CONTRACT, LEASE, AGREEMENT CONTROL FORM

03/26/2024
C24-3965-PW
RFQ PW 81-23
AGREEMENT
GEORGE & ASSOCIATES, INC.
OKALOOSA COUNTY
03/26/2024
09/30/2027 W/2 1 YR RENEWALS
GENERAL ENG. SERVICES FOR PW
PW
AUTREY
850-689-5772
JAUTREY@MYOKALOOSA.COM

CC: BCC RECORDS

PROCUREMENT / CONTRACT / LEASE C243965PWINTERNAL COORDINATION SHEET



#40111

Procurement/Contract/Lease Number: <u>George & Associates, Inc</u> Tracking Number: <u>5051-24</u>
Procurement/Contractor/Lessee Name: <u>PW</u>
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 #: <u>Varies</u> 2. GREATER THAN \$50,000
Account #: Varies 3. \$50,000 OR LESS
Amount: Per Task Order
Department: <u>PW</u> Dept. Monitor Name: <u>Autrey</u>
Purchasing Review
Procurement or Contract/Lease requirements are met: Date: 1/4/2024
Amber Hammonds
Approved as written: Required: Yes NoX
Grants Coordinator – Suzanne Ulloa
Diele Mannagement Deview
Risk Management Review Approved as written:
See Attached Email Date:
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)
County Attorney Review Approved as written:
See Attached Email County Attorney - (Circle One: Lynn Hoshihara, Kerry Parsons or Designee)
Department Funding Review
Approved as written:
Date:
IT Review (if applicable)
Approved as written:
Date:

From: Odessa Cooper-Pool

Sent: Thursday, February 29, 2024 3:14 PM

To: Amber Hammonds

Cc: Kerry Parsons; Lynn Hoshihara

Subject: RE: Urgent - George & Associates, Consulting Engineers, Inc. - #4 of 11

Attachments: George_Contract_Final.pdf

Hello Amber,

The contract for George & Associates, Consulting Engineers, 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 ><a href="mailto:hammonds@myokaloosa.c

Sent: Thursday, February 29, 2024 1:32 PM

To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara

<lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>

Subject: Urgent - George & Associates, Consulting Engineers, Inc. - #4 of 11

Good afternoon ladies,

The contract for this solicitation was approved already. However, I have entered the firm's information, Exhibit A and Exhibit B for your final review and approval.

George & Associates, Consulting Engineers, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #4 of 11

We would like to get this contract on one of the March BCC Meetings.

This is the last one.

Thank you,

Contracts & Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970

Email: ahammonds@myokaloosa.com



Upcoming Events:

May 9th 2024- Pensacola, Florida

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

Click here to register!



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From: Lynn Hoshihara

Sent: Thursday, February 29, 2024 1:34 PM

To: Amber Hammonds; Jacqueline Matichuk; Kerry Parsons; Odessa Cooper-Pool

Subject: Re: Urgent - George & Associates, Consulting Engineers, Inc. - #4 of 11

This is approved.

Lynn M. Hoshihara County Attorney Okaloosa County, Florida

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From: Amber Hammonds

Sent: Thursday, February 29, 2024 2:31:40 PM

To: Jacqueline Matichuk; Kerry Parsons; Lynn Hoshihara; Odessa Cooper-Pool **Subject:** Urgent - George & Associates, Consulting Engineers, Inc. - #4 of 11

Good afternoon ladies,

The contract for this solicitation was approved already. However, I have entered the firm's information, Exhibit A and Exhibit B for your final review and approval.

George & Associates, Consulting Engineers, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #4 of 11

We would like to get this contract on one of the March BCC Meetings.

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Thank you,

Amber Hammonds

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From: Clay Courson <ccourson@gaceng.net>
Sent: Tuesday, March 5, 2024 11:11 AM

To: Amber Hammonds

Subject: RE: !The final change was made to contract for RFQ PW 81-23!

We acknowledge all the changes made to the contract for RFQ PW 81-23

Thanks,

Clay



Clay Courson

George & Associates Consulting Engineers, Inc. P: 850-521-0344 F: 850-521-0345

From: Amber Hammonds ahammonds@myokaloosa.com

Sent: Tuesday, March 5, 2024 10:14 AM

Subject: !The final change was made to contract for RFQ PW 81-23!

Importance: High

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:

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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.



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

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

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

George & Associates, Consulting Engineers, Inc 1967 Commonwealth Ln, Suite 200 Tallahassee, FL 32303 Halff Associates, Inc. 2255 Killearn Center Blvd. Tallahassee, FL 32309

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

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

Kimley-Horn and Associates, Inc. 120 Richard Jackson Blvd, Suite 230 Panama City Beach, FL 32407 Kisinger Campo & Associates, Corp. (KCA)

2615 Centennial Blvd. Suite 102 Tallahassee, FL 32308

Mott MacDonald

220 W Garden Street, Suite 700 Pensacola, FL 32502

Fax: (850) 689-5970

Pensacola, FL 32502

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

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

Phone: (850) 689-5960

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

Respectfully,

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

DeRita Mason Purchasing Manager

Phone: (850) 689-5960

Fax: (850) 689-5970

CARLY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2024

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

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

PRODUCER	CONTACT NAME:	
Earl Bacon Agency, Inc. Post Office Box 12039	PHONE (A/C, No, Ext): (850) 878-2121 FAX (A/C, No):(850) 8	378-21280
Tallahassee, FL 32317	E-MAIL ADDRESS:0	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: The Phoenix Insurance Company	25623
INSURED		25666
George & Associates, Consulting Engineers, Inc.	INSURER C: The Travelers Property Casualty Insurance Company of America 0	25674
1967 Commonwealth Lane, Suite 200	INSURER D: Travelers Casualty and Surety Company	19038
Tallahassee, FL 32303	INSURER E: Liberty Insurance Underwriters, Inc.	19917
	INSURER F:	
COVERAGES CERTIFICATE MIIMRED.	DEVISION NUMBED:	<u>-</u>

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD				POLICY EXP	LIMITS	s
A	Х	COMMERCIAL GENERAL LIABILITY	IIVOD	VVVD		(WWW)DD/(((()	(WINNIDD) (((()	EACH OCCURRENCE	s 1,000,000
		CLAIMS-MADE X OCCUR	Χo	Х	6807S894133	12/9/2023	12/9/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,000
					•			MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AU.	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000
	X	ANY AUTO	X0	X	BA7S894169	12/9/2023	12/9/2024	BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS 0						BODILY INJURY (Per accident)	\$
	<u> </u>	AUTOS ONLY 0 NON-OWNER						PROPERTY DAMAGE (Per accident)	\$
									\$
С	X	UMBRELLA LIAB X OCCUR			0.1.0	40/0/0000	40/0/0004	EACH OCCURRENCE	\$ 5,000,000
		EXCESSLIAB CLAIMS-MADE	1	X	CUP7S894201	12/9/2023	12/9/2024		\$
_		DED X RETENTION \$ 10,000						P/CO Aggregate	\$ 5,000,000
D	WO	RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N						X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	X	UB7S894182	12/9/2023	12/9/2024	E.L. EACH ACCIDENT	\$ 1,000,000
		ICER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYEE	
L_	DES	s, describe under SCRIPTION OF OPERATIONS below				11010001	101010001	E.L. DISEASE - POLICY LIMIT	
E	Pro	ofessional			AEX1968940121	1/8/2024	12/9/2024	Per Occurence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT: C24-3965-PW GEORGE & ASSOCIATES, INC. GENERAL ENG. SERVICES FOR PW EXPIRES:09/30/2027 W/2 1 YR RENEWALS

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

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 2. The following is added to Paragraph 4.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

- The following is added to Paragraph 8., Transfer
 Of Rights Of Recovery Against Others To Us,
 of SECTION IV COMMERCIAL GENERAL
 LIABILITY CONDITIONS:
 - We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.
- 4. The following definition is added to the **DEFINITIONS** Section:
 - "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
 - a. After you have signed that written contract;
 - **b.** While that part of the written contract is in effect; and
 - c. Before the end of the policy period.

c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

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

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft 75 Feet Long Or Less
- B. Who Is An Insured Unnamed Subsidiaries
- C. Who Is An Insured Retired Partners, Members, Directors And Employees
- D. Who Is An Insured Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who is An Insured Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured Controlling Interest
- G. Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers

PROVISIONS

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
 - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
 - 2. The following replaces Paragraph 2.e. of SECTION II WHO IS AN INSURED:
 - e. Any person or organization that, with your express or implied consent, either

- H. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Premises
- Blanket Additional Insured Governmental Entities — Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments Increased Limit
- Amendment Of Excess Insurance Condition Professional Liability
- M. Blanket Waiver Of Subrogation When Required By Written Contract Or Agreement
- N. Contractual Liability Railroads

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if

 You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and Such subsidiary is not an insured under similar other insurance,

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- c. A trust:

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co"employee" while in the course of the co"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
 - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II — Who is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTIO N II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED --MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

 Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.
- H. BLANKET ADDITIONAL INSURED –
 GOVERNMENTAL ENTITIES PERMITS OR
 AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, coal holes, canopies. cellar entrances, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

 BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a). (b). (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

- occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, xray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

K. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION —
WHEN REQUIRED BY WRITTEN CONTRACT
OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
- Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

POLICY NUMBER: 680-75894133-23-47

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

- 1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule Limits Of Insurance And Designated Projects And Locations.
- 2. The following replaces Paragraph 1. of SECTION III LIMITS OF INSURANCE:
- The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought:

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

The following is added to Paragraph A.1.c., Who
Is An Insured, of SECTION II – COVERED
AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

,

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., Transfer of Rights Of Recovery Against Others To Us, of the CONDITIONS Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-7S894182-23-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 10-13-23 ST ASSIGN: PAGE 1 OF 1



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 00 03 08 (OO) – 001

POLICY NUMBER: UB-78894182-23-47-G

PARTNERS, OFFICERS, AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

SCHEDULE

PARTNERS

OFFICERS

ROBERT D GEORGE

OTHERS

DATE OF ISSUE: 10-13-23 ST ASSIGN: Page 1 of 1



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 A1 (00)

POLICY NUMBER: UB-75894182-23-47-G

NOTICE OF CANCELATION

Colorado Revised Statute 8-44-110 requires all insurance carriers to give a 30 day notice of cancelation, except in the case of: Fraud; Material Misrepresentation; Nonpayment of Premium; Other reasons approved by the Commissioner of Insurance.

DATE OF ISSUE: 10-13-23 ST ASSIGN: Page 1 of 1

CONTRACT: C24-3965-PW
GEORGE & ASSOCIATES, INC.
GENERAL ENG. SERVICES FOR PW
EXPIRES:09/30/2027 W/2 1 YR RENEWALS

TASK ORDER AGREEMENT FOR CON

(Master Services Agreement)

And George & Associates, Consulting Engineers, Inc.

Contract ID: (24-3965-19)

This Agreement made on <u>March 26th</u>, 2024 between the Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and George & Associates, Consulting Engineers, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 1967 Commonwealth Lane, Suite 200, Tallahassee, FL 32303.

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 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 **ce**rtain 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

- Method of Payment. For services provided under Section 1, Basic Services, and Section 2, Additional 7.1. 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 The CONSULTANT shall clearly state "Final Invoice" on the date and budget remaining. 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 OMMISSIONS 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:

LIMIT

1.	Worker's Compensation 1.) State 2.) Employer's Liability	Statutory \$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

5.

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:

Jason Autrey, P.E.
Public Works Director
Okaloosa BCC
1759 S. Ferdon Blvd.
Crestview, FL
850.689.5772
850.689.5715
jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name:	Robert George, P.E.
Title:	President
Company:	George & Associates, Consulting Engineers, Inc
Address:	1967 Commonwealth Lane
	Suite 200
	Tallahassee, FL 32303
Telephone:	850.521.0344
Facsimile:	850.521.0345
E-Mail:	rgeorge@gaceng.net

13.3.1.3 Courtesy copy to:

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

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

- 13.4. **Entire AGREEMENT.** This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONSULTANT. Attachments included and incorporated herein by reference are:
 - 13.4.1. Exhibit A Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services.
 - 13.4.2. Exhibit B CONSULTANTS proposal submittal to the COUNTY for RFQ #PW 81-23.
- 13.5. **Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- 13.6. **Compliance with the Law**. CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the COUNTY under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

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

13.8. Covenants.

- 13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and in the locale said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.
- 13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. **Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.
- 13.10. **Unauthorized Employment**. The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.11. Confidentiality and Public Records.

- 13.11.1. CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by the COUNTY, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.
- 13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior

to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

- Public Records. IF THE CONSULTANT HAS QUESTIONS REGARDING 13.11.3. THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC **OKALOOSA** RECORDS COUNTY RISK \mathbf{AT} MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, 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 is 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	George & Associates, Consulting Engineers, Inc.
By: Paul Mixon SEAL	By: Robert George
Title: Chairman Chairman	Title: President
Attested: J.D. Peacock II, Clerk	Witness 1: Witness 2: Witness 2:
********* E	ND *******

	FULLY LOADED HOURLY BIL	ING RATES	
Classification	Rate th	rough 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
George & Associates, Consulting Engineers, Inc. (Prime	Consultant)		
Principal Engineer	\$	240.00	\$ 288.00
Senior Engineer 2	\$	202.50	\$ 243.00
Senior Engineer 1	\$	180.00	\$ 216.00
Project Manager 3	\$	165.00	\$ 198.00
Project Manager 2	\$	180.00	\$ 216.00
Project Manager 1	\$	150.00	\$ 180.00
Engineer 3	\$	135.00	\$ 162.00
Engineer 2	\$	129.75	\$ 155.70
Engineer 1	\$	120.00	\$ 144.00
Planner	\$	102.00	\$ 122.40
Chief Designer	\$	180.00	\$ 216.00
Senior Designer	\$	120.00	\$ 144.00
Designer	\$	90.00	\$ 108.00
Engineering Intern 3	\$	114.00	\$ 136.80
Engineering Intern 2	\$	102.00	\$ 122.40
Engineering Intern 1	\$	78.00	\$ 93.60
Sr. Engineering Technician	\$	90.00	\$ 108.00
Engineering Technician 3	\$	84.00	\$ 100.80
Engineering Technician 2	\$	75.00	\$ 90.00
Engineering Technician 1	\$	66.00	\$ 79.20
Community Outreach Specialist - Senior	\$	105.00	\$ 126.00
Graphic Designer	\$	75.00	\$ 90.00
GIS Specialist	\$	102.00	\$ 122.40
Clerical	\$	51.00	\$ 61.20
DAG Architects (ARCHITECTURAL SERVICES)			
Senior Principal	\$	275.00	\$ 300.00
Principal	\$	250.00	\$ 275.00
Junior Principal	\$	225.00	\$ 250.00
Associate Principal II	\$	200.00	\$ 220.00
Associate Principal I	\$	150.00	\$ 165.00
Senior Project Manager/Senior Project Architect	\$	150.00	\$ 165.00
Project Manager/Project Architect	\$	135.00	\$ 150.00
Senior Architectural Staff	\$	125.00	•
Architectural Staff	\$	110.00	\$ 125.00
Associate Architectural Staff	\$	95.00	
Senior Interior Designer	\$	125.00	
Interior Designer	\$	85.00	\$ 95.00
Graphic Designer	\$	85.00	\$ 95.00
l			
Intern Architect	\$	75.00	\$ 85.00
Intern Architect Senior Administrative Staff	\$ \$	75.00 80.00	
			\$ 90.00
Senior Administrative Staff Administrative Staff	\$	80.00	\$ 90.00
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING)	\$	80.00 60.00	\$ 90.00 \$ 70.00
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING) Principal	\$ \$	80.00 60.00 286.00	\$ 90.00 \$ 70.00 \$
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING) Principal Senior Project Manager	\$ \$ \$ \$	80.00 60.00 286.00 260.00	\$ 90.00 \$ 70.00 \$ 315.00 \$ 290.00
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING) Principal Senior Project Manager Project Manager	\$ \$ \$ \$	80.00 60.00 286.00 260.00 208.00	\$ 90.00 \$ 70.00 \$ 315.00 \$ 290.00 \$ 230.00
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING) Principal Senior Project Manager Project Manager Chief Engineer or Scientist	\$ \$ \$ \$ \$	80.00 60.00 286.00 260.00 208.00 276.00	\$ 90.00 \$ 70.00 \$ 315.00 \$ 290.00 \$ 230.00 \$ 305.00
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING) Principal Senior Project Manager Project Manager Chief Engineer or Scientist Senior Engineer	\$ \$ \$ \$ \$ \$	80.00 60.00 286.00 260.00 208.00 276.00 265.00	\$ 90.00 \$ 70.00 \$ 315.00 \$ 290.00 \$ 305.00 \$ 295.00
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING) Principal Senior Project Manager Project Manager Chief Engineer or Scientist Senior Engineer Senior Scientist	\$ \$ \$ \$ \$ \$ \$	80.00 60.00 286.00 260.00 208.00 276.00 265.00 192.00	\$ 90.00 \$ 70.00 \$ 315.00 \$ 290.00 \$ 230.00 \$ 305.00 \$ 295.00 \$ 215.00
Senior Administrative Staff Administrative Staff Jones Edmunds (SOLID WASTE ENGINEERING) Principal Senior Project Manager Project Manager Chief Engineer or Scientist Senior Engineer	\$ \$ \$ \$ \$ \$	80.00 60.00 286.00 260.00 208.00 276.00 265.00	\$ 90.00 \$ 70.00 \$ 315.00 \$ 290.00 \$ 305.00 \$ 295.00 \$ 215.00 \$ 230.00

	FULLY LOADED HOURLY BIL	LING RATES	
Classification	Rate th	rough 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
Engineer or Scientist	\$	151.00	\$ 170.00
Engineer Intern (PhD)	\$	135.00	\$ 150.00
Engineer Intern or Associate Scientist	\$	125.00	\$ 140.00
Designer	\$	130.00	\$ 145.00
Senior CADD Designer	\$	135.00	\$ 150.00
CADD Designer	\$	130.00	\$ 145.00
Senior CADD Technician	\$	109.00	\$ 120.00
CADD Technician	\$	99.00	\$ 110.00
Systems Analyst	\$	198.00	\$ 220.00
Senior GIS Analyst or Senior GIS Programmer	\$	151.00	\$ 170.00
GIS Analyst or Programmer	\$	114.00	\$ 130.00
Senior GIS Technician	\$	99.00	\$ 110.00
GIS Technician	\$	88.00	\$ 100.00
Senior Database Administrator	\$	187.00	\$ 210.00
Database Administrator	\$	161.00	\$ 180.00
Environmental Data Analyst	\$	104.00	\$ 115.00
Senior Field Technician Environmental	\$	114.00	\$ 130.00
Field Technician Environmental	\$	104.00	
Senior Construction Administrator	\$	182.00	\$ 205.00
Construction Administrator	\$	161.00	\$ 180.00
Senior Field Representative Construction	\$	130.00	\$ 145.00
Field Representative Construction	\$	109.00	\$ 120.00
Construction Project Coordinator	\$	88.00	
Senior Administrative Assistant	\$	114.00	\$ 130.00
Administrative Assistant	\$	88.00	· · · · · · · · · · · · · · · · · · ·
Senior Technical Editor	\$	156.00	\$ 175.00
	*		115.55
Southern Earth Sciences, Inc. (GEOTECHNICAL CONSUI	LTING AND TESTING)		
MAT Chief Engineer		211.40	\$ 232.54
MAT Senior Engineer	\$	187.97	
MAT Engineer	\$	116.98	
MAT Engineer Intern	\$	109.19	
MAT Senior Engineering Technician	\$	110.05	·
MAT Engineering Technician	\$	86.98	<u>'</u>
	I `		•
Columbia Engineering (TRAFFIC ENGINEERING)			
Accountant	\$	135.00	\$ 143.00
Chief Engineer 1	\$	230.00	
Chief Engineer 2	\$	260.00	
Chief Planner	\$	220.00	
Design Intern	\$	60.00	
Engineer 1	\$	120.00	
Engineer 2	\$	140.00	
Engineering Intern	\$	100.00	
Landscape Architect	\$	150.00	
Principal Engineer	\$	270.00	
Project Manager 1	\$	200.00	
Project Manager 2	\$	230.00	
Project Manager 3	\$	250.00	
Project Planner	\$	160.00	
Secretary/Clerical	\$	80.00	
Senior Engineer 1	\$	160.00	
Senior Engineer 2	\$	180.00	
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	FULLY LOADED HOURLY BIL	LING RATES	
Classification	Rate t	hrough 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
Senior Inspector	\$	165.00	\$ 175.0
Senior Landscape Architect	\$	200.00	\$ 212.0
Transportation Data Analyst	\$	100.00	\$ 106.0
SAM Surveying And Mapping (SURVEY SERVICES)			
SURVEY PERSONNEL/CREW RATES:			
SUR Aerial Sensor Operator	\$	136.07	\$ 143.0
SUR Chief Surveyor	\$	206.75	\$ 217.3
SUR Crew Chief	\$	113.72	
SUR Instrument Operator	\$	84.60	
SUR Mobile Survey Analyst 3	\$	136.07	\$ 143.0
SUR Mobile Survey Operator	\$	136.07	\$ 143.0
SUR Multi Engine Aircraft Pilot	\$	201.70	\$ 211.9
SUR Rod Person	\$	72.11	
SUR Secretary/Clerical	\$	80.24	
SUR Senior Surveyor 2	\$	264.19	•
SUR Single Engine Aircraft Pilot	\$	201.70	
SUR SUE Technician 3	\$	101.19	
SUR Survey/GIS/SUE Analyst 3	\$	136.07	<u> </u>
SUR Surveyor	\$	184.50	<u> </u>
SUR UAS Operator	\$	136.07	<u> </u>
Senior Utility Coordinator	\$	221.90	
2 Person Survey Crew	\$	198.32	<u> </u>
3 Person Survey Crew	\$	270.43	
2 Person Designating Crew	\$	205.39	
3 Person Designating Crew	\$	277.50	
2 Person Locating Crew	\$	264.19	
3 Person Locating Crew	\$	336.30	<u> </u>
SAM Surveying And Mapping (SURVERYING SERVIC	EC)		
CEI Assist Proj Admin/Project Engineer	\$	150.83	\$ 158.5
CEI Assist Proj AdminyProject Engineer CEI Contract Support Specialist	<u>\$</u> \$	138.69	
	\$		
CEI Inspector		94.34	
CEL Project Admin/CEL Project Engineer	\$	192.90	
CEI Senior Inspector	\$	122.12	
CEI Senior Project Engineer	\$	306.48	
CEI Survey Modeler	\$	184.53	\$ 193.9
Ebbstone (STRUCTURAL ENGINEERING)			
Senior Engineer 1	\$	308.47	
Chief Engineer 1	\$	329.74	
Engineer 2	\$	212.73	\$ 234.0
TSW (LANDSCAPE ARCHITECTURE SERVICES)			
Senior Landscape Architect	\$	225.00	\$ 248.0
Landscape Architect	\$	125.00	
Project Landscape Architect	\$	110.00	
Landscape Planner	\$	90.00	
Cowles Landscape Architecture (LANDSCAPE ARCHI	TECTURE SERVICES)		
DESIGNER / CAD TECH	\$	90.00	\$ 99.0
LANDSCAPE ARCHITECT	\$	125.00	
CERTIFIED ARBORIST	\$	125.00	
CERTIFIED ANDONIST	₽	125.00	137.5

	FULLY LOADED HOUF	RLY BILLING RATES		
Classification		Rate through 9/30/2026	Rate for Period	1 10/1/2026 - 9/30/2027
EXPERT WITNESS	\$	175.00	\$	192.50
FLORIDA ENVIRONMENTAL AND LAND SERVICES, II	NC. (ENVIRONMENTAL S		.	105.00
Project Manager 1		\$175.00	\$	185.00
Project Manager 2		\$150.00	\$	160.00
Project Manager 3		\$125.00	\$	135.00
Senior Scientist		\$150.00	\$	160.00
Senior Environmental Specialist		\$80.00	\$	90.00
Scientist		\$110.00	\$	120.00
Environmental Specialist		\$65.00	\$	75.00
GIS Specialist		\$100.00	\$	110.00
Technician Aid		\$50.00	\$	60.00
Southeastern Surveying & Mapping, Corp. (SURVEY	SERVICES)			
SUR Chief Surveyor (average)	\$	309.12	\$	337.79
SUR Senior Surveyor 1 (average)	\$	217.31		237.45
SUR Crew Chief (average)	\$	102.24		111.70
	\$	86.36		94.37
SUR Instrument Operator (average)			<u> </u>	
SUR Rod Person (average)	\$	64.02	<u> </u>	69.96
CADD/Computer Technician (average)	\$	124.16	<u> </u>	135.69
SUR SUE Technician 3 (average)	\$	92.04	<u> </u>	100.60
SUR SUE Technician 2 (average)	\$	83.68		91.43
SUR SUE Technician 1 (average)	\$	62.47	\$	68.25
 	MENT CERVICEC			
Humiston and Moore Engineers (COASTAL MANAGE		220.00		205.60
Principal Engineer / Engineer of Record	\$	238.00		285.60
Principal Engineer / Assistant Pjt. Mgr.	\$	185.00	<u>`</u>	222.00
Senior Engineer /Project Manager	\$	175.00		210.00
Senior Engineer / Project Design	\$	163.00		195.60
Senior Engineer / Assistant Pjt. Mgr.	\$	152.00		182.40
Project Manager / Cost / Schedule Mgt.	\$	154.00		184.80
Engineer III / Project Manager	\$	145.00		174.00
Engineer II/ Assistant Project Manager	\$	136.00	<u> </u>	163.20
Engineer II / Permit Coordinator	\$	120.00		144.00
Scientist/Geologist	\$	115.00		138.00
Engineer II / Analysis / Geotechnical	\$	110.00		132.00
Engineer I / Staff Engineer	\$	110.00		132.00
Senior Technician / PE	\$	102.00		122.40
Engineer I / Senior Technician	\$	95.00		114.00
Engineer I / AutoCAD Engineer	\$	90.00		108.00
Engineer I / Field Observation	\$	80.00		96.00
Project Coordinator	\$	95.00		114.00
Engineer Technician	\$	75.00		90.00
Clerical/Administrative	\$	73.00	\$	87.60
Character Heritage (ARCHAROLOGICAL GERMAN)				
Chronicle Heritage (ARCHAEOLOGICAL SERVICES)	Γ.	200.00	¢	220.00
Chief Archaeologist	\$	200.00		220.00
Senior Archaeologist	\$	120.00		130.00
Archaeologist	\$	105.00		115.00
Senior Scientist	\$	120.00		130.00
Scientist	\$	90.00		100.00
GIS Specialist	\$	105.00		115.00
Secretary/Clerical	\$	90.00	\$	100.00

George Associates, Consulting Engineers, Inc.

	FULLY LOADED HOURLY BILLING RA	TES	
Classification	Rate through 9	/30/2026 Rate fo	r Period 10/1/2026 - 9/30/2027
Panhandle Engineering & Construction, Inc. (CEI	SERVICES)		
CEI Senior Inspector	 \$	77.99	\$81.95
CEI Senior Inspector	\$	77.99	\$81.95

- 1. The rates above are inclusive of all computer and software use, standard reproduction, vehicle usage, telephone charges and standard (USPS) mailing.
- 2. Payment for services for special services by subconsultants not listed in Appendix A or other services (e.g., lab testing) shall be made at cost plus a 5% mark-up and shall be defined by the authorizing task order. The fully loaded rates for subconsultants listed in this Exhibit A are not subject to an additional mark-up.
- 3. Special tools or equipment shall be approved by task order and billed at cost.
- 4. Lodging & Travel shall be billed at Federal GSA Rates and billed at cost.
- 5. Special reporduction (board mounts, displays, laminating etc.) shall be billed at actual cost plus 5% for materials and added to the preparation costs (if any).
- 6. Special shipping and mailings (FEDEX, UPS, or USPS Priority or Registered Mail) shall be billed at cost plus 5%.

Signature: <

Clay Courson, Manager



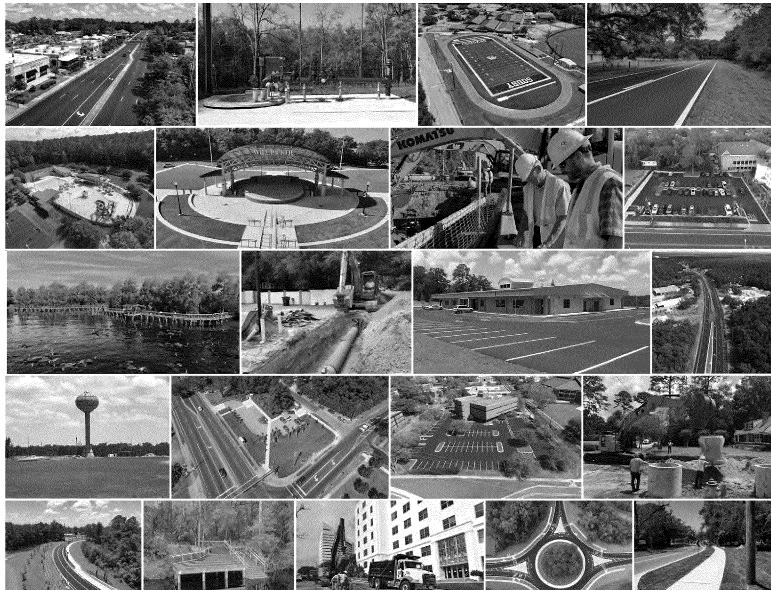
RFQ TITLE: General Engineering & County Public Works	Professional Services for Okaloo	osa ∕	RFQ NUME RFQ PW 81		
ISSUE DATE:	No. of the state o	October 30, 202	3		â
LAST DAY FOR	R QUESTIONS:	November 14, 2	023	@	3:00 PM
ITB OPENING I	DATE & TIME:	November 30, 2	023	@	3:00 PM
NOTE: RESPONSES RE	CEIVED AFTER THE DEAL	DLINE WILL NO	OT BE CONSI	DEREI	
met. All responses must have the time and date listed above otherwise specified. RESPONDENT ACKNOW PART OF YOUR PROPORTS	s RFQ are incorporated into your rean authorized signature in the space. Responses may not be withdraw ILEDGEMENT FORM BELOUSAL. PROPOSALS WILL NO	ce provided below, wn for a period of W MUST BE CC	All responses in ninety (90) days	nust be su after the IGNED,	bmitted electronically by proposal opening unless AND RETURNED AS
AUTHORIZED AGENT OF COMPANY NAME	George & Associates, Consult	ting Engineers In	- 		
		5			coccumity#
MAILING ADDRESS	1967 Commonwealth Lane	A section of the sect			HILLING STATE OF THE STATE OF T
	Suite 200				
CITY, STATE, ZIP	Tallahassee, Florida 32303	<u></u>			
FEDERAL EMPLOYER'S I	DENTIFICATION NUMBER (FE	EIN): <u>59-34778:</u>	59		
TELEPHONE NUMBER:	850-521-0344	EXT: 100) FAX:	850-	521-0345
EMAIL: accounts@ga					
OTHER RESPONDENT SUBMALL RESPECTS FAIR AND W	POSAL IS MADE WITHOUT PRIO ITTING A PROPOSAL FOR THE SA ITHOUT COLLUSION OR VRAUD FY THAT FAM AUTHOUZED TO S	AME MATERIALS, S I AGREE TO APRO	SUPPLIES, EQUIP OPOSALE BY AL	PMENT O L TERM:	R SERVICES, AND IS IN S AND CONDITIONS OF
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AUTHORIZED SIGNATURE:	grobert w	PR	NTED NAME: _	Robert (George



GENERAL ENGINEERING AND PROFESSIONAL SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

RFQ PW 81-23

November 30, 2023, 3:00 PM



GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC.

DIGITAL

1967 COMMONWEALTH LANE, SUITE 200 | TALLAHASSEE, FL 32303 (850) 521-0344 | www.gaceng.net



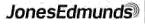




























You will find the information presented in our RFQ Response in the same order as requested in the Request for Qualifications. Our Table of Contents mirrors the qualifications statement outline as follows:



Professional Consulting Services CIVIL ENGINEERING

RFQ RESPONSE

etter of Interest







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

To: Okaloosa County Board of County Commissioners

George & Associates, Consulting Engineers, Inc. (G&A), is pleased to submit our qualifications and experience for your evaluation, in response to the Okaloosa County's Request for Qualifications (RFQ PW 81-23) for General Engineering and Professional Services. Our intent in this proposal is to demonstrate our ability to perform services related to the continuing service contract in the area of Civil Engineering, including Roadway Design, Pedestrian Connectivity Design, Stormwater Engineering, Recreational Facility Design (Parks & Trails), Solid Waste Management, Utility Engineering (Water & Sewer), and Site Development. We believe that the experience and availability of our team is an excellent fit for Okaloosa County.

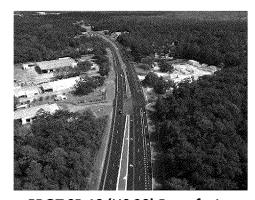


G&A is a full-service civil engineering firm founded in Tallahassee, FL. Since first opening our doors in 1997, the company has completed a myriad of projects, and yet we still hold true to the essential principle of prioritizing the client's needs while providing efficient, cost-effective designs. G&A currently employs a staff of 16 employees, which includes 4 Licensed Professional Engineers.

While reviewing the scope of services as related to this contract, G&A identified the following items, which we believe illustrate why the County should select our firm. G&A has proven experience in each area:

Continuing Service Contract Experience: G&A has been contracted to provide continuing engineering services for numerous entities in North Florida, including the Florida Department of Environmental Protection, Florida Public Safety Institute, Bay County, Panama City, Panama City Beach (Ranked 1st), Wakulla County, Taylor County, Leon County (Ranked 1st), Leon County School District (Ranked 1st), City of Tallahassee (COT) Stormwater, COT Water & Sewer (Ranked 1st), COT Roadway/Site Development (Ranked 1st), Florida State University (Ranked 1st), Florida A&M University, and Tallahassee Community College.

G&A offers each of these clients similar services to those required by Okaloosa County under this contract. Our long-term and repeat relationships demonstrate the satisfaction and confidence our clients have in our ability to provide quality service in a timely fashion. If we are given the opportunity, Okaloosa County will also experience this same satisfaction.



FDOT SR 10 (US 90) Resurfacing in Gadsden County

Roadway Design - G&A is prequalified with FDOT to design roadways included in FDOT Work Groups Three (3) and Seven (7). This means the Department has reviewed our firm and staff design resumes and is confident that we are capable of managing both **Minor and Major Highway** Design Projects. This Group 3 work includes rural RRR, urban highways, interstates, curb and gutter, complex geometrics, minor and major drainage, utility relocation plans, and all related permitting. Our Group 7 qualifications include signing, pavement marking, and channelization. With these FDOT pregualifications and our prior roadway experience demonstrated in this proposal, we believe that Okaloosa County can be completely confident in G&A to complete all types of roadway design projects that may be assigned under this contract.

Traffic and Intersection Engineering – G&A will bring targeted design solutions to Okaloosa County with regard to Traffic and Intersection Engineering. Relevant to this category, G&A's design experience includes signalization improvements at the Weems Road & Mahan Drive and Geddie Road Intersection, the SR 292 & CR 293 Intersection, and along SR 10 (US 90).

Stormwater Engineering – G&A has extensive experience in designing **stormwater collection systems** and evaluating **short and long-term hydrological impacts** on a given site. We have various technological resources at our disposal as well as skilled personnel with experience in the design of these systems, and we have completed over **300 projects** featuring stormwater design elements.

Site Development Engineering – G&A has extensive experience with site development and all related services. We offer qualified personnel with diverse experience ranging from new parking lots, to plazas, building additions, feasibility studies, ADA assessments, and master site plan preparation. Through our significant experience and veteran leadership, we consistently deliver our projects **on-time** and **within budget**.



Chestwood Ave Drainage Improvements

Park & Trail Experience – G&A has an excellent track record in providing civil engineering services for parks and recreational facilities. These projects have included site development for multi-field sports complexes, multi-use trails, an open-air sports pavilion, multiple grass-to-synthetic turf replacement projects with AstroTurf, feasibility studies, drainage improvements and resurfacing for an outdoor tennis facility, swimming pools, and an aquatics complex featuring a beach-like zero-depth entry pool with in-pool play equipment.

Utility Engineering (Water & Wastewater) – G&A's experience and ability to provide design solutions in the areas of water and sewer engineering is among the best in Florida. As you review our experience, you will see that our firm has a broad range of utility design experience. One area in particular is our sewer rehabilitation experience. Historically, we have offered design solutions for projects ranging from the simplest forcemain replace to complex, city-wide sewer rehabilitation. Through these projects, large and small, we've demonstrated the ability and knowledge to successfully navigate the finer points of each project phase, and bring an assigned project on to a successful completion.

Permitting Success: The G&A Team has been providing civil and environmental engineering services for our clients in the North Florida Area and statewide from our Tallahassee office for more than 25 years. Our location promotes consistent communication and rapid response throughout each project phase. From planning through construction, we can manage any project in the best interest of the County. We have positive relationships with the state permitting agencies associated with any project assigned under this contract. We pride ourselves in delivering accurate and thorough design documents. This ensures *minimal comments* and *a quick turn-around* through the permitting phases of each project.

Client Priority: Our goal is to develop a long-term working relationship with Okaloosa County. You are an important future client, and if given the opportunity, we will dedicate the full resources of our office to become a top producer for the County. We commit to do what we said we would do, when we said we would do it, and keep key County personnel informed along the way. This requires a daily 'get-it-right-the-first-time' attitude and focused client representation with attention to detail. We recognize the importance of this in the delivery of timely submittals, permitting, and final design documents. Our history of success with accelerated schedules and fast-tracking design phases and permitting will prove invaluable to the success of each project we are given.

At George & Associates, Consulting Engineers, Inc., we are committed to serving you in a way that is **honest**, **accurate**, **efficient**, **and on-time**. We appreciate your consideration and look forward to the opportunity of working with Okaloosa County.

Sincerely,

Robert D. George, P.E. President

Professional Consulting Services CIVIL ENGINEERING

RFQ RESPONSE

Past Record







RELEVANT PROJECT EXPERIENCE

At George and Associates, we measure success by projects completed to the scope, on schedule, in budget, and with total client satisfaction. In our 25+ years of experience, we have completed many projects which feature relevant design aspects such as roadway & sidewalk design, feasibility studies, stormwater & drainage systems, intersection improvements, ADA and safety upgrades, and utility improvements.



Weems Road Extension

One such relevant project was the **Weems Road Extension**, which was awarded twice for 2020 as the Transportation Project of the Year by both the **APWA Big Bend Branch** and **APWA Statewide**. This project involved comprehensive civil engineering services, including the construction of a 350-foot bridge, 400 feet of MSE walls, and 750 feet of roadway improvements, in addition to a 10-foot wide sidewalk.

In 2021, the APWA Big Bend Branch honored us again with three awards—Beautification Project of the Year for the BPIA Orange Ave/Meridian Street Site Improvements, Environment Project of the Year for the Apalachee Parkway Forcemain Replacement, and Emergency Construction or Repair Project of the Year for the Blountstown Sidewalk Improvements.

These awards reflect our dedication and commitment to providing engineering solutions that don't just meet but exceed expectations. We look forward to continuing our tradition of excellence in the years to come.

OKALOOSA COUNTY EXPERIENCE

George & Associates is based out of Leon County, Florida, and has provided civil engineering services on multiple projects in Okaloosa County. Our first project in the County was completed over 20 years ago, and was the **Okaloosa County Jail Feasibility Study**, which included the evaluation of two alternate sites for expansion and new construction of the correctional facilities.

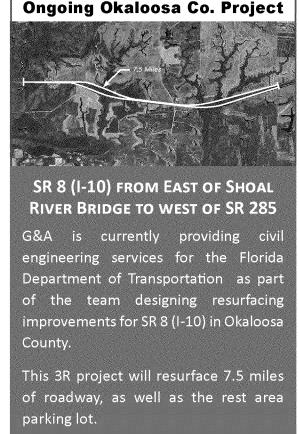
Since then, our projects in the county have included relevant design elements such as *roadway design*, *ADA accessibility*, *drainage analysis* & *design*, *and environmental permitting*.

G&A's Okaloosa County experience includes projects such as the SR 10 and SR 4 Intersection Improvements for the Florida Department of Transportation, which added a new turn lane, and extended an existing turn lane to facilitate traffic flow. G&A also coordinated the relocation of existing utilities and permitted through the Army Corps of Engineers for wetland impacts.

Furthermore, G&A provided civil engineering services for the design of the Clary Office Building in the County, as well as the design for the Beach Community Bank.

G&A is also currently providing drainage design services as part of the design team for improvements to SR 8 (I-10) in Okaloosa County.

Our relevant current and past experience in Okaloosa County gives us insight that we will apply to projects assigned under this Continuing Contract.



SW GREENWAYS & DEBBIE LIGHTSEY NATURE PARK









OWNER INFO

Owner: Blueprint Intergovernmental Agency

> Reference Rep: Junious Brown Phone Number: (850) 219-1063

Email: iunious.brown@ Blueprintia.org

PROJECT DESCRIPTION

George & Associates, Consulting Engineers, Inc. was tasked by the Blueprint Intergovernmental Agency with providing design, permitting, and construction administration services for this project. The design features consist of multi-use trails, over 7500 linear feet of multi-use trails and boardwalks with viewing platforms throughout preserved natural wetlands, 2.3 miles of mountain bike trails, and an SWMF that highlights the balance of the man-made and natural systems.

As part of the project, G&A created an ICPR stormwater model of the 205-acre drainage basin, consisting of four stormwater management facilities and two natural wetlands systems. This analysis eliminated the need to expand the existing stormwater management facilities and resulted in a cost savings of approximately of \$250,000 for this project.

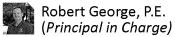
COMPLETION DATE

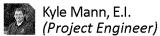
October 2023



Construction: \$3,527,854

PROJECT TEAM







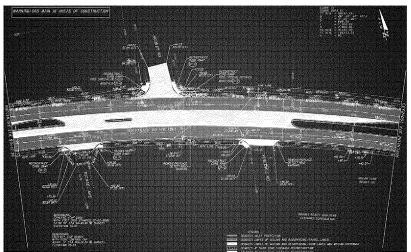
Shannon Hufty, P.E. (Project Manager)

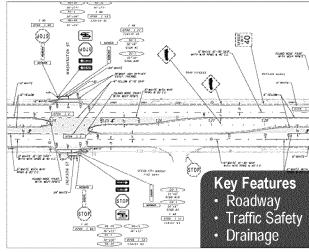


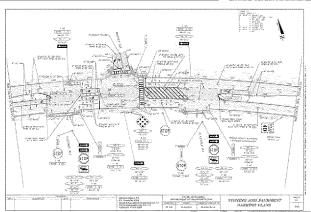
Larry Richards (Sr. Design Technician)

PROJECT STANDARDS

FDOT SR 188 (RACETRACK RD) RESURFACING IN OKALOOSA COUNTY









OWNER INFO

Owner: Florida Department of Transportation

Reference Representative: Howard Hodge (FDOT Representative w/PECS)

Phone Number: (850) 526-2291

Email: HHodge <u>@pec</u>scorp.com

PROJECT DESCRIPTION

George & Associates, Consulting Engineers, Inc. worked as a key member of design team selected by the Florida Department of Transportation for the resurfacing of SR 188 (Racetrack Road) from State Road 189 (Beal Parkway) to State Road 85 (Eglin Parkway), including all travel lanes, auxiliary lanes, and median crossovers, for a length of approximately 2.5 miles.

Other improvements along the corridor include: ADA Upgrades, Sidewalk and Curb Ramp Improvements, Signalization Upgrades, New Signs and Pavement Markings, Drainage Improvements, and Upgraded Lighting.

COMP. DATE

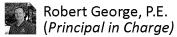
March 2024 (est)



Construction: \$4,069,000



PROJECT TEAM





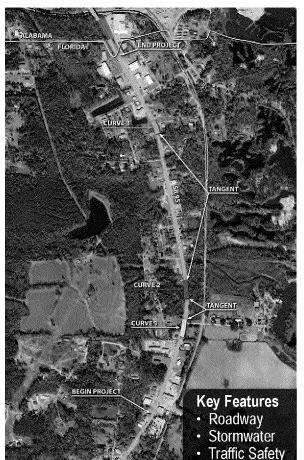


Stacy Johnson, P.E. (*Project Manager*)

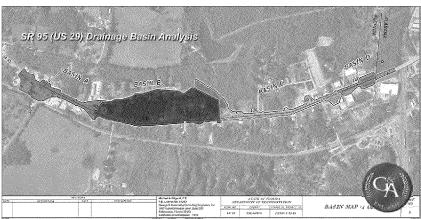




SR 95 (US 29) MILLING & RESURFACING & SUPERELEVATION CORRECTION







OWNER INFO

Owner: Florida Department of Transportation

Reference Representative: Howard Hodge (FDOT Representative w/PECS)

Phone Number: (850) 526-2291

Email: HHodge @pecscorp.com

PROJECT DESCRIPTION

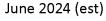
George & Associates, Consulting Engineers, Inc. provided civil design services for improvements to five travel lanes along 1.14 miles of SR 95 in Escambia County. These improvements include milling & resurfacing, drainage improvements, asphalt overbuild, and/or complete reconstruction with major cross-slope correction at one horizontal curve location in Escambia County. G&A acquired right-of-way for 12 parcels for this project.

This project will address the deficiencies associated with one horizontal curve (Curve 3) and bringing it up to current design standards, which will ultimately reduce actual and potential vehicular turnovers.

Additional improvements include: accessibility improvements, curb and gutter, drainage upgrades, signing and pavement markings, signalization loop replacement, and driveway modifications.

___> CO

COMP. DATE

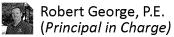




Construction: \$2,787,000



PROJECT TEAM





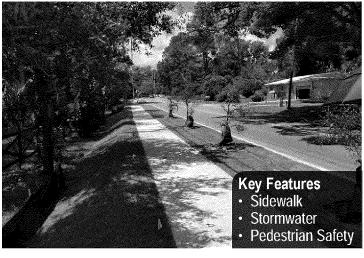


Stacy Johnson, P.E. (Project Manager)



PROJECT STANDARDS

BLOUNTSTOWN ST SIDEWALK IMPROVEMENTS









OWNER INFO

Owner: City of Tallahassee

Reference Representative: Molly Levesque, P.E.

Phone Number: (850) 891-7001

Email: Molly.Levesque @talgov.com

PROJECT DESCRIPTION

George and Associates, Consulting Engineers, Inc. provided design and permitting services for the construction of approximately 3,500 LF of new sidewalk within the existing right-of-way of Blountstown Street from West Tennessee to Tharpe Street west of the CSX railroad crossing. Design services included establishing the horizontal alignment that would integrate six feet of streetscape.

Drainage analysis and design included spread calculations, stormwater modeling for the existing conveyance system, and stormwater modeling for the new drainage collection system. George & Associates worked with UUPI to establish temporary construction easements and obtain permits from the City, FDOT, and NWFWMD.

Upon completion, the Blountstown St. Sidewalk Improvements Project increased safety and mobility for pedestrians, while improving drainage along this corridor.

COMP. DATE

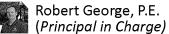
September 2021



Construction: \$792,000



PROJECT TEAM



Tim McCabe (Sr. Design Technician)



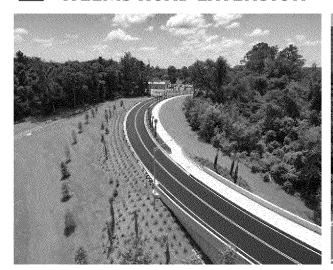
Shannon Hufty, P.E. (Project Engineer)

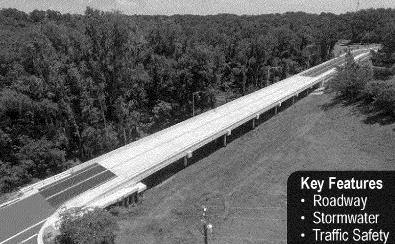


Larry Richards (Sr. Design Technician)



WEEMS ROAD EXTENSION









OWNER INFO

Owner: City of Tallahassee

Owner Representative: Eric Gooch, P.E.

Owner Address: 300 S. Adams Street Tallahassee, FL 32301

Phone Number: (850) 891-7001

PROJECT DESCRIPTION

George & Associates, Consulting Engineers, Inc. provided civil engineering services for the northern extension of Weems Road for the City of Tallahassee. The extension runs for a total of **1,500 linear feet of roadway improvements**. Roadway elements include a *new*, 350-foot bridge, 400 feet of MSE walls and 750 feet of roadway improvements. The extension features a 10-foot wide sidewalk for the entire length.

The previous PD&E Study consisted of an analysis of environmental conditions, traffic conditions and impacts, historical/archaeological sites, alignment alternatives, stormwater management, right-of-way acquisition requirements, and construction costs.

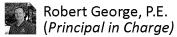
Permitting was a critical factor in this project. In all, **G&A** assisted in submitting **12** permits: one to the **NWFWMD**, one to the **Army Corps of Engineers**, eight to the **City of Tallahassee**, and two permits were submitted to **FDOT**, including a **Drainage Connection Permit** and a **Driveway Connection/Safety Connection Permit**.

July 2020



Construction: \$6,100,000

PROJECT TEAM







Shannon Hufty, P.E. (Project Engineer)



Walter Gerrell (Sr. Design Technician)

> PROJECT STANDARDS

Professional Consulting Services CIVIL ENGINEERING

RFQ RESPONSE

Firm Qualifications





RFQ RESPONSE FIRM QUALIFICATIONS

COMPANY BACKGROUND

George & Associates, Consulting Engineers, Inc. is a full-service civil engineering consulting company, and has been in business for over 25 years. During this time we have provided civil engineering services in 57 of the 67 counties in the State of Florida, on *more than 800 projects*, the majority of which were located in the Big Bend Area.



Jack McLean Park Aquatic Center and Gym

G&A has built a long-standing reputation for being able to provide the correct design solution for the project at hand, whether we're producing design solutions for water and sewer utilities, roadway reconstruction, site development, resurfacing parking lots or performing complex drainage analysis and design. To this day we still hold true to the essential principle of prioritizing the client's needs while providing efficient, cost-effective designs. G&A currently employs a staff of **15 employees**, which includes **and 7 Civil Engineers**.

Our varied experience has enabled our firm to successfully complete projects on both a local and statewide basis, and we are always eager to maintain our relationships with important clients at home like Okaloosa County.



TECHNOLOGICAL RESOURCES & EXPERTISE

Our Project Team uses cutting edge equipment and programs to the greatest advantage of our clients. In our project delivery practices, G&A strives to maintain elegant simplicity while leveraging current technology to achieve time and cost efficiencies wherever practical. Our in-house expertise includes the following:

- AutoCAD Civil 3D and Microstation (latest versions) for plans production
- ICPR, XP-SWMM, StormCAD, SewerCAD, PONDS, and FlowMaster for hydrologic and hydraulic modeling
- EPANet and WaterCad for water distribution system modeling
- GPS-integrated site investigation techniques, including ArcGIS
- Adobe Creative Cloud Suite for public meetings, as well as online and print publications
- Unmanned Aerial Vehicle and Time-Lapse Construction Cameras for photo-documentation of projects

Continuing Contract	S
STATE, COUNTY AND CITY SERVICE CONTRACTS	YEARS OF SERVICE
Bay County, Florida	2 Years
Blueprint IA, Civil Engineering (Ranked #1)	2 Years
City of Tallahassee, Civil/Roadway/ Sitework (Ranked #1)	17 Years
City of Tallahassee, Stormwater	11 Years
City of Tallahassee, Water Resources <i>(Ranked #1)</i>	10 Years
FDEP/Bureau of Design & Construction	20 Years
Leon County, Parks & Recreational Facility Engineering	1 Year
Leon County, Roadway Engineering	1 Year
Leon County, Site/Subdivision Engineering <i>(Ranked #1)</i>	1 Year
Leon County, Utility Engineering (Ranked #1)	1 Year
Madison County Continuing Services	Since 2022
Panama City Beach - Cont. Engineering (Ranked #1)	Since 2021
Taylor County, Florida	3 Years
Wakulla County, Florida	Since 2022

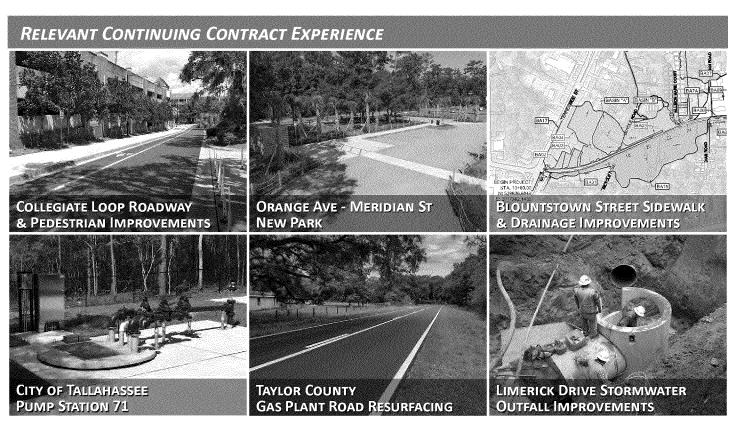
ON-CALL/CONTINUING CONTRACTS

The G&A Team is well-positioned to provide civil engineering services to the Okaloosa County Public Works Department, as we have extensive experience in providing high-quality civil engineering services on a wide variety of projects in the North Florida Area. G&A has a stellar reputation for providing planning, design, and construction administration services on many of the types of projects that will be assigned under this contract.

A key component of G&A's Project Experience is our proven track record with on-call engineering contracts. The G&A Team has received #1 Rankings on various continuing engineering contracts, which can be seen in our Continuing Contract matrix (see left).

G&A is listed as a continuing consultant for Bay County, and in 2022 G&A was selected to provide Civil Engineering Services to the City of Panama City Beach. Presently, G&A has been selected to provide on-call engineering services in a variety of disciplines for twenty different entities which include cities, counties, state agencies, school districts, and universities.

In all, G&A has provided services on more than Two-Hundred Continuing Projects for our various clients. Below you can see a few of the continuing engineering projects G&A has been tasked with.



TEAM AVAILABILITY

We are fully equipped with the knowledge, experience, and technical resources to perform at a high level under this important contract with the County. Our knowledge of civil design requirements, as well as our in-depth familiarity with providing efficient designs for projects under continuing contracts, provides us with the insight necessary to assign the right personnel for each aspect of this project.

With our current workload, G&A's design team will have sufficient availability to begin any project immediately upon receiving a Notice To Proceed. Additionally, our history of success with accelerated schedules, fast-track design phases, and coordinated permitting will prove invaluable in the successful completion of assigned projects. G&A Team Member Availability is displayed in the chart to the right.

⊠ Staff Availabil	ity 🔳 Planned Assignm	ents 💹 Current Assign	ıments
ROBERT GEORGE, P.E.	40%	30%	30%
STACY JOHNSON, P.E.	55%	20%	25%
BRIAN MILLER, P.E.	45%	35%	20%
SHANNON HUFTY, P.E.	50%	20%	30%
RICHARD NOAKES	50%	20%	30%
SIGNE ULSAMER, E.I.	55%	20%	25%
KYLE MANN, E.I.	60%	20%	20%
WESLEY WALKER, E.I.	65%	20%	15%
LARRY RICHARDS	45%	30%	25%
WALTER GERRELL	50%	25%	25%
TIM MCCABE	50%	20%	30%
KANOA POTEET	60%	25%	15%
JENNIFER KULLGREN	50%	25%	25%
FRANCIS IBEKWE	50%	25%	25%
CLAY COURSON	55%	25%	20%

G&A has provided services on more than 70 projects for the Florida Department of Environmental Protection

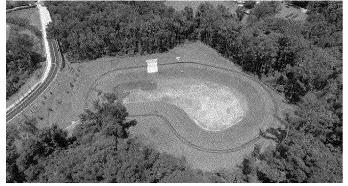
We are fully equipped with the knowledge, experience, and technical resources to perform at a high level under this important contract with the County. Our knowledge of civil design requirements, as well as our in-depth familiarity with **providing efficient designs for projects under continuing contracts**, provides us with the insight necessary to assign the right personnel for each aspect of this project.

REPEAT BUSINESS

Throughout our 25-year history of providing engineering services, G&A has consistently delivered our clients' projects with skill, efficiency, and attention to detail. Because of our proven ability and long-running track record of successful projects, our clients have selected us time after time for their civil engineering needs.

In fact, the majority of our new projects are from established clients. That said, we hope that Okaloosa County will join the numerous institutions that have come to trust our engineering know-how.

Some clients with whom we have done repeat business include: FDOT, FDEP, FDMS, Taylor County, City of Tallahassee, City of Monticello, Florida State University and others.



Stormwater Management Facility Designed by G&A

COST ESTIMATING EXPERIENCE

George and Associates, Consulting Engineers, Inc. has substantial experience in cost estimating. Our methods are rooted in a blend of traditional techniques and advanced technology, ensuring accuracy and efficiency in our cost projections.

PROJECT	G&A ESTIMATE	BID RECEIVED	ACCURACY
Pump Station 45 Rehab	\$604,772.96	\$597,000.00	99%
Lake Munson Septic-to-Sewer Conversion	\$14,554,333.44	\$13,651,967.21	94%
FHP High-Speed Test Track	\$17,917,715.75	\$17,505,355.24	97%

To achieve accurate estimates, we utilize techniques such as:

- Value Engineering: Throughout the estimating process, we continuously look for opportunities to increase the value of the project. This might mean suggesting alternative materials or methods to save money without compromising quality or functionality.
- Continuous Updating: In an ever-changing economy, we understand that cost estimates must be dynamic. We constantly update our databases and adjust our estimates as market prices change.
- **Risk Analysis:** Uncertainties are inherent in any project. We use risk analysis techniques to factor in potential risks and include contingency costs in our estimates.

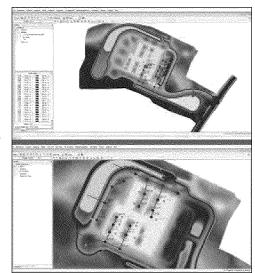
These practices have helped us remain a trusted partner to our clients by providing reliable and accurate cost estimates on our projects.

DESIGN AND MODELING SOFTWARE

At George and Associates, Consulting Engineers, Inc., we utilize various design and modeling software regularly to provide high quality civil engineering to our clients. From drafting 2D blueprints to creating intricate 3D models, CAD software has become an integral part of our design and planning process.

Some of the software we use to enhance the precision and efficiency of our work includes programs such as **AutoCAD**, **ArcGIS**, **ICPR**, **StormCAD**, **XPSWMM**, **PONDS** and **Flow Master**.

Our proficiency with design and modeling software enhances our ability to envision, plan, and execute complex civil engineering projects with ease and precision. We utilize these tools to create detailed 3D models, perform stormwater analysis, and simulate various scenarios that help us in anticipating potential challenges, mitigating risks, and optimizing designs. This ability to forecast and adapt is crucial in reducing costs, improving efficiency, and ensuring the overall success of our projects.



G&A performed Stormwater Modeling and Analysis on the Baker County K-5 School Project

G&A also utilizes **Geographic Information System (GIS)** Data as a valuable asset throughout the course of our daily design and planning efforts, to help us provide our clients with exceptional service. Whether accurately assessing existing conditions and natural features, tieing in site designs and roadways to match existing grades, or visualizing site concepts and masterplans, G&A uses GIS to enhance the accuracy and dependability of deliverables.

Proposed Project Execution Strateg

Professional Consulting Services CIVIL ENGINEERING

RFQ RESPONSE





GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC.

RFQ RESPONSE PROPOSED PROJECT EXECUTION STRATEGY

PROJECT MANAGEMENT APPROACH & METHODOLOGY

G&A has been providing exceptional civil engineering services on more than 500 projects to clients in North Florida over the course of the past 25 years. Although G&A tailors our approach to each project in response to the unique requirements and concerns of the client, our approach to management of individual projects under this contract will generally follow the outline below:

PRELIMINARY PROJECT SCOPING

Problem Definition

Each project is typically driven by a specific need, or set of needs, known as project drivers. At the outset of negotiation for a new Work Authorization, a clear understanding of these project drivers is essential. This understanding will be achieved through an informal, project-specific needs assessment process that includes, at a minimum, on-site project review and discussion of the project background and specifics with the Okaloosa County Project Manager. The process may also include a review of background documentation, graphics, correspondence, etc. leading to a problem definition that is mutually agreed upon by Okaloosa County and the G&A Project Manager. Also, an initial site visit can be helpful at this stage.

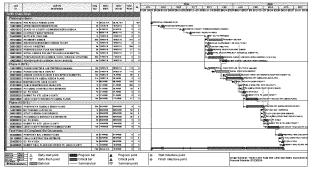


G&A Personnel on Preliminary Project Site Visit

Concept Development

For relatively simple design projects, County Staff may choose to proceed directly to proposal development, as described below. For projects of greater complexity, a preliminary assessment and/or analysis may be warranted to ensure a correct understanding of the project goals.

This preliminary assessment can also determine whether multiple alternatives or a feasibility analysis are desired, identify relevant project constraints, and identify what Okaloosa County personnel and other parties need to be engaged during the design phase.



G&A will submit a detailed schedule for assigned projects listing project tasks and deadlines

Proposal Development

G&A will prepare a proposal for County Staff, including a scope of services, schedule and fee summary for the Work Authorization needed to accomplish the required design and permitting services.

For projects of significant size or complexity, G&A will often send an initial draft proposal to County Staff for review.







G&A employs a licensed, Part 107 FAA certified Drone Pilot, and can provide drone aerial imagery of existing site conditions, construction, and the completed project for client updates and social media posts.

STEP 1 KICK-OFF MEETING

Prior to performing services, G&A will schedule a kick-off meeting with the County's Project Manager. This meeting will be attended by Key Members of the G&A Project Team, and G&A's Project Manager will ensure that the project is initially discussed in as much detail as possible. Other key items to be discussed at the meeting include the critical objectives, long-lead permitting tasks, and early identification of needed right-of-way. Other success-factors for the project would include the project schedule, and perhaps of most importance: the lines of communication to be utilized throughout the project. It is essential that we listen to County Staff and fully understand what they consider to be the critical success factors for the assigned project.



On-Site Meeting with G&A Team and Client Staff

STEP 2 PROJECT SCHEDULE & COORDINATION

G&A project staff are fully aware of the intricate coordination efforts required for a successful project. All correspondence, decisions and submittals to the County will be the responsibility of G&A's Project Manager. Documentation of all project activities will be included in monthly progress reports, as applicable.

G&A's Project Manager will be responsible for the projection of, and adherence to, the project schedule. Schedules are typically prepared with Microsoft Project, using **Gantt Chart** style, with key dates, deliverables, and critical path activities clearly identified. G&A's Project Manager will update project schedules as needed, and will communicate schedule issues to the County's Project Manager and other team members as appropriate. G&A will utilize scheduled in-house project meetings to coordinate the efforts of all members of the project team, to closely monitor the schedule and to make adjustments (e.g., personnel assignments and task scheduling) as necessary.

STEP 3 DATA COLLECTION

A major component of any project is data collection. Prior studies, environmental permits, and construction plans are instrumental in assessing a project. Furthermore, it is of utmost importance to identify additional existing preliminary data in the project area, such as topographic surveys, geotechnical investigations, right-of-way, easements, and existing utility locations. Obtaining this information early-on is critical to both staying on schedule and making informed design decisions.

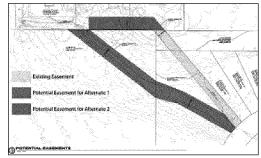


Natural Features Inventory for FSU SW Campus Facilities Relocation Study

STEP 4 DESIGN TASKS AND PHASES

With each project task, submittals are identified and depending on the simplicity or complexity of the project, the number of submittals can vary.

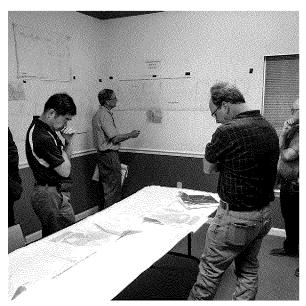
The number of submittals will be identified in the scope of services and depicted on the project schedule. Careful evaluation and consideration will be given to the accuracy of cost estimates, utility coordination, applicable environmental permitting, and close communication with County Staff.



2329 Limerick Dr. Off-Site Drainage Improvements Project Easement Map

Right-of-Way Acquisition / Temporary Construction Easements
Depending on the scale, complexity, and general nature of a project, Temporary Construction Easements or additional Right-of-Way may be required. Early identification of required right-of-way will be vital to maintaining the overall project schedule, as well as identifying necessary temporary construction easements. The preferred method would be to identify right-of-way needs during the Preliminary Phase of a project and begin the process of identifying the impacted parcels that may be involved early-on.

PROPOSED PROJECT EXECUTION STRATEGY



G&A designated a room at our Main Office as "The War Room" for use in client meetings

Design Update Meetings

Once the design is underway, G&A will typically provide an interim briefing for each standard submittal phase, giving County Staff an opportunity to review and comment. For smaller/simpler projects, or fast-track projects, it may be appropriate to combine Phase I and Phase II submittals in the interest of time. These briefings will generally be held in-person, either at Okaloosa County's office, or in the field. However, meetings can be conducted virtually, as meets the need.

Update meetings will be scheduled as needed, but will tend to coincide with the conclusion of a standard submittal phase, a critical design decision point, or an upcoming permit application submittal. These meetings will serve to update the County's Project Manager as to the status of the project, identify any critical decisions to be made and any design or scheduling issues that may need to be addressed. Between in-person meetings, G&A will provide County Staff with updates as needed via telephone and emails. Additionally, we will be available to discuss project issues and attend public meetings as necessary.

STEP 5 PERMIT COORDINATION & MANAGEMENT

Permitting begins immediately once the Notice to Proceed is initiated. Typical permitting activities associated with respective agencies include:

Federal Agencies: Nationwide or Individual Permits from the Army of Corps of Engineers, Zero Rise Certifications

State Agencies: Environmental Resource Permits, Utility Application Permits, Drainage Connection, Driveway Connection, Clean Water Act Section 404

Local Agencies: Okaloosa County Public Works



G&A Recently Provided Permitting Services for the SW Greenways & Debbie Lightsey Nature Park Project

STEP 6 BIDDING & CONSTRUCTION SERVICES

G&A has a long-standing commitment to the special requirements of construction phase services. Members of our staff have the specialized experience required to conduct a highly effective program of construction administration and project closeout. We focus on efficiency, practicality, and claims avoidance. Our experience enables us to anticipate potential construction problems, delays, and contractual conflicts, giving us the ability to support County Staff effectively throughout construction, as well in the start-up and operational phase.



FDOT SR 265 Resurfacing Project

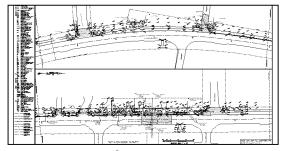
Once the project moves into the construction phase, G&A will also continue our coordination efforts by attending on-site monthly progress meetings with County Staff, contractor personnel, and sub-consultants as is appropriate.

These meetings will serve to provide a status update on construction, identify any unresolved issues with the potential to impact project completion, and accomplish coordination as needed for ongoing or upcoming work.

STEP 7 PROJECT CLOSEOUT

The G&A Project Manager will serve as the single point of contact for receipt and distribution of critical project documents, and all key plan submittals will include an electronic "Design Documentation Notebook".

This design documentation notebook will include: correspondence, summarized design decisions, site-specific reports, permit applications, issued permits, estimates, project schedules, and plan review comments and responses. The Design Documentation Notebook will be updated for each phase submittal.



As-Builts for Blountstown St Sidewalk Improvements

Upon project completion, G&A will provide Okaloosa County with Final Deliverables. The number of final deliverable sets of signed and sealed construction documents and other deliverables will be determined to meet project-specific requirements. G&A will submit on behalf of the County to agencies such as the Florida Department of Transportation, Florida Department of Environmental Protection, Northwest Florida Water Management District and Army Corps of Engineers.

ADDITIONAL PUBLIC INVOLVEMENT

If requested, the G&A Team can develop a project-specific Public Involvement Plan, ensuring all engagement efforts are fully identified, efficient, effective contributors to the success of the project. G&A's Public Involvement Plan can be on-going throughout the project, inclusive of all decision-makers and stakeholders, as well as authentic and honest in its approach to ensure two-way communication.

Some tools that are available for public engagement include formal public meetings, workshops, project websites, community-based open house events, and presentations to local government bodies or community service organizations, to name a few. Project websites may be used to communicate progress and provide relevant downloads and/or an email portal for public input.

Recently, Public Involvement strategies have shifted to "Virtual Public Engagement". G&A can leverage this type of engagement through the use of: Conceptual Site Plans, Video Presentations, Interactive Surveys, and Online Live Chat Q&A's.



Online Platforms are a Great Way to Allow On-going Engagement On Projects

These innovative techniques help us to better establish effective two-way communication about a project with the public. People desire to share information on their own terms and we can offer multiple tools that empower people to share their ideas in whatever way is easiest for them.

If requested by the County, a more standard in-person public engagement process can be implemented and G&A will help ensure that all comments and concerns are addressed, evaluated, and implemented where feasible.



Our Public Engagement for the SW Greenways & Debbie Lightsey Nature Park Project included a postcard mailout to help inform citizens and direct them to the project webpage for info and feedback opportunities

SCHEDULE CONTROLS

At G&A we are committed to meeting each project's time requirements. All G&A Project Managers attend regularly scheduled meetings at least once per month with the company President and the Office Administrator, to review current and upcoming workload and deliverables, adjust assignments as needed, avoid or minimize delays and capture acceleration opportunities where possible, and to troubleshoot current projects. Each Project Manager in turn reviews all assigned projects and all associated upcoming deliverables. These meetings foster a culture of *transparency, accountability and collaboration* among the leadership team.

For projects assigned under this contract, G&A will meet with all team members, including any sub-consultants, to confirm/identify all tasks associated with each discipline prior to finalizing the final project schedule. Discussions will consist of establishing time-frames for field work, document preparation and submittals, Okaloosa County reviews and permitting agency review time. There will be internal design team meetings scheduled to recap past progress, identify current work tasks, and look ahead to future critical path items. All of these steps are integrated into the final project schedule. Once the project schedule is reviewed and approved by the County Project Manager, the "critical path" is identified and all project activities associated with the critical path will be closely monitored to ensure project deliverables are met.



G&A Team Meeting

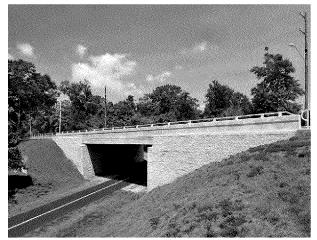
G&A will create a **Microsoft Project Pro** schedule to easily view at a glance when a task is scheduled to begin and when it is scheduled for completion. This schedule will be provided to the County so they can monitor progress. Each schedule will be developed by coordinating with all members including the client and consultant team. The schedule will establish major milestones, meeting dates, submittal and review times for client and regulatory agencies, and will help to ensure that all key participants are:

- (1) Calendared well in advance.
- (2) Well-informed of project events and key dates.
- (3) Will know who will be leading, participating and deciding.
- (4) Aware of who will be required to follow up with the meeting's resultant action items.

TIME CONSTRAINTS

When it comes to managing time constraints, establishing both a clear scope of services and a realistic schedule are key factors. Due to funding requirements, some projects may need to be completed with quick turn-arounds, while other projects may need to be designed quickly so construction can take place over a specific time period to minimize disturbance to the public.

G&A is no stranger to these types of requirements and knows how to effectively manage these *accelerated or fast-tracked schedules*.



G&A completed design for the Orange Avenue Bridge Replacement on an Expedited Timeline

EXPERIENCE WITH FAST-TRACK SCHEDULES

Our history of success with Accelerated Schedules, Fast-Track Design Phases, and Coordinated Permitting will prove useful in the timely completion of projects assigned under this contract.

G&A was tasked by FDOT with providing project management, roadway design, environmental permitting and post-design services for the **Orange Avenue Bridge Replacement** over the St. Marks Trail. FDOT advanced the funding for the design of the bridge replacement with the understanding that the design phase had to be completed within **four months and with no acquisition of additional right-of-way**. G&A dedicated the necessary staff and resources to successfully meet the accelerated design schedule. Furthermore, construction was completed on a fast turn-around as well, and the road was only closed for a total of 45 Construction Days.

NAVIGATING CRITICAL PROJECT FACTORS

Given the current state of the construction market, one of the more difficult elements to maneuver when designing a Capital Improvement Project would be managing project budgets in today's market.

With progressive cost increases on everything from lumber to labor, keeping projects within budget can be difficult as prices continue to rise. However, G&A utilizes various **budget controls** and **value engineering** techniques to **reduce costs and mitigate scope creep**. We perform cost estimating in-house, examining recent similar bids and consulting with local contractors to gauge current market conditions, allowing us to produce **accurate cost estimates**. We discuss our Budget Control methods in-depth below.

BUDGET CONTROLS

Our clients often work with a fixed budget and it is our job to meet their design goals without exhausting their financial resources.



Field Constructability Review for Lake Munson Sewer Project

The best budget control process is to develop a clear and concise scope of services and minimize "scope creep". Once the entire scope of services has been identified, G&A and its team members will be able to establish an opinion of probable cost for the project. G&A will use recent bids received by Okaloosa County on similar projects, utilize the FDOT database and consult with local contractors to determine current market conditions. G&A has the ability to reach out to current and former construction contractors to assist with constructability reviews. For past projects these reviews have been invaluable to determine if a design is constructible. Experts in the construction industry field can provide information on how much a proposed improvement may cost based off location, accessibility by the required construction machinery and whether a design is feasible for the site.

Utilizing these methods will assist us in securing fair and reasonable opinions of probable cost. In the event estimates exceed the construction budget, G&A will work with the Okaloosa County to prioritize scope elements and develop alternates during the bid process.

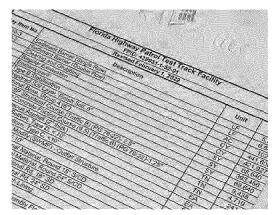
MILESTONE ESTIMATES

G&A performs its own in-house cost estimating. Through the bidding of similar projects, G&A can provide pre-design and intermediate costs. This allows everyone to see exactly where the inflated items are so that value engineering can be accomplished without sacrificing quality. Cost estimates will be prepared at the requested design milestones and at the final construction stage.

VALUE ENGINEERING

At each stage of the design process, we will use value engineering procedures to evaluate alternative systems. This process will test not only initial costs, but long-term operational costs of design decisions as well.

Cost control will be achieved by remaining cost-conscious throughout all phases of the design. We will frequently apprise the client of cost alternatives and savings opportunities throughout the design process, thus allowing the client to achieve the "best value" through design. Our design team will consider the cost implications of every design decision and focus on the cost efficiency of repetitive cost elements. In this way, we are constantly monitoring cost and providing continuous value engineering to ensure that the project remains within budget.



G&A Summary of Pay Items Sheet

Successful project delivery relies on high levels of coordination and communication. This will offer key personnel the ability to meet as needed, when needed. Our proactive approach results in rapid mobilization, a quicker response, a shorter project schedule, and lower costs for our clients.

COMMUNICATION

Timely project performance is not possible without good communication between client and consultant. G&A's client communication philosophy can be summed up in three words: proactive, reliable and concise.

We communicate early and often with our clients concerning project status, emerging challenges, and upcoming decision points, in order to be proactive rather than reactive.



Communication is Key Throughout any Project



Kerry Forest Parkway Extension

Frequent and proactive communication helps us to maintain awareness of potential changes in project conditions or client priorities. The sooner all affected parties are made aware of such changes, the more rapidly and seamlessly decisions can be made and the sooner and more effectively the project team can respond.

We strengthen the reliability of our communications by establishing the lines of client communication at the project 'kick-off' meeting. This includes clearly identifying project management staff on both the consultant and the client side of the team, as well as identifying others who need to be kept informed of project developments, at what frequency, and what means of communication will be used.

QUALITY CONTROL & QUALITY ASSURANCE

The G&A Team will ensure the success of Okaloosa County Project in part through the implementation of our **Quality Control & Quality Assurance (QA/QC) Plan**.

All G&A staff are thoroughly committed to providing quality project deliverables and it is our belief that quality is the responsibility of everyone that works on a project, from support staff to design professionals and sub-consultants. G&A requires that all team members perform all activities in conformance with set requirements, no matter how large or small their overall contribution to the design process is. While we expect the highest quality from all of our staff and sub-consultants, we also recognize that some mistakes are inevitable which is why promoting strict quality control guidelines and adhering to the procedures set forth by those guidelines is an integral part of our QA/QC process.



Regular In-House QA/QC Reviews Help Ensure the Utmost Accuracy of Design Documents

The quality control plan implemented by G&A will include a planned system of review procedures conducted by personnel not directly involved in the plans development process. The QA/QC procedures implemented by G&A are designed to provide routine and consistent checks to ensure the accuracy of data acquisition and calculations, and to identify and address errors and omissions, while documenting and archiving records of all QC activities.

G&A's Quality Process for this project provides a series of checks and balances which will enable us to adhere to the policies, standards, and accepted practices of the County. It also provides an effective tool for enhancing communication among design team members.

CONSTRUCTION COST ESTIMATING

At G&A, we approach construction cost estimating with meticulous detail and precision. It starts with a thorough understanding of the project, in which we assess the project scope, review the plans, and evaluate site conditions.

We break the project down into individual tasks, estimating the **cost of labor**, **material**, **equipment**, **and any subcontractor services** for each task. We also factor in potential variables such as market fluctuations, potential risks, and contingencies. Once we've compiled all this data, we develop a accurate, comprehensive cost estimate.

We understand that an accurate cost estimate is essential to a successful project, and we strive to deliver that with every project we undertake.

SCHEDULE MANAGEMENT

It was requested in the RFQ that the Consultant: "Identify what steps are taken for problem solving particularly if it is determined a project schedule cannot be met." While we always strive to maintain established schedules, whether by devoting additional resources or accelerating certain tasks, there are times when unforeseen issues can arise that make schedule adherence impossible or impractical.

In the event that schedule delays are projected, here are some steps to help best maintain the overall schedule:



West Bloxham Street Utility Improvements

When a project delay is encountered, the first course of action is to determine the root cause, whether it's a resource issue, unforeseen site conditions, work inefficiencies, or technical challenges. After isolating the problem, we can then assess how it affects the overall project timeline and which milestones are impacted.

The next step is to brainstorm potential remedies, which could range from reallocating resources to creating an alternate design. G&A can evaluate proposed solutions based on feasibility, cost, and potential impact, and select the most efficient option.

G&A will then implement the solution, keeping Okaloosa County Personnel in the loop and adjusting the project schedule appropriately. The progress of the project is continually monitored to verify the effectiveness of implemented measures.

Lastly, will take to heart what we learned from the situation, ensuring we're better equipped to prevent or handle similar issues in the future.

SUB-CONSULTANT MANAGEMENT

G&A has extensive experience in coordinating multiple sub-consultant efforts, providing various services such as: surveying, geotechnical investigations, environmental services, electrical engineering, architectural design, and other disciplines to meet our clients' needs.

Through consistent communication and adherence to design and QA/QC procedures, we will ensure that subconsultant deliverables are provided accurately and on-schedule.



Short Street Stormwater Outfall Improvements

An advantageous feature of the G&A Team is the inherent cohesiveness and redundancy in the selection of our subconsultant team members, as G&A has worked with the majority of the selected sub-consultants on past or ongoing projects.

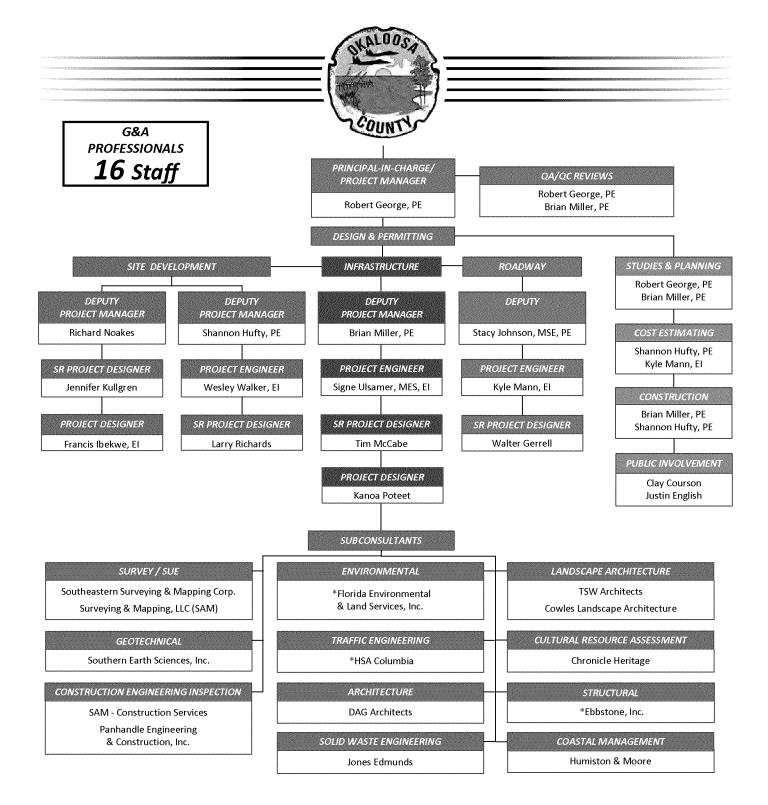
Having multiple sub-consultants for the same discipline to choose from allows us to assign sub-consultant work to best suit *the County's needs*. Also, if at any point one sub-consultant has insufficient availability to begin work immediately, G&A can select an alternate sub-consultant with greater availability.

G&A CONSULTANT TEAM

The Key Staff G&A have the proven experience and capabilities to provide all the technical services needed to successfully close out any assigned project.

Our Team provides a total of **16 G&A Professionals**, and numerous sub-consultant personnel. The G&A Team has sufficient availability to begin work on any projects assigned under this contract immediately and without delay.

Below we have provided an Organization Chart depicting our project management hierarchy:



^{*} MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE

LOCATION

G&A has been providing civil engineering services to clients all throughout the Big Bend and even as far south as the Florida Keys, from our Main Office in Tallahassee, FL over the past 25 years. From planning through construction, we are fully able to manage any projects assigned under this contract in the best interest of Okaloosa County. We have excellent relationships with the state permitting agencies associated with projects to be assigned under this project, and can appear in person for meetings upon one business day's notice.

Consultant response time is critical to any project, and G&A strives to always respond to design and construction phase matters with both expedience and efficiency. We understand that the construction phase is the most critical component of any project, and being responsive and readily available will help avoid delays as projects progress.

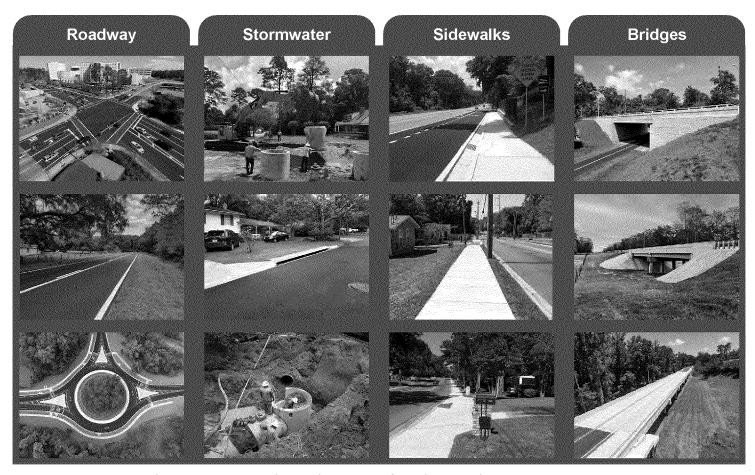


Furthermore, all Sub-Consultants selected for this project have offices located in the North Florida Area.

REVIEW PROCESS FOCUS AREAS

At G&A, we have a commitment to delivering high-quality, long-lasting infrastructure. Each project we undertake, regardless of its scale, is thoroughly examined under our QA/QC process. The main focus areas of our QA/QC process are technical accuracy and operational efficiency.

In simple terms, this means that we examine our work for **errors or omissions**, and for **productivity and schedule-adherance**. Our goal is to strike a balance between quality, cost-effectiveness, and timely delivery.



G&A has experience with a wide variety of roadway and transportation projects.

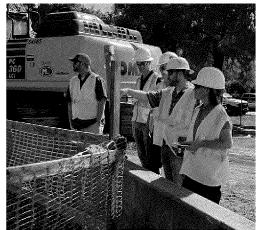
EXPERIENCE WITH CONSTRUCTION PHASE SERVICES

At G&A, the Construction Phase is considered throughout the entire design process. Factors such as accessibility by construction equipment and impacts to the traveling public are taken into account, and measures are included in the plans to mitigate any issues and ensure that the construction phase goes smoothly.

G&A can remain intimately involved throughout the construction process to ensure adherence to the construction documents, if requested by the County.

I. CONSTRUCTION PROGRESS MEETINGS

Once a project moves into the construction phase and if requested, G&A can continue our coordination efforts by attending monthly progress meetings with County project staff, contractor personnel, and sub-consultants as appropriate. These meetings will serve to update the County and other project team members as to the status of the project, identify any unresolved issues with the potential to impact project completion and accomplish coordination as needed for ongoing or upcoming work.



II. CONSTRUCTION ADMINISTRATION

George & Associates and its staff have been offering Post-Design Services for local government clients since 1997. These services commonly include: interpreting contract documents as required, timely responses to Contractor Requests for Information, reviewing materials tests, observing construction, maintenance of traffic, and implementation of sediment and erosion controls on-site for consistency with contract documents. We can also assist the County Project Manager with substantial and final completion inspections.

In some cases, field adjustments to the plans may become necessary. In such cases, G&A will coordinate with the Contractor to document all revisions to the project plans, and to avoid (if possible) or minimize any delays to the project.

G&A Staff Onsite During Construction

Constructions Administration services commonly include: reviewing and approving the construction schedule, shop drawings, materials samples, and other Contractor submittals, tracking Contractor submittals and approvals.

Also included are preparing progress reports, facilitating monthly progress meetings, pay request review and approval, monitoring compliance with project permits, and construction schedule approval.



G&A Provides Construction Administration on the Majority of Our Projects



Star Metro Bus Parking Resurfacing

III. REPORTS / RECORD DOCUMENTS

G&A will compile periodic construction reports as authorized, for submittal to the County Project Manager. Frequency (daily, weekly, etc.) will most often be determined by the authorized frequency of site visits. If desired, G&A can prepare minutes of all meetings, and distribute as directed by the County Project Manager.

Upon project completion, G&A will provide Okaloosa County with the original and as-built plan drawings, signed and sealed by a licensed design professional.

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Professional Consulting Services CIVIL ENGINEERING

RFQ RESPONSE

QUALOOS, COUNTY



GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC.

5 RFQ RESPONSE SCHEDULE AND BUDGET

At G&A we take adherence to schedule and budget very seriously. Time and money are both limited resources, must be used efficiently to maximize their value. We, much like our clients, keep scheduling and budgetary constraints at the forefront of our minds, and actively coordinate personnel and workloads to meet help meet these deadlines and requirements.

As requested in the RFQ, G&A has provided references for each of the projects listed previously in **Section 2: Past Record**.



SW GREENWAYS & DEBBIE LIGHTSEY NATURE PARK

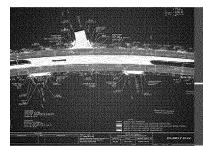
Owner: Blueprint Intergovernmental Agency

Project Met Schedule and Budget Requirements: Yes

Client Contact: Junious Brown

Phone Number: (850) 219-1063

Email: Junious.Brown @Bluepr<u>intia.org</u>



FDOT SR 188 (RACETRACK RD) RESURFACING IN OKALOOSA COUNTY

Owner: Florida Department of Transportation

Project Met Schedule and Budget Requirements: Yes (Under Construction)

Client Contact: Howard Hodge (FDOT Representative w/PECS) Phone Number: (850) 526-2291

Email: HHodge @pecscorp.com



SR 95 (US 29) MILLING & RESURFACING & SUPERELEVATION CORRECTION

Owner: Florida Department of Transportation

Project Met Schedule and Budget Requirements: Yes (Under Construction)

Client Contact:
Howard Hodge (FDOT
Representative w/PECS)

Phone Number: (850) 526-2291

Email: HHodge @pecscorp.com



BLOUNTSTOWN ST SIDEWALK IMPROVEMENTS

Owner: City of Tallahassee

Project Met Schedule and Budget Requirements: Yes

Client Contact: Molly Levesque, P.E. Phone Number: (850) 891-2862

Email: Molly.Levesque @talgov.com



WEEMS ROAD EXTENSION

Owner: City of Tallahassee

Project Met Schedule and Budget Requirements: Yes

Client Contact: Eric Gooch, P.E. **Phone Number:** (850) 891-7001

Email: Eric.Gooch @talgov.com

egulatory and Grant Experience

Professional Consulting Services CIVIL ENGINEERING

RFQ RESPONSE





PERMITTING EXPERIENCE

G&A has extensive experience navigating the permitting process across various local, state, and federal agencies on projects in North Florida. Each agency presents unique challenges and requirements that G&A has learned to manage effectively.

Through our experience working with **FDOT**, we have acquired a deep understanding of District 3's transportation network. When projects impact state roads or other transportation infrastructure, G&A provides careful coordination with FDOT to ensure safety and minimal disruption.

FDEP and **NWFWMD** both have stringent environmental requirements. Our experience has underscored the importance of thorough environmental impact assessments to expedite permitting with these agencies.

In working with the **USACE**, G&A has learned that early and detailed consultations are key to navigating the USACE's complex permitting process.



Lake Munson Septic-to-Sewer Conversion Project

We are aware that when dealing with local **Department of Defense (DoD)** there are meticulous security considerations and requirements for DoD facilities. This knowledge is essential when working on projects located on or near military bases or other sensitive sites.

Overall, G&A's experience illustrates that successful permitting requires a comprehensive understanding of each agency's requirements, early engagement, and continuous communication throughout the process.

EXPERIENCE WITH GRANT-FUNDED PROJECTS

G&A works with a wide variety of clients, many of whom seek to utilize **grant funding** to help offset or even fully fund their projects.

Grant funding can originate from a variety of sources, such as the State Revolving Fund (SRF), Hazard Mitigation Grant Program (HMGP), and Community Development Block Grants - Disaster Recovery Assistance (CDBG-DR), as well as the Small County Outreach Program (SCOP) and the Small County Road Assistance Program (SCRAP), to name a few.

Each of these funding sources comes with its own unique set of requirements and stipulations as it relates to construction documents, specifications, and meeting grant agreement milestones, and it is always our intent to ensure that all applicable criteria are met when designing grant-funded projects. Specifically, since many of these funding sources are time-sensitive, G&A ensures that all required milestones are met within the schedule.



Gas Plant Road in Taylor County

Our firm has assisted clients in securing grant funds and providing engineering services for a total of *30 different projects* located throughout Florida, in excess of *Thirty Million Dollars*.

Our recent grant-funded projects include the Gas Plant Road Milling & Resurfacing and Shoulder Widening project, which utilized FDOT Small County Outreach Program (SCOP) funding. Also the ongoing McDaniel Road Widening & Reconstruction and San Pedro Road Retaining Wall & Roadway Reconstruction Projects, both of which utilize SCOP funding.

Furthermore, we are currently managing several federally-funded projects, including **Sewer and Site Improvements at Topsail Hill Preserve State Park** and **Facilities Redevelopment Improvements at Camp Helen State Park**, both funded through the **Deepwater Horizon Natural Resource Damage Assessment (DWH NRDA).**

Our familiarity with grant-funded projects will be prove beneficial when assisting Okaloosa County with its engineering needs. Our ability to manage a project in accordance with funding source requirements is a valuable skill that we provide to all our clients.

Professional Consulting Services CIVIL ENGINEERING

RFQ RESPONSE

Business Credentials and Other



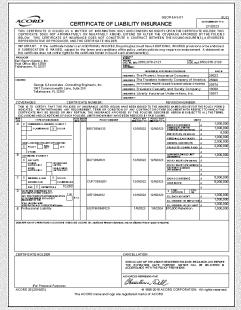


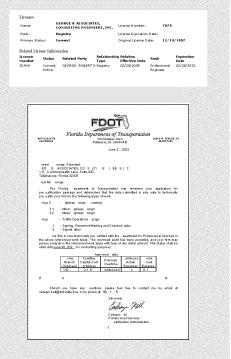
7 RFQ RESPONSE BUSINESS CREDENTIALS AND OTHER



GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC.CIVIL ENGINEER (PRIME)





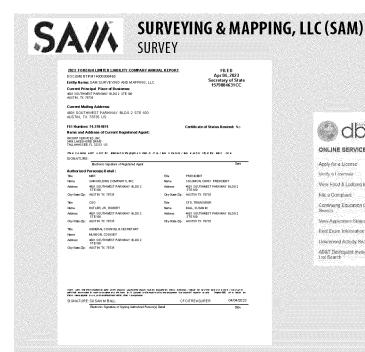




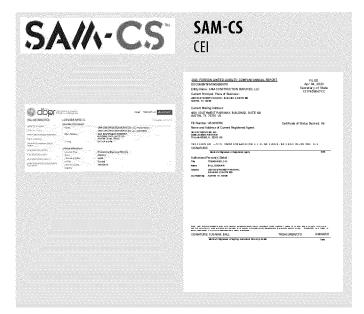


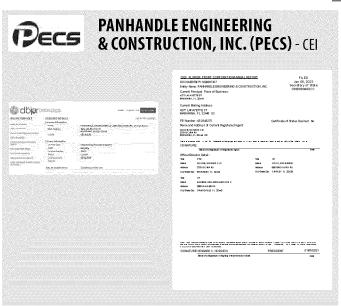


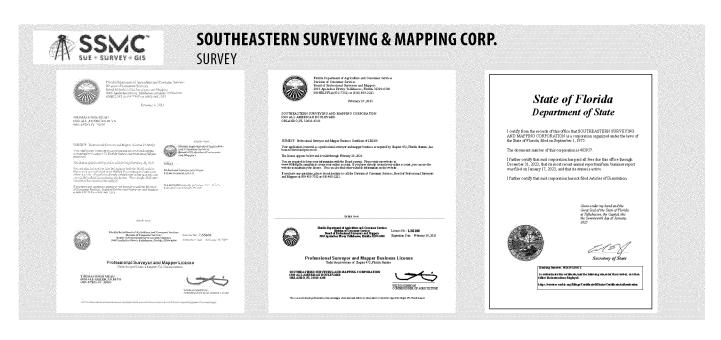


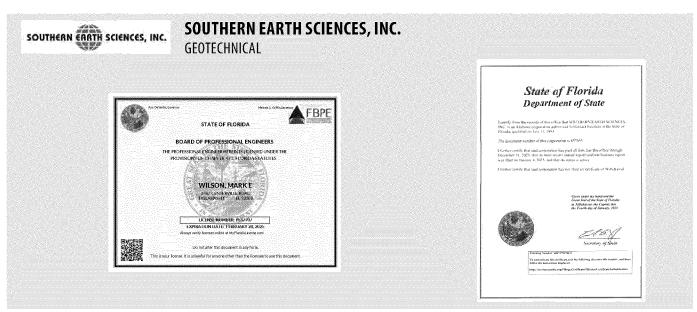




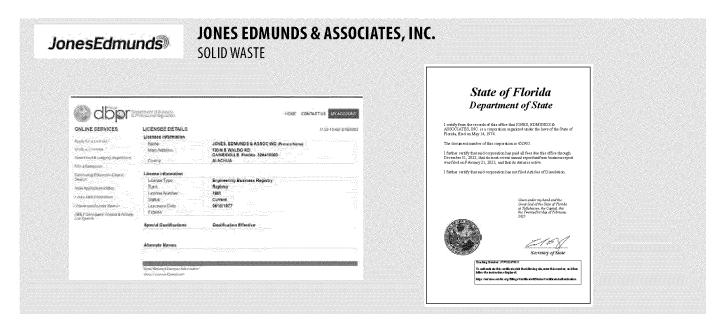










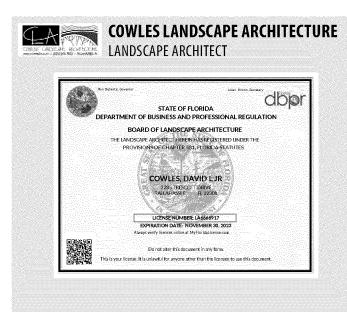


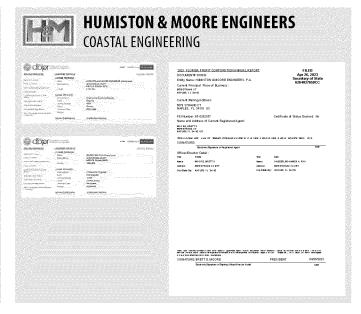


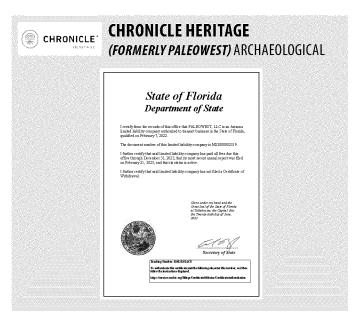
BUSINESS CREDENTIALS AND OTHER

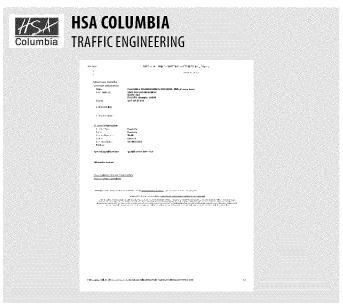












RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

	YES:	NO:X	
	AME(S) I/A	POTISTION(S) N/A	
pur .			
, 1964 - 1964			
FIRM NAME:	George & Associates, Cons	ulting Engineers, Inc.	
BY (PRINTED): BY (SIGNATURE):	Robert George		
TITLE:	President	• • • • • • • • • • • • • • • • • • •	
ADDRESS:	1967 Commonwealth Lan	e, Suite 200	
	Tallahassee, Florida 32303	**.	
PHONE NUMBER:	850-521-0344	* *	
E-MAIL:	accounts@gaceng.net	<u>.</u>	
DATE:	11/27/2023		

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

DATE:	11/27/2023	SIGNATURE:	Labort Furt
COMPANY:	George & Associates, Consulting Engineers, Inc.	NAME:	Robert George
ADDRESS:	1967 Commonwealth Lane, Suite 200	TITLE:	President
2 9	Tallahassee, Florida 32303		
**	4		
E-MAIL:	accounts@gaceng.net		

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

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

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

Ada Hurrepresenting	George & Associates, Consulting Engineers, Inc.	on this 27	lay of
Signature	Company Name		
November 2023, I hereby agree t	o abide by the County's "Con-	e of Silence Clause	and:

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.

George & Associates, Consulting Engineers, Inc.	A Obert Trus
Proposer's Company Name	Authorized Signature Manual
and the state of t	
1967 Commonwealth Lane, Suite 200, Tallahassee, FL 32303	Robert George
Physical Address	Authorized Signature - Typed
1967 Commonwealth Lane, Suite 200, Tallahassee, FL 32303	President
Mailing Address	Title
(850) 521-0344	850-521-0345
Phone Number	FAX Number
(850) 322-5955	N/A
Cellular Number	After-Hours Number(s)
11/27/2023	
Date	

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.	100 miles (100 miles (DAIE		
Addendum #1	RIG	11/07/2023		
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			 ;	
			4	

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:	George & Associates, Consulting Engineers, Inc.
Physical Address & Phone #:	1967 Commonwealth Lane
	Suite 200
	Tallahassee, Florida 32303
	850-521-0344
Contact Person (Typed-Printed):	Clay Courson
Phone #:	850-521-0344
Cell #:	850-322-5955
Federal ID or SS #:	59-3477859
DUNNS/SAM #:	H48TXD152KJ3
Respondent's License #:	FL Civil 7879
Additional License – Trade and Number	N/A
Fax #:	850-521-0345
Emergency #'s After Hours, Weekends & Holidays:	850-322-5955
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 <u>subpart 32.11</u>) 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 <u>subpart 4.14</u>) 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: George & Associates, Consulting Engineers, Inc.	
Entity Address:1967 Commonwealth Lane, Suite 200, Tallahassee, FL 32303	
Sam.gov Unique Entity Identifier: H48TXD152KJ3	
CAGE Code: 9DCB5	

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1.	Owner's Name and Address: <u>Blueprint Intergovernmental Agency (Debbie Lightsey Nature Park)</u>
	315 South Calhoun Street, Suite 450, Tallahassee, FL 32301
Contact	Person: Junious Brown Telephone # (850)219-1063
*Email:	Junious.Brown@Blueprintia.org
2.	Owner's Name and Address: Florida Department of Transportation (SR 188 Resurfacing)
	1074 US-90, Chipley, FL 32428
Contact	Howard Hodge Person: (FDOT Representative w/PECS) Telephone # (850)526-2291
*Email:	HHodge@pecscorp.com
3.	Owner's Name and Address: Florida Department of Transportation (SR 95 Resurfacing)
	1074 US-90, Chipley, FL 32428
Contact	Howard Hodge Person: (FDOT Representative w/PECS) Telephone # (_850) _ 526-2291
*Email:	HHodge@pecscorp.com
4.	Owner's Name and Address: City of Tallahassee UUPI (Blountstown St Sidewalk Improvements)
	408 North Adams Street, Tallahassee, FL 32301
Contact	Person: Molly Levesque, P.E. Telephone # (<u>850</u>) <u>891-2862</u>
*Email:	Molly.Levesque@talgov.com
5.	Owner's Name and Address: City of Tallahassee UUPI (Weems Road Extension)
	408 North Adams Street, Tallahassee, FL 32301
Contrac	t Person: Eric Gooch, P.E. Telephone # (_850)891-7001
*Email:	Eric.Gooch@talgov.com

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Robert George, President Name and Title of Contractor's Authorized Official

11/27/2023 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	George & Associat	tes, Consulting Engi	neers, Inc.		
2. This sworn statement is submitted by_	Robert George	_whose business	address is: _	1967 Commonwealth L	ane, Suite 200,
· -				Tallahassee, FL 32303	
and (if applicable) its Federal Employ	er Identification	Number (FEIN) i	s (If entity	y has no FEIN,	, include
the Social Security Number of the individ	dual signing this s	worn statement: _	59-3477859		
3. My name is Robert George	_and my relations!	hip to the entity na	med above	is <u>President</u>	

- 4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

	nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.			
W	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.]			
<u>*** -** -*</u>	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.]			
$\frac{z_1}{z_p} = \frac{z_2}{z_p} + z_1$	The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]			
Date:_	11/27/2023 Signature: 60 4 July			
STAT	E OF: FLORIDA			
	TROM			
COUP	NTY OF: LEON			
	DNALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, his/her signature in the space provided above on this <u>27</u> day of <u>November</u> , in the year <u>2023</u> .			
iviy con	nmission expires: 02/61/2025			
	Notary Public			
	CHARLES C. COURSON Commission # HH 082745 Expires February 1, 2025 Bonded Thru Troy Fain Insurance 800-385-7019			
	Print, Type, or Stamp of Notary Public			
n access				
Fersor	nally 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

Robert-George, President			
Printed Name and Title of Authorized Representative			
Robert Dury	.a.,	11/27/2023	
Signature /	107°	Date	

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

George & Associates,

By executing 1	this Certificate Consulting Engineers,	Inc. , the proposer, certifies that it is not: (1
listed on the S	Scrutinized Companies that Boycott	t Israel List, created pursuant to section 215.4725, Florida
그 사람 그는 이 사람들이 가는 사람들이 있다.	제품(B.) 등 전체 가는 사람들은 보고 있는 것이 되었다. 그런 지역 기계	d on the Scrutinized Companies with Activities in Sudan Lis
		Iran Petroleum Energy Sector List, created pursuant to section soperations in Cuba or Syria. Pursuant to section 287.135(5)
		proposer proper immediately or immediately terminate any
		found to have submitted a false certification as to the above
	and the control of th	ompanies that Boycott Israel List, is engaged in a boycott o
7.7	그 유럽이 그렇게 되었다. 그 그 그 그들은 그는 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	es with Activities in Sudan List or the Scrutinized Companie r List, or has been engaged in business operations in Cuba o
		County determines that the proposer has submitted a false
the state of the s		to the proposer. Unless the proposer demonstrates in writing
		at the County's determination of false certification was made ast the proposer. If the County's determination is upheld,
		neligible to propose on any Agreement with a Florida agency
		the date of County's determination of false certification by
proposer.		_ ^
As the person a	authorized to sign this statement. I cer	rtify that this firm complies fully with the above requirements
		// I X_
DATE:	11/27/2023	SIGNATURE: A ME Vag
DATE:	The second of th	_ SIGNATURE.
alto the factor of the first	George & Associates, Consulting Engineers, Inc.	
COMPANY:	Consulting Engineers, Inc.	NAME: Robert George
		(Typed or Printed)
ADDRESS:	1967 Commonwealth Lane	= *
		TITLE: President
	Suite 200	
•	S Register :	E-MAIL: accounts@gaceng.net
	Tallahassee, FL 32303	
r.	Talianassee, Lt. 52503	
	nen ent nous	
PHONE NO.:	850-521-0344	- *

GRANT FUNDED CLAUSES

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

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

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

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

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

<u>Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)</u>: Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *propose*r 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.

<u>Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)</u>: 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.

<u>Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):</u> 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.

<u>Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):</u> 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.

<u>Federal Changes:</u> 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.

<u>Termination for Convenience:</u> 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.

<u>Safeguarding Personal Identifiable Information (2 CFR § 200.82):</u> 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.

<u>Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)</u>: 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].

<u>Trafficking Victims Protection Act (2 CFR Part 175)</u>: 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.

<u>Domestic Preference For Procurements (2 CFR § 200.322)</u>: 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 (FAPIIS) (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 (FAPIIS) 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.

<u>Federal Agency Seals, Logos and Flags:</u> 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 preapproval.

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 ₽	resident	on b	ehalf of	George & Associates, Consulting Engineers, Inc	
federal	AND THE RESERVE OF THE PARTY OF	rized to sign below and confirm the <i>pr</i> nditions and has made inquiries and h				
	DATE:	11/27/2023	SIGNATU	JRE: 🛧	obert fors	
	COMPANY:	George & Associates, Consulting Engineers, Inc.	NAME:	Robert Geo	orge	
	ADDRESS:	1967 Commonwealth Lane Suite 200 Tallahassee, FL 32303	TITLE:	President		
	E-MAIL: _	accounts@gaceng.net				
	PHONE NO.	: 850-521-0344				

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.

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The	President	on behalf of	George & Associates, Consulting Engineers, Inc.
			y able to comply with these requirements,
	and the state of the	uiries and/or further	examination of the law and requirements
as is necessary t	o comply.		// / / /
DATE:	11/27/2023	SIGNATURE: _	of obert turns
COMPANY:	George & Associates, Consulting Engineers, Inc.	NAME: _	Robert George
ADDRESS:	1967 Commonwealth Lane	TITLE: _	President
s	Suite 200		
į.	Tallahassee, FL 32303		
E-MAIL:	accounts@gaceng.net		
PHONE NO.:	850-521-0344		

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

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

Certificate of Compli	ance with Buy America Requirements
The proposer or offeror hereby certifies that and the applicable regulations in 49 CFR part 661. DATE: 11/27/2023 SIGNATURE: COMPANY: George & Associates, Consulting Engire NAME: Robert George TITLE: President	neers, Inc.
Certificate of Non-Comp	pliance with Buy America Requirements
	it cannot comply with the requirements of 49 U.S.C. 5323(j) ment pursuant to 49 U.S.C. 5323(j)(2), as amended, and the
DATE:	7
SIGNATURE:	
COMPANY:	
NAME:	
TITLE:	

RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT

그렇게 하면 하는 이 경기를 하는데, 하는 사람이 없는데 하는데 사람이 되어 하는데 이렇게 되었다. 그렇게 되었다.	below signed proposer has not divulged to, discussed on the did has not colluded with any other proposer or parties to whatever
	permitted either with, prior to, or after any delivery of cancellation and/or return of material (as applicable) and the
George & Associates, Consulting Engineers, Inc.	A Mart Juns
Company Name	Authorized Signature — Manual
1967 Commonwealth Lane, Suite 200	Robert George
Address	Authorized Signature – Typed
Tallahassee, FL 32303	President
Address	Title
850-521-0344	850-521-0345
Phone #	Fax#
59-3477859	
Federal ID # or SS #	

Date Submitted: __11/21/2023

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: SIGNATURE: 11/27/2023 NAME: COMPANY: George & Associates, Consulting Engineers, Inc. Robert George (TYPED OR PRINTED) ADDRESS: 1967 Commonwealth Lane Suite 200 TITLE: President Tallahassee, FL 32303 PHONE #: E-MAIL: 850-521-0344 accounts@gaceng.net



ADDENDUM 1

November 7, 2023 RFQ PW 81-23

General Engineering & Professional Services for Okaloosa County Public Works

Please find the attached document and information below, for the above referenced Addendum 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum 1 is to address vendor questions submitted prior to the last day for questions date.

I. Questions / Answers

Question #1: Can you please clarify if the covers, section dividers, table of contents, and letter of interest are included in the 25-page limit?

Answer #1: No

Question #2: Will one 11"X17" page be acceptable for the organizational chart?

Answer #2: Yes

Question #3: Our firm is applying for a UEI number for our local office; however, a representative at the federal helpdesk informed us that due to a backlog with assigning CAGE codes, it may take up to two months to process our entity account. Will the County allow us to submit documentation that our application for a UEI number is in progress, and allow us up to the date of contract negotiations to provide proof of SAM registration? Alternatively, we are able to provide current proof of registration and UEI numbers for our headquarters location in Tennessee and several other branches that do business with the government. In lien of a UEI number for a Florida branch office, please let us know if we can provide our headquarters UEI with our proposal submission.

Answer #3: The firm may submit proof of their application with SAM.GOV. The proof may be with the submission of the Request for Qualifications (RFQ), this will not count towards the 25 page limit. Also, you may submit under your headquarters with an active SAM.GOV identification number.

Question #4: Can we include key personnel resumes in an appendix that doesn't count toward the page limit?

Answer #4: Page 4, paragraph 2 states, "The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 25 pages, #12 font minimum. (Required forms are excluded from the total page count) All pages over the 25 page limit will not be read or evaluated."

Question #5: What format will the oral presentations be?

Answer #5: If oral presentations are needed, we will provide a new scoring matrix with questions. The firm will present in person at an appointed time. The oral presentations will be publicly announced.

Question #6: In Section 7. Business Credential and Other, it is requested to include State of Florida Licensing/Registration qualifications of the firm and key personnel. Will pages in this section be counted against the total page limit of 25 pages?

Answer #6: No

The solicitation opening date remains November 30, 2023 at 3:00 p.m. (CST).