.56	\$	227.61
Chief Engineer 2	\$ 288.60	\$	306.14
Chief Engineer 1	\$ 297.34	\$	315.42
Senior Engineer 2	\$ 285.90	\$	303.28
Senior Engineer 1	\$ 256.90	\$	272.52
Engineer 2	\$ 215.84	\$	228.97
Engineer 1	\$ 158.37	\$	167.99
Engineering Intern	\$ 126.46	\$	134.15
Chief Designer	\$ 165.66	\$	175.73
Senior Designer	\$ 132.65	\$	140.72
Senior Engineering Technician	\$ 106.80	\$	113.29
Engineering Technician	\$ 112.85	\$	119.71
Chief Scientist	\$ 248.13	\$	263.21
Senior Environmental Specialist	\$ 181.45	\$	192.49
Environmental Specialist	\$ 108.87	\$	115.49
GIS Specialist	\$ 132.55	\$	140.61
Graphic Designer	\$ 133.14	\$	141.23
Senior Certified Bridge Inspector	\$ 148.24	\$	157.25
Certified Bridge Inspector	\$ 96.78	\$	102.66
Secretary/Clerical	\$ 83.85	\$	88.95
CEI - Senior Project Engineer	\$ 277.92	\$	294.82
CEI - Projet Administrator	\$ 194.42	\$	206.24
CEI - Contract Support Specialist	\$ 116.07	\$	123.13
CEI - Senior Inspector	\$ 120.60	\$	127.93
CEI - Inspector	\$ 82.40	\$	87.41
CEI - Inspector's Aide	\$ 64.45	\$	68.37
Alext Roark Engineering, PLLC (Roadway Support, TTCP, Utility Coordination)			
Senior Engineer 1	\$ 210.49	\$	223.12
Senior Engineer 2	\$ 210.49	\$	223.12
Engineering Intern	\$ 74.29	\$	78.75
INTERA Incorporated (Coastal Engineering)			
Engineer 2	\$ 171.80	\$	182.26
Engineering Intern	\$ 126.56	\$	134.27
Principal Engineer	\$ 282.48	\$	299.68
Senior Engineer 1	\$ 222.17	\$	235.70
Senior Engineer 2	\$ 241.49	\$	256.20
Senior Engineering Technician	\$ 111.10	\$	117.86
NOVA Engineering & Environmental, LLC (Solid Waste)			
Engineer 1	\$ 155.34	\$	156.16
Senior Archaeologist	\$ 144.75	\$	145.52
MAT Senior Engineering Technician	\$ 102.33	\$	102.87
Environmental Specialist	\$ 75.03	\$	75.43
MAT Chief Engineer	\$ 226.48	\$	227.68
Structure Coating Inspector	\$ 107.83	\$	108.40
MAT Senior Asphalt Plant Inspector	\$ 87.97	\$	88.44

EXHIBIT A - RFQ PW 81-23 GENERAL ENGINEERING AND PROFESSIONAL SERVICES RATE SCHEDULE

Kisinger Campo Associates, Corp.

FULLY LOADED HOURLY BILLING RATES			
Classification	Rate through 9/30/2026		Rate for Period 10/1/2026 - 9/30/2027
Tierra, Inc. (Geotechnical Engineering Services)			
Chief Engineer 2	\$	227.63	\$ 254.94
Principal Engineer	\$	223.45	\$ 250.26
Senior Engineer 1	\$	202.42	\$ 226.71
Chief Scientist	\$	174.48	\$ 195.41
Engineer 2	\$	173.50	\$ 194.32
Senior Scientist	\$	149.17	\$ 167.07
Senior Engineer 2	\$	142.79	\$ 159.92
Engineering Intern	\$	129.93	\$ 145.52
Senior Designer	\$	126.22	\$ 141.36
Senior Engineering Technician	\$	92.27	\$ 103.34
Secretary/Clerical	\$	89.09	\$ 99.78
Wantman Group, Inc. (Surveying/Mapping and SUE)			
SUR Aerial Sensor Operator	\$	69.07	\$ 75.97
SUR Chief Surveyor	\$	207.20	\$ 227.92
SUR Crew Chief	\$	86.22	\$ 94.82
SUR Field Crew Supervisor I	\$	94.62	\$ 104.08
SUR Instrument Operator	\$	65.20	\$ 71.72
SUR Mobile Survey Analyst 1	\$	81.50	\$ 89.65
SUR Mobile Survey Analyst 2	\$	95.31	\$ 104.84
SUR Mobile Survey Analyst 3	\$	116.03	\$ 127.63
SUR Mobile Survey Operator	\$	133.99	\$ 147.38
SUR Multi Engine Aircraft Pilot	\$	135.37	\$ 148.90
SUR Rod Person	\$	52.49	\$ 57.73
SUR Secretary/Clerical	\$	100.48	\$ 110.52
SUR Senior Surveyor 1	\$	182.64	\$ 200.90
SUR Senior Surveyor 2	\$	199.20	\$ 219.12
SUE SUE Technician 1	\$	50.83	\$ 55.91
SUE SUE Technician 2	\$	72.52	\$ 79.77
SUE SUE Technician 3	\$	91.39	\$ 100.52
SUR Survey Project Manager 2	\$	172.67	\$ 189.93
SUR Survey Project Manager 3	\$	210.30	\$ 231.33
SUR Survey/GIS/SUE Analyst 1	\$	82.88	\$ 91.16
SUR Survey/GIS/SUE Analyst 2	\$	93.24	\$ 102.56
SUR Survey/GIS/SUE Analyst 3	\$	110.85	\$ 121.93
SUR Surveyor	\$	134.33	\$ 147.76
SUR UAS Operator	\$	165.76	\$ 182.33
Standard Rates for Direct Expenses			
1. The rates above are inclusive of all computer and software use, standard reproduction, vehicle usage, telephone charges and standard (USPS) mailing.			
2. Payment for services for special services by subconsultants not listed in Appendix A or other services (e.g., lab testing) shall be made at cost plus a 5% mark-up and shall be defined by the authorizing task order. The fully loaded rates for subconsultants listed in this Exhibit A are not subject to an additional mark-up.			
3. Special tools or equipment shall be approved by task order and billed at cost.			
4. Lodging & Travel shall be billed at Federal GSA Rates and billed at cost.			
5. Special reproduction (board mounts, displays, laminating etc.) shall be billed at actual cost plus 5% for materials and added to the preparation costs (if any).			
6. Special shipping and mailings (FEDEX, UPS, or USPS Priority or Registered Mail) shall be billed at cost plus 5%.			

Signature: 



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:

**General Engineering & Professional Services for Okaloosa
County Public Works**

RFQ NUMBER:

RFQ PW 81-23

ISSUE DATE:

October 30, 2023

LAST DAY FOR QUESTIONS:

November 14, 2023

@ 3:00 PM

ITB OPENING DATE & TIME:

November 30, 2023

@ 3:00 PM

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 PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Kisinger Campo & Associates, Corp.

MAILING ADDRESS 2615 Centennial Blvd., Suite 102

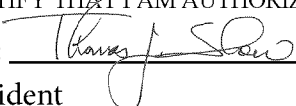
CITY, STATE, ZIP Tallahassee, FL 32308

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1677145

TELEPHONE NUMBER: 850.518.3489 EXT: _____ FAX: 813.871.5135

EMAIL: Marketing@kcaeng.com

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

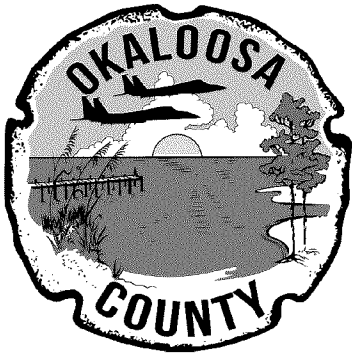
AUTHORIZED SIGNATURE: 

PRINTED NAME: Thomas J. Shaw, PE

TITLE: Senior Vice President

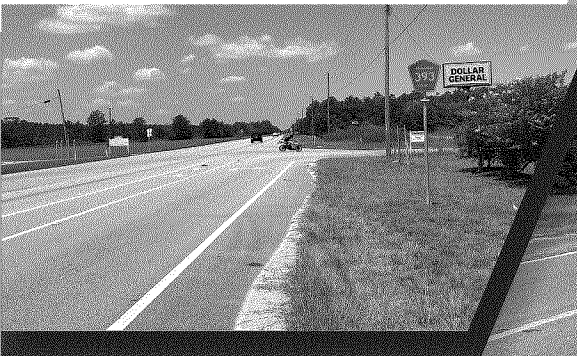
DATE: 11/30/2023

RESPONSE DOCUMENT #1: REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT



CONTACT INFORMATION:

Patrick Mulhearn, PE,
Project Manager
2615 Centennial Boulevard,
Suite 102, Tallahassee, FL 32308
c. 941.737.2114 | o. 850.518.3489
e. pmulhearn@kcaeng.com



**GENERAL ENGINEERING AND
PROFESSIONAL SERVICES**

RFQ No.: PW 81-23

for Okaloosa County Public Works

November 30, 2023



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▶▶ RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION	
▶▶ RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST	
▶▶ RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES	
▶▶ RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE	
▶▶ RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT	
▶▶ RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION	
▶▶ RESPONSE DOCUMENT #18: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above* (vendor provided form)	
▶▶ KCA FL SunBiz	

SECTION 1 | LETTER OF INTEREST

November 30, 2023
 Okaloosa County Procurement Office
 5479A Old Bethel Road
 Crestview, FL 32536
 Attn: DeRita Mason, Purchasing Manager

Kisinger Campo & Associates, Corp.
 2615 Centennial Boulevard, Suite 102,
 Tallahassee, FL 32308
Patrick Mulhearn, PE, Project Manager (PM)
 850.518.3489 (office) | 941.737.2114 (mobile)
 pmulhearn@kcaeng.com

Re: Okaloosa County – General Engineering and Professional Services – Request for Qualifications (RFQ) #PW 81-23

Dear Okaloosa County Board of County Commissioners (BOCC):

With a local office in Tallahassee and extensive similar experience in many counties throughout the western Florida panhandle and the state, **Kisinger Campo & Associates, Corp. (KCA)** understands the issues Okaloosa County faces and the expectations of this contract. **This contract will be serviced out of our Tallahassee office, ensuring quick response times for meetings, emergencies, or site reviews.** We are aware that Okaloosa County has a limited amount of construction funds and KCA takes deliberate steps to ensure any project assigned receives a practical design which uses the designated funds efficiently. KCA is well positioned to provide quality and timely service for any task assigned and is committed to maintaining and improving Okaloosa County's infrastructure.

KCA has vast experience providing similar services to many local governments throughout Florida on a continuing basis including Escambia, Wakulla, Lee, Charlotte, Collier, Hillsborough, and Pinellas Counties. In addition we have completed several task based contracts for FDOT Districts One, Two, Three, Five, and Seven. **Many of these municipalities have become repeat clients for KCA.** Similar services to this contract were provided to these municipalities including:

- | | | |
|---------------------------------|--|-----------------------------|
| ▶▶ Roadway | ▶▶ Signing and Pavement Marking (S&PM) | ▶▶ Environmental/Permitting |
| ▶▶ Bridge | ▶▶ Storm Water | ▶▶ CEI |
| ▶▶ Signalization | ▶▶ Erosion Control | ▶▶ Coastal |
| ▶▶ Traffic Studies and Analysis | | ▶▶ Parks and Recreation |

We will apply the same proven techniques developed under these continuing contracts to this Okaloosa County contract to successfully implement designs that will keep up with the County's continued growth and infrastructure needs.

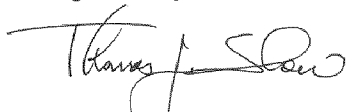
KCA understands the importance of these continuing contracts, and how vital it is we act as an extension of Okaloosa County. This team was put together specifically for this contract with personnel who have similar continuing engineering contract experience and are experienced at handling simultaneous tasks. Our proposed contract manager, **Patrick Mulhearn, PE**, has 18 years of experience in roadway and structural engineering, and specializes in task-based continuing contracts. He has managed over 150 tasks involving a variety of engineering disciplines, including 35 projects in the panhandle since 2014.

Our team is further enhanced by the inclusion of the following experienced and local specialty subconsultants **WGI, Inc.** (WGI) for surveying/mapping, subsurface utility engineering (SUE), water and wastewater, architecture, and landscaping; **INTERA, Inc. (INTERA)** for coastal engineering; **Tierra, Inc. (Tierra) [MBE]** for geotechnical and lab testing services; **NOVA** for solid waste; and **Alex Roark Engineering (ARE) [DBE/MBE]** for utility coordination and design.

A strong testimonial to the quality of services KCA provides is the fact that 90% of KCA's work is repeat business from existing clients. We believe our expertise and past experience on continuing contracts makes the KCA team ideal to provide engineering services to Okaloosa County on this contract. Should you have any questions or need additional information, please do not hesitate to contact Mr. Mulhearn at pmulhearn@kcaeng.com or 850.518.3489.

Sincerely,

Kisinger Campo & Associates, Corp.



Thomas Shaw, PE
 Senior Vice President/Principal

SECTION 2 | PAST RECORD

KCA regularly provides professional engineering services to a wide variety of clients, including county governments, municipalities, state departments of transportation (DOT), water management districts, and other government organizations. Our professionals routinely serve as extensions of local government and FDOT staff, working in the agencies' offices and providing on-site assistance.

We have worked on 10 design projects for FDOT District Three in Okaloosa, Santa Rosa, and Escambia Counties, and 8 projects for Escambia County within the last 5 years. The map below shows the locations of these projects and the following pages describe several of these projects.

In addition to the projects highlighted throughout this section, an abbreviated list of additional Continuing Professional Engineering Services projects follows:

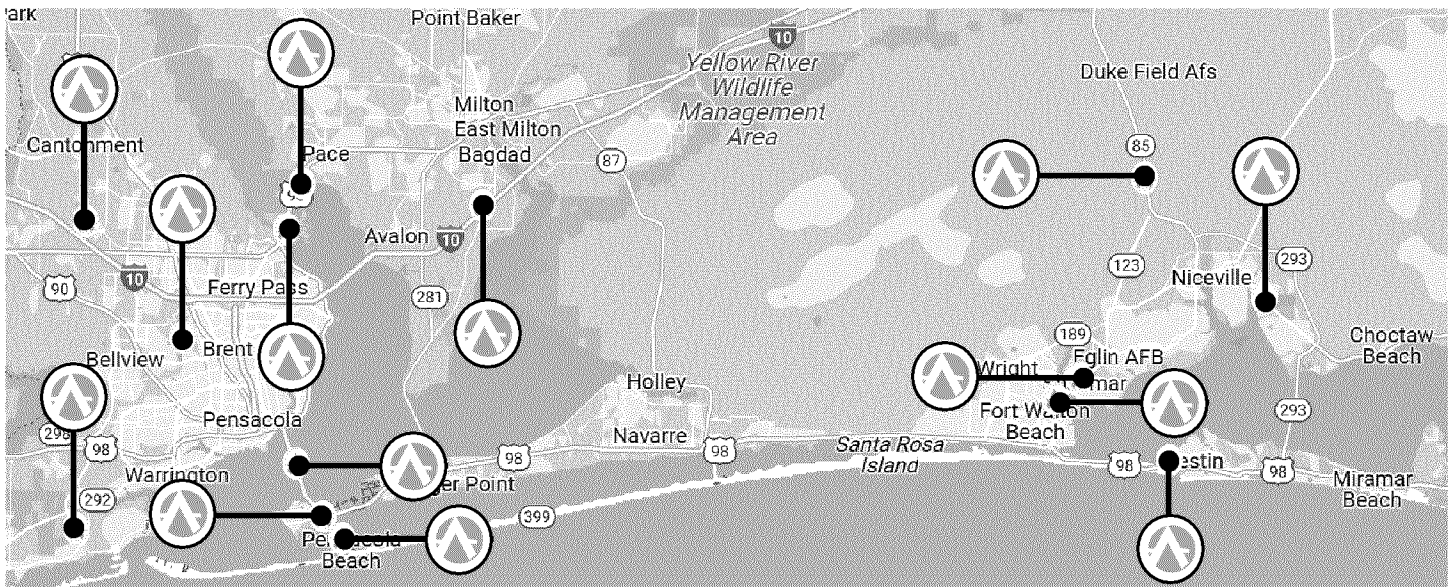
- ▶▶ Escambia County Continuing Services
- ▶▶ Wakulla County Continuing Services
- ▶▶ Levy County Continuing Services
- ▶▶ Seminole County Structural Engineering Services
- ▶▶ Flagler County Professional Services of Civil Engineering
- ▶▶ Manatee County Transportation Engineering Services
- ▶▶ Manatee County Transportation Planning and Review Services
- ▶▶ Citrus County Continuing Contract for Professional Services
- ▶▶ City of Largo Professional Services
- ▶▶ Lee County Miscellaneous Engineering Services
- ▶▶ Sarasota County Engineering Services for Fixed-Span Bridge Rehabilitation and Repair
- ▶▶ Collier County Engineering Services for Civil and Transportation Design and CEI

- ▶▶ GIBA General Consultant Services
- ▶▶ Hendry County Miscellaneous Structural Engineering
- ▶▶ Hillsborough County Miscellaneous Professional Engineering Services
- ▶▶ Polk County Parks and Natural Resources
- ▶▶ Pasco County General Professional Engineering Services
- ▶▶ Pinellas County Transportation Engineering Services

In addition to accomplishing many task-based contracts for the above-referenced agencies, we have completed a number of projects for FDOT under continuing services contracts. Recent types of these contracts with FDOT include:

- ▶▶ District Three Local Government Bridge Inspection
- ▶▶ District Three Bridge Design Services
- ▶▶ District Three D/W Bridge Repair
- ▶▶ District One D/W Drainage
- ▶▶ District Two D/W Miscellaneous Bridge Repairs
- ▶▶ District Two Complex Bridge Districtwide
- ▶▶ District Two Constructability Review
- ▶▶ District Four Traffic Signal Mast Arms Inspection
- ▶▶ District Five D/W Drainage
- ▶▶ District Five D/W Miscellaneous Bridge Repairs
- ▶▶ District Seven D/W Miscellaneous Design
- ▶▶ District Seven D/W Maintenance Support
- ▶▶ Statewide Environmental Management Contract

KCA has completed more than 200 engineering task work orders (TWOs) over the last five years, including more than 35 in FDOT District Three and local panhandle municipalities.

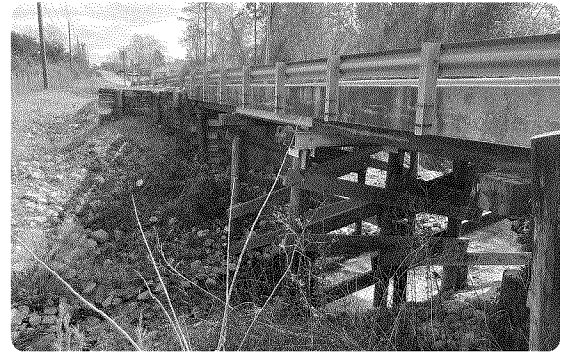


 KCA Project Locations

Five Project Examples

Devine Farms Road Bridge Replacement, *Escambia County, Florida*

KCA was selected by Escambia County to design the bridge replacement of Devine Farms Road over Bristol Creek. The existing timber bridge has become an ongoing maintenance problem for the county with multiple PCA notices received after inspection. The bridge approaches required reconstruction as well due to upgrading the typical section to meet current standards. The bridge will be replaced with a single span 60-ft prefabricated bridge constructed in two phases to allow traffic to continue during construction. There is active expansion of residential subdivisions that Devine Farms Road provides access to, and with no detour for available, designing a maintenance of traffic scheme to maintain access was a critical component of the project. The R/W available in the area is very constrained and a utility corridor is adjacent to the bridge, so construction staging and utility coordination area also critical.



Team Members: Patrick Mulhearn, PE, PM and Structures; Diana Ramirez, PE, Deputy PM, Roadway/MOT; Tara Spieler, PE, Hydraulics/Stormwater; Fathy Abdalla, Ph.D., PE, PTOE, S&PM; Nicole Selly, ENV SP, Permitting

Standards that Governed: Florida Greenbook; FDOT Design Manual; MUTCD; AASHTO Load and Resistance Factor Bridge Design Specifications; FDOT Standard Plans

Permitting: Currently assisting with ERP and State 404 permitting efforts

Grant Funding: N/A

CR 54 (Wesley Chapel Boulevard) from N. of SR 56 to N. of Magnolia Boulevard, *Pasco County, Florida*

KCA is designing the widening of CR 54 from a two-lane undivided rural roadway to a six-lane divided urban section from approximately ½ mile north of SR 56 to 640 feet north of Magnolia Boulevard. The length of the project is 3.1 miles. The project requires coordination with the proposed Cypress Creek Town Center Regional Mall site development and roadway improvements. The typical section includes a 22-foot median utilizing Type E curb, two 36-foot roadways including 4-foot bike lanes with Type F curb along the outside edges, borders consisting of a 4-foot to 6-foot sodded utility strip, a 5-foot concrete sidewalk on the west side, and an 8-foot concrete trail/walk on the east side. Right-turn and left-turn lanes are provided at significant intersections based on the preparation of an Access Management Plan. Three intersections are to be signalized and signalization interconnect was included. The box culvert at Cabbage Swamp will be replaced with bridge structures to improve hydraulics and to provide a dry shelf wildlife crossing.



Team Members: Patrick Mulhearn, PE, Structures Design; Richard Harrison, PE, Quality Assurance; Guillermo Madriz, PE, Principal-in-Charge, Fathy Abdalla, Ph.D., PE, PTOE, Traffic/S&PM; Nick Russin, EI, Traffic/S&PM; Craig Singer, PE, RSP1, Traffic/S&PM; Tara Spieler, PE, Stormwater; Tricia Caldwell, PE, Structures Design; Curt Sprunger, PE, Stormwater Design; Robert Whitman, Environmental/Permitting

Standards that Governed: Florida Greenbook; FDOT Design Manual; MUTCD; AASHTO Load and Resistance Factor Bridge Design Specifications; FDOT Standard Plans

Permitting: Ongoing permitting by subconsultant with KCA review and coordination.

Grant Funding: N/A

Marcus Pointe Bridge RipRap, *Escambia County, Florida*

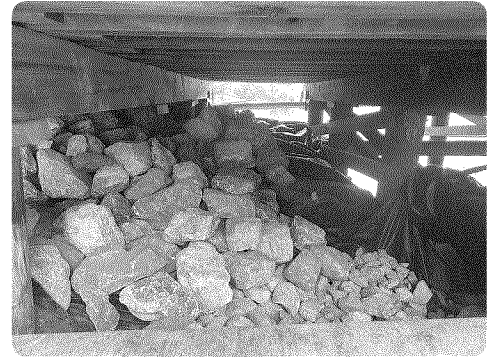
KCA developed plans for erosion restoration and the placement of riprap at this bridge site. The riprap is designed to ensure it requires low future maintenance and will not have to be replaced after each storm. The plans were completed in only 4 months.

Team Members: Patrick Mulhearn, PE, PM and Structures; Diana Ramirez, PE, MOT; Tara Spieler, PE, Stormwater; Nicole Selly, ENV SP, Permitting

Standards that Governed: Florida Greenbook; FDOT Design Manual; MUTCD; AASHTO Load and Resistance Factor Bridge Design Specifications; FDOT Standard Plans

Permitting: Due to the nature of bridge stability restoration the project was exempt from permitting. This was confirmed with the NFWFMD and USACE

Grant Funding: N/A



Multi-lane Reconstruction of SR 85 from SR 123 to SR 10, FDOT District Three, *Okaloosa County, Florida*

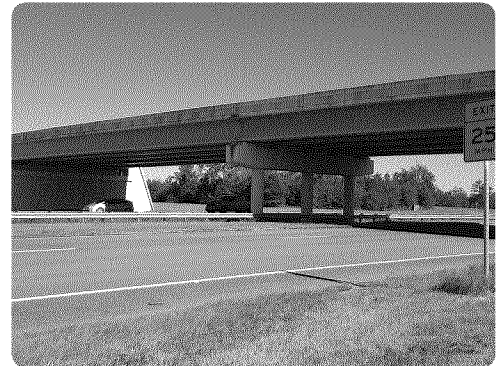
This project's primary purpose is to increase capacity to SR 85 by widening from 4 to 6 lanes. This will be achieved by outside widening from the beginning of the project limit to north of the SR 123 interchange, where the median transitions and widening then shifts to the inside to the end project limit. The widening will be contained within the existing 200-foot easement except for the only acquisition for this project, which will be in the form of easements within Eglin AFB property to accommodate nine proposed stormwater ponds. There are seven PD&E commitments that need to be adhered to as part of this project. Stakeholder coordination with Okaloosa County and Eglin AFB will be important to ensure clearances are obtained for staff to work within AFB property and TTC coordination at the interchange of 77th Special Forces Way/McWorter Ave. since this is the primary arterial to AFB property.

Team Members: Patrick Mulhearn, PE, Structures Design; Robert Whitman, Environmental Permitting; Curt Sprunger, PE, Stormwater; Tara Spieler, PE, Stormwater; Craig Singer, PE, RSP1, Traffic/S&PM; Nick Russin, EI, Traffic/S&PM; Mark Bintz, PE, Roadway Design; Ashley Abdel-Hadi, Environmental/Permitting; Fathy Abdalla, Ph.D., PE, PTOE, Traffic/S&PM

Standards that Governed: FDOT Design Manual; MUTCD; AASHTO Load and Resistance Factor Bridge Design Specifications; FDOT Standard Plans

Permitting: Wetland delineation and coordination with Eglin Air Force Base; D3 stopped the permitting efforts; therefore, no permits were obtained.

Grant Funding: N/A



South St. Sidewalk from US 41 to SR 739/Fowler St. *City of Ft. Myers, Florida*

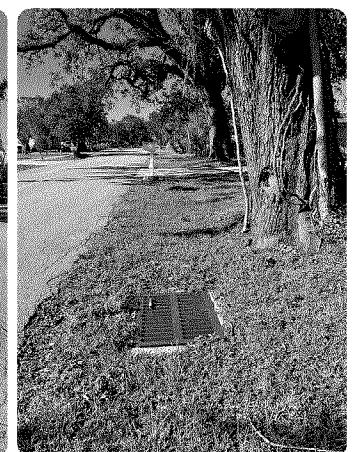
This project involved the design of a 5-foot wide sidewalk along the north side of South Street. Due to the context classification of the corridor, the design team had to consider grading of swales, installation of drainage structures, avoidance of existing utility infrastructure, reconstruction of driveways, installation of crosswalks, and avoidance of mature vegetations during the design. A small segment of existing sidewalk within the project limits was also evaluated for American with Disability Act (ADA) compliance in order to determine limits of reconstruction that will be needed.

Team Members: Diana Ramirez, PE, Roadway/MOT and S&PM; Courtney Richards, PE, Stormwater

Standards that Governed: Florida Greenbook; FDOT Design Manual; MUTCD; FDOT Standard Plans

Permitting: SFWMD Permit Exemption

Grant Funding: LAP Funded (Federal Funds)



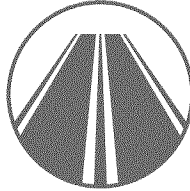
SECTION 3 | FIRM QUALIFICATIONS

KCA has the facilities, personnel, and mobility to furnish the services within any timeframe assigned. Our work within the panhandle and around Okaloosa County since 2005 gives our team a specific knowledge of the area's needs and the collaboration with local staff and public required to complete all tasks. From small projects such as sidewalk designs to larger projects consisting of miles of roadway, no project is too large or small for our team to successfully complete.

Types of Services Offered In-House

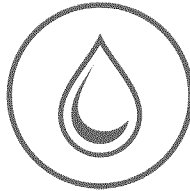
Roadway and MOT Design

KCA's Roadway Department staff of 46 includes 25 PEs who have significant experience in all phases of transportation design. KCA's roadway design staff is recognized in the engineering community for providing exceptional services. Our design professionals have a wide variety of experience and talents and are capable of completing projects involving roadway design, multi-use trail and sidewalk design, pavement design, signalization, traffic control plans (TCPs), utility relocation, site design, and post-design services.



Stormwater Engineering

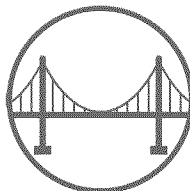
KCA's Drainage Department staff of 21 includes 9 PEs who are very familiar with this contract's requirements. We have worked on projects throughout Florida preparing location hydraulic, pond siting, scour evaluation, and Bridge Hydraulics Reports (BHRs).



KCA's professional experience includes design and preparation of surface drainage plans, stormwater management, sediment and erosion control plans, scour evaluations, bridge hydraulics, drainage problem investigations, and permitting. Our staff utilizes the most current software to evaluate hydrologic and hydraulic conditions and develop accurate predictive models.

Structures Engineering

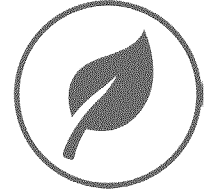
KCA's Structures Department is recognized as an industry leader in major bridge design and structural analyses. KCA's structures staff of 37 includes 25 PEs with experience in various transportation-related elements, including multi-use trails, complex bridges, retaining walls, box culverts, mast arms, and strain poles. KCA has designed repair/rehabilitation projects for more than 200 bridges in recent years, varying from simple deck joint replacements to complex projects involving post-tension strengthening of bridge elements. With experience in newer technologies such as cathodic protection (CP) and carbon fiber design, KCA has developed a wide array of



standard design details that can result in significant savings through efficient design.

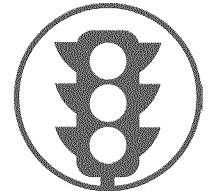
Environmental/Permitting

Our environmental staff specialize in environmental assessment, analysis, ecological restoration and mitigation design, permitting, and project implementation. They have conducted and participated in numerous public involvement programs for multiple regionally significant projects. Our principal environmental scientists have conducted natural resource inventories, including floral and faunal surveys, and designed monitoring programs for rare and protected species. The KCA environmental staff includes multiple Florida Fish and Wildlife Conservation Commission (FWC)-approved Authorized Gopher Tortoise Agents. Additionally, KCA has permitted countless civil and transportation projects and has a successful working relationship with many local permitting agencies. The regulatory agencies that have permitted KCA projects include SWFWMD, SJRWMD, USACE, Florida Department of Environmental Protection (FDEP), FDOT, and various counties.



Traffic Analysis/Engineering/Signalization/S&PM

KCA has conducted numerous traffic studies, traffic impact studies, traffic circulation studies, and site plans for a variety of projects ranging from a few trips per peak hour businesses to large-scale businesses and multiple school campuses to neighborhoods and city-wide areas. Our team has conducted numerous traffic studies and intersection capacity and safety studies. Listed below are a sample of the related tasks that KCA recently conducted:



- ▶▶ Traffic Counts
- ▶▶ Transportation Planning
- ▶▶ Traffic Safety Analysis
- ▶▶ Road Safety Audit
- ▶▶ Traffic Safety Projection using Highway Safety Manual
- ▶▶ Safe Routes to School
- ▶▶ Roundabout Analysis
- ▶▶ Lighting Safety Analysis
- ▶▶ Traffic Operations Analysis
- ▶▶ Traffic Simulation and Modeling
- ▶▶ Corridor Analysis
- ▶▶ Access Management
- ▶▶ ITS Analysis and Design
- ▶▶ Interchange Analysis
- ▶▶ Interchange Modification Reports (IMR)
- ▶▶ Traffic Simulation and Modeling
- ▶▶ Transportation Planning
- ▶▶ Traffic Plans

Construction/CEI

KCA was awarded the first FDOT CEI contract 30 years ago. KCA's CEI staff of more than 100 includes resident engineers, project engineers, senior inspectors, inspectors, technicians, and

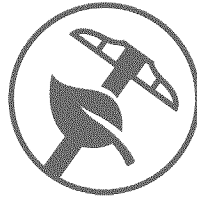


administrative staff. CEI staff members are trained and certified to perform inspection supervision of roadway, transportation, bridge, and public works projects. Our diverse CEI staff also performs constructability reviews, value engineering, and construction cost estimate reviews at each development phase.

PD&E/Planning

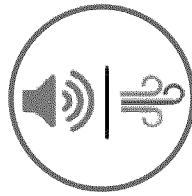
Independent of the size of a project, the proper collection, custody, and maintenance of environmental documentation is essential. From simple environmental permits for smaller projects, to NEPA documentation for larger federally regulated public-sector projects, KCA personnel are experts at performing environmental assessments and preparing the required documents. We also have specialized expertise in preparing Cumulative Effect Evaluation Studies and supporting the PD&E study process.

We have completed these documents for multiple federal agencies including the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), U.S. Army Corps of Engineers (USACE), and U.S. Department of Defense (DoD).



Noise/Air

The KCA team has experience preparing and reviewing air quality analysis reports. Staff has experience using FDOT's screening model for carbon monoxide (CO) and uses the U.S. Environmental Protection Agency (EPA)-approved software to produce estimates of one-hour and eight-hour CO at default air quality receptor locations. Additionally, our staff is experienced in providing sound level monitoring and acoustical mitigation. Our staff is accomplished in the use of current models and methodologies as recommended by local, state, and federal agencies but also use the latest equipment and computer software to provide more efficient and user-friendly data output and analytical results. These qualities combined with our ability to offer a full range of services enable us to provide our clients with innovative, effective, and cost-efficient solutions to noise-related issues.



Public Involvement

The KCA team has conducted public outreach on numerous transportation projects to build and maintain public support. Our extensive public involvement experience includes creating project-specific websites; conducting virtual and in-person public workshops; preparing collateral materials such as fact sheets, agendas, newspaper advertisements, PowerPoint presentations and scripts, sign-in sheets, and summary reports; videography for the website; alternative videos for public viewing made in



ConceptStation; notifications to the public officials as well as the general public; and social media.

KCA is able to assist Okaloosa County in conducting agency coordination meetings, public workshops, BOCC presentations, and any additional stakeholders, small groups, or consensus-building meetings. Over the past few years, KCA has embraced the "new norm" successfully conducting virtual and hybrid public meetings for all projects. KCA has experience responding to technical and general public comments and documenting, and categorizing these in databases for ease of use and statistics gathering. Some projects that KCA has led public engagement efforts for include the following:

- ▶▶ North Sarasota Multi-Modal Connector, Sarasota County
- ▶▶ Cape Coral Bridge, Lee County
- ▶▶ Williams Road, Village of Estero
- ▶▶ Bayou Grande Bridge, City of St. Petersburg
- ▶▶ Central Polk Parkway PD&E and Design, FTE
- ▶▶ McIntosh Road, FDOT District Seven
- ▶▶ SR 70 from CR 29 to Lonesome Island Rd., FDOT District One
- ▶▶ Gandy from 4th St. to Westshore, FDOT District Seven
- ▶▶ Maydell Drive Bridge, Hillsborough County LAP

Experience with Similar Continuing Professional Services Contracts

A factor that separates the KCA team is our exceptional level of experience performing work under similar contracts. Our large in-house roadway, drainage, traffic, environmental/permitting, structures, and CEI staffs will prove to be an asset for successful completion and accelerated schedules if necessary.

We understand there are several critical processes and associated documents that go into producing these engineering projects, including cost estimates, construction time estimates, specifications, permits, bidding assistance, construction assistance, and agency coordination. We are proactive in reaching out to all associated agencies to complete projects within the schedule so they can be advertised for construction with no delays affecting the County's work program budget. **We understand the County has limited funds for each project so we produce efficient designs that best use the available construction funds.** All plans will be developed in compliance with AASHTO and County criteria.

ROADWAY DESIGN: The KCA team's qualifications for roadway design include countless projects and thousands of miles of paved roadways throughout the state.

- ▶▶ More than 60 RRR projects for FDOT and Florida municipalities over the last 30 years
- ▶▶ More than 50 roadway widenings and reconstruction projects
- ▶▶ More than 15 new roadway construction projects

- ▶▶ Localized Temporary Traffic Control Plans (TTCP) consider motorists, bicyclists, and pedestrians
- ▶▶ Average experience of roadway staff dedicated to this contract = 20 years

DRAINAGE IMPROVEMENTS AND STORMWATER: The KCA team has considerable experience in all aspects of stormwater, drainage, and hydraulic engineering.

- ▶▶ More than 1,000 stormwater and drainage improvement projects
- ▶▶ Modeling in ICPR 3, ICPR 4, ArcHydro, and HEC-RAS
- ▶▶ Designs meet all requirements of Northwest Florida Water Management District (NWFWM), Federal Emergency Management Agency (FEMA), FDOT, and Jackson County
- ▶▶ Average experience of drainage staff dedicated to this contract = 25 years

S&PM: The KCA teams qualifications for S&PM are unmatched.

- ▶▶ More than 20 projects involving S&PM completed within the last 5 years in the panhandle
- ▶▶ Low-cost, innovative ideas such as Integrated Multipolymer pavement markings
- ▶▶ Average experience of S&PM staff dedicated to this contract = 28 years

TRAFFIC AND LIGHTING: KCA's traffic design staff is recognized in the engineering community for providing exceptional services.

- ▶▶ Over 40 traffic contracts with local municipalities
- ▶▶ 55 lighting projects completed
- ▶▶ Video detection and loops used for traffic counts and analysis
- ▶▶ Average experience of traffic and lighting staff dedicated to this contract = 23 years

KCA's Traffic Engineering and Planning and PD&E Departments are recognized as industry leaders in planning and traffic analyses with a large staff of nearly 30 employees, including seven PEs, two PTOEs, one PhD, three GIS specialists, and several planning experts and environmental specialists.

WATER AND WASTEWATER SYSTEMS: Our team member NOVA has extensive experience with design, permitting, and constructing water and wastewater projects throughout the panhandle. Past projects include:

- ▶▶ Water line extensions and upgrades
- ▶▶ Wet well new construction and rehabilitation
- ▶▶ Sewer line extensions and upgrades
- ▶▶ Average experience of water and wastewater staff dedicated to this contract = 18 years

STRUCTURES DESIGN AND INSPECTION: KCA's structures staff have completed projects and emergency services for traffic signals, timber bridges, concrete bridges, culverts, and overhead signs.

- ▶▶ More than 400 structure rehabilitation task work orders completed in last eight years
- ▶▶ 25 bridge replacement designs within the last 5 years
- ▶▶ Over 14 emergency responses within last 5 years
- ▶▶ Average experience of structures staff dedicated to this contract = 19 years

ENVIRONMENTAL AND PERMITTING: KCA has permitted countless civil and transportation projects and has a successful working relationship with many local permitting agencies.

- ▶▶ Familiar with NWFWM, USACE, FDEP, FDOT, and FEMA requirements
- ▶▶ 9 projects completed with required permitting in the panhandle within 5 years
- ▶▶ Preparation of ERPs and NPDES permits
- ▶▶ Completed numerous wood stork, eastern indigo snake, red-cockaded woodpecker, gopher tortoise, and bald eagle species surveys
- ▶▶ Average experience of permitting staff dedicated to this contract = 24 years

GEOTECHNICAL: We have partnered with Tierra for any geotechnical needs for this contract. Tierra has an office in Pensacola and is extremely qualified to perform any geotechnical service, evidenced by their experience. The following is a partial listing of Tierra's experience in Okaloosa County:

- ▶▶ SR 85 Widening from SR 123 to SR 210
- ▶▶ Southwest Crestview By-Pass
- ▶▶ PJ Adams Parkway, Phase 3
- ▶▶ Overbrook Drainage Improvements
- ▶▶ Live Oak Church Road Improvements
- ▶▶ West 98 Drainage Project
- ▶▶ SR 30 Harbor Blvd. Roadway & Pedestrian Safety Improvements
- ▶▶ Destin Cross Town Connector
- ▶▶ SR 8 (I-10) Widening from the Santa Rosa Co. Line to SR 85

CEI: KCA's staff are one of the most well respected in state

- ▶▶ Supervision of 9 roadway projects in last 6 years
- ▶▶ Personnel with careers dedicated to CEI
- ▶▶ Average experience of CEI staff dedicated to this contract = 25 years

FDOT SCOP, SCRAP, CIGP, AND CDGB: The KCA team is well qualified to complete any FDOT or Federally funded project for Okaloosa County. Our extensive experience with FDOT District Three has made us experts in the requirements of FDOT funded projects.

- ▶▶ 18 SCOP, SCRAP, CIGP, or CDGB project completed within last 8 years
- ▶▶ 33 completed FDOT D3 projects since 2015
- ▶▶ 5 active FDOT District Three projects
- ▶▶ Local office in Tallahassee dedicated to Florida panhandle projects

Availability

KCA routinely handles a multitude of projects involving various disciplines, and our capable team is committed to providing the County with a quality project within the established budget and schedule. We have studied our current and future workload as well as the workload of our subconsultants and determined that we have ample capacity to provide Okaloosa County with expert services throughout the contract duration. We have included redundant staff capable of working on this contract if unforeseen conditions occur to keep it on schedule.

The KCA team is very careful in planning, scheduling, and pursuing projects to minimize the possibility for any individual project or client to dominate the resources of the firm. KCA's capacity chart as shown in Section 4, falls below the capacity of our staff, and we are eager to use our resources for this contract.

Availability was one of the key considerations for choosing the staff proposed for this contract. All Discipline Leads are above 50% available, and our PM and Deputy PM are 80% available and ready to make this contract a priority. The availability shown in the table below demonstrates our capacity and readiness to hit the ground running at the start of any task assigned during this contract. We have multiple people available in each discipline to carry on the design should any unforeseen circumstances arise.

With all of this experience, KCA has worked with a variety of clients throughout the state. KCA takes pride in the fact that once we begin to work with a client, it establishes a longstanding relationship. We strive to learn each client's procedures and preferences and incorporate them into the design of every project assigned. This allows for streamline designs and construction with little input from the client, easing the burden on client staff. This process has led to multiple repeat clients for KCA. In fact, 90% of KCA's work comes from repeat client business.

KEY PERSONNEL AVAILABILITY

Key Team Member	Availability
Patrick Mulhearn, PE, PM	80%
Diana Ramirez, PE, Deputy PM	80%
Fathy Abdalla, Ph.D., PE, PTOE	60%
Nicole Selly, ENV SP	50%
Brannon Chatwood, PE	60%
Patrick Pieczynski, CBI	60%
Mark Bintz, PE	60%
Ryan Barker, EI	70%
Gabriel Garcia, PE	70%
Tara Spieler, PE	45%
Devon Skelton, Ph.D., PE	60%
Craig Singer, EI, RSP1	70%
Scott Samuels, PE	70%
Tom Pride	75%
Joey Avery	50%
Patrick O'Grady, CBI	50%
Guillermo Madriz, PE	25%
Stephen Cherry, PE (WGI)	65%
Eric Worrell, PE (WGI)	55%
Cheryl Callender, PLA, SITES AP (WGI)	50%
Jeremiah Slaymaker, PSM (WGI)	50%
Tony Alex, PE (ARE)	70%
James Richie, PE (WGI)	40%
Dr. Mark Gosselin, PE (INTERA)	60%
Mitchell Smith, PE (Tierra)	60%

COST ESTIMATE PROCEDURES

We are aware of the type of projects that will be assigned under this contract. Our experience completing multiple continuing contracts with FDOT and counties throughout the state and panhandle have prepared our team well to develop accurate cost estimates for any project. On smaller scope projects only small quantities of materials will be required. This often results in increased bids from the contractor. We are aware of this fact and consider it when developing accurate construction cost estimates so projects do not have to be rebid. For all projects that Patrick Mulhearn has managed since 2021, our cost estimate has averaged 15% over contractor bids. These project's construction bids have ranged from \$68,000 to \$3.25 million.

CONSTRUCTION COST SAVINGS

It is often the case that similar issues will present themselves throughout a particular area. Being aware of why these issues arise and solving the root cause will eliminate future occurrence, saving future maintenance funds for the county. Providing redundant, proven design details can also save costs by allowing a contractor to perform any tasks efficiently. Our vast experience with continuing services contracts has led to knowledge of contractor's preferred means and methods for several different types of projects. We will incorporate this knowledge in our designs to encourage more contractor bids, increasing competition and lowering costs, while reducing construction RFIs and RFMs. Additionally, the construction documents we provide are clear, concise, and easily understandable, which leads to precise bids by contractors reducing the possibility of requests for supplemental funds during construction due to additional unknown work. Our plans are also thoroughly checked during design and accurate for every project condition, which eliminates contractor claims during construction.

Proposed Project Team

The KCA team proposed for this contract was assembled specifically for this contract. We have carefully selected an ideal group of engineers with an unsurpassed level of experience with numerous task-based contracts throughout their careers. The KCA team's efficiency and performance begins with the personal involvement of our Principal-In-Charge, **Guillermo Madriz, PE**. He has 26 years of experience, currently serves as KCA's Vice President and Director of Corporate Operations, and will provide management support for this contract. He will ensure our project team has the necessary resources to serve the County's needs.

Our organizational chart is shown on the following page, and brief bios highlighting our capable key personnel proposed for this project are included throughout this section.

Management Staff/Project Leads

Patrick Mulhearn, PE, CP-2 | Role: PM; Bridge/Structures Design; Utility Coordination Lead; Public Involvement



Mr. Mulhearn will serve as PM and will oversee all aspects of work including design, planning, general engineering contract plan reviews, subconsultant activities, project schedules, and project budgets, and will be the single point of contact for Okaloosa County. He has 18 years of extensive experience leading projects on state and local roads. His experience managing projects ranges from bridge repairs and replacement to roadway reconstruction and resurfacing and all associated utility, traffic, permitting, TTCP, survey, and R/W coordination tasks. He currently manages KCA's FDOT District Three Districtwide contract and KCA's Escambia County Continuing Services contract. These contracts have provided Mr. Mulhearn with an extremely wide and diverse knowledge of all transportation-related engineering design disciplines. Due to this expertise, he will quickly provide productive answers to any design challenge that may occur during this contract.

An unparalleled staff will assist Mr. Mulhearn as shown in the organizational chart.

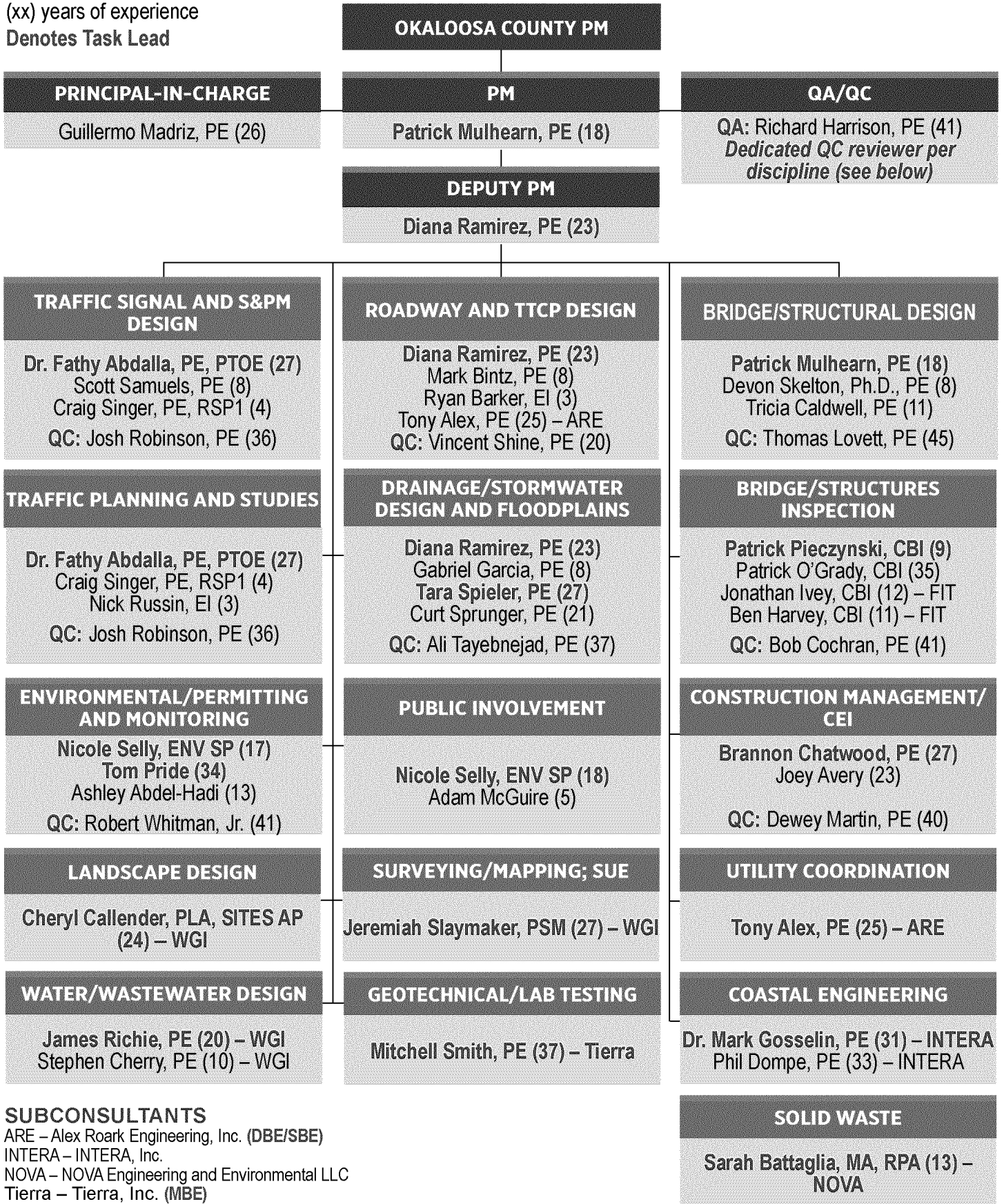
During the last four decades, KCA has established and maintained strong working partnerships with FDOT Districts Two and Three through successful project delivery and collaboration with FDOT staff. Okaloosa County can expect that same commitment of providing high-quality services under this contract.

Diana Ramirez, PE | Role: Deputy PM; Roadway, TTCP, and Drainage/Stormwater Design Lead



Ms. Ramirez has 23 years of extensive experience in transportation project management and roadway design, including design and coordination of projects for state clients and local government. **As an in-house Roadway Engineer and Team Lead for Hillsborough County, Ms. Ramirez led and performed highly technical work in the design of roadways, highway and drainage improvements, and RRR projects.** Her design experience includes all geometric aspects of interstate highways, highway widening, intersections, TTCP, drainage/stormwater design, cost estimating, interdisciplinary and interagency project coordination, as well as design report preparations, including design variations and exceptions, Pavement Design Package, RRR Reports, Typical Section package, and Design Documentation. She's also a certified EPA Stormwater Management Inspector and FDOT Advanced MOT.

(xx) years of experience
Denotes Task Lead



Note: The majority of the personnel listed on our organizational chart can provide post-design services, expert witness services, and miscellaneous engineering studies.

Nicole Selly, ENV SP | Role: Environmental/Permitting Lead

Ms. Selly has more than 18 years of experience in NEPA subject matter, including almost five years in the FDOT District Seven PD&E Section. She has been involved in development, coordination, and review of many NEPA documents, including, Type 1 Categorical Exclusions (CEs), Type 2 CEs, State Environmental Impact Reports (SEIR), and Environmental Assessment/Finding on No Significant Impacts. Ms. Selly has seven years of public involvement experience. She has served as a senior community outreach specialist providing public involvement support associated with the coordination of public hearings and public meetings, including preparation of collateral materials such as fact sheets, agendas, newspaper advertisements, PowerPoint presentations and scripts, project-specific websites, sign-in sheets and summary reports, coordinating with ADA compliance, production of project design boards and roll plots, and coordination with a court reporter to provide meeting transcripts. **Ms. Selly has provided public involvement services for several projects including Hillsborough County's Maydell Drive Bridge Replacement LAP project and the North Sarasota Multimodal Connector I-75 Overpass for Sarasota County.**



Dr. Fathy Abdalla, PE, PTOE | Role: Traffic and S&PM Design Lead

At the core of our proposed traffic staff is Dr. Abdalla, a graduate of the University of Central Florida with a doctorate degree in ITS and traffic engineering. Dr. Abdalla will be our Traffic Task Manager for this contract. He has 27 years of diversified experience in the transportation industry as Senior Traffic/Roadway Engineer/Reviewer. His experience includes traffic impact studies, traffic circulation studies, traffic simulation and modeling, intersection/interchange analysis, corridor analysis, traffic safety, S&PM design and plans preparation, and signalization design. He has prepared numerous transportation/traffic studies for FDOT and other local authorities.



Dr. Abdalla has served as Traffic Engineer for different County/City/FDOT roadway and safety design projects and traffic studies in Florida, including multi-use trails, new construction, widening, and resurfacing projects. He has more than a dozen professional publications in transportation simulation and modeling and transportation safety in different transportation journals and conferences nationwide. Dr. Abdalla currently serves as the PM for Hillsborough County's Intersection Improvements contract, City of St. Petersburg's Lead Traffic Engineer on our Transportation GEC, and PM for our Annual Miscellaneous Traffic Engineering services contract with Lee

County. He has also led all traffic-related tasks under KCA's Manatee County Professional Transportation Engineering Services contract.

Brannon Chatwood, PE | Role: Construction Administration, CEI, and Constructability Reviews

Mr. Chatwood has 27 years of experience in the industry. His experience includes serving as a Senior Project Engineer and Project Administrator. **Prior to joining KCA, Mr. Chatwood worked for FDOT District Three where he served as Midway Operations Construction Engineer, Midway Operations Project Engineer, and the District Three Professional Engineer Training Program.** He also served as a Design Support Specialist for FDOT's CO. Mr. Chatwood's career has provided him experience in construction project administration, consultant contract administration, and management of an FDOT construction office. His experience also includes the oversight of all aspects of asphalt, concrete, earthwork, drainage and structures. He is also experienced in CPM schedule reviews, preparation/participation in Disputes Review Board (DRB) hearings, negotiation and claim settlement. As the Midway Operations Center Construction Engineer, Mr. Chatwood was responsible for the leadership, development and management of Inspectors, Project Administrators and CEI PMs. Mr. Chatwood is experienced in plan review, shop drawing review, cost and time estimating, and conflict resolution.



Subconsultants

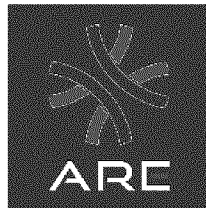
Our team consists of five subconsultants to complement KCA who are qualified to provide the technical support necessary to successfully perform the tasks envisioned under this contract. KCA has an excellent working relationship with each subconsultant on our proposed project team as we have worked with each team member in a variety of capacities and on numerous projects. These relationships have been established over many years and continue today. Their qualifications and experience are highlighted below and on the following pages. We plan to supplement our competent technical staff with specialty services provided by carefully selected, local subconsultants including the following:

- ▶▶ **ARE [DBE]** – utility coordination and design
- ▶▶ **NOVA** – solid waste
- ▶▶ **INTERA** – Coastal engineering
- ▶▶ **Tierra [MBE]** – Geotechnical/lab testing services
- ▶▶ **WGI** – Surveying/mapping, SUE, water and wastewater design, architecture, and landscaping design

ARE

ARE provides transportation engineering and planning services to both public and private clients around the State of Florida. Since 2018 ARE has been building a sense of trust and collaboration through technical excellence, innovation, and a shared vision of success with our clients and partners.

ARE designed the multi-lane widening of SR 388, including utility coordination in Bay County. Additional experience includes SR 85 from General Bond Blvd. to the east of Okaloosa County Airport. The firm is prequalified with FDOT, DBE and SBE certified with FDOT, and MBE Certified with the City of Tallahassee.

**NOVA**

Established in 1996, NOVA was originally founded to provide Geotechnical Engineering, Environmental Consulting, and Construction Materials Testing and Inspection services to the design and construction community. Currently, NOVA employs 535+ personnel in 18 offices serving clients throughout the southeastern United States and beyond. The firm currently has 20 employees available to serve in the Okaloosa County area, with more ready to serve from our seven other Florida locations.

**INTERA**

INTERA's coastal engineers are foremost experts in protecting shorelines, infrastructure, ecology, and natural resources where land meets water. The firm designs solutions to predict impacts, mitigate risk, and preserve, restore and improve complex ecosystems for the benefit of all.



INTERA has performed the following projects in or near Okaloosa County:

- ▶▶ Erosion Protection Value Engineering Study for US 98 on Okaloosa Island
- ▶▶ Mid Bay Bridge Scour Evaluation
- ▶▶ Choctawhatchee Bay Bridge Design Build
- ▶▶ West College Blvd over Turkey Creek Bridge Scour Evaluation
- ▶▶ SR85 Eglin Parkway over Garniers Bayou Bridge Scour Evaluation

Tierra

Tierra is a full-service consulting geotechnical, environmental, and construction materials testing engineering firm. Tierra was established in 1992 as a geotechnical and materials engineering firm with the intent of building upon the many years of combined experience of our founding principals. Tierra is certified as an MBE by the



Florida State Minority Supplier Development Council, Office of Supplier Diversity, City of Orlando, Osceola County, and others. The firm's staff of approximately 200 professionals includes principal engineers, staff engineers, geotechnical and construction inspectors, and technicians.

WGI

The WGI team of professionals will complement KCA's services by offering decades of expertise managing and collaborating on continuing services contracts. WGI understands the crucial needs and top priorities of supporting a CSC are meeting tight schedules, delivering quality products on time and budget, and safely and efficiently obtaining survey information while eliminating impacts to the traveling public. WGI realizes the importance of being available to work on concurrent TWOs and that the type, scale, complexity, and location of each TWO may vary.



Qualifications of Proposed Team

Ability to Perform the Scope of Work

Servicing this contract out of our Tallahassee office will allow us to respond to any meeting, emergency, post-design site review, or need to appear before the BOCC with less than a days notice.

KCA team personnel are experts in all engineering disciplines listed in the RFQ. We have over 47 years of experience providing engineering services for local and municipal clients throughout the state. The depth of KCA's experience and quality of service is reflected by the longstanding relationships we have with our clients.

KCA has highly qualified, highly capable, experienced, and registered professional engineers and technicians available to serve on this contract. All engineers responsible for the proposed work are registered PEs in Florida.

A factor that separates the KCA team is our exceptional level of experience and specific selection of team members for this contract. Our large in-house roadway, drainage/stormwater, traffic, structures, CEI, and permitting staffs will prove to be an asset for successful completion of simultaneous tasks and accelerated schedules. We have carefully selected an ideal group of engineers with an unsurpassed level of experience to work on this contract. The team members selected have experience with numerous task-based contracts throughout their careers. Our team will be available to participate in any necessary public involvement as well.

The chart on the following page lists all of the potential engineering related tasks from the RFQ along with the members of the KCA team. It provides a graphical representation of our abilities and experience as a team. Note there is an overlap in the ability of many of our team members. We view this as one of our team's best strengths as it ensures we will have the available staff and expertise to address every task assigned.

KCA Team Personnel Qualifications																	
Engineering tasks expected under this contract	Patrick Mulhearn, PE	Diana Ramirez, PE	Dr. Fathy Abdalla, PE, PTOE	Nicole Selly, ENV SP	Brannon Chatwood, PE	Patrick Pieczynski, CBI	Mark Bintz, PE	Ryan Barker, EI	Gabriel Garcia, PE	Tara Spieler, PE	Devon Skelton, Ph.D, PE	Craig Singer, PE, RSP1	Cheryl Callender, PLA (WGI)	Jeremiah Slaymaker, PSM (WGI)	James Richie, PE (WGI)	Mitchell Smith, PE (Terra)	Dr. Mark Gosselin, PE (INTERA)
Bridge/Structures Design	●										●						
Roadway/TTCP Design	●	●	●				●	●	●			●			●		
Stormwater/Drainage		●													●		
Traffic Planning and Studies; Traffic Design		●	●									●					
Structures Inspection	●					●					●						
Landscape Design													●				
Environmental/Permitting	●	●		●				●	●	●							
Water/Wastewater Design		●						●	●	●							
Geotechnical/Lab Testing																●	
S&PM	●	●	●					●				●					
Coastal Engineering																	●
SUE/Utility Coordination and Design	●										●				●		
CEI	●				●					●							
Survey														●			
Public Involvement	●			●							●						

Equipment and Modeling Services

KCA has provided engineering, inventory management, planning, permitting and inspection services to the transportation industry for the past 47 years. Over that time our staff, facilities, and equipment have grown to meet the needs of our clients and to meet or exceed industry standard practices. KCA maintains all necessary field and office equipment to provide prompt service response times to our clients. Our staff has direct access to all necessary personal protective equipment, standard and specialty inspection equipment, survey equipment and access equipment including ladders, lift trucks, and marine inspection vessels. KCA provides our employees with the latest hardware, software, and training. Our engineers and technicians have the latest versions of AutoCAD Civil 3D and Bentley MicroStation. KCA staff utilize a suite of design, modeling, and database software to ensure the most accurate design for all project tasks.

Project Control and Electronic File Sharing

KCA uses the Microsoft Direct Access system, which enables a KCA computer connected to internet to access all intranet utilities without compromising the privacy and security of the dataset. KCA adopted early on cloud-based technology for collaboration, file sharing outside KCA, storage and retrieval of its project documents without compromising the security and integrity of the data. These platforms reinforce the resiliency and security of KCA's data management system and ensures that the recent transition to remote working environment was seamless. Here are some of the platforms we have adopted:

- ▶▶ **Microsoft Teams:** KCA uses Microsoft Teams as collaboration platform for instant sharing of ideas and documents between team members, both within the office as well as remote offices and with our clients and project stakeholders in a secure manner. This platform allows KCA to host conference calls and video chats, with the ability to share our screen and enable host control, in a secure and reliable manner.
- ▶▶ **SharePoint:** This web-based collaborative platform integrates Microsoft Office applications and storage system. KCA has transitioned its file system to this web-based, cloud-hosted system to facilitate document retrieval, document version control, backup and recovery, and simultaneous collaboration within a single document. This tool allows team members to work on documents either in a web-based platform or in a Microsoft app.

- ▶▶ **ProjectWise:** KCA uses ProjectWise as project collaboration software that enhances how we manage, share, and distribute engineering project data files. ProjectWise is a full cloud-based platform that facilitates how we share, manage, and collaborate on engineering projects. By using ProjectWise, KCA strengthens its collaborative design review process, both internally and with partnering agencies, to maximize team productivity. ProjectWise enables a faster and higher quality collaboration, expedited contractual exchanges, faster information retrieval in a secure and reliable manner.

Available Software Tools for this Contract

PROJECT MANAGEMENT

- ▶▶ Deltek Vision
- ▶▶ Microsoft Power BI

PROJECT SCHEDULING

- ▶▶ Microsoft Project
- ▶▶ Primavera

CADD

- ▶▶ AutoCad Civil 3D
- ▶▶ MicroStation 3D

BRIDGE STRUCTURAL ANALYSIS

- ▶▶ Midas Civil
- ▶▶ STAAD
- ▶▶ RM

BRIDGE DESIGN – CONCRETE AND STEEL

- ▶▶ Leap Concrete
- ▶▶ Descus
- ▶▶ In House Applications
- ▶▶ Leap Steel

DEEP FOUNDATION ANALYSIS AND DESIGN

- ▶▶ FB-Multiplier
- ▶▶ In-House Applications

References and Repeat Client Business

KCA prides itself on its positive reputation with municipalities and state agencies throughout Florida. We recognize the importance of establishing a good rapport with all of our clients and maintaining a high level of communication, even after a job has been completed. In fact, many of our contracts come from repeat business. To highlight our commitment to achieve the highest level of client satisfaction, as requested, we have provided references below as required along with the contract we serviced.

CLIENT	CONTACT	SERVICES PROVIDED	YEARS OF SERVICES
ESCAMBIA COUNTY 3363 W. Park Place, Pensacola, FL 32505	Rob McCracken, PE, CPESC Escambia County Engineering Department, Construction Management Division Manager 850.516.2855 rob_mccracken@myescambia.com	Structural design and inspection; roadway, drainage, and traffic design; environmental/permitting	5 Years
LEE COUNTY 3401 Metro Parkway, Fort Myers, FL 33901	Vince Miller Project Manager 239.533.8577 vmiller@leegov.com	Roadway, traffic, structures, and drainage design; environmental/permitting; and CEI	7 years
MADISON COUNTY 2060 NE Rocky Ford Road, Madison, FL 32340	Lonnie Thigpen Roadway Department Coordinator 850.973.2156 madcoroad@madisoncountyfl.com	Construction administration and CEI services	7 years
PASCO COUNTY 5418 Sunset Road, New Port Richey, FL 34652	Panos Kontses, PE Engineering Manager 727.834.3604, ext. 1623 pkontses@pascocountyfl.net	Roadway, structures, and drainage design; environmental/permitting	15 years
CITY OF ST. PETERSBURG One 4th Street North St. Petersburg, FL 33701	Evan Birk, PE Transportation Design Manager 727.551.3499 Evan.Birk@stpete.org	Structural design and inspection; roadway, drainage, and traffic design; environmental/permitting; CEI; public involvement	20 years

SECTION 4 | PROPOSED PROJECT EXECUTION STRATEGY

Due to our extensive experience with continuing engineering contracts, we understand the relationship between the BOCC, County Public Works Department, and consultant firms. The county commissioners rely on the Public Works Department to complete projects successfully and under budget. **The County's consultant must act as an extension of the Public Works staff to successfully deliver well designed projects within the established schedule.** A majority of Okaloosa County infrastructure projects are assigned through this continuing services contract. KCA understands this, and does not take this lightly. We will act as an extension of Okaloosa County from design NTP to construction final walk-through.

Okaloosa County has three very distinct areas; the southern county densely populated coastal area, the northern county rural wooded area and central crestview, and Eglin Air Force Base. The north and south ends of the county require different infrastructure upkeep and improvements, and may require coordination with the Air Force if near Eglin's borders. The County maintains 685 miles of paved roads, 185 miles of dirt roads, and 73 bridges which range from steel and concrete culverts to timber, concrete, and steel bridges.

The current growth facing Okaloosa County will require the addition of increased infrastructure capacity and maintenance of existing infrastructure. A continuing contract is a valuable method of addressing these issues. The County will require a qualified consultant that is experienced in the execution of task based contracts which can have multiple assignments in design or construction at the same time.

Project Management Approach

Mr. Mulhearn, will be the single point of contact for the County on both technical and administrative issues. It will be his responsibility to know the status of each design discipline at all times. He will accomplish this through frequent and direct contact with Task Managers for each discipline. Mr. Mulhearn will maintain control of the project by monitoring the schedule and technical issues and by effective communication/coordination. This approach has proven successful on previous similar projects. Fundamental project processes include:

- ▶▶ Development of a project plan at the outset of the task that identifies the Task Manager and key personnel for each discipline, schedule, and scope of services
- ▶▶ Distribution of incoming correspondence to all team members assigned to the project, ensuring each individual is aware of the task issues, goals, and schedule
- ▶▶ Submittals to the County and others, such as utility owners, with copies of all documents forwarded to the lead engineers



- ▶▶ Biweekly internal progress meetings for all Task Managers in each discipline
- ▶▶ Monthly progress meetings with the County
- ▶▶ Attendance at Okaloosa County BOCC meetings as required
- ▶▶ Monthly progress reports and schedule updates
- ▶▶ Documentation of phone conversations, meetings, and field reviews concerning project issues
- ▶▶ Scheduling and moderation of team meetings to coordinate issues between the various engineers and design disciplines involved
- ▶▶ Active and responsive involvement during construction to avoid delays and resolve issues discovered during construction

Mr. Mulhearn will work closely with the County's PM and keep them informed of all critical issues. Plans will be submitted to the County for review at established project milestones, and we will respond to any comments within two weeks of receipt. A review meeting to discuss comments requiring further coordination will be held with the County and Mr. Mulhearn if needed. Additionally, KCA maintains strong relationships with FDOT, Northwest Florida Water Management District (NFWFMD), USACE, and FDEP. These well developed relationships will be invaluable in coordinating issues between the County and permitting agencies.

TECHNICAL APPROACH

This contract will require a diverse range of technical disciplines. The KCA team possesses these skills and has provided similar services to other municipal clients under previous and ongoing contracts. KCA staff will be assigned at the beginning of each task.

When a task is received, the work plan is developed based upon the unique aspects of that task. The general elements of the work plan include:

- ▶▶ Identification of project goals and objectives, construction budget, and design schedule based upon a kickoff meeting with the County’s PM
- ▶▶ A technical review of existing information
- ▶▶ Identification of additional data collection needs (utilities, survey, geotechnical, traffic data, etc.)
- ▶▶ Development of feasibility, conceptual, and final design documents and environmental permits
- ▶▶ Development of a project-specific performance schedule and budget and QA/QC plan

KCA follows a proactive approach to all projects by providing solutions to any issues that may arise during design or construction. KCA ensures responsive service by coordinating and communicating through several channels, including in-person, office phone, cell phone, Microsoft Teams, and email.

KCA is aware how important the team organization leads to successful task completion. Our proposed organizational structure is designed to:

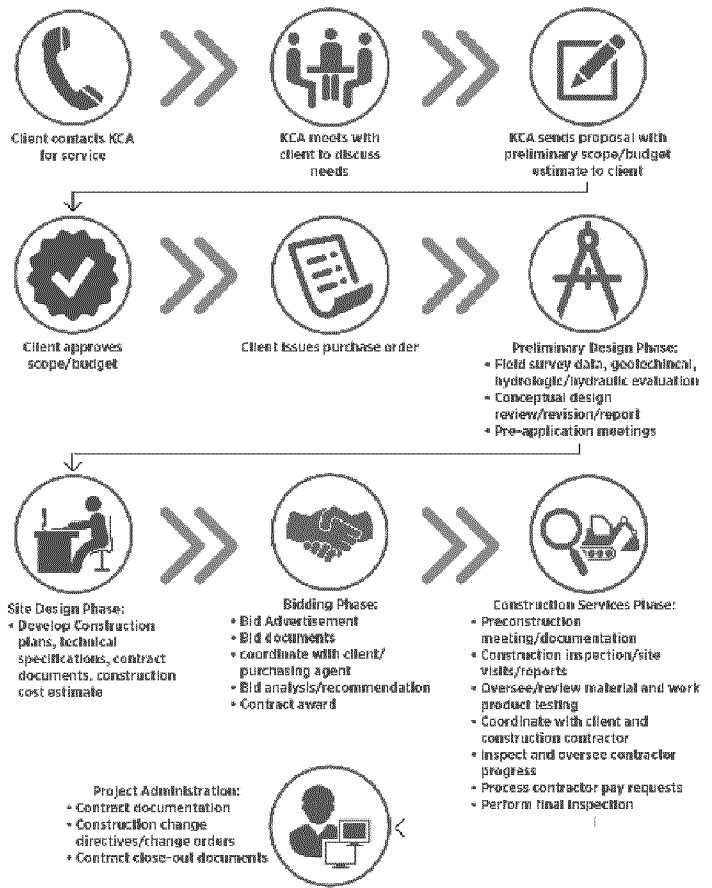
- ▶▶ Provide a redundant multidisciplinary team operating under the direction of an experienced PM.
- ▶▶ Facilitate clean and simple lines of communication, with our PM being the single point of contact for Okaloosa County.
- ▶▶ Ensure the assignment of technically skilled specialists and ask managers for each task and discipline.
- ▶▶ Provide a flexible structure to respond to changing project demands.

We are prepared to build upon our previous approach and experience with continuing contracts to provide high quality services to the County to ensure all project budget, schedule, and expectations are met.

MAINTAINING PROJECT SCHEDULES

One of the first steps to take after any task is assigned is to develop a project design schedule. This schedule will contain all critical dates for submittals, survey, geotechnical, utility coordination, and permitting. It will also contain sufficient time for County reviews of any submittal. The schedule will be developed to show the critical path for design progress. Once approved by County staff, the schedule will be updated during design to reflect the progress being made. In order to maintain the schedule we will institute several proven techniques that have been used on past continuing professional services contracts.

- ▶▶ We will hold monthly progress meetings with the Okaloosa County PM. These meetings will cover upcoming critical dates and activities, including permitting deadlines, utility coordination progress, and submittal dates. They will provide a look ahead for the



County and KCA to ensure all projects stay on schedule.

- ▶▶ Perform thorough field reviews at the beginning of each task. This is an important step in any task based contract where a majority of the work will be focused or interacting with existing components. It is extremely critical that as-built conditions are verified against the existing plans, survey and geotechnical needs are documented, constructability concerns are recognized, traffic patterns are noted, and reasons that led to any existing deficient conditions and are identified so they can be corrected. This maintains the schedule by collecting all relevant at the start of the project so design can progress without any delays waiting for re-collection.
- ▶▶ We will hold weekly internal meetings to review the schedule and progress that needs to be made to hit every critical date. This meeting will allow team members to coordinate and streamline any data needed to keep the design moving forward.
- ▶▶ Based on the complexity of the task, certain submittals can be combined. This tool is helpful for fast-tracking more common tasks without sacrificing County review time or quality.
- ▶▶ Hold a kickoff meeting with the County to completely understand the County’s goals and expectations for any assigned task. This reduces any comments during design and potential revisions required to advance to the next submittal phase.

- ▶▶ Having consistent staff will streamline the production efforts on any task assigned. Once a team begins work on a task, that same team will remain on that task until it is complete. This will ensure there are no schedule delays during project handovers. A majority of the KCA staff on the org chart have worked together for over 10 years. This is a great advantage to our KCA team.
- ▶▶ Institute an exceptional quality assurance/quality control (QA/QC) plan. KCA places an emphasis on QA/QC throughout the design process. Our thorough QC process involves the PM reviewing all documents for consistency and quality prior to their entering the QC phase. Our QA/QC process takes place throughout design and not just weeks before a submittal date. Catching constructability or consistency issues during this QC phase also reduces County review time and document revisions needed.

Coordination and Communication

KCA understands one of the most important aspects of completing a project successfully, on-time and within budget, is effective communication. KCA's project management team and support staff utilize various forms of communication to ensure quick response and detailed documentation of project issues.

Communication and coordination will begin with contact between Okaloosa County and KCA through our PM and the County's representative. Project management staff will then dictate information to the appropriate support staff assigned to the necessary TWO. External communication will be conducted via telephone, teleconference, in-person meeting, Microsoft Teams, Go-To video conferencing, or written email. Verbal communication conducted between County and KCA staff will be followed by a written confirmation of the information discussed via email. Internal communications will be conducted via the same methods as external communications, with the addition of Microsoft Teams for internal file sharing and text communication for increased project communication transparency.

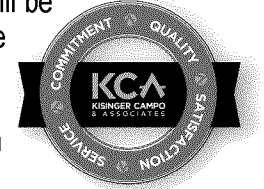
Safety Plan and Risk Management

Safety for the traveling public and all individuals working on the project is of utmost importance to KCA. We are proud of the safety record we have maintained throughout the years. Our safety policies include a systematic inspection of all structures, wearing proper safety gear, utilizing traffic safety procedures and standards, OSHA requirements for confined space entry and fall protection, and safely operating specialized under-bridge inspection devices. Our personnel participate in monthly safety meetings. We will also hold and document a daily tailgate safety meeting to discuss anticipated safety issues. KCA has always maintained a strong safety record. Employees will be equipped with and

required to wear Personal Protective Equipment (PPE) at all times, including safety toe shoes, safety glasses, hard hats, and safety vests. Hearing protection, fall protection, and life vests will be used when needed. Additionally, all field work during this contract will be conducted by a field crew composed of no less than two individuals.

QA/QC

Every deliverable to Okaloosa County will be processed through a QA/QC review. The QA/QC component of an organization is as important as the design and plans production process. Although our design professionals follow stringent internal QC processes, we believe it is critical to have senior professionals in each design discipline perform independent peer reviews to ensure delivery of a quality product.



Peer reviews focus on the technical design standards, project scope requirements, conflicts, cost, and constructability. KCA has strong company policies on quality and employee workmanship and we implement a proven five step QA/QC process on every project that emphasizes the prevention of quality problems such as errors or omissions. This QA/QC process is used to ensure that all reports, recommendations, and design developed during the project are thoroughly checked and reviewed by qualified professionals both throughout the design as well as prior to submission to the County. The plan is documented using a responsibility sign-off stamp and color-coded markups to track the checking and back-checking progress using the following steps:

1. Work is completed by an originator and checker. The checker will perform a complete and thorough check of the originator's calculations, drawings, reports, etc. When the originator and checker agree the documents are finalized, the originator will stamp that they are ready for QC.
2. All documents are reviewed by the PM for consistency, quality, and conformance to County requirements. If the documents meet the contract requirements, they are signed off on.
3. The documents are then peer reviewed by an independent senior engineer. This independent reviewer is not involved during the generation of the documents. The reviewer will make comments or green out current items and deliver to the originator.
4. The originator will review the reviewer's comments and incorporate the changes.
5. The documents are back-checked ensuring comments were incorporated and signed off on by the reviewer.

Following this QC process, KCA implements a QA where a principal of the firm will conduct a QA audit of the QC process to ensure it is complete and done properly. No

documents will be delivered to Okaloosa County without going through the complete QA/QC process. KCA will also verify all subconsultants implement a comparable QA/QC plan.

BUDGET/COST CONTROL

AVAILABILITY OF WORKLOAD

The KCA team has ample capacity to perform any tasks assigned under this contract. The organizational chart identifies our core team for this project. Additionally, Okaloosa County will have access to more than 120 total engineering staff based in our Tallahassee, Tampa, and Orlando offices. The chart below shows our Tallahassee office capacity to be above the current workload, and we are eager to use our resources for this Okaloosa County contract.

Due to Patrick Mulhearn’s 18 years of experience working on task based contracts, he is able to quickly identify project requirements and assign appropriate staff that can efficiently produce quality construction documents for each task. He is a hands-on PM and will be involved in every aspect of each task assigned. Along with the monthly progress meetings, monthly progress reports to document project progress will also be submitted.

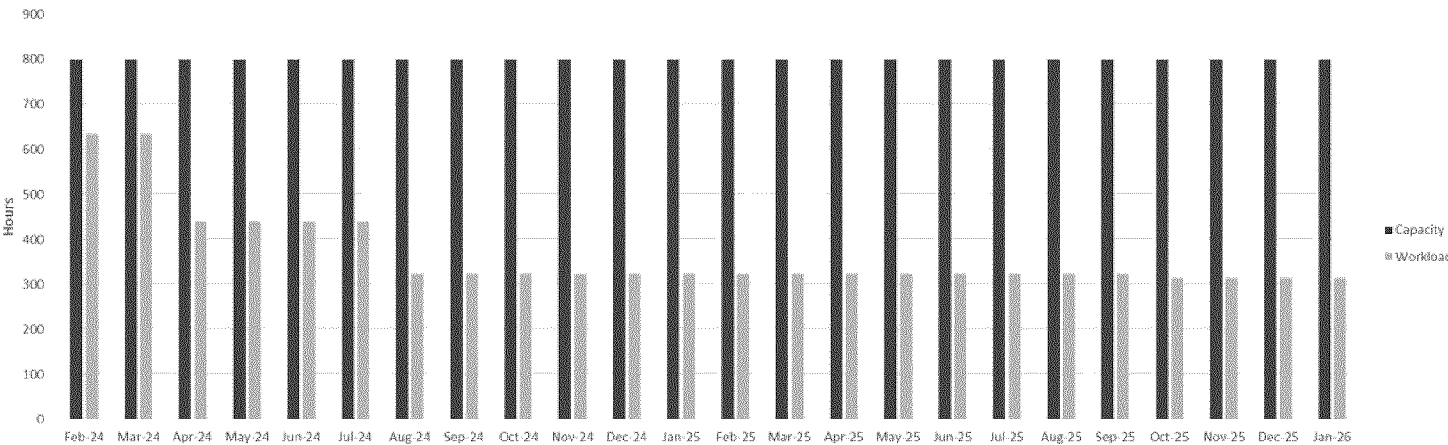
Although we will keep the County involved in all critical project communications and decisions, we will reduce Okaloosa’s management efforts in several time tested ways. All emails related to a project will contain the task number in the Subject line to make researching past decisions, meeting minutes, and other project correspondence quickly retrievable. All meetings will be followed up with documented meeting minutes. For any issue that arises, KCA will provide well-informed, fact-based recommendations that will reduce the time Okaloosa County has to take to research solutions.

ABILITY TO RESPOND WITHIN ONE BUSINESS DAY
KCA has completed 15 projects in the western panhandle within the last 5 years, and have had no issues responding to these project sites in an efficient manner. Additionally, to better serve our north Florida clients, KCA recently established an office in Tallahassee. This office location is 2 hours from the Okaloosa County offices, meaning the KCA team will be able to respond within hours of notification anywhere in the county.

Due to KCA’s and our PM’s experience working on Continuing Engineering contracts, we understand we will be required to provide on-site services for a variety of reasons, including site reviews, meetings, or BOCC appearances. We also know we may need to respond on site with very short notice for several reasons, including emergencies or site reviews during construction to resolve an issue. To ensure we are always ready to respond, key team members always carry go-bags in their vehicles for rapid response. The go-bags include all items needed for any field review or emergency, including a safety vest, hammer, measuring tape, hard hat, survey rod, level, and other essential field equipment. We have all the necessary equipment to respond to anywhere in the county as well, including 4-wheel drive vehicles, waders, and small marine vessels. Our subconsultants that will require field work are located within 2 hours as well.

The redundancy built into our team will allow for multiple levels of response as well. If our PM is unexpectedly unavailable, our Deputy PM will be able to step in and respond since she will be included during all project progress meetings. We also will always send at least two people to any field review to ensure there is always someone working on the design that reviewed the project site.

KCA Tallahassee Office 24 Month Capacity



SECTION 5 | SCHEDULE AND BUDGET

Commitment to the County Schedule and Budget

The KCA team is dedicated to delivering the highest level of service, responsiveness, and technical expertise to Okaloosa County. We have a proven record of completing TWOs on time and within budget, and we are ready to work on this contract immediately. We will take ownership of each service requested to our team and we will work until the TWO is completed.

To ensure schedules and critical deadlines are met, we will hold monthly progress meetings with Okaloosa County staff during active tasks. These meetings will provide a look ahead for the County and KCA to ensure all projects stay on schedule. Due to our PM's 18 years of experience working on task-based contracts, he can quickly identify project requirements and assign appropriate staff. Monthly progress reports will be submitted detailing project progress.

Although we will keep the County involved on all critical project communications and decisions, we can reduce Okaloosa's management efforts in several time tested ways:

- ▶▶ All emails related to a task will contain the task number in the Subject line to make researching past decisions, meeting minutes, or other project correspondence easily retrievable
- ▶▶ All meetings will be followed up with documented meeting minutes
- ▶▶ For any issues that arise, KCA will quickly provide recommendations that will keep the project moving forward

KCA, and our proposed PM, routinely handle a multitude of projects involving various disciplines, and our capable team is committed to providing the County with a quality project within any established budget and schedule.



KCA has demonstrated experience in providing quality services and delivering solutions to municipalities that provide cost savings and meet the designated timeline for over 47-years. We have assembled a team capable of providing the same level of service on this contract. We would ask that the selection staff consult our project references, and consider offering KCA the opportunity to prove the value our team can offer to Okaloosa County.

Below is information on each of the projects referenced in Section 2:

Devine Farms Road Bridge Replacement, Escambia County, FL

- ▶▶ Design on schedule for 60% submittal five months after NTP. Total nine month design schedule.
- ▶▶ Estimated Construction Cost: \$3.1 million
- ▶▶ Client contact: Amir Elshaltany, Project Coordinator, 850.595.4117; aselshaltany@myescambia.com

CR 54 (Wesley Chapel Boulevard) from N. of SR 56 to N. of Magnolia Boulevard, Pasco County, FL

- ▶▶ Ongoing Project. Schedule was extended after Pasco County received FDOT funding
- ▶▶ Estimated Construction Cost: \$51.8 million
- ▶▶ Client contact: Pasco County, Panos Kontses, PE, County Engineering Manager, 727.834.3604, ext. 1623; pkontses@pascocountyfl.net

Marcus Pointe Bridge RipRap, Escambia County, FL

- ▶▶ Design completed on schedule in 4 months.
- ▶▶ Estimated Construction Cost: \$264,000; Actual Construction Cost: \$250,000
- ▶▶ Client contact: Mark Soltero, Project Coordinator; 850.595.3738; masoltero@myescambia.com

Multi-lane Reconstruction of SR 85 from SR 123 to SR 10, FDOT D3, Okaloosa County, FL

- ▶▶ Ongoing, estimated completion January 2024
- ▶▶ Estimated Construction Cost: \$46 million
- ▶▶ Client contact: Travis Justice, PE, PM; 850.814.4692; Travis.Justice@dot.state.fl.us

South St. Sidewalk from US 41 to SR 739/Fowler St., City of Ft. Myers, FL

- ▶▶ Design and permitting completed on schedule in 12 months
- ▶▶ Estimated Construction Cost: \$780,000
- ▶▶ Client Contact: Carl Karakos, Transportation Engineer; 239.771.0483; ckarakos@cityftmyers.com

SECTION 6 | REGULATORY AND GRANT EXPERIENCE

KCA has worked extensively with the USACE Jacksonville District throughout Florida for many years as well as the Mobile District. We have obtained numerous nationwide permit authorizations and Individual 404/Section 10 permits for road and bridge projects of all sizes. We are highly knowledgeable of the USACE's permitting requirements for 404(b)(1) analyses, compensatory mitigation hierarchy, public noticing, and consultation with USFWS and NMFS under Section 7 of the Endangered Species Act.

We are aware there are several areas of critical habitat for threatened and endangered species in the County, including Gulf Sturgeon; and the Tapered Pigtoe, Fuzzy Pigtoe, Choctaw Bean, Narrow Pigtoe, and Southern Sandshell Mussel species.

KCA has recent experience working in and coordinating with Eglin Air Force Base, within the last year. We coordinated with Eglin Air Force Base on KCA's FDOT District Three SR 85 Widening project. We obtained a dig permit from the base to delineate wetlands on the proposed FDOT easement for pond sites.

KCA has also worked on numerous FEMA HMGP and CDBG grants for numerous agencies including Counties and Cities. We understand there are specific requirements such as no proprietary items for the grants as well as specific timelines. Other grant requirements can include specific document submittals such as permits, Area of Work Maps, and following appropriate ROW acquisition. We also are familiar with the FEMA Benefit Cost Analysis (BCA) 6.0 tool and damage quantification

calculation. The damage quantification spreadsheet calculates the pre versus post damage costs which include structure, contents, and displacement. Documentation utilized in the damage quantification includes National Building Cost Manual, lodging and per diem rates as well as square footage of units and reduction of flooding for each unit. This information is then utilized in the FEMA BCA to calculate the Benefit Cost Ratio (BCR). The goal is to have the BCR at or above 1. This ratio determines if the project has a positive cost ratio and will be funded for construction. The BCA utilizes numerous hazard types such as coastal, riverine flooding, and other categories. The analysis includes numerous mitigation activities such as raising a structure, drainage improvements, acquisition of land, or flood-proofing measures. Some of the projects our team has worked on include the Ten Mile Canal Flood Mitigation, Citrus Park Community Flood Mitigation, and the Naples Manor Preliminary Engineering study. The Citrus Park Community project utilized a damage quantification of over 900 units which included address, square footage, unit cost, pre and post stages for various flood events to calculate the pre and post project damages. The Benefits-Cost Summary below is from the Ten Mile Canal Flood Mitigation project in which we analyzed the canal design stage and design proposed berm improvements to reduce flooding to the adjacent community. In this project, the BCR was over 1.0 and therefore the project was approved for construction.

Benefits-Cost Summary	
Drainage Improvement @ 26.5108100; -81.8617849	
Total Standard Mitigation Benefits	\$1,036,260
Total Social Benefits	\$0
Total Mitigation Project Benefits	\$1,036,260
Total Mitigation Project Cost	\$501,220
BCR – Standard	2.07
BCR – Standard + Social	2.07

SECTION 7 | BUSINESS CREDENTIALS AND OTHER

As requested in Okaloosa County's RFQ, KCA has included the following required forms, documents, and certifications in this section:

- ▶▶ DBE/MBE Status
- ▶▶ State of Florida Corporate Licenses/FL Corporate Charter
- ▶▶ Key Personnel Professional Licenses Table
- ▶▶ FDOT Pre-qualification Letters
- ▶▶ RESPONSE DOCUMENT #1: RFQ & RESPONDENT'S ACKNOWLEDGMENT
- ▶▶ RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
- ▶▶ RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
- ▶▶ RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
- ▶▶ RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
- ▶▶ RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGMENT
- ▶▶ RESPONSE DOCUMENT #7: COMPANY DATA
- ▶▶ RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
- ▶▶ RESPONSE DOCUMENT #9: LIST OF REFERENCES
- ▶▶ RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
- ▶▶ RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
- ▶▶ RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
- ▶▶ RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
- ▶▶ RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
- ▶▶ RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE
- ▶▶ RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT
- ▶▶ RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION
- ▶▶ RESPONSE DOCUMENT #18: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above* (vendor provided form)
- ▶▶ **KCA FL SunBiz**

DBE/MBE Status

KCA is committed to using small and minority businesses on its project teams and reflects our commitment to internal diversity as well as our commitment to utilization of Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) firms.

COMMITMENT TO INTERNAL DIVERSITY

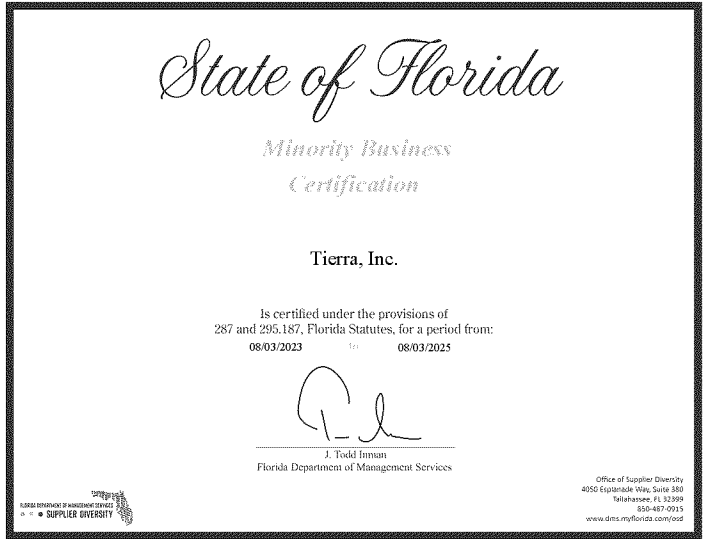
Although KCA is not an MBE, we strive to build long-term relationships with MBE and DBE firms through our work in the engineering industry. We make every effort to meet or exceed established MBE and DBE usage goals on each project we undertake. KCA recruits and promotes on an equal basis, regardless of race, color, religion, sex, sexual orientation, national origin, age, marital status, handicap/disability, or veteran status. KCA's corporate policy on equal employment opportunity and affirmative action is considered fundamental to the operation.

KCA has an established corporate philosophy that promotes fair and equitable consideration and utilization of small and minority-owned subcontractors, suppliers, or vendors, in support of all of our company programs.



COMMITMENT TO UTILIZATION OF DBE/MBE FIRMS

KCA's dedication to DBE and MBE project utilization was recognized by FDOT with the 2010 Florida Institute of Consultant Engineers award for highest DBE usage in 2009. We have developed and continually promote company policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to DBE/MBE/MWBE businesses, including working with state programs that help develop opportunities to work with DBE/MBE/MWBE businesses.

For this contract we have teamed with ARE who is a FDOT DBE-certified firm and Tierra who remains a State of Florida MBE firm.



KCA's Firm License and Corporate Charter

Log On

- Search for a Licensee
- Apply for a License
- View Application Status
- Find Exam Information
- File a Complaint
- AB&T Delinquency
- Track a Licensee's Activity
- List Search


Licensee Details

Licensee Information


Name:	KISINGER CAMPO & ASSOC., CORP. (Primary Name)
Main Address:	201 N. FRANKLIN STREET 400 TAMPA Florida 33602
County:	HILLSBOROUGH
License Mailing:	201 N. FRANKLIN STREET SUITE 400 TAMPA FL 33602
County:	HILLSBOROUGH
License Location:	201 N. FRANKLIN STREET SUITE 400 TAMPA FL 33602
County:	HILLSBOROUGH

License Information

License Type:	Registry
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Ron DeSantis, Governor

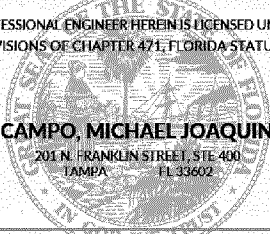


Melanie S. Griffin, Secretary

STATE OF FLORIDA


BOARD OF PROFESSIONAL ENGINEERS

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



CAMPO, MICHAEL JOAQUIN
201 N. FRANKLIN STREET, STE 400
TAMPA FL 33602

LICENSE NUMBER: PE70651
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida Department of State

I certify from the records of this office that KISINGER CAMPO & ASSOCIATES, CORP. is a corporation organized under the laws of the State of Florida, filed on June 17, 1976.

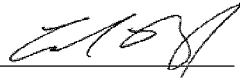
The document number of this corporation is 505419.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 20, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2023




Secretary of State

Tracking Number: 6871132928CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

KEY PERSONNEL PROFESSIONAL LICENSES

Key Team Member	License Number
Patrick Mulhearn, PE, PM	FL PE: 71456
Diana Ramirez, PE, Deputy PM	FL PE: 77426
Fathy Abdalla, Ph.D., PE, PTOE	FL PE: 63914; FL PTOE: 1578
Nicole Selly, ENV SP	ENV SP: 51773
Brannon Chatwood, PE	FL PE: 70654
Patrick Pieczynski, CBI	FL CBI: 00582
Mark Bintz, PE	FL PE: 88686
Ryan Barker, EI	FL EIT: 1100023199
Gabriel Garcia, PE	FL PE: 95445
Tara Spieler, PE	FL PE: 55333
Devon Skelton, Ph.D., PE	FL PE: 96218
Craig Singer, PE, RSP1	FL PE: 96649; RSP1: 754
Scott Samuels, PE	FL PE: 88738
Tom Pride	N/A
Joey Avery	N/A
Patrick O'Grady, CBI	FL CBI: 00274
Guillermo Madriz, PE	FL PE: 57530
Stephen Cherry, PE (WGI)	FL PE: 83268
Eric Worrell, PE (WGI)	FL PE: 70830
Cheryl Callender, PLA, SITES AP (WGI)	FL Landscape Architect: LA6667177
Jeremiah Slaymaker, PSM (WGI)	FL PSM: LS6387
Tony Alex, PE (ARE)	FL PE: 62465
James Richie, PE (WGI)	FL PE: 64778
Dr. Mark Gosselin, PE (INTERA)	FL PE: 54594
Mitchell Smith, PE (Tierra)	FL PE: 43416

KCA FDOT Pre-Qualification Letter



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 24, 2023

Paul Foley, Chief Executive Officer/President
KISINGER CAMPO & ASSOCIATES, CORP.
201 North Franklin Street, Suite 400
Tampa, Florida 33602

Dear Mr. Foley:

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
 - 4.3.1 - Complex Bridge Design - Concrete
 - 4.3.2 - Complex Bridge Design - Steel
- 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 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
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.7 - Transportation Statistics

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

Approved Rates

Home/Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
183.67%	151.47%	0.102%	Excluded	No	8.25%	14.85%*

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


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

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

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

ARE



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 28, 2022

CHARLES A ROARK
2017 CHIMNEY SWIFT HOLLOW
TALLAHASSEE, FL 32312 US

Re: Document Number L18000224387

The Articles of Amendment to the Articles of Organization for ROARK ENGINEERING, PLLC which changed its name to ALEX ROARK ENGINEERING, PLLC, a Florida limited liability company, were filed on January 28, 2022.


The certification you requested is enclosed.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Darlene Connell
Regulatory Specialist II Supervisor
Division of Corporations

Letter Number: 722A00002244

www.sunbiz.org
Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



State of Florida
Department of State


I certify from the records of this office that ROARK ENGINEERING, PLLC which changed its name to ALEX ROARK ENGINEERING, PLLC, is a limited liability company organized under the laws of the State of Florida, filed on September 20, 2018, effective September 24, 2018.

The document number of this company is L18000224387.


I further certify that said company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 13, 2021, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.


Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-eighth day of January, 2022



Laurel M. Lee
Secretary of State



CR25002 (01-11)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

June 27, 2023

Tony Alex, Presidentd
ALEX ROARK ENGINEERING, PLLC
4843 Heritage Park Boulevard
Tallahassee, Florida 32311

Dear Mr. Alex:

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

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.3 - Signalization
- Group 13 - Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics

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

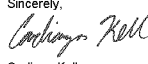
Approved Rates

Home/ Branch Overhead	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
194.48%	Reimbursed	No	0.28%

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 850-414-4587.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

2

INTERA

***State of Florida
Department of State***

I certify from the records of this office that INTERA INCORPORATED is a Texas corporation authorized to transact business in the State of Florida, qualified on August 21, 2001.

The document number of this corporation is F01000004424.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 11, 2023, and that its status is active.

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

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



Secretary of State

Tracking Number: 4193511073CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Licensee

Name:	INTERA INCORPORATED	License Number:	9062
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	11/08/2001

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
48877	Current, Active	TARA, PATRICK DAVID	Registry	03/09/2005	Professional Engineer	02/28/2025

NOVA

FDOT
Florida Department of Transportation

605 Suwannee Street
Tallahassee, FL 32399-0450

RON DESANTIS GOVERNOR JARED W. PERDUE, P.E. SECRETARY

July 14, 2023

William Lawrence, Executive Vice President
NOVA ENGINEERING & ENVIRONMENTAL LLC
17812 Ashley Drive
Panama City Beach, Florida 32413

Dear Mr. Lawrence:

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

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

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

Approved Rates						
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
159.27%	158.68%	0.625%	Reimbursed	No	5.88%	5.88%

*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.

1

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

Safety, Mobility, Innovation
www.fdot.gov

State of Florida Department of State


I certify from the records of this office that NOVA ENGINEERING AND ENVIRONMENTAL, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 23, 2007.

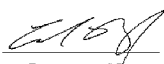
The document number of this limited liability company is M07000004372.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 10, 2023, and that its status is active.

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

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





 Secretary of State

Tracking Number: 7799952416CU

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

Tierra

State of Florida Department of State


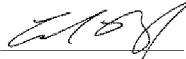
I certify from the records of this office that TIERRA, INC. is a corporation organized under the laws of the State of Florida, filed on November 20, 1992.

The document number of this corporation is P92000006561.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2023





Secretary of State

Tracking Number: 6649948489CC

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

603 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 13, 2023

Luis Mahiquez, President
TIERRA, INC.
7351 Temple Terrace Highway
Tampa, Florida 33637

Dear Mr. Mahiquez:

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
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI

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

Approved Rates							
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
147.58%	102.94%	2.133%	Reimbursed	No	9.48%	6.35%*	Yes

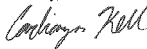
*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

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

1

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

2

WGI



Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

RON DESANTIS
GOVERNOR

JARED W. FERDIE, P.E.
SECRETARY

July 28, 2023

Kate Fontaine, VP, Administration
WGI, INC.
2035 Vista Parkway, Suite 100
West Palm Beach, Florida 33411

Dear Ms. Fontaine:

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 - Complex 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
- Group 5 - Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
 - 6.3.4 - Intelligent Transportation Systems Software Development
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization

1

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.3 - Photogrammetric Mapping
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
- Group 11 - Engineering Contract Administration and Management
- Group 13 - 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

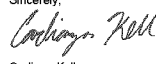
Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024,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

Approved Rates						
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
208.98%	138.52%	0.469%	Reimbursed	No	5.84%	8.40%*

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

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

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

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

2

State of Florida Department of State


I certify from the records of this office that WGI, INC. is a corporation organized under the laws of the State of Florida, filed on July 12, 1991.

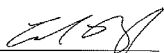
The document number of this corporation is S66593.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 3, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2023




Secretary of State

Tracking Number: 8096181842CC

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

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

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

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

RESPONSE DOCUMENT #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.

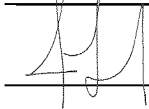
YES: _____ NO: X

NAME(S) POTISTION(S)

N/A

FIRM NAME: Kisinger Campo & Associates, Corp.

BY (PRINTED): Guillermo Madriz, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 2615 Centennial Boulevard, Suite 102

Tallahassee, FL 32308

PHONE NUMBER: 850.518.3489

E-MAIL: marketing@kcaeng.com

DATE: 11/30/2023

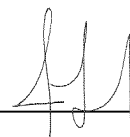
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 11/30/2023

SIGNATURE: _____



COMPANY: Kisinger Campo & Associates, Corp.

NAME: _____

Guillermo Madriz, PE

ADDRESS: 2615 Centennial Boulevard,
Suite 102

TITLE: _____

Vice President

Tallahassee, FL 32308

E-MAIL: marketing@kcaeng.com

PHONE #: 850.518.3489

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

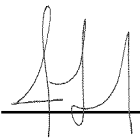
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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,  Guillermo Madriz, PE representing Kisinger Campo & Associates, Corp. on this 30th day of November 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

Signature Company Name

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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.

Kisinger Campo & Associates, Corp.



Proposer's Company Name

Authorized Signature – Manual

2615 Centennial Blvd., #102, Tallahassee, FL

Guillermo Madriz, PE

Physical Address

Authorized Signature – Typed

Same as above

Vice President

Mailing Address

Title

850.518.3489

813.871.5135

Phone Number

FAX Number

941.737.2114

941.737.2114

Cellular Number

After-Hours Number(s)

11/30/2023

Date

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFQ PW 41-23

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

ADDENDUM NO.	DATE
1	11/07/2023

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: Kisinger Campo & Associates, Corp.

Physical Address & Phone #:

2615 Centennial Boulevard,

Suite 102

Tallahassee, FL 32308

850.518.3489

Contact Person (Typed-Printed): Guillermo Madriz, PE

Phone #: 813.871.5331

Cell #: 941.737.2114

Federal ID or SS #: 59-1677145

DUNNS/SAM #: RM59NJW817W9

Respondent's License #: 2317

Additional License – Trade and Number 505419, FL Certificate of Status

Fax #: 813.871.5135

Emergency #'s After Hours,
Weekends & Holidays: 941.737.2114

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: Kisinger Campo & Associates, Corp.

Entity Address: 2615 Centennial Boulevard, Suite 102 Tallahassee, FL 32308

Sam.gov Unique Entity Identifier: RM59NJW817W9

CAGE Code: 4TSY1

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Escambia County
3363 W. Park Place, Pensacola, FL 32505

Contact Person: Rob McCracken, PE, CPESC Telephone # (850) 595.2413

*Email: rob_mccracken@myescambia.com

2. Owner's Name and Address: Lee County
3401 Metro Parkway, Fort Myers, FL 33901

Contact Person: Vince Miller Telephone # (239) 533.8577

*Email: vmiller@leegov.com

3. Owner's Name and Address: Madison County
2060 NE Rocky Ford Road, Madison, FL 32340

Contact Person: Lonnie Thigpen Telephone # (850) 973.2156

*Email: madcoroad@madisoncountyfl.com

4. Owner's Name and Address: Pasco County
5418 Sunset Road, New Port Richey, FL 34652

Contact Person: Panos Kontses, PE Telephone # (727) 834.3604, ext. 1623

*Email: pkontses@pascocountyfl.net

5. Owner's Name and Address: City of St. Petersburg
One 4th Street North St. Petersburg, FL 33701

Contract Person: Evan Birk, PE Telephone # (727) 551.3499

*Email: Evan.Birk@stpete.org

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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



Signature of Contractor's Authorized Official

Guillermo Madriz, PE
Vice President

Name and Title of Contractor's Authorized Official

11/30/2023

Date

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

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

1. This sworn statement is submitted for Okaloosa County
2. This sworn statement is submitted by Kisinger Campo & Associates, Corp. whose business address is: 201 N. Franklin St., #400, Tampa, FL 33602 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: 59-1677145
3. My name is Guillermo Madriz, PE 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.]

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: 11/30/2023 Signature: _____

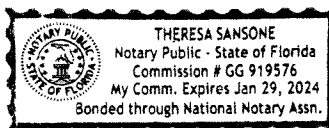
STATE OF: Florida

COUNTY OF: Hillsborough

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 30th day of November, in the year 2023.

My commission expires: 01/29/2024

Notary Public



Theresa Sansone

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.

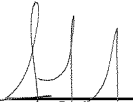
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

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

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

Guillermo Madriz, PE, Vice President

Printed Name and Title of Authorized Representative



Signature

11/30/2023

Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Kisinger Campo & Associates, Corp., 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: 11/30/2023

SIGNATURE:  _____

COMPANY: Kisinger Campo & Associates, Corp.

NAME: Guillermo Madriz, PE

(Typed or Printed)

ADDRESS: 2615 Centennial Boulevard,

TITLE: Vice President

Suite 102

E-MAIL: marketing@kcaeng.com

Tallahassee, FL 32308

PHONE NO.: 850.518.3489

GRANT FUNDED CLAUSES

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

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

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

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

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

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

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

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

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

utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their 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 disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /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 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before

performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

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

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

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

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

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

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-

232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

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

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

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

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

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

Standard Contract Clauses Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

American Rescue Plan Contract Clauses

Federal regulations applicable to this contract include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this contract.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- iv. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- v. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- vi. Generally applicable federal environmental laws and regulations.

PUBLICATIONS

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [**Okaloosa County Board of County Commissioners**] by the U.S. Department of the Treasury.”

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), contractors should adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS REQUIREMENTS & ACT OF 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee 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 (42 U.S.C. § 2000d et seq., 78 stat. 252), 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;

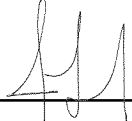
The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The Vice President, Guillermo Madriz, on behalf of Kisinger Campo & Associates, Corp. 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.

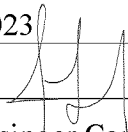
DATE: 11/30/2023 SIGNATURE: 
COMPANY: Kisinger Campo & Associates, Corp. NAME: Guillermo Madriz, PE
ADDRESS: 2615 Centennial Boulevard, TITLE: Vice President
Suite 102
Tallahassee, FL 32308
E-MAIL: marketing@kcaeng.com
PHONE NO.: 850.518.3489

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: 07/24/2023
SIGNATURE: 
COMPANY: Kisinger Campo & Associates, Corp.
NAME: Guillermo Madriz, PE
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: _____

RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever.**
Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Kisinger Campo & Associates, Corp.
Company Name

2615 Centennial Boulevard,
Address

Suite 102 Tallahassee, FL 32308
Address

850.518.3489
Phone #

59-1677145
Federal ID # or SS #

Date Submitted: 11/30/2023


Authorized Signature – Manual

Guillermo Madriz, PE
Authorized Signature – Typed

Vice President
Title

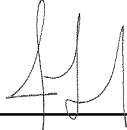
813.871.5135
Fax #

RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	<u>11/30/2023</u>	SIGNATURE:	
COMPANY:	<u>Kisinger Campo & Associates, Corp.</u>	NAME:	<u>Guillermo Madriz, PE</u>
ADDRESS:	<u>2615 Centennial Boulevard,</u>		<u>(TYPED OR PRINTED)</u>
	<u>Suite 102</u>		
	<u>Tallahassee, FL 32308</u>	TITLE:	<u>Vice President</u>
PHONE #:	<u>850.518.3489</u>	E-MAIL:	<u>marketing@kcaeng.com</u>

KCA SunBiz**2023 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT**

DOCUMENT# 505419

Entity Name: KISINGER CAMPO & ASSOCIATES, CORP.**Current Principal Place of Business:**ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
TAMPA, FL 33602**Current Mailing Address:**ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
TAMPA, FL 33602**FEI Number:** 59-1677145**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**GOLD, AARON JESQ
202 S. ROME AVE
SUITE 100
TAMPA, FL 33606 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

Officer/Director Detail :

Title OFFICER, CHAIRMAN, SR VP
Name CAMPO, MICHAEL J
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, PRESIDENT, CEO
Name FOLEY, PAUL G.
Address 201 N. FRANKLIN STREET, SUITE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, SR. VP, SECRETARY,
TREASURER, CFO
Name GOTT, RONALD E
Address 201 N. FRANKLIN STREET, SUITE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, SR VP
Name SHAW, THOMAS
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, SR VP
Name MARTIN, GEORGE DEWEY
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, SR VP
Name MCGUCKEN, STEPHEN
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, VP
Name HARRISON, RICHARD
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, VP
Name O'GRADY, PATRICK
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602

Continues on page 2*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 an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.***SIGNATURE: RONALD GOTT****CFO****01/26/2023**

Electronic Signature of Signing Officer/Director Detail

Date

KCA SunBiz

Officer/Director Detail Continued :

Title OFFICER, VP
Name MADRIZ, GUILLERMO
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602

Title OFFICER, VP
Name CULLUM, SAMUEL
Address ONE TAMPA CITY CENTER
201 N FRANKLIN STREET, STE 400
City-State-Zip: TAMPA FL 33602