

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2024

Contract/Lease Control #: C24-3972-PW

Procurement#: RFQ PW 81-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: NEEL-SCHAFFER, INC.

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

C24-3972-PW

#110E11 ✓

Procurement/Contract/Lease Number: Neel-Schaffer, Inc. Tracking Number: 5058-24

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

1. GREATER THAN \$100,000

Department #: Varies

2. GREATER THAN \$50,000

Account #: Varies

3. \$50,000 OR LESS

Amount: Per Task Order

Department: PW Dept. Monitor Name: Autrey

Purchasing Review

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

Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____

Required: Yes ___ No X

Date: _____

Grants Coordinator – Suzanne Ulloa

Risk Management Review

Approved as written: _____

See Attached Email Date: 2/28/2024

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

County Attorney Review

Approved as written: _____

See Attached Email Date: 2/28/2024

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

Department Funding Review

Approved as written: _____

Date: _____

IT Review (if applicable)

Approved as written: _____

Date: _____

Amber Hammonds

From: Odessa Cooper-Pool
Sent: Wednesday, February 28, 2024 11:19 AM
To: Amber Hammonds
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: Urgent - Neel-Schaffer, Inc. - #11 of 11
Attachments: Neel-Schaffer_Inc-Contract_Final.pdf

Hello Amber,

The contract for Neel-Schaffer, Inc 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: Wednesday, February 28, 2024 9:27 AM
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 - Neel-Schaffer, Inc. - #11 of 11

Good morning 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.
Neel-Schaffer, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #11 of 11
We would like to get this contract on one of the March BCC Meetings.

We are only missing #4 of 11 at this point.

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!](#)



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.

Amber Hammonds

From: Lynn Hoshihara
Sent: Wednesday, February 28, 2024 11:04 AM
To: Amber Hammonds; Jacqueline Matichuk; Kerry Parsons; Odessa Cooper-Pool
Subject: Re: Urgent - Neel-Schaffer, Inc. - #11 of 11

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: Amber Hammonds
Sent: Wednesday, February 28, 2024 10:26:33 AM
To: Jacqueline Matichuk; Kerry Parsons; Lynn Hoshihara; Odessa Cooper-Pool
Subject: Urgent - Neel-Schaffer, Inc. - #11 of 11

Good morning 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.
Neel-Schaffer, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #11 of 11
We would like to get this contract on one of the March BCC Meetings.

We are only missing #4 of 11 at this point.

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!](#)



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.

Amber Hammonds

From: Chris Sellers <chris.sellers@neel-schaffer.com>
Sent: Wednesday, March 6, 2024 7:43 AM
To: Amber Hammonds
Subject: Re: !The final change was made to contract for RFQ PW 81-23!

Good morning,

We are in receipt of your message, and we acknowledge all the changes made to the contract for RFQ PW 81-23. Please let me know if you have any other questions or concerns.

Best Wishes,

Chris Sellers, P.E.
East Region Manager
Executive Vice President



Neel-Schaffer, Inc.
2 Perimeter Park South, Suite 230 East, Birmingham, AL 35243
Office: 205.397.3800
Direct: 205.912.8547
Mobile: 205.531.7025
www.neel-schaffer.com



Neel-Schaffer, Inc. Confidentiality Note:

Information contained in this message along with any attachment(s) may be confidential and protected by legal privilege. This message is meant solely for the use of the individual(s) to whom it is addressed. Viewing or the use of information and attachment(s) within this message without the expressed permission of Neel-Schaffer, Inc. is prohibited. If you are not the intended recipient of this message, Neel-Schaffer, Inc. requests you take immediate action to notify the sender of the error and that you delete this message and all attachments without modifying, copying or distributing its content.

From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Wednesday, March 6, 2024 6:16 AM
Subject: !The final change was made to contract for RFQ PW 81-23!

You don't often get email from ahammonds@myokaloosa.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning all –

If you are receiving this email your firm has already signed the contract for RFQ PW 81-23. We need you to respond to this email to confirm you understand changes were made to the contract. Please respond to this email with "We acknowledge all the changes made to the contract for RFQ PW 81-23." We were hoping to get the contracts on the March 12, 2024 BCC Meeting and the deadline is today at 12:00PM. If we receive all 11 contracts back signed or (in your case) acknowledging the changes by the deadline, we will make the 3/12/24 Meeting. After speaking with the Legal & Risk Management Departments, we have made one final change to the contract. I have highlighted all the changes since your firm signed the contract.

The final change was made to Section 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."

The following was sent by DeRita Mason on Friday 3/1/24:
We made a few changes to the contract after you had signed. A few consultants requested some minor changes and we wanted to make those changes to all contracts. Since you have signed, I was able to make those changes and keep them signed. The following changes have been made to the contract:
Section 12.1.2-we changed Class X to Class VII
Section 12.8.1-we changed it to match the language 5.4
Section 13.8.1-we added (and in the locale) after similar services at the time

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

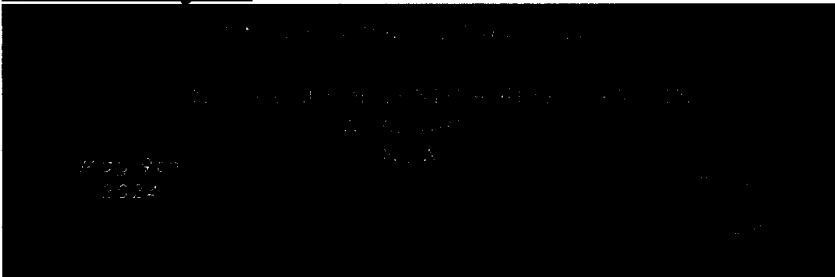


Upcoming Events:

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!](#)



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.



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

Halff 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 Neel-Schaffer, Inc.
Contract ID: C24-3972-PW

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 Neel-Schaffer, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 896 Main Street, Chipley, FL 32428.

RECITALS

WHEREAS, COUNTY 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: C24-3972-PW
NEEL-SCHAFFER, INC.
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

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

13.3.1.3 Courtesy copy to:

<u>Contracts & Leases Coordinator</u>
<u>Okaloosa County Purchasing Department</u>
<u>5479A Old Bethel Road</u>
<u>Crestview, FL 32536</u>
<u>Fax: 850-689-5998</u>

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

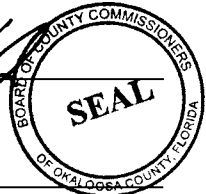
15.1. Execution Authority. This AGREEMENT is a valid and authorized undertaking of the COUNTY and CONSULTANT. The representatives of the COUNTY and CONSULTANT who have signed below have been authorized to do so.

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

Neel-Schaffer, Inc.

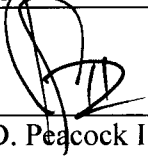
By: 
Paul Mixon

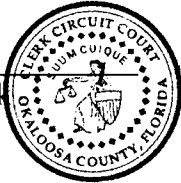



Title: Chairman

By: 

Title: Executive Vice President

Attested: 
J.D. Peacock II, Clerk



Witness 1: 

Witness 2: 

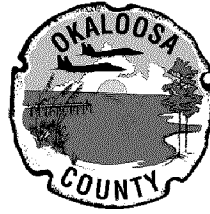
***** END *****

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

Neel-Schaffer, Inc.

FULLY LOADED HOURLY BILLING RATES		
Classification	Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
Neel-Schaffer, Inc (Prime Consultant)		
Project Director	\$ 230.00	\$ 245.00
QC Manager	\$ 215.00	\$ 230.00
Sr. Project Manager	\$ 215.00	\$ 230.00
Sr. Engineer	\$ 215.00	\$ 230.00
Project Engineer	\$ 165.00	\$ 175.00
Engineer Intern	\$ 125.00	\$ 135.00
Graduate Engineer	\$ 100.00	\$ 110.00
Sr. Engineering Technician	\$ 120.00	\$ 130.00
Engineering Technician	\$ 105.00	\$ 115.00
Sr. Environmental Manager	\$ 215.00	\$ 230.00
Environmental Scientist	\$ 155.00	\$ 165.00
Sr. Structural Engineer	\$ 215.00	\$ 230.00
Structural Engineer	\$ 135.00	\$ 150.00
Construction Services Manager / Sr. Project Engineer	\$ 212.00	\$ 222.00
Project Administrator	\$ 147.00	\$ 158.00
Contract Support Specialist	\$ 105.00	\$ 115.00
Sr. Inspector	\$ 89.00	\$ 100.00
Inspector	\$ 78.00	\$ 88.00
Inspector Aide	\$ 52.00	\$ 60.00
Accounting Assistant	\$ 85.00	\$ 95.00
Public Information Officer (PIO)	\$ 125.00	\$ 135.00
Administrative Assistant	\$ 85.00	\$ 95.00
Student Intern	\$ 58.00	\$ 65.00
Graphics Designer	\$ 110.00	\$ 120.00
Subconsultant: add name followed by the (services they will provide) then classifications underneath		
CDFL (Architectural Services)		
Senior Principal	\$ 260.00	\$ 260.00
Principal	\$ 235.00	\$ 235.00
Associate A/E	\$ 150.00	\$ 150.00
Senior Designer	\$ 150.00	\$ 150.00
Architect	\$ 135.00	\$ 135.00
Engineer	\$ 135.00	\$ 135.00
Accountant	\$ 120.00	\$ 120.00
Landscape Architect	\$ 135.00	\$ 135.00
Construction Administration	\$ 95.00	\$ 95.00
Interior Designer	\$ 95.00	\$ 95.00
Senior Technical Specialist	\$ 115.00	\$ 115.00
Intern Architect	\$ 85.00	\$ 85.00
Engineer-In-Training	\$ 95.00	\$ 95.00
Technical Specialist	\$ 80.00	\$ 80.00
Intern Landscape Architect	\$ 80.00	\$ 80.00
Senior Administrative	\$ 80.00	\$ 80.00
Marketing Business Development Manager	\$ 80.00	\$ 80.00
Graphics	\$ 80.00	\$ 80.00
Administrative	\$ 65.00	\$ 65.00
Hayes Consulting Services, LLC (ROW Services)		
Acquisition Agent Home	\$ 151.67	\$ 166.84
Project Manager 3 Home	\$ 219.08	\$ 240.99
Relocation Agent Home	\$ 151.67	\$ 166.84
Secretary/Clerical Home	\$ 84.26	\$ 92.67
Senior Acquisition Agent Home	\$ 185.37	\$ 203.91
Senior Relocation Agent Home	\$ 185.37	\$ 203.91

Required Response Documents



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 Neel-Schaffer, Inc.

MAILING ADDRESS 896 Main Street

CITY, STATE, ZIP Chipley, Florida 32428

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

TELEPHONE NUMBER: 850.600.0024 EXT: _____ FAX: _____

EMAIL: chris.sellers@neel-schaffer.com

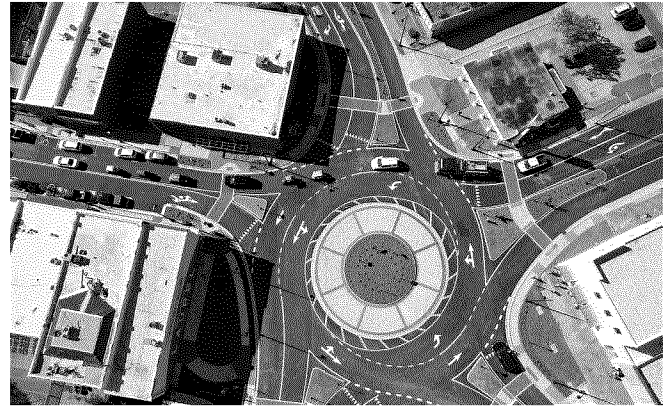
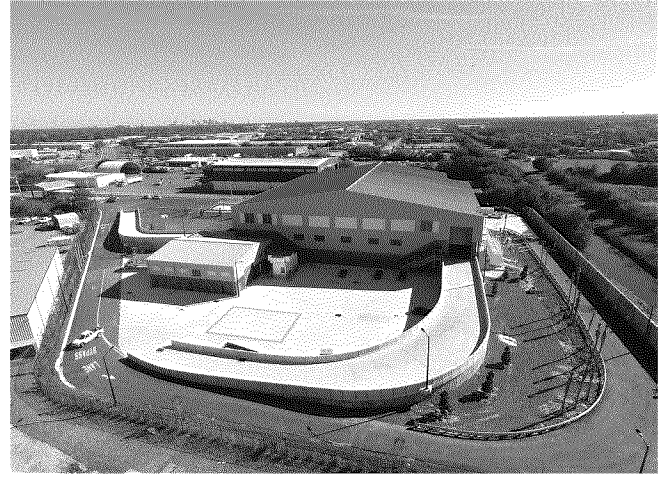
I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO APROPOSAL BY ALL TERMS AND CONDITIONS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

AUTHORIZED SIGNATURE: *Chris T. Sellers* PRINTED NAME: Chris T. Sellers

TITLE: Senior Vice President DATE: 11/27/23

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





STATEMENT OF QUALIFICATIONS

GENERAL ENGINEERING AND PROFESSIONAL SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS | RFQ# PW 81-23

November 30, 2023



Project Director

Chris Sellers, PE

chris.sellers@neel-schaffer.com

Mobile: 205.531.7025



NEEL-SCHAFFER

November 30, 2023

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

RE: RFQ PW 81-23 - General Engineering and Professional Services for Okaloosa County Public Works

Dear Selection Committee:

Neel-Schaffer, Inc. (NSI) is pleased to submit our proposal to provide **General Engineering and Professional Services for RFQ PW 81-23**. We appreciate the opportunity to assist the Okaloosa County Public Works Department in continuing their successful infrastructure program.

As Project Director I have carefully assembled a team to respond to any task order or assignment. We are especially proficient in executing On-Call, Task Order type work, under budget. Our custom-designed team is based on anticipated task orders from the project types given in the RFQ. In addition, we have reviewed all 66 Task Orders issued on the existing contract to ensure all previous items are covered. We have addressed specifics in our attached proposal.

Our lead office for this contract will be our Chipley, FL office. NSI is an employee owned firm with 37 offices in the southeastern United States, including offices in Tallahassee, Chipley, and Maitland, Florida. We have served the state of Florida for many years and just celebrated our 40th year of business. One of our most important core principles is client satisfaction. The majority of our business is repetitive business.

For many years we have enjoyed great working relationships with key members of the Okaloosa County Public Works Department. We look forward to the possibility of working with them and the entire Okaloosa County organization in executing this contract.

Our goal is to ensure that we make the County successful in the completion of these projects, not just our particular part. We fully expect to exceed County expectations with our performance.

Sincerely,

NEEL-SCHAFFER, INC.

Christopher Todd Sellers
 Senior Vice President/Project Director

engineers | planners | surveyors | environmental scientists | landscape architects

P: 850.600.0024

896 Main Street
 Chipley, FL 32428

www.neel-schaffer.com



2 | PAST RECORD

Past Performance

Through 40 years of handling a thoroughly diverse mix of projects, our staff has become highly skilled in the various aspects of transportation, structural, civil/site, water/wastewater, traffic, parks and recreation, drainage/stormwater, and coastal projects.

Demonstrated below and on the following pages we invite you to review a sampling of our past performance on similar size and scoped projects to those included in this contract.

FDOT SR 285 IMPROVEMENTS | *District 3, Okaloosa County, FL*

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

PROJECT OWNER: Florida Department of Transportation (FDOT)

PROJECT COMPLETION: January 2023

KEY PROFESSIONALS: David Freni, PE, Project Manager; Bryan Brannon, PE Lead Roadway Design Engineer

STANDARDS GOVERNING PROJECT: Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook); Florida Department of Transportation Design Manual (FDM); Florida Department of Transportation Standard Specifications for Road and Bridge Construction; Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System; AASHTO Policy for Geometric Design of Highways and Streets.

ENVIRONMENTAL PERMITTING:N/A

GRANT FUNDING SECURED/MANAGED BY TEAM: N/A



2 | PAST RECORD (Cont.)

FDOT, TRAFFIC SAFETY STUDIES, TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS SUPPORT | FDOT

Neel-Schaffer (NS) provides staff to serve as on-site/embedded consultant support to the Traffic Operations and Traffic Safety divisions at FDOT District One headquarters in Bartow, Florida. Staff provides services in the areas of Safety, Transportation Systems Management and Operations (TSMO), and Traffic Studies. Services provided to District One include:



- Review of traffic safety issues (including detailed crash analyses) and identify projects that can be modified to incorporate changes within the District's Work Program
- Develop plans for intersection and signing/pavement marking improvements in response to local community requests and to safety concerns identified by the traffic team
- Manage and coordinate the District's Connected Vehicle program. Goals to be achieved include safety improvements using advanced video detection technologies, transit signal priority using connected vehicle infrastructure, and improved traffic safety and coordination using Advanced Traffic Signal Performance Measure (ATSPM) deployment.
- Perform response as needed for damage assessment and reporting during major weather events, such as Hurricane Ian in Fall 2022. Support primarily consisted of in-office support for detailed damage inspection reports, logging damage data within FDOT's ArcGIS tools, and preparing significant lessons learned summaries to ensure the District is even more ready for the next storm.
- In kicking off the Safety services, our planners, graphic designers, and engineers improved the coordination with and progress of the 11 Community Traffic Safety Teams in the District. NS developed a format for virtual public meetings using Google Projects to show specific issues in a map-based format and use Street View to show specific site locations.

PROJECT OWNER: FDOT District 1

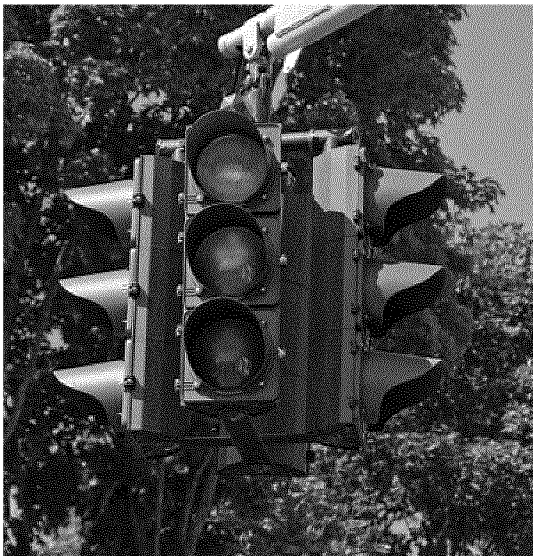
PROJECT COMPLETION: Ongoing

KEY PROFESSIONALS: Dan Preslar, PE, PMP, Senior Project Manager (TSMO); Scott Castro, EI, Traffic Engineer (Safety); Daniel Vasquez, EI, Traffic Engineer (Signing and Pavement Marking)

STANDARDS GOVERNING PROJECT: Multiple standards apply to the work performed by this team, including FDOT Standard Plans, FDOT Standard Specifications, FDOT Design Manual, FDOT Traffic Engineering Manual, and the FHWA Manual on Uniform Traffic Control Devices.

ENVIRONMENTAL PERMITTING: N/A

GRANT FUNDING SECURED/MANAGED BY TEAM: None at this time, applications are pending.



STATEMENT OF QUALIFICATIONS TO PROVIDE

General Engineering and Professional Services for Okaloosa County Public Works | RFQ # PW 81-23

2 | PAST RECORD (Cont.)

GDOT ON-CALL SPECIAL DRAINAGE STUDIES (2014-2019)(2017-2021)(2020-2025) | Statewide

Neel-Schaffer has successfully completed a variety of multi-phase on-call task orders related to drainage, flooding, and roadway hydraulics throughout the State of Georgia. These diverse projects included system wide improvements resulting in pedestrian redesign of large corridors. Our scope has included the disciplines of roadway design, structures, traffic studies, and planning. Neel-Schaffer is currently serving our third consecutive contract term. Current project budget: \$5M

Drainage Study Task Orders Assigned (2014-2023)	Field Investigation	Roadway Flooding Remediation	Drainage Design	Property/Stream Flooding Remediation	Roadway Design	H&H Modeling or Detention Analysis	ESPC or MS4 Coord./ Design	Legal Assistance	Section 408 Permitting	FEMA Floodplain Compliance	Geotechnical Coordination	Geotechnical / Structural Design	Environmental Coord. /Mitigation	Junction Box Failure	Sinkhole Remediation	Embankment Failure
I-20 Fulton	X	X	X	X			X					X	X			
SR 100 Haralson	X	X	X	X		X										X
I-20/I-520 Richmond	X	X		X		X		X		X						
SR 101 Floyd	X								X	X		X				
SR 52 Dawson	X		X	X		X	X			X						
SR 155 Dekalb	X	X	X	X	X	X		X		X			X			
SR 156 Gordon	X						X						X			
SR 135 Lanier	X	X	X	X		X										
SR 144 Tattnall	X	X	X	X		X										
US 301 Bulloch	X	X	X	X		X										
I-20/75/85 Fulton	X	X	X	X			X					X	X			
SR 5 Fannin										X						
SR 1 Chattooga	X	X	X	X	X	X				X						
SR 377 Sumter	X	X	X	X												
SR 151 Catoosa	X	X	X	X												
SR 54 Clayton	X			X		X		X		X	X					
SR 138 Henry	X					X		X								
SR 54 Fayette	X		X		X		X			X				X	X	
SR 166 Douglas										X						
US 27/SR1 Carroll	X	X	X	X		X										
I-75/Inside Dr./Fulton	X					X						X		X	X	
SR 146 Catoosa	X		X		X	X				X						
SR 61/US 411 Murray	X	X	X	X	X	X				X						
SR 2/US76 Rabun	X		X		X		X					X				X
SR 520 Stewart	X		X		X		X					X				X
SR 30 Chatham	X	X	X	X	X	X	X			X		X			X	
SR 41 Meriwether	X	X	X	X												

PROJECT OWNER: Georgia Department of Transportation (GDOT)

PROJECT COMPLETION: Ongoing

KEY PROFESSIONALS: Brent Story, PE, Project Manager; Mike Phillips, PE, CFM, Hydraulic/Hydrology Lead, Michael Cooper, Hydraulic Design, Jennifer Peace, PE, Road Design Lead

STANDARDS GOVERNING PROJECT: Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook); Florida Department of Transportation Design Manual (FDM); Florida Department of Transportation Standard Specifications for Road and Bridge Construction; Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System; AASHTO Policy for Geometric Design of Highways and Streets.

ENVIRONMENTAL PERMITTING: Provided USACE permitting when required by project.

GRANT FUNDING SECURED/MANAGED BY TEAM: N/A



STATEMENT OF QUALIFICATIONS TO PROVIDE

General Engineering and Professional Services for Okaloosa County Public Works | RFQ # PW 81-23

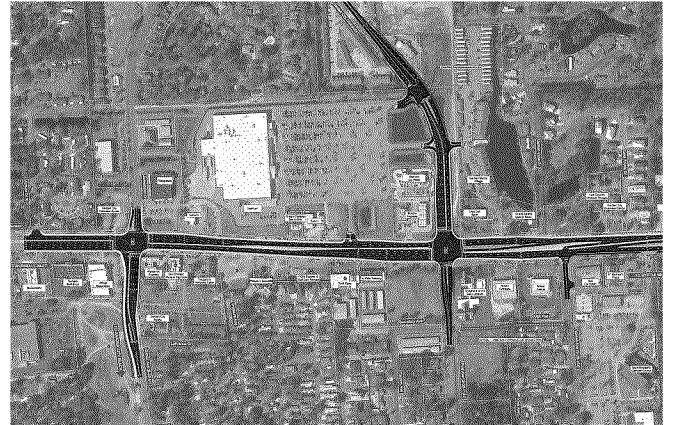
2 | PAST RECORD (Cont.)

SCDOT US 17 BUSINESS INTERSECTION IMPROVEMENTS | Garden City, SC

Neel-Schaffer is providing roadway design and a wide variety of other services for this ongoing 2-mile beach corridor project along the busy US 17 Business corridor to resolve beach traffic congestion and increase safety by realigning intersecting roadways, adding additional turn lanes, adding C&G and closed drainage systems throughout, and reducing conflict points along US 17 Business in Garden City Beach, SC.

The project involves 2 miles of corridor and improvements at four intersections:

- US 17 Business and Inlet Square Boulevard/Mt. Gilead Road
- US 17 Business and Atlantic Avenue
- US 17 Business and Garden City Connector
- US 17 Business and Tadlock Drive

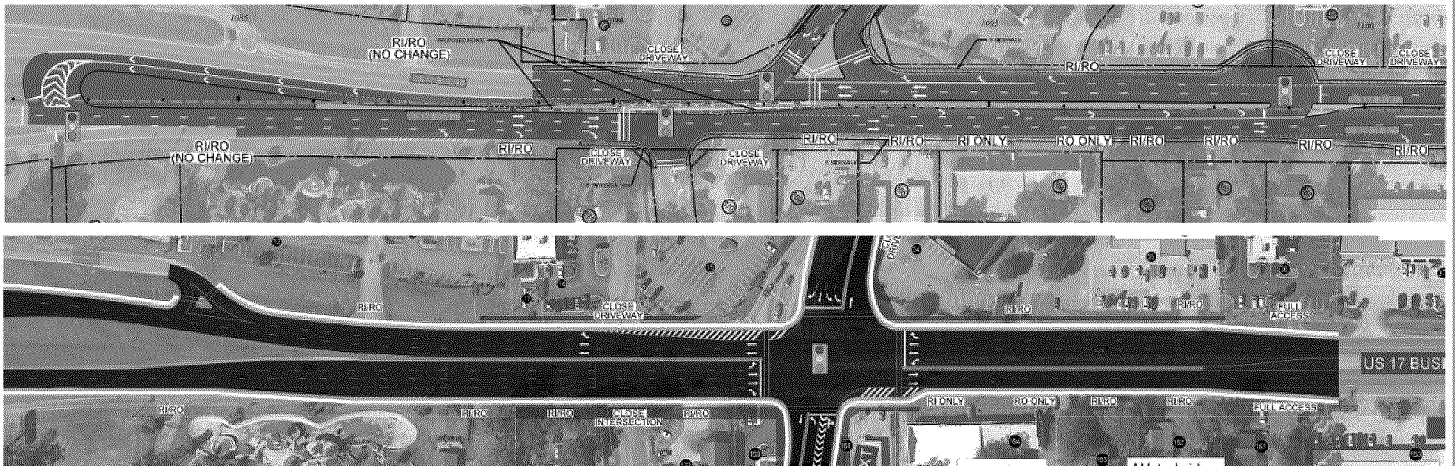


It will involve utilizing innovative techniques for eliminating split phasing and offset intersections to successfully improve traffic flow and enhance safety by reducing conflict points and allowing each intersection to operate more efficiently.

In addition to roadway design, other services being provided by Neel-Schaffer for this \$19.8 million project include hydrology and hydraulic design, retaining wall design, project management, and the management of surveys/mapping, NEPA/ permitting/mitigation, geotechnical investigations, and acquisition of right-of-way.

"Neel-Schaffer has been very responsive during the preliminary stages of this project. They have addressed any request made by SCDOT/Horry County in a very timely fashion. (NS has)..been very responsive to any request made to them and Neel-Schaffer has done a great job at delivering the RW Plans on time."

~Stacey Johnson, PE, SCDOT Program Manager



PROJECT OWNER: SCDOT/Horry County SC

PROJECT COMPLETION: Ongoing

KEY PROFESSIONALS: Mike Phillips, PE, CFM, Stormwater Design, Melanie Nguyen, PE, Stormwater Design, Greg Judy, Traffic Engineering and QA/QC

STANDARDS GOVERNING PROJECT: AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book), SCDOT Standard Drawings, SCDOT Standard Specifications for Highway Construction, SCDOT Roadway Design Manual ; SCDOT's Road Design Reference Material for Consultants Prepared Plans, SCDOT's Plan Preparation Guide, SCDOT Instruction Bulletins, SCDOT Engineering Directive Memo (EDM) as appropriate; and SCDOT Highway Design Manual.

ENVIRONMENTAL PERMITTING: USACE 404 Permit

GRANT FUNDING SECURED/MANAGED BY TEAM: N/A



STATEMENT OF QUALIFICATIONS TO PROVIDE

General Engineering and Professional Services for Okaloosa County Public Works | RFQ # PW 81-23

2 | PAST RECORD (Cont.)

CEI OF LAP BRIDGE REPLACEMENT OF DAWSON ROAD OVER PRITCHETT MILL CREEK | *Escambia County, FL*

Neel-Schaffer performed as Prime Consultant for the Construction Engineering and Inspection for this contract, which the safety improvements consisted of the replacement of Dawson Road over Pritchett Mill Creek Bridge, existing Bridge Number 484046. The project is located in northern Escambia County between US 29 and the Escambia River, a few miles south of Century. The existing functionally obsolete 60'-6" long x 25'-6" wide bridge carries two lanes of traffic. The proposed 76'-0" long x 36'-8" wide replacement bridge will also carry two lanes of traffic. The bridge will be a three-span continuous flat slab concrete structure. Associated roadway improvements on Dawson Road include approximately 270 feet of roadway replacement, curb and gutter, guardrail improvements, and grading for ditches. The project will require utility coordination, working near existing utilities and the relocation of a 3-inch water line and providing conduit for a 3/4-inch gas main to be relocated by others. Work will be performed under a General Permit from the Florida Department of Environmental Protection (FDEP) and Nationwide Permit (NWP) from the Army Corp of Engineers Traffic control included closing Dawson Road for the duration of the project. Approximate Cost: \$1.8M

PROJECT OWNER: FDOT

PROJECT COMPLETION: November 2023

KEY PROFESSIONALS: Craig Wyatt, PE, Project Manager; John Reynolds Project Administrator; David Leber, Senior Bridge Inspector

STANDARDS GOVERNING PROJECT: Florida Department of Transportation, FY 2022-2023 standard plans for road and bridge construction and applicable interim revisions (IRS). Standard plans for road construction and associated IRS Florida Department of Transportation, July 2021 standard specifications for road and bridge construction standard plans for bridge construction: 630-010 conduit details – embedded; 521-427 traffic railing - (36" single slope); 458-110 expansion joint system - poured joint with backer rod; 455-024 24" square prestressed concrete pile; 455-001 square prestressed concrete piles - typical details & notes; 415-001 bar bending details (steel); d20920 approach slabs (20 ft) (flexible pavement approaches) lap division 1 specifications (class a,b,c) (rev 4-22-21) (7-21); construction checklist specification from the Florida Department of Transportation; MUTCD.

ENVIRONMENTAL PERMITTING: Environmental permitting was handled through the designer and contractor.

GRANT FUNDING SECURED/MANAGED BY TEAM: The project had Local, State and Federal funds, through the Local Agency Program (LAP).



2 | PAST RECORD (Cont.)

ADDITIONAL PUBLIC WORKS ON-CALL CONTRACTS //

Neel-Schaffer has successfully managed and completed numerous projects for many on-call engineering services contracts with similar scopes (including minor road design and stormwater design) in the state of Florida. Below is a sampling of our projects.

CLIENT	Civil Site	Roadway Design	Minor Bridges	Traffic /Traffic Studies	Stormwater Management	Erosion Control	Pedestrian Improvements	Environmental /Permitting	Utilities (Water/Wastewater)	Parks & Recreation	Facilities/Facilities Mgmt.	Grants	Planning	Multimodal	Solid Waste	CEI
Bay County FL - Continuing Engineering Services	●	●	●		●	●		●	●						●	●
Escambia County FL - Continuing Engineering Services	●	●	●	●	●	●	●	●	●	●		●	●	●		●
Town of Lady Lake FL - Continuing Engineering Services					●	●	●	●	●	●	●		●			●
City of Mount Dora FL - Continuing Engineering Services				●						●		●		●		
City of Sanford FL - Continuing Engineering Services				●	●	●	●				●	●	●	●		
City of DeBary FL - Continuing Engineering Services	●	●			●			●			●					●
City of Orange City, FL - Continuing CEI Services for Grant-Funded Projects					●	●	●		●							●
City of Maitland, FL - Continuing Engineering Services	●	●		●												
City of Oviedo, FL - Continuing Engineering Services		●		●												
City of West Melbourne, FL - Continuing Engineering Services	●			●												●
Orange County Utilities, FL - Continuing Utilities Services Contract									●							●
Seminole Tribe of Florida - Continuing Engineering Services	●	●		●	●			●	●							
Central FL Zoo - Ongoing Services			●		●		●	●	●	●						
City of Deltona, FL - Continuing Engineering Services				●									●			
Town of Eatonville, FL - Continuing Engineering Services	●								●		●					
Brevard County, FL - Continuing Solid Waste Management Services								●							●	●
Orange County, FL - Continuing Solid Waste Management Services								●							●	●
Lake County, FL - Continuing Solid Waste Management Services								●							●	●
Volusia County, FL - Continuing Engineering Services								●							●	●



STATEMENT OF QUALIFICATIONS TO PROVIDE

General Engineering and Professional Services for Okaloosa County Public Works | RFQ # PW 81-23

3 | FIRMS QUALIFICATIONS

FIRM'S REPUTATION AND COMPETENCE \ \

Neel-Schaffer is a multi-disciplined engineering, planning and construction management firm that was founded in 1983 and today is one of the largest private, employee-owned engineering firms in the South, operating out of 38 offices across nine states.

We offer services across Florida through our offices in Chipley, Tallahassee and Maitland.

Our Core Disciplines Include:

Transportation: *Roads & Highways, Transportation Planning, Traffic, Aviation, Bicycle & Pedestrian Facilities, Bridges, Lighting, Maritime, Railroad, and Signage*

Water: *Water Resources, Hydraulics & Hydrology, Coastal Science & Engineering, Storm Water Management, Wastewater Treatment & Collection, Water Treatment & Distribution*

Civil/Site: *Site Development, Electrical Engineering, Landscape Architecture, Recreational, Structural, Telecommunications*

Environmental Services: *Brownfield Assessment & Redevelopment, Environmental Permitting & Compliance, Natural Resources & NEPA Compliance, Phase I & II Environmental Site Assessments, Solid Waste, Underground/Aboveground Storage Tank Management*

Support Services: *Construction Engineering & Inspection, Emergency Management, Geotechnical Engineering, Surveying, Urban Planning*

Company founders Hibbett Neel and Gorman Schaffer were committed to building a successful firm with a philosophy of improving the quality of life through service to the community. This belief, coupled with a desire to provide the finest engineering expertise, has helped to set Neel-Schaffer apart and is the underlying strength of the company today.

AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT AND FACILITIES \ \

Neel-Schaffer's proposed team includes seasoned engineers/professionals who offer immediate availability on this project. With more than 600 employees, including over 200 PEs, our employees are committed to this contract and are ready to mobilize. Our team has proven experience allowing us to quickly adapt and respond to schedules, time frames, and other project constraints. Our FL team has access to the resources of the entire company, with 37 offices in nine states. We believe having multiple offices throughout the region increases our ability to distribute assignments, manage workload & more effectively collaborate with County personnel.

The NSI team will work as an extension of Okaloosa County. We will rely on our combined strengths from our past experiences and work toward needed solutions to deliver the best project results possible. Our team is knowledgeable in FDOT policies/procedures and has provided outstanding service on similar projects. Our combined expertise within the team will ensure that projects assigned through this contract will be delivered on-time and within budget.

CEI Equipment

Neel-Schaffer owns and properly maintains the equipment necessary to perform all facets of CEI inspections. We **verify and calibrate our own equipment routinely on a schedule** so that it can be relied on to produce accurate field results. Additionally, Neel-Schaffer holds Radioactive Materials Licenses for nuclear density gauges in multiple states. Each of our inspectors has a CEI equipped truck with all necessary equipment, safety lights, laptop and mobile office supplies. **A Sampling of Our Equipment includes:** Pressure Meters, Slump Cones, Proctor Molds, Speedy Moisture Testers, Scales, Nuclear Gauges, Levels and Grade Rods, Thermometers, Laptop computers, Miscellaneous hand tools.



3 | FIRMS QUALIFICATIONS (Cont.)

Florida Facilities

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

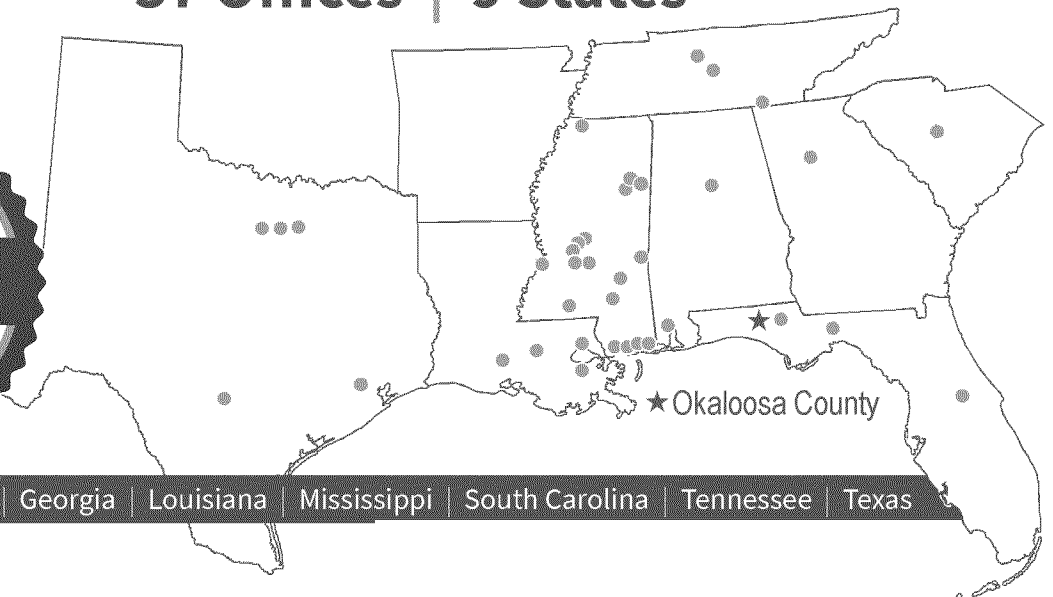
Neel-Schaffer, Inc.
 3301 Thomasville Road, Suite 201
 Tallahassee, FL 32308

Neel-Schaffer, Inc.
 2301 Lucien Way, Suite 300
 Maitland, FL 32751

In addition to these facilities, Neel-Schaffer has 34 additional offices in the South.



37 Offices | 9 States



Alabama | Arkansas | Florida | Georgia | Louisiana | Mississippi | South Carolina | Tennessee | Texas



3 FIRMS QUALIFICATIONS (Cont.)

ORGANIZATIONAL CHART ||



POINT OF CONTACT
 Chris Sellers, PE (NS)
 Project Director
 chris.sellers@neel-schaffer.com
 Mobile: 205.531.7025



PROJECT DIRECTOR
 Chris Sellers, PE (NS)

DESIGN
 Brent Story, PE* (NS)
 Lance Taylor, PE (NS)
 Alicia Rudolph, PE (NS)

CONSTRUCTABILITY REVIEWS
 Tom Turner, PE* (NS)
 Graham Legate, PE*, DBIA (NS)

QA/QC

CLIENT LIAISON
 Dick Burleson, PE (NS)

SAFETY DIRECTOR
 Matt Stevenson (NS)

LEGEND

Key Team Leader

■ DBE/SBE Firm

TEAM MEMBERS

NS Neel-Schaffer, Inc.
 SG Snelgrove Surveying & Mapping ■
 WGI Wantmon Group, Inc.
 H Hayes Consulting Services ■
 EGS Engineering Geotechnical Specialists
 CDFL Cooke Douglas Farr Lemons Architects + Engineers
 CDOS Carpe Diem Community Solutions ■

ENGINEERING

DESIGN PM
 David Freni, PE (NS)
Roadway Design

Bryan Brannon, PE (NS)
 Jennifer Peace, PE, DBIA (NS)
 Emily Doucet, PE (NS)
 Jeffrey Schutzenhofer, PE (NS)
 Sam Griffin (NS)

EROSION CONTROL
 Jeffrey Schutzenhofer, PE (NS)
 David MacLean, PE* (NS)

STRUCTURAL DESIGN
BRIDGE/GULVERT/WALL/ DRAINAGE STRUCTURES DESIGN
 Daniel Mundie, PE, SE (NS)
 Justin Wood, PE, DBIA* (NS)
 Jeff Walters, PE, Assoc. DBIA (NS)
 Shambhavi Mishra, EI (NS)

FACILITIES
 Matt Keeney, PE (NS)
 Tim Meyer, PE (NS)

CEI PM
 Craig Wyatt, PE (NS)
 John Reynolds (NS)
 Joey Mastro (NS)
 David Leber (NS)
 Kyle Lewis (NS)
 Brayden Rutschmeier (NS)
 Christian Curry (NS)
 Cahli Maslarczyk (NS)

CPW/CONSTRUCTION SCHEDULE REVIEWS
 Graham Legate, PE*, DBIA (NS)

DESIGN-BUILD
 Jeff Walters, PE, Assoc. DBIA (NS)
 Matt Lifsey, PE, DBIA (NS)

STORMWATER

PROJECT MANAGER
 Michael Cooper, PE (NS)
 Mike Phillips, PE, CFM* (NS)
 Josh Hughes, PE (NS)
 Melanie Nguyen, PE* (NS)
 Sarah McEwen, PE*, CFM (NS)
 Kris Ford, EI (NS)
 Daniel Saliba, PE* (NS)
 Valeria Hernandez, PE* (NS)

COASTAL
 Glenn Ledet, PE* (NS)
 Sahar Haddadian, PhD, EIT, CFM, WEDG (NS)

TRAFFIC

PROJECT MANAGER
 Dan Preslar, PE, PMP (NS)
 Shane Bergin, PE, PTOE, PTP, RSP, (NS)
 Greg Judy, PE, PTOE (NS)

SIGNALIZATION
 Scott Castro, EI (NS)
 Daniel Vasquez, EI (NS)

ITS
 Said El Said, PE, PhD (NS)
 Dan Preslar, PE, PMP (NS)

WASTE SERVICES

PROJECT MANAGER
 Joe Margio, PE (NS)

SOLID WASTE
 Ron Beladi, PE (NS)
 John Less, PE (NS)

WATER/WASTEWATER
 Steve Cockerham, PE (NS)
 Kirby Latham, PE (NS)
 Phillip Guin, PE (NS)

ENVIRONMENTAL/PERMITTING

Buddy Covington (NS)
 Bob Porter, PE (NS)
 Susan McConnell (EGS)

PUBLIC INVOLVEMENT/PLANNING
 Becky Rogers, PE, PTP, RSP, (NS)
 Vijay Kunada, PE*, PTOE, PTP (NS)
 Bonnie Cramer (NS)
 Lynn Cherry (CDOS) ■

GRANTS/FUNDING
 Bonnie Cramer (NS)
 David Bowman, PE* (NS)

UTILITY COORDINATION

Steve Cockerham, PE (NS)
 Phillip Guin, PE (NS)

SUE
 Jeremiah Slaymaker, PSM (WGI)

GEOTECHNICAL
 Thomas Hayden, PE (EGS)

SURVEY
 Paul Snelgrove, PSM (SG) ■
 Marsha Hayes (H) ■

PARKS & RECREATION/ LANDSCAPE ARCHITECTURE

Russ Bryan, ASLA (NS)
 Austin Lovitt, ASLA (NS)
 Oliver Prieus, ASLA (NS)
 Paige Thornton (NS)
 John Cameron, PE (NS)
 Chris Trebisky, PE* (NS)

ARCHITECTURAL

David Burnet, AIA, LEED-AP, BD+C (CDFL)
 Jackie Hardin, AIA (CDFL)

*Florida PE License Pending

3 | FIRMS QUALIFICATIONS (Cont.)

CHRIS SELLERS, PE | *Project Director* **REGISTRATIONS**

Professional Engineer:
Florida 76419, Alabama
26346; Georgia 29975; South
Carolina 28390;

EDUCATION

Bachelor of Civil Engineering,
Auburn University, 1999

PROFESSIONAL HISTORY

Mr. Sellers is Neel-Schaffer's Vice President over the firm's Alabama, Georgia, and South Carolina operations. He has design and management experience in roadway design and wastewater engineering. He has managed multiple DOT roadway design projects (including document preparation and inspection services), as well as roadway projects for various counties and cities. Mr. Sellers managed Neel-Schaffer's study and design of ALDOT's Northern Beltline new roadway in Birmingham. He is experienced in all aspects of DOT roadway design, including administrative and procedural requirements.

Through experience, sound engineering guidance, and continuing education courses, Mr. Sellers has developed a firm foundation of knowledge in the field of roadway design, stormwater design, and wastewater collection and disposal.

RELATED EXPERIENCE

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

SR 8 (I-10), FDOT District 3, Holmes County, FL: Principal In Charge. Neel-Schaffer performed as Prime Consultant for 8.3 miles of 3R design improvements along this limited access highway facility from the Walton County line to the Choctawhatchee River bridge. The project includes pavement corrections, minor drainage analysis, utility coordination, widening of ramp lanes at the SR 81 interchange, resurfacing of the Ponce de Leon rest area, and replacing guardrail at the approaches to CR 181 and CR 181A bridge overpasses.

FEMA Dirt Road Paving Projects, Washington County, FL: Principal In Charge. Washington County was severely impacted by Hurricane Michael in October 2018 and received funding from FEMA to improve/pave dozens of unpaved/dirt roads located throughout the county. Neel-Schaffer, as a subconsultant provided design support on these road paving projects. From June 2021 through September 2021, we received task work orders to design 13 roads totaling 18 miles. The designs were completed within 3 months and let to construction in October 2021. The construction cost for the projects was \$7M.

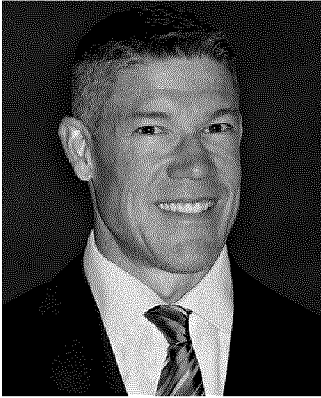
Manual on Uniform Traffic Control Devices, Statewide Curve Signing and Compliance Assessment, FDOT Central Office: Provided Quality Control for this project overseeing data collection, sign inventory, curve analysis, and plans production QC for a statewide assessment of compliance with Manual on Uniform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

CR 389 Resurfacing & Widening; Bay County, FL: Principal In Charge for the widening and resurfacing of County Road 389 in Lynn Haven. This \$1.25 million project consists of approximately 1,100 feet of road widening, 19,500 SY of 3" asphalt milling, 18,000 SY of 1.5" asphalt milling, 1,600 tons of Structural Course asphalt, 3,200 tons of fiber reinforced FC-9.5 asphalt Friction Course, as well as sidewalk installations per ADA standards, pipe liner, closed flume inlets, traffic loops, performance turf, and all appropriate pavement markings and thermoplastic painting required to meet FDOT standards.

ALDOT Transportation Support Services Statewide, Alabama: Program Manager. Neel-Schaffer has been selected to provide services for ALDOT design and transportation services on the statewide on-call services list for the past 20+ years and has completed numerous projects under the agreements. Assignments have included preparing roadway plans and providing other requested preconstruction, administrative and general services activities on-call, on a statewide basis, for ALDOT. The projects may include, but not be limited to, resurfacing, safety, intersection improvements, signal design, lighting design, intelligent transportation system (ITS) design, preliminary bridge design, bridge design, bridge inspection, environmental studies and, when needed, emergency projects, and portions of projects such as traffic control plan (TCP), erosion control plan (ECP), hydraulic design, project review, and traffic engineering studies.



3 | FIRMS QUALIFICATIONS (Cont.)

DAVID FRENI, PE | *Project Manager - Engineering Design* **REGISTRATIONS**

Professional Engineer: FL
51367; GA 036535

EDUCATION

Bachelor of Science, Civil
Engineering, University of
Florida, 1992

CERTIFICATIONS

Advanced Maintenance of
Traffic Qualification

Qualified Stormwater
Management Inspector

PROFESSIONAL HISTORY

Mr. Freni serves as a Senior Project Manager and has 29 years of transportation and site development engineering experience. He has served as the Project Manager or Engineer of Record for numerous transportation design and PD&E projects throughout northwest Florida for FDOT 3, the City of Tallahassee, and Blueprint2000 Intergovernmental Agency.

David has led design for the new construction, reconstruction, and/or rehabilitation of city streets, intersections, urban and rural arterials, expressways, interchanges, and multi-use trails. His roadway design expertise includes geometric design, traffic control planning, specification development, environmental permitting, and construction staging.

RELATED EXPERIENCE

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

SR 8 (I-10), FDOT District 3, Holmes County, FL: Project Manager. Neel-Schaffer performed as Prime Consultant for 8.3 miles of 3R design improvements along this limited access highway facility from the Walton County line to the Choctawhatchee River bridge. The project includes pavement corrections, minor drainage analysis, utility coordination, widening of ramp lanes at the SR 81 interchange, resurfacing of the Ponce de Leon rest area, and replacing guardrail at the approaches to CR 181 and CR 181A bridge overpasses.

SR 61/SR 63 Improvements, Tallahassee, FL: Project Manager and Engineer of Record for this FDOT District 3 project that involved 3R improvements for a major urban

and a major rural multilane arterial roadway in Leon County, 2.2 miles of SR 61 (US 27) and 2.6 miles of SR 63. The project included pavement corrections, minor drainage improvements, ADA improvements, signalization and lighting upgrades, and new turn lanes and access management improvements.

SR 10 and SR 261 Improvements, Tallahassee, FL:

Project Manager and Engineer of Record for this FDOT District 3 project. Design of 3R improvements for two major urban multilane arterial roadways, 2.3 miles of SR 10 (US 90) and 2.7 miles of SR 261 (US 319). These projects included access management and ADA improvements, signalization upgrades, new turn lanes requiring additional right-of-way, and design of buffered bicycle lanes.

SR 87 Widening, Santa Rosa County, FL: Project Manager and Engineer of Record. FDOT District 3 project. Design of widening the existing 2-lane rural roadway to a 4-lane divided rural roadway for a distance of 2.5 miles and constructing a new 4-lane bypass for the remaining 3 miles in Santa Rosa County. Project limits stretched from CR 178 to SR 4. The project involved numerous alignment constraints, including wetlands, cemeteries, residents, and businesses.

SR 61 (US 319) Improvements, Leon County, FL:

Served as Project Manager and Engineer of Record for this FDOT District 3 project. Design of 3R improvements along 8 miles of high-speed rural 4-lane roadway in Leon County, from Timberwolf Crossing to the Georgia line. This project is on the Florida Intrastate Highway System (FIHS) and the Strategic Intermodal System (SIS) and required numerous design improvements to meet cross slope and horizontal clearance criteria.

CR 388 (West Bay Parkway) PD&E Studies, Bay and Walton Counties, FL:

Served as Project Manager and Engineer of Record for FDOT District 3 project. This was two PD&E studies for a proposed new 12-mile roadway corridor (Environmental Assessment) and its extension of CR 388 on new alignment (approximately 15 miles) from US 98 in Walton County to SR 77 in Bay County.

SR 30 (US 98) Relocation, Opportunity Florida, Gulf County:

Project Manager and Engineer of Record. Project included the design and construction of new/relocated 3.5 miles of 2-lane rural roadway around WindMark Beach in Gulf County, from Dixie Bell Curve to St. Joe Beach. The project included a new bridge over Chickenhouse Branch, new pedestrian and golf-cart tunnel, stormwater treatment ponds, and alignment constraints due to wetlands and protected species.



3 | FIRMS QUALIFICATIONS (Cont.)

BRYAN BRANNON, PE | *Roadway Engineer* **REGISTRATIONS**

Professional Engineer: FL
81287

CERTIFICATIONS

FDOT Advanced
Maintenance of Traffic

EDUCATION

Bachelor of Science, Civil
Engineering, Florida State
University, 2012

Associate of Arts, Business
Management, Chipola
College, 1995

PROFESSIONAL HISTORY

Mr. Brannon joined Neel-Schaffer in 2021 and serves as a Roadway Design Engineer based in Tallahassee, FL.

Bryan has 21 years of experience in the engineering field, including 20 with the Florida Department of Transportation, where his duties ranged from CAD Drafter and CAD Support Technician early in his career to Roadway Designer and Geotechnical Engineer after obtaining his Professional Engineer license.

After leaving FDOT, Bryan worked for one year as a Traffic Engineer for the Walton County (FL) Planning and Development office. His projects ranged from reviewing traffic analyses for new developments and serving as project manager for the County's GoWal transit system.

RELATED EXPERIENCE

Interstate 10 Mill and Resurfacing, Washington County, FL: Project Manager and Lead Roadway Design Engineer. This project included mill and resurfacing of I-10, from the Choctawhatchee River to the Holmes County Line. Included on and off ramps and guardrail improvements.

36th Street Bridge Replacement, Bay County, FL: Project Manager, co-Roadway Design Engineer. The project included replacing the 36th Street Bayou Bridge No. 466001, plus mill and resurfacing of approaches in Bay County. Also included were utility relocations and the design of a new, permanent off-site detour connecting the project to a public boat ramp.

SR 727 Turn Lane, Escambia County, FL: Lead Roadway Designer. This project included a turn lane addition and replacement of a cross-drain.

US 90 Mill and Resurfacing, Okaloosa County, FL: Project Manager and QC. This project included two mill and resurfacing projects in Okaloosa County, with drainage improvements and ADA upgrades. The project limits were 1/2-mile west of SR 85 to the Shoal River Bridge, and west of the shoal River Bridge to the Walton County line.

SR 727 Mill and Resurfacing, Escambia County, FL: Co-Designer. Mill and resurfacing project for SR 727 (Fairfield Drive), from the Gulf Beach Highway to Bruce Street.

SR 85 Mill and Resurfacing, Okaloosa County, FL: Co-Designer. Mill and resurfacing project for SR 85 (Ferdon Boulevard), from Brock Avenue to US 90.

SR 83 (US 331) Safety Improvement, Walton County, FL: Co-Designer. Safety project that added flashing beacons at the intersection of SR 83 and Rockhill Road.

SR 81 Safety Improvement, Holmes County, FL: Co-Designer. Safety project that added flashing beacons at the intersection of SR 81 and SR 2.

SR 30 (US 98) Mill and Resurfacing, Santa Rosa County, FL: Co-Designer. Mill and resurfacing project, from the entrance to the Gulf Breeze Zoo to the Okaloosa county line.

SR 71 Mill and Resurfacing, Jackson County, FL: Co-Designer. Mill and resurfacing project from 5th Ave to the Alabama state line.

County Line Road Bridge Replacement, Bay County, FL: Lead Roadway Designer. This project included replacing Bridge No. 534148 over Buckhorn Creek and new construction of the bridge approaches.

CR 65D Bridge Replacement, Gadsden County, FL: Lead Roadway Designer. This project included replacing Bridge No. 500050 over Telogia Creek and milling and resurfacing the bridge approaches.



3 | FIRMS QUALIFICATIONS (Cont.)

CRAIG WYATT, PE | *Project Manager - CEI***REGISTRATIONS**

Professional Engineer: FL
92035

EDUCATION

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

CERTIFICATIONS

See list below, and *Section 7*
for detailed certification
information.

PROFESSIONAL HISTORY

Mr. Wyatt joined Neel-Schaffer in 2019 and has more than 20 years of experience in transportation engineering and inspection of state DOT construction projects. His areas of expertise include construction management and inspection, concrete and asphalt pavement design, roadway design, paving operations, and project management. He worked as a Maintenance Engineer and Construction Resident Engineer for the Kentucky Transportation Cabinet from 2006 to 2018. Craig has also worked as a Construction Superintendent for Rogers Group Paving Company from 2018 to 2019.

Certifications

- *FDOT CEI Project Administrator*
- *FDOT CEI QC Manager*
- *FDEP Stormwater, Erosion, and Sedimentation Control Inspector Tiers I & II*
- *FDOT CEI Asphalt Paving Technician - Level 1 & Level 2*
- *FDOT CEI Earthwork Construction Inspection – Level 1 & Level 2*
- *FDOT CEI Final Estimates – Level 1 and Level 2*
- *FDOT MOT Advanced Certification*
- *ACI Level I*
- *FDOT Concrete Field Inspector Level 1*
- *IMSA Signal Technician Level I & IMSA Signal Inspector Level I*
- *FDOT Pile Driving Course Completion*
- *FDOT Drilled Shaft Inspection Course Completion*
- *OSHA 10-hour Safety Certifications*

RELATED EXPERIENCE

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

CR 389 Resurfacing & Widening; Bay County, FL:

Performed as Project Manager for the widening and resurfacing of County Road 389 in Lynn Haven. This \$1.25 million project consists of approximately 1,100 feet of road widening, 19,500 SY of 3" asphalt milling, 18,000 SY of 1.5" asphalt milling, 1,600 tons of Structural Course asphalt, 3,200 tons of fiber reinforced FC-9.5 asphalt Friction Course, as well as sidewalk installations per ADA standards, pipe liner, closed flume inlets, traffic loops, performance turf, and all appropriate pavement markings and thermoplastic painting required to meet FDOT standards.

SR 59 CEI Resurfacing, Baldwin County, AL:

Performed duties as a Level 2 Inspector for ALDOT in 2020 for the 5-lane planing and resurfacing of 6 miles on SR 59 in Gulf Shores, AL. Project including 25,000 tons of planing and resurfacing, traffic signal loops, guardrail replacement, and striping. Project cost - \$2.9 million.

SR 181 CEI Resurfacing, Baldwin County, AL:

Performed duties as a Level 2 Inspector for ALDOT in 2020 for the 2-lane widening, milling and resurfacing of 7 miles on SR 181 in Fairhope, AL. Project including 9,500 tons of milling & resurfacing, 3,500 tons of asphalt for roadway widening, drainage pipe improvements, traffic signal loops, guardrail replacement, and striping. Project cost - \$1.6 million.

Experience Prior to Neel-Schaffer:

Rogers Group, Inc. - Western Kentucky Construction Division: Paving Construction Superintendent 2018-2019. Craig was in charge of construction engineering, subcontractor scheduling and daily paving operations for company paving crews to ensure projects were constructed within the standard specifications of KYTC.

- **New section of U.S. 641 between Marion and Fredonia, KY:** Grade and drain project with asphalt for the North and South tie-ins for the realignment of the new U.S. 641 to the existing U.S. 641. Construction consisted of new sub-base, base asphalt, and final surface asphalt. Approximate cost: \$14 million.
- **US 68/80 Design-Build, Cadiz, KY:** Grade and drain, along with multiple single and double span bridges, utility relocations, and asphalt installation to realign and widen US 68/80 outside of Cadiz, KY. Construction of new infrastructure included new roadbeds with sub-base, base asphalt, and final surface asphalt. Approximate cost: \$15 million.
- **US 68/80 Multi-phase, Cadiz, KY:** Grade and drain, along with multiple single and double span bridges, utility relocations, and asphalt installation to realign and widen US 68/80 of the above referenced Design-Build, to the newly constructed Lake Barkley Bridge. Approximate cost: \$39 million.



STATEMENT OF QUALIFICATIONS TO PROVIDE

General Engineering and Professional Services for Okaloosa County Public Works | RFQ #PW 81-23

3 | FIRMS QUALIFICATIONS (Cont.)

MICHAEL COOPER, PE | *Project Manager - Stormwater***REGISTRATIONS**

Florida 74149, Tennessee
114069, North Carolina
048260, Georgia 036769

EDUCATION

Bachelor of Science, Civil
Engineering, Florida Institute
of Technology, 2006

PROFESSIONAL HISTORY

Mr. Cooper has more than 15 years of experience performing hydraulic analyses for state routes and interstate bridge and culvert crossings. Michael has extensive experience designing stormwater capital improvement projects for municipal projects.

Mr. Cooper also has extensive environmental permitting and mitigation experience with the Tennessee Department of Transportation, as well experience performing MS4 review, stormwater analysis and design, and hydraulic analysis and design for the Georgia Department of Transportation.

RELATED EXPERIENCE**GDOT Special Drainage Studies, Statewide in Georgia:**

(2016). Served as a water resources engineer, performing detailed hydraulic and hydrologic analysis and design to solve drainage/flooding problems along the Georgia Department of Transportation's roadways. Services included site reconnaissance, agency coordination, review and incorporation of site survey data, review and assessment of existing roadway plan data, hydrologic and hydraulic modeling, recommendation of infrastructure improvements, and generation and submittal of final reports. In addition, analysis of historic stormwater infrastructure configuration/design was performed, the results of which were compared to those of current infrastructure design. Proposed solutions to drainage/flooding problems included addition of custom designed bridge deck drains, detention/bioretention ponds/swales, new storm sewer systems, and modifications to existing storm sewer systems along interstates and state routes.

City of Lebanon (TN) Citywide Drainage Study:

Performed an assessment of drainage and flooding problems in various Wards of the City. Hydrologic and hydraulic models were developed for areas that experience widespread flooding issues. Alternatives to mitigate flooding were evaluated and the most cost-effective solutions were then prioritized for each Ward and submitted to the City. A final report was developed for

each Ward that included technical approach, assumptions, FEMA requirements, results of alternative analyses with optimal recommendations, potential impacts of implementing the alternatives, and opinion of construction cost for each alternative.

Stormwater Infrastructure/ Watershed Studies, City of Memphis, TN:

Served as project water resources engineer for two priority watersheds in the City. Conducted site investigations to collect relevant information to support hydrologic and hydraulic modeling efforts. Performed watershed analysis for existing site conditions and performed calibration of models using gage and site measurement data. Developed concept plans for proposed improvement alternatives for each watershed. Developed final reports and opinions of probable construction cost for proposed improvements.

Municipal Engineering Services, Gallatin, TN:

Project engineer on a continuing contract to provide as-needed engineering assistance to the City of Gallatin. Services included planning and design of various roadway and drainage infrastructure projects, as well as review of new developments.

TDOT Environmental Permits Section, In-House

Consultant: Served for approximately seven years in two stints (2009-2014, 2019-20) as an in-house consultant within the Environmental Permits Section of the TDOT Environmental Division. During this time, Mr. Cooper was responsible for evaluating environmental impacts and available compensatory mitigation options, as well as applying for and obtaining water quality and stormwater permits for TDOT roadway projects throughout the state. In addition, he was responsible for performing SWPPP review and roadway plan permit assessments, ensuring that all required plans and documentation were available for permit application submittal. Frequent regulatory agency staff coordination was also conducted to ensure timely permit delivery.

TDOT Preparation of Stormwater Pollution Prevention Plans and Water Quality Permits:

Project engineer/ SWPPP writer for a two-year continuing contract for preparation of Stormwater Pollution Prevention Plans and water quality permit applications - e.g., USACE Section 404, TVA 26(a), TDEC ARAP/401/Class V Injection Well.



3 | FIRMS QUALIFICATIONS (Cont.)

MICHAEL PHILLIPS, PE, CFM | *Drainage/Stormwater/Hydrology/Hydraulic* **REGISTRATIONS**

Professional Engineer: TN
109471

CERTIFICATIONS

Certified Floodplain Manager

EDUCATION

Bachelor of Science, Civil
Engineering, Tennessee
Technological University,
2000

Study Updates and Map Revisions for municipalities and private clients. He is very familiar with FEMA National Flood Insurance Program Regulations; and he is an ASFPM Certified Floodplain Manager.

RELATED EXPERIENCE

L.B. McLeod Transfer Station, Orange County, FL:
Stormwater Engineer.

Tomoka Farms Road Landfill Administration Building, Volusia County, FL: Stormwater Engineer.

Billie Road Improvements, Seminole Tribe, Glades County, FL: Stormwater Engineer.

City of Mandeville Wetlands Restoration, Mandeville, LA: Lead Hydraulic Engineer

Tag Along Creek Drainage Analysis, St. Tammany Parish, LA: Project Engineer

Lebanon (TN) CBD Flood Study and Conditional Letter of Map Revision: Project Manager.

City of Gallatin (TN) Continuing On-Call Municipal Engineering Services, City-wide Drainage Study, Various Drainage Infrastructure Improvement Projects: Project Manager.

City Phase II MS4 Permit, Springfield, TN: Project Engineer

PROFESSIONAL HISTORY

Mike joined NSI in 2000 and has 23 years of experience as a Project Engineer / Manager for municipal and DOT on-call contracts involving drainage and flooding problems that require responsiveness, technical expertise, and public relations capability. He serves as the companywide H&H Lead, providing services for clients throughout NSI's nine-state footprint. Mike has extensive experience performing complex and large-scale hydrologic & hydraulic modeling and flood control infrastructure improvement designs for federal, state, municipal, and private clients. He has managed and performed on-call contracts consisting of complex analyses for DOTs in Alabama, Georgia, and Tennessee, and the US Army Corps of Engineers Mike has performed numerous high-profile FEMA Flood Insurance

GLEN LEDET, JR., PE | *Coastal Engineering Manager* **REGISTRATIONS**

Professional Engineer: LA
37177

EDUCATION

Bachelor of Science,
Environmental Engineering,
Louisiana State University,
2007

Florida to the Carolinas. He also has experience on FEMA projects including cost-benefit analysis for Hazard Mitigation Grant Program applications, site evaluations for flood damages, scope development, and funding for repair and reconstruction of flood-damaged drainage systems.

RELATED EXPERIENCE

IHNC Lake Borgne Surge Barrier, Design Build Project, USACE, New Orleans, LA: Engineer.

CS-87: CPRA Calcasieu-Sabine Large-Scale Marsh & Hydrologic Restoration Project, Cameron Parish, LA: Program Manager for Design Integration Services.

City of Mandeville Wetlands Restoration, Mandeville, LA: Senior Technical Advisor.

PO-184: St. Tammany Storm Surge Risk Reduction, St. Tammany Parish, LA: Project Manager.

ARDOT On-Call Statewide Design Services, Multiple Bridge Replacement Projects, Statewide, AR: H&H Project Manager.

SCDOT Scour Analysis Program, Statewide, SC: Mr. Ledet was the Senior QA/QC Engineer.

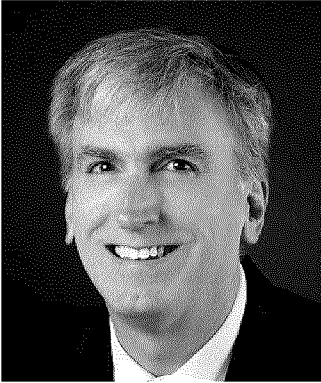
Slidell Breakwaters, St. Tammany Parish, LA: Senior Project Manager.

PROFESSIONAL HISTORY

Glenn joined Neel-Schaffer in 2019 and serves as Program Manager for Coastal Science and Engineering. He has more than 16 years of experience, including three with the State of Louisiana's Coastal Protection and Restoration Authority (CPRA), where he served as an Engineering Supervisor and as the Assistant Administrator of CPRA's Operations Division including management and oversight of all of CPRA's Statewide Regional Offices. Projects he works on include Coastal Engineering, the design and implementation of habitat restoration, marsh creation, shoreline protection, hydrologic restoration, and flood protection in Coastal Louisiana and other Gulf Coast states, from Texas to



3 | FIRMS QUALIFICATIONS (Cont.)

DAN PRESLAR, PE, PMP | *Project Manager - Traffic* //**REGISTRATIONS**

Professional Engineer:
Florida 50070, Nevada
016415, California 71184,
Virginia 0402053497; Georgia
044953; Tennessee 123058

EDUCATION

Master of Science, Civil
Engineering, University of
California-Berkeley, 1992
Bachelor of Science, Civil
Engineering, University of
South Florida, 1991

CERTIFICATIONS

PMI: Project Management Professional 1606483; FDOT:
Advanced Temporary Traffic Control, Asphalt Paving Level 1
and 2, Advanced TTC

PROFESSIONAL HISTORY

Mr. Preslar is a Senior Transportation Project Manager, with a concentration in the area of Intelligent Transportation Systems. Based in the firm's Maitland (FL) office, Dan has nearly 30 years of experience as a Project Engineer and Manager, working on a wide variety of projects across the country, from toll roads in Florida to design-build projects in Nevada.

RELATED EXPERIENCE

FDOT District 1 Continuing Services: Operations, Safety, and Design Review, Bartow FL – 4/2020 to present: Managing project to serve the FDOT District 1 TSM&O group, starting spring 2020. Responsible for varied activities within the Project Development section of this group, including managing on-call consultants. Tracking fiber optic damage during construction within the District. Developing program to improve safety and mobility in work zones. Developed tool to use travel times from Bluetooth sensors to determine if contractor forces are causing delay greater than predetermined thresholds, then applying disincentives per contract documents. Refined methodology to assess crash rates in construction areas before work begins, for comparison to crash rates during construction and application of disincentive if contractor exceeds specified thresholds. Managing tasks related to I-4 FRAME and CV/AV planning.

City of Ocoee General Transportation Planning

Consultant: Project Manager for the contract. Managed and completed work related to signal warrant analyses, development traffic impact review, and traffic modeling to determine the need for roadway improvements.

City of Cocoa Beach SR A1A Arterial Analysis: Project Manager for this contract. Completed intersection and corridor analysis to determine the current and expected level of service, recommended proposed improvements.

BUDDY COVINGTON | *Environmental/Permitting* //**EDUCATION**

Bachelor of Science,
Geology, University of
Alabama, 1995

Bachelor of Science, Marine
Science, University of
Alabama, 1995

PROFESSIONAL HISTORY

Mr. Covington j serves as a Senior Environmental Manager. He has more than 25 years of experience as an accomplished Environmental Manager providing services for federal, state, municipal, industry and private clients. Mr. Covington has completed more than 75 NEPA documents, from PCEs to EISs. He has extensive experience with the Departments of Transportation in Alabama, Mississippi, Georgia, Florida, Tennessee, and Louisiana. He also has experience coordinating public meetings and virtual public

hearings and in leading environmental studies (air, noise, ecology, history) for projects that involved impacts to Waters of the US, Stream Buffers, T&E species and habitat, and Section 4(f) resources.

RELATED EXPERIENCE

SR 87, EA/FONSI, Santa Rosa County, FL: Environmental lead and co-author of the EA/FONSI on this 21-mile FDOT project to provide safety, capacity, and evacuation route improvements to SR 87 from north of the City of Milton to the Alabama State Line; the project was processed through the ETDM process beginning at the EST and progressing through the Programming Summary Report. SR 87 improvements were designed to meet FDOT SHS requirements and all NEPA documentation conformed to FDOT's PD&E Manual.

LADOTD Environmental Services for I-12 Design and Construction, Baton Rouge, LA: Managed environmental services related to compliance with DOTD's USACE Nationwide 23 permit and LDNR/CMD Joint Permit Application requirements for the \$100 million widening of I-12.



3 | FIRMS QUALIFICATIONS (Cont.)

JOE MARGIO, PE | *Project Manager - Water/Wastewater Engineer* //

REGISTRATIONS
Professional Engineer: FL
40180

EDUCATION
University of Central Florida,
Master of Science in
Engineering, 1985; University
of Central Florida, Bachelor of
Science in Limnology, 1982

phases of civil, public utilities, and environmental engineering projects, including extensive experience in the preparation of planning studies and plans and specifications for new public water and wastewater capital projects and rehabilitation projects.

RELATED EXPERIENCE

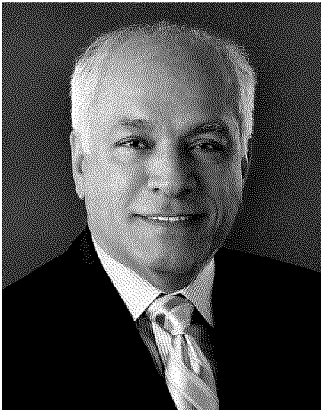
Lake Eve Pump Station Improvements, Orange County, FL: Project Engineer.

Osceola Parkway Utilities, Contracts 51, 52, and 53, City of Kissimmee, FL: Project Manager and Engineer of Record.

SWRF North Blowers & HMI Upgrades, Orange County Utilities, FL: Lead Engineer.

PROFESSIONAL HISTORY

Mr. Margio is a Civil Engineer with 37 years of experience as project manager and engineer of record, engaging in all

RON BELADI, PE | *Solid Waste Engineer* //

REGISTRATIONS
Professional Engineer: FL
41849

EDUCATION
Bachelor of Science, Civil
Engineering, University of
Central Florida, 1982

improvement and expansion programs; landfill sites evaluation and selection studies; landfill site investigation and environmental assessments; solid waste management facility master site development plans; Class I and Class III landfill design, permitting and construction; landfill gas management design and permitting; landfill leachate management system design, permitting and construction; landfill closures and stormwater management; transfer station operation evaluations & improvements; air pollution permitting and compliance; annual reports of operation; short and long-term planning reports; feasibility studies and utility valuation analyses; landfill closure financial responsibility reports; financial management plans and rate studies; and summary engineering reports.

RELATED EXPERIENCE

Brevard County, Florida – Continuing Solid Waste Management Services: Project Manager.

PROFESSIONAL HISTORY

Mr. Beladi has over 35 years of civil and environmental engineering experience in the state of Florida. His solid waste management and engineering projects and experience includes solid waste management planning,

STEVE COCKERHAM, PE | *Water/Wastewater Engineer* //

REGISTRATIONS
Professional Engineer: FL
62285

EDUCATION
Bachelor of Science, Civil
Engineering, University of
Mississippi, 1995

projects including utility layout design, water and wastewater collection and conveyance, wastewater treatment plants and water storage tanks, sidewalk design, roadway design, parking lot design, site development, lighting, grading, and drainage. These projects involved acquiring permits from the Florida Department of Transportation, the Florida Department of Environmental Protection, the St. Johns River Water Management District, and the U.S. Army Corps of Engineers.

RELATED EXPERIENCE

Force Main and Water Main Improvements, City of Deltona, Florida: Project Manager.

Storage Tank Design, Hollywood Seminole Reservation, Seminole Tribe of Florida: Project Manager.

County Road 466 Utility Projects, Town of Lady Lake, FL: Project Manager.

PROFESSIONAL HISTORY

As a Project Manager, Mr. Cockerham has over 26 years of experience with local municipal governments providing permitting, design and construction management services for a variety of water/wastewater and municipal engineering



STATEMENT OF QUALIFICATIONS TO PROVIDE

General Engineering and Professional Services for Okaloosa County Public Works | RFQ #PW 81-23

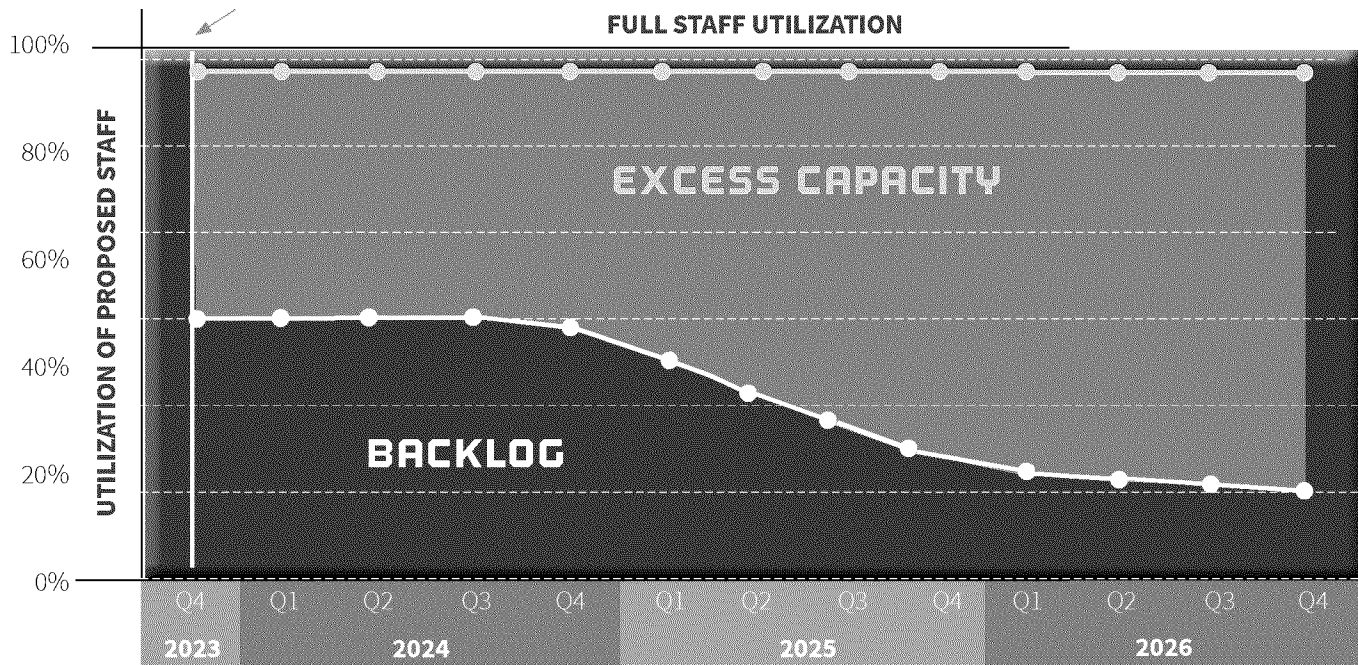
3 | FIRMS QUALIFICATIONS (Cont.)

STAFF AVAILABILITY (Continued) \\\

Neel-Schaffer has sufficient capacity to provide the scope of services to meet a demanding schedule. Neel-Schaffer currently has over 40 professional engineers registered in Florida. Neel-Schaffer offers the County the resources and backup staffing capability of more than 600 professional and technical support personnel. Neel-Schaffer has industry experts and a depth of staff to pull from. Company-wide, Neel-Schaffer has a staff of more than 200 Professional Engineers and technicians that are available to work on the County’s projects.

TEAM MEMBER	AVAILABILITY %			
	2024	2025	2026	2027
Chris Sellers, PE	40%	60%	100%	100%
David Freni, PE	75%	90%	100%	100%
Bryan Brannon, PE	80%	90%	100%	100%
Craig Wyatt, PE	60%	80%	90%	100%
Michael Cooper, PE	55%	65%	80%	100%
Mike Phillips, CFM	40%	55%	75%	100%
Glen Ledet	35%	50%	60%	100%
Dan Preslar, PE, PMP	50%	55%	75%	100%
Buddy Covington	55%	75%	100%	100%
Joe Margio, PE	40%	55%	70%	100%
Ron Beladi, PE	50%	65%	75%	100%
Steve Cockerham, PE	45%	60%	70%	100%

CURRENT FIRM WORKLOAD AND CAPACITY TO PERFORM \\\



REPEAT BUSINESS \\\

The firm’s corporate structure emphasizes local service, allowing our employees to maintain deeply local connections with clients in the communities we serve, while having the resources of a much larger regional firm at their fingertips. This allows us to provide a full-service approach to program development, design, planning, and construction management which ensures repeat business that makes up the majority of our client base.



3 | FIRMS QUALIFICATIONS (Cont.)

RELATIONSHIP OF COST ESTIMATES TO ACTUAL COST \\\

Our approach to design is always practical and straightforward with a keen eye on safety. We approach every task with an eye toward cost and time savings and identify potential design and construction efficiencies that can be realized as savings during project bidding and award. Our Team's experience designing projects for District Three has taught us how to utilize practical design and value engineering techniques to enhance safety and reduce construction costs without compromising quality, constructability, or schedule.

For example, on our SR 285 and I-10 projects we were able to identify \$85,000 and \$500,000 in construction savings, respectively, by reviewing the project scopes and identifying Cost Savings and Value-Added Recommendations to keep the projects at or below the budgeted construction amounts.

DEMONSTRATED SOFTWARE EXPERIENCE \\\

NSI staff receives extensive training in various design, modeling and scheduling software that correlates to their areas of expertise. Below is a chart demonstrating various software packages used for our projects.

Practice Area	Software Package		
Roadway and Civil Design	<ul style="list-style-type: none"> • Microstation • AutoCAD • Civil3D 	<ul style="list-style-type: none"> • OpenRoads Designer • Power GeoPAK • AutoTurn 	<ul style="list-style-type: none"> • PowerInroads • AGI32
Bridge Design	<ul style="list-style-type: none"> • Leap Bridge Concrete • Leap Bridge Steel • Merlin Dash 	<ul style="list-style-type: none"> • VBent • Microstation 	<ul style="list-style-type: none"> • Lpile • MDX
Geotechnical Specialty Services (Retaining Walls)	<ul style="list-style-type: none"> • RetainPro 	<ul style="list-style-type: none"> • MathCAD 	
Water/Wastewater/Storm Drainage/Coastal	<ul style="list-style-type: none"> • HEC-HMS • PondPack • HydroCAD • HEC-RAS • HY8 • StormCAD • CivilStorm • FlowMaster 	<ul style="list-style-type: none"> • Microstation • InfoSWMM • SewerCAD • WaterCAD • WaterGEMS • Civil3D • GeoPak Drainage • AutoCAD 	<ul style="list-style-type: none"> • SMS Riverine Pro/SRH-2D • DELFT3D • WASP8 • Shoring Suite • PCSWMM • CulvertMaster • InfoSWMM
ITS/Traffic/Signals	<ul style="list-style-type: none"> • SIDRA Intersection • VISSIM • HCS 	<ul style="list-style-type: none"> • Tru-Traffic • TSIS • GuideSign 	<ul style="list-style-type: none"> • Synchro • PC-Travel • ITE Trip Generation
Transportation Planning	<ul style="list-style-type: none"> • TransCAD • ArcGIS - Advanced 	<ul style="list-style-type: none"> • ArcPro • Adobe Illustrator 	<ul style="list-style-type: none"> • ArcGIS - Standard • Adobe InDesign
Construction Services	<ul style="list-style-type: none"> • Procore 		
Scheduling	<ul style="list-style-type: none"> • Primavera P6 		



4 | PROPOSED PROJECT EXECUTION STRATEGY

MANAGEMENT OF WORK ASSIGNED VIA TASK ORDERS

Neel-Schaffer has strategically aligned our project organizational structure to align with Okaloosa County's Public Works Division structure as applicable to the scope of this RFP. We utilize a Project Director to lead our service to the county, supported by discipline-specific Project Managers, each aligned with the four specific subdivisions under the county's Director of Public Works office as follows:

- **Project Director** – Chris Sellers, PE
 - **Engineering**
 - PM David Freni, PE – Engineering Design
 - PM Craig Wyatt, PE – Construction Engineering and Inspection (CE&I)
 - **Stormwater** – PM Michael Cooper, PE
 - **Traffic** – PM Dan Presler, PE PMP
 - **Waste Services** – PM Joe Margio, PE

As Task Orders are assigned, our Project Director, Chris Sellers, will coordinate with the county and assign the primary work effort to the appropriate discipline-specific Project Manager for delivery of the work and day-to-day contact with the County's internal lead for the task. Mr. Sellers will **1)** ensure that each Project Manager fully understands the Task Order scope, schedule, and county expectations for success **2)** continually monitor the work as it is performed internally, and **3)** communicate the County's expectations to our internal team. Mr. Sellers has the authority to commit Neel-Schaffer resources for any Task Order as needed and will maintain communication with the county throughout the duration of each Task Order, ensure the delivery of on-time quality deliverables, and ensure that the County's expectations are being met.

Firm/Client Relations

At Neel-Schaffer, our core values emphasize local service, where our employees are able to maintain local connections with clients in the communities we serve. Our managers maintain close local relationships with clients, while having the advantage of the vast resources of a much larger regional firm at their fingertips. Our Project Director, discipline Project Managers, and Client Liaison will coordinate closely with the county to build a relationship of trust, anchored in ethical and professional behavior.

Neel-Schaffer also has numerous former county and government employees who thoroughly understand a county's operation, challenges, concerns, and expectations. Be assured, we know who our client is, and we will, in all our actions, represent the best interest of the county. We have extensive county experience where we have applied this approach successfully and look forward to the opportunity to bring that relationship of trust to Okaloosa County.

Negotiating Scope and Fee

Our Project Director as well as the applicable Project Manager will be responsible for the negotiation of Task Order scope and fee. Neel-Schaffer believes that accurately defining the project scope, working closely with the county, is of utmost importance; and we know that once the scope is properly defined, the project can move forward with maximum efficiency. Fee development is much easier, and we are confident that with a well-defined scope, the resulting fee will be acceptable to the county.

Additionally, Project Director Chris Sellers is authorized to negotiate and sign contracts with the county with no higher-level approval within Neel-Schaffer.

Developing and Monitoring Project Schedules

Neel-Schaffer has numerous Critical Path Method (CPM) scheduling resources within our company that are experienced with both Primavera P6 and Microsoft Project scheduling software. For each Task Order, Neel-Schaffer, working closely with the county, will establish a realistic and achievable schedule that is acceptable to the county. This initial schedule will also include activities for county reviews/approvals.

Per our org-chart, the Neel-Schaffer designated scheduler will be Graham Legate, who is a P6 expert and former highway contractor. Graham will attend project team meetings to hear first-hand the issues discussed so he may ask questions and



4 | PROPOSED PROJECT EXECUTION STRATEGY (Cont.)

fully understand the challenges facing the team and the effect of those challenges on CPM schedule – this collaboration will be critical. Working with the CPM schedule, we will initiate all project activities as early as possible, manage float, communicate critical activity finishes, and will **1)** constantly review the Critical Path schedule activities, and **2)** proactively identify and prepare for potential pitfalls that can trigger unexpected impacts to the critical path prior to their occurrence.

When schedule impacts occur, our team will identify **Schedule Recovery Solutions** via future activity durations that can be reduced by allocation of additional firm resources, early activity Starts that can occur, and assess the risk of any atypical early Starts based on numerous project risk factors. Our Project Director and designated PM will inform the county contact of any atypical sequencing under consideration, and the associated risk to the project and the county. This will ensure that only viable schedule recovery solution options are proposed to the county.

Communication

At the onset of any Task Order, working with the county, we will establish protocols for project-related communication, and foster an open-book environment where the county can be involved with the day-to-day work as much as they desire. For each project assigned, we will develop a project management plan which will address many items, one of which will include communication (methods, type, and frequency). Communication methods may include regular project check-in meetings/calls, project status reports, or other means as specified by the county. Any project decision affecting schedule or costs will only be made after proper consultation with the county.

Quality Management / Internal Project Review Process

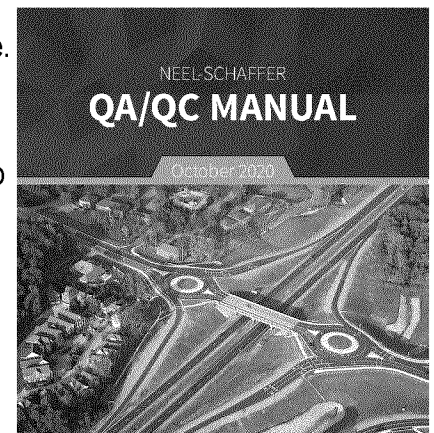
Neel-Schaffer considers a well-defined QA/QC program key to delivering the highest degree of engineering services. Plans must consider the full range of design options available and design procedures must comply with guidelines and standards adopted by the county, and FDOT as applicable.

All team members will receive QA/QC training, in accordance with our latest version of Neel-Schaffer's QA/QC Manual , prior to any work commencing.

QA/QC reviews will be performed by individuals not associated with the project to ensure an independent fresh look at the designs, without any project experience bias. These reviews will be standardized to utilize a color-coded and approval stamped process.

Neel-Schaffer's QA/QC manual includes QC checklists for each design discipline, which will be filled out and submitted with each deliverable.

BlueBeam software will be used for internal QA/QC reviews. This will allow better tracking of the QC process and will enhance the collaboration between the designers and the independent review staff.



Construction Cost Estimating

Sound construction cost estimating is not only critical but it is a process, not an event. Our Neel-Schaffer Team will perform construction cost estimates at critical project milestones (Example: 30/60/90%), and as needed to control cost/scope escalation, as design options are vetted. No major design decisions affecting costs will be implemented without properly vetting the effects on the construction cost, and communicating the effects of those decisions to the County.

Neel-Schaffer maintains a database of material unit prices that is continually updated based on inflationary and market trends in our industry. Additionally, our cost estimates are developed by staff including both designers and former contractors in order to ensure that the constructability aspects of a specific design are included in our estimates. We can also identify an associated risk factor for each line item in an estimate so that it is clear to the County where the greater market volatility exists.

Our experience in cost estimating is extensive as nearly all our County/City and DOT contracts include developing opinions of probable cost, and our track record of accuracy in this is well known. We encourage the county to contact our client references and inquire about our ability to provide realistic and accurate estimates that account for the fluctuating price trends in our industry.



4 | PROPOSED PROJECT EXECUTION STRATEGY (Cont.)

Step-by-step Problem Solving

As problems arise, the following step-by-step process will be utilized:

Step 1: The applicable Project Manager handling the Task Order will immediately notify our Project Director.

Step 2: The Project Director will assemble the applicable needed staff from the team, to include subconsultants, for a collaborative problem-solving working session.

Step 3: The team will identify all available solution options to be considered and perform a pros/cons analysis of each option.

Specifically, for problems in meeting the project schedule, the team will immediately consider the allocation of additional company resources as a first-option solution. In this case, the Project Director's involvement is critical since he has full authority to commit additional company resources on behalf of Neel-Schaffer with no higher corporate-level approval.

Step 4: Once all options are fully vetted on pros/cons noted, the Project Director and Project Manager will advise the county of the recommended solution, as well as other options that were considered but not recommended. This will allow the county to 1) be aware of the options considered, and 2) weigh-in with any concerns, limitations, or guidance to the team in the implementation of the solution.

Step 5: Our Project Director and Project Manager will ensure that the solution is implemented as planned and monitor the progress of said solution. Both will stay involved and see the solution through as planned and communicate to the county the progress along the way.

Subconsultant Management

Neel-Schaffer has an extensive history of successful management of multiple subconsultants on projects of similar scope and magnitude. In accordance with our org-chart, we anticipate utilizing six subconsultants to handle specialty services, which includes three DBE/SBE firms.

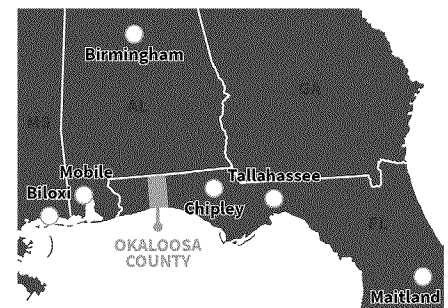
If selected, Neel-Schaffer will host an initial subconsultant meeting to cover numerous administrative items with all subs including sub-agreement legal terms, limits of liability suitable for the subconsultants role, sub invoicing protocols, and how subconsultants should raise issues to our Project Direct should they arise. Also, it should be noted that Neel-Schaffer pays subconsultants immediately upon receipt of payment from the county. We understand fully the importance of prompt payments to subs and are committed to doing so.

For individual task orders, Neel-Schaffer will include all applicable subs in our regular team meetings so they can hear first-hand the project issues and challenges – we believe this is critical to the success of any specific project. We are also committed to utilizing our DBE/SBE firms for all task orders, if possible, and will seek ways to engage our DBE/SBE firms beyond the roles shown in our org-chart if needed.

Ability to Meet with 1-day Notice / Address Construction Issues Timely

Neel-Schaffer maintains fully functional Florida offices in Chipley, Tallahassee, and Maitland, where 4 of our 5 discipline-specific Project Managers are located. Additionally, our offices in Mobile AL, Biloxi MS, and Birmingham AL are within a half-day drive of Okaloosa County. As such, we have no issue committing to meeting with the County on one business day notice or less.

As construction issues arise, our Project Manager for CEI and Construction Management Craig Wyatt (located in Chipley) will immediately be available on-site in-person. He is authorized to independently handle construction management matters on behalf of the team, as well as engage additional CEI and construction management resources within the company if needed. We recognize that timely resolution of construction issues is critical to the construction progress on the job site, and have chosen Craig Wyatt to lead this effort strategically based primarily on



4 | PROPOSED PROJECT EXECUTION STRATEGY (Cont.)

his expertise and experience as well as his physical proximity to Okaloosa County. We are confident in his ability to resolve construction issues timely.

Internal Project Review Process and Focus Areas

Our Quality Management / Internal Project Review Process is detailed above on page 21. In addition, focus areas for internal reviews will include:

- **Design Standards Adherence Reviews** – where strict adherence to applicable design standards and manuals will be independently reviewed by individuals not associated with the project to ensure an independent fresh look at the designs, without any project experience bias.
- **Constructability Reviews** – to include construction staging and maintenance of traffic (MOT), unique design items and applicable special provisions, minimization of utility impacts, and economical and constructable pavement designs.
- **Ambiguity Reviews** - to ensure the project plans and special provisions adequately communicate what is expected from the construction contractor including : project commitments, stakeholder notification requirements (example: Police/Fire/EMS/schools), material quantities are sufficient, and utility relocation timeframes are planned and consistent with construction sequences.
- **Value Engineering Reviews** – to ensure the design accomplishes the project scope and goals in the most economical way, while ensuring the long-term maintenance of the facility is considered.

5 | SCHEDULE AND BUDGET

Project	Schedule and Budget Requirements	Client Contact
FDOT SR 285 Improvements FDOT District 3, Okaloosa County, FL	Design Schedule: 16 months (July 2021 to November 2022) Design Budget: \$900k The project was completed on-time and within budget.	Kyle McCrary, FDOT Project Manager 850.330.1447 Kyle.McCrary@dot.state.fl.us
FDOT Traffic Safety Studies, Transportation Systems Management and Operations Support FDOT District 1	There is no defined schedule, as this contract is to augment staff within District One Traffic Operations. Services are being performed within the project budget amount, no additional funding is expected for this contract.	Jennifer Lake Engineering Services Manager 863.519.2602 jennifer.lake@dot.state.fl.us
GDOT On-Call Special Drainage Studies (2014-2019)(2017-2021) (2020-2025) Statewide	All assigned task orders have been completed on-time and within budget.	Drew Martin, PE Roadway Hydraulics Group Leader, Office of Design Policy and Support 404.679.8750 dmartin@dot.ga.gov
SCDOT US 17 Business Intersection Improvements Garden City Beach, SC	Design Budget: \$3.2 million The project is underway and is on schedule and within budget.	Stacey Johnson, PE SCDOT Program Manager 803.737.3715 johnsonsh@scdot.org
LAP Bridge Replacement of Dawson Road over Pritchett Mill Creek Escambia County, FL	Project Cost: Approximately \$1.8 million. Project was closed out on within the specified contract days, including utility delays, weather and holiday extensions which were outside of the contractor's control. The project was closed out under budget. All project closeout final documents were turned into the County within 30 days of Final Acceptance.	China Watson-Ball Escambia County Bridge Project Manager 850.595.1604 cwball@myescambia.com



6 | REGULATORY AND GRANT EXPERIENCE

To increase the effectiveness of the County's resources, Neel-Schaffer's standard model is to help our clients identify grant opportunities to fund projects whenever possible. We currently hold two grant support contracts with the City of Sanford and Volusia County and have been successful obtaining nearly \$6 million in grants. Our Planning team includes grant expertise in multiple sources of state and federal funding for transportation, stormwater, water/wastewater, parks and recreation, and economic development programs to name a few.

To place special emphasis on supporting all of a community's needs, Neel-Schaffer formed the Complete Communities Group in 2018. This innovative group of Planners and Engineers led from our Maitland office work together to resolve complex community problems using a multi-disciplined approach. We evaluate projects to ensure our work fits within the overall context of the community, resolves multiple issues whenever possible, and meets the needs of the intended users. A big focus is identifying upcoming grants and working with our clients to identify projects that may fit within those grant criteria. We have found the greatest success when projects are selected or tailored to fit the grant criteria, rather than looking for a grant to fit your project, sometimes as an afterthought.

As a firm, Neel-Schaffer is committed to sharing experience, lessons-learned, and new ideas, and we conduct monthly Complete Communities Group meetings to communicate innovation, new project experience, and achievements within the group. We also host quarterly educational program to all staff and even our clients to share information about upcoming grant opportunities to start strategizing efforts early in the process.

Successful Funding Strategies – Just in Florida alone, Neel-Schaffer has generated millions of dollars to fund our clients' projects from a variety of sources. We seek funding not only for the project itself but also for enhancements like decorative lighting vs using standard street lighting (as we did on US192 in West Melbourne creating a new gateway to the City).

One strategy we used in Sanford to kick off our grants support contract was to meet with all city departments to learn about projects that need funding, potential matching or in-kind funds, and begin researching potential sources, especially unique opportunities such as CARES Act and resiliency funds. We created a database of future projects and have been able to keep an eye out for possible grants.

In June 2023, The City of Laurel, MS, received a landmark \$24.8 million grant through the Rebuilding American Infrastructure with Sustainability & Equity (RAISE) program of the U.S. Department of Transportation. This award is the largest federal grant ever given to a local municipality since the inception of this discretionary grant program. Neel-Schaffer played a pivotal role in guiding the city through the grant application process. Our in-depth understanding of grant procedures helps our clients navigate the complexities of the funding process.

Through our Complete Communities Group with members from different disciplines, we are tapped into a wide range of funding sources to enhance communities in many ways. **As a firm we have developed over \$100 million in funding for our municipal clients over the past 10 years.**

In addition to developing grants, we have significant experience in the administration of grants and loans to ensure the County will get the full use of all funds. Our experience spans across many agencies including FDOT, FDEP, SRF, SJRWMD, EPA, and FDEO.



7 | BUSINESS CREDENTIALS & OTHER

Neel-Schaffer and our subconsultants have the legal authority to do business in the State of Florida. This is demonstrated on the following pages.

Firm	FEIN	DBE	SBE
Neel-Schaffer, Inc.	64-0671634		
Cooke Douglass Farr Lemons Architects + Engineers	64-0524292		
Engineering Geotechnical Specialists	59-3101819		
Snelgrove Surveying & Mapping	59-3679803		X
Wantmon Group, Inc.	65-0271367		
Carpe Diem Community Solutions	04-3752787	X	X
Hayes Consulting Services	27-2236963	X	

Key Individual	Role	FL PE No.
Chris Sellers, PE	Project Director	76419
David Freni, PE	Project Manager, Engineering Design	51367
Bryan Brannon, PE	Roadway Engineer	81287
Craig Wyatt, PE	Project Manager - CEI	92035
Michael Cooper, PE	Project Manager - Stormwater	74149
Dan Preslar, PE, PMP	Project Manager - Traffic	50070
Joe Margio, PE	Project Manager - Water/Wastewater Engineer	40180



7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE SEARCH OPTIONS

3:53:03 PM 7/25/2023

Data Contained In Search Results Is Current As Of 07/25/2023 03:51 PM.

Search Results - 1 Records

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

License Type	Name	Name Type	License Number/Rank	Status/Expires
Engineering Business Registry	NEEL-SCHAFFER, INC.	Primary	8556 Registry	Current
<p>License Location Address*: 4450 OLD CANTON ROAD JACKSON, MS 39211 Main Address*: 2301 LUCIEN WAY MAITLAND, FL 32751 Mailing Address*: 2301 LUCIEN WAY MAITLAND, FL 32751</p>				

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

* denotes

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

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

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

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

4:46:36 PM 11/20/2023

This is a business tracking record only.

Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	COOKE DOUGLASS FARR LEMONS ARCHITECTS & ENGINEERS PA (Primary Name)
Main Address:	3221 OLD CANTON RD SUITE 200 JACKSON Mississippi 39216
County:	OUT OF STATE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	12/04/2020
Expires:	

Special Qualifications

Corporation	12/04/2020
-------------	------------

Alternate Names



STATEMENT OF QUALIFICATIONS TO PROVIDE
 General Engineering and Professional Services for Okaloosa County Public Works | RFQ # PW 81-23

7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

3:52:10 PM 11/28/2023

Licensee Information

Name:	ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS (Primary Name)
Main Address:	104 NORTH MAGNOLIA DRIVE TALLAHASSEE Florida 32301
County:	LEON
License Mailing:	104 NORTH MAGNOLIA DRIVE TALLAHASSEE FL 32301
County:	LEON

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	6222
Status:	Current
Licensure Date:	03/13/1992
Expires:	

Special Qualifications Qualification Effective

Florida Department of Agriculture and Consumer Services

[Department Home](#) [Consumer Services](#)

FIND A BUSINESS OR INDIVIDUAL
License Lookup

*AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

Name	License (ex: LS9999)	Phone	City
<input type="text" value="snelgrove surveying"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
County	Program	<input type="checkbox"/> Limit results by Active status	
<input type="text" value=""/>	<input type="text" value=""/>	<input type="button" value="SEARCH"/> <input type="button" value="CLEAR ALL"/>	

Records Found : 1

[File Complaint](#)

Search Results

Sort By	Filter By State,City	Display per page
<input type="text" value="NAME : A to Z"/>	<input type="text" value="<Show All>"/>	<input type="text" value="20"/>

SNELGROVE SURVEYING & MAPPING INC				
PO BOX 836, MARIANNA, FL 32447-0836				
Phone 850-526-3991				
License Type	License#	Issued	Expires	Status
Surveyor Business	LB7070	11/21/00	02/28/25	Active
Surveyor of Record	LS4952	02/11/91	02/28/25	Active



STATEMENT OF QUALIFICATIONS TO PROVIDE
General Engineering and Professional Services for Okaloosa County Public Works | RFQ # PW 81-23

7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

LICENSEE DETAILS

4:42:43 PM 11/20/2023

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

Licensee Information

Name:	WGI, INC. (Primary Name)
Main Address:	2035 VISTA PARKWAY WEST PALM BEACH Florida 33411
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	33574
Status:	Current
Licensure Date:	10/24/2019
Expires:	

Special Qualifications Qualification Effective

Alternate Names

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

LICENSEE DETAILS

4:44:48 PM 11/20/2023

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

Licensee Information

Name:	HAYES CONSULTING SERVICES LLC (Primary Name)
Main Address:	804 HAYES LANE PO BOX 796 CHIPLEY Florida 32428
County:	WASHINGTON
License Location:	804 HAYES LN CHIPLEY FL 32428
County:	WASHINGTON

License Information

License Type:	Real Estate Corporation
Rank:	RE Corp.
License Number:	CQ1036695
Status:	Current.Active
Licensure Date:	04/29/2010
Expires:	09/30/2024

Special Qualifications Qualification Effective



7 | BUSINESS CREDENTIALS & OTHER (Cont.)



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

[Previous On List](#) [Next On List](#) [Return to List](#)

carpe diem community solu

No Events **No Name History**

Detail by Entity Name

Florida Profit Corporation
CARPE DIEM COMMUNITY SOLUTIONS, INC.

Filing Information

Document Number	P03000041892
FEI/EIN Number	04-3752787
Date Filed	04/10/2003
State	FL
Status	ACTIVE

Principal Address

2709 RUTGERS DR.
PANAMA CITY, FL 32405



7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:42:38 PM 11/9/2023

Licensee Information

Name:	SELLERS, CHRISTOPHER TODD (Primary Name)
Main Address:	1005 CAMP FORREST CRICLE HELENA Alabama 35080
County:	OUT OF STATE
License Mailing:	Two PERIMETER PARK SOUTH SUITE 230 EAST BIRMINGHAM AL 35243
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	76419
Status:	Current,Active
Licensure Date:	08/02/2013
Expires:	02/28/2025

Special Qualifications

Special Qualifications	Qualification Effective
Civil	08/02/2013

Alternate Names

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:43:29 PM 11/9/2023

Licensee Information

Name:	FRENI, DAVID ALLEN (Primary Name)
Main Address:	3242 APPLETON DRIVE TALLAHASSEE Florida 32311
County:	LEON

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	51367
Status:	Current,Active
Licensure Date:	03/06/1997
Expires:	02/28/2025

Special Qualifications

Special Qualifications	Qualification Effective

Alternate Names

--	--



7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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


[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:44:23 PM 11/9/2023

Licensee Information

Name:	BRANNON, BRYAN DEWAYNE (Primary Name)
Main Address:	306 W KANSAS AVE. BONIFAY Florida 32425
County:	HOLMES

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	81287
Status:	Current,Active
Licensure Date:	06/15/2016
Expires:	02/28/2025

Special Qualifications

Qualification Effective

Civil	07/27/2015
-------	------------

Alternate Names

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


[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:45:09 PM 11/9/2023

Licensee Information

Name:	WYATT, CRAIG THOMAS (Primary Name)
Main Address:	30 MONTCLAIR AVENUE SANTA ROSA BEACH Florida 32459
County:	WALTON

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	92035
Status:	Current,Active
Licensure Date:	08/12/2021
Expires:	02/28/2025

Special Qualifications

Qualification Effective

Civil	08/12/2021
-------	------------



7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:41:27 PM 11/9/2023

Licensee Information

Name:	COOPER, MICHAEL WAYNE (Primary Name)
Main Address:	7200 GLENWOOD DRIVE FAIRVIEW Tennessee 37062
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	74149
Status:	Current,Active
Licensure Date:	02/02/2012
Expires:	02/28/2025

Special Qualifications

Special Qualifications	Qualification Effective
Civil	02/02/2012

Alternate Names

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



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:46:45 PM 11/9/2023

Licensee Information

Name:	PRESLAR, DANIEL A. (Primary Name)
Main Address:	1615 DEWAYNE DR BELLE ISLE Florida 32809-6869
County:	ORANGE

License Location:	2301 LUCIEN WAY SUITE 300 MAITLAND FL 32751
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	50070
Status:	Current,Active
Licensure Date:	02/15/1996
Expires:	02/28/2025

Special Qualifications

Special Qualifications	Qualification Effective
Civil	02/15/1996



7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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


[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:49:59 PM 11/9/2023

Licensee Information

Name:	MARGIO, JOSEPH A. (Primary Name)
Main Address:	PO Box 4026 WINTER PARK Florida 32793
County:	ORANGE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	40180
Status:	Current,Active
Licensure Date:	08/29/1988
Expires:	02/28/2025

Special Qualifications Qualification Effective

Alternate Names

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


[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:50:58 PM 11/9/2023

Licensee Information

Name:	COCKERHAM, STEVEN ROBERT (Primary Name)
Main Address:	1011 CHOKECHERRY DRIVE WINTER SPRINGS Florida 32708
County:	SEMINOLE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	62285
Status:	Current,Active
Licensure Date:	01/31/2005
Expires:	02/28/2025

Special Qualifications Qualification Effective

Civil	01/31/2005
-------	------------

Alternate Names



7 | BUSINESS CREDENTIALS & OTHER (Cont.)

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


[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

5:53:26 PM 11/9/2023

Licensee Information

Name:	BELADI, MEHRAN S. (Primary Name)
Main Address:	3652 WATERCREST DRIVE LONGWOOD Florida 32779
County:	SEMINOLE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	41819
Status:	Current,Active
Licensure Date:	08/28/1989
Expires:	02/28/2025

Special Qualifications Qualification Effective

--	--

Alternate Names

--



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

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



RESPONSE DOCUMENT #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: ✓ _____

NAME(S) POTISTION(S)

FIRM NAME: Neel-Schaffer, Inc.

BY (PRINTED): Chris T. Sellers

BY (SIGNATURE): *Chris T. Sellers*

TITLE: Senior Vice President

ADDRESS: 896 Main Street
Chipley, Florida

PHONE NUMBER: 850.600.0024

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

DATE: 11/27/23



RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE:	<u>11/27/23</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Neel-Schaffer, Inc.</u>	NAME:	<u>Chris T. Sellers</u>
ADDRESS:	<u>896 Main Street</u> <u>Chipley, FL 32428</u>	TITLE:	<u>Senior Vice President</u>
E-MAIL:	<u>chris.sellers@neel-schaffer.com</u>		
PHONE #:	<u>205.531.7025</u>		



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, Ch T. Sell representing Neel-Schaffer, Inc. on this 27 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.



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.

Neel-Schaffer, Inc.

Proposer's Company Name

896 Main Street, Chipley, FL 32428

Physical Address

896 Main Street, Chipley, FL 32428

Mailing Address

850.600.0024

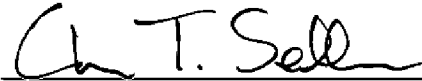
Phone Number

205.531.7025

Cellular Number

November 27, 2023

Date



Authorized Signature – Manual

Chris T. Sellers

Authorized Signature – Typed

Senior Vice President

Title

FAX Number

205.531.7025

After-Hours Number(s)



RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFQ PW 81-23

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

ADDENDUM NO.	DATE
Addendum 1	November 7, 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:	Neel-Schaffer, Inc.
Physical Address & Phone #:	896 Main Street
	Chipley, FL 32428
	850.600.0024
Contact Person (Typed-Printed):	Chris T. Sellers
Phone #:	850.600.0024
Cell #:	205.531.7025
Federal ID or SS #:	64-0671634
DUNNS/SAM #:	VSG2MJB3C766
Respondent's License #:	8556
Additional License – Trade and Number	
Fax #:	
Emergency #'s After Hours, Weekends & Holidays:	205.531.7025
DBE/Minority Number:	N/A



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

(a) Definitions. As used in this provision.

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

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

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

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

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

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

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov 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: Neel-Schaffer, Inc.

Entity Address: 896 Main Street, Chipley FL 32428

Sam.gov Unique Entity Identifier: VSG2MJB3C766

CAGE Code: 0GVE8



RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Bay County Public Works
840 W 11th Street, Panama City, FL 32401

Contact Person: Marc MacLean, PE Telephone # (850) 248-8301

*Email: mmaclean@baycountyfl.gov

2. Owner's Name and Address: County of Volusia Public Works Solid Waste Division
1990 Tomoka Farms Rd., Port Orange, FL 32128

Contact Person: Regina Montgomery, Director Telephone # (386) 943-7889

*Email: rmontgomery@volusia.org

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

Contact Person: Robert Mccracken, PE, CPESC Telephone # (850) 595-1625

*Email: rob_mccracken@myescambia.com

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

Contact Person: Tim Smith, PE, District Director (Development) Telephone # (850) 638-0250

*Email: tim.smith@dot.state.fl.us

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

Contact Person: Jason Peters, PE, Distr. Dir. (Operations) Telephone # (850) 638-0250

*Email: jason.peters@dot.state.fl.us



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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Chris T. Sellers

Signature of Contractor's Authorized Official

Chris T. Sellers

Name and Title of Contractor's Authorized Official

November 27, 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, FL
 2. This sworn statement is submitted by Neel-Schaffer, Inc. whose business address is: 896 Main Street, Chipley, FL 32428
 and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 64-0671634
 3. My name is Chris T. Sellers and my relationship to the entity named above is Sr. 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: November 27, 2023 Signature: *Ch T. Sell*

STATE OF: Florida

COUNTY OF: Orange

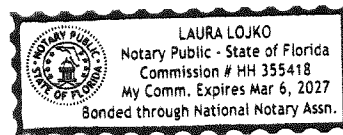
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 27 day of November, in the year 2023.

My commission expires: March 6, 2027

Notary Public

Laura Lojko

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Type of ID



RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

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




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

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

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

Chris T. Sellers, Senior Vice President

Printed Name and Title of Authorized Representative


Signature

November 27, 2023


Date



RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE:	November 27, 2023	SIGNATURE:	
COMPANY:	Neel-Schaffer, Inc.	NAME:	Chris T. Sellers
			(Typed or Printed)
ADDRESS:	896 Main Street	TITLE:	Senior Vice Presidentcc
	ChIPLEY, FL 32428	E-MAIL:	chris.sellers@neel-schaffer.com
PHONE NO.:	205.531.7025		



GRANT FUNDED CLAUSES

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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



Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR §

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

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

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

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

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



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

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

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

DATE: 11/27/23

SIGNATURE: 

COMPANY: Neel-Schaffer, Inc.

NAME: Chris T. Sellers

ADDRESS: 896 Main Street
Chipley, FL 32428

TITLE: Senior Vice President

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

PHONE NO.: 205.531.7025



Standard Contract Clauses Exhibit "B"

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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



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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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



OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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



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

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

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

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


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



RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

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

DATE: November 27, 2023

SIGNATURE: 

COMPANY: Neel-Schaffer, Inc.

NAME: Chris T. Sellers

ADDRESS: 896 Main Street

TITLE: Senior Vice President

Chipley, FL 32428

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

PHONE NO.: 205.531.7025



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: November 27, 2023

SIGNATURE: *Chris T. Sellers*

COMPANY: Neel-Schaffer, Inc.

NAME: Chris T. Sellers

TITLE: Senior 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).

Neel-Schaffer, Inc.

Company Name

896 Main Street

Address

Chipley, FL 32428

Address

205.531.7025

Phone #

64-0671634

Federal ID # or SS #_____
Authorized Signature – Manual

Chris T. Sellers

Authorized Signature – Typed

Senior Vice President

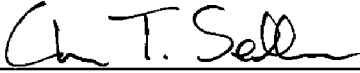
Title_____
Fax #Date Submitted: November 27, 2023

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>November 27, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Neel-Schaffer, Inc.</u>	NAME:	<u>Chris T. Sellers</u>
ADDRESS:	<u>896 Main Street</u>		<u>(TYPED OR PRINTED)</u>
	<u>Chipley, FL 32428</u>		<u>Senior Vice President</u>
		TITLE:	<u></u>
PHONE #:	<u>205.531.7025</u>	E-MAIL:	<u>chris.sellers@neel-schaffer.com</u>



State of Florida

Department of State

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

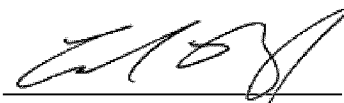
The document number of this corporation is F00000000462.

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

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

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




Secretary of State

Tracking Number: 8741106988CU

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

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

