

**DESOTO COUNTY ENGINEERING SERVICES / REPAIR OR
REPLACEMENT OF BRIDGE #044033 ON SECOND BUNKER AVENUE
Solicitation # 23-15-00RFQ**

THIS AGREEMENT is made this 16th day of June, 2023, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **KCI TECHNOLOGIES, INCORPORATED** a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 4041 Crescent Park Drive, Tampa, Florida 33578.

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in the best interest of the COUNTY to retain a CONSULTANT to perform Engineering Services related to the DeSoto County Repair or Replacement of Bridge #044033 located on Second Bunker Avenue; and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services, attached hereto as Exhibit "A" and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, the COUNTY has determined that it to be in the best interest of the COUNTY to award an Agreement to the CONSULTANT for the rendering of those services described in Exhibit A; and;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the COUNTY and the CONSULTANT.

I. INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT:

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the COUNTY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement.
- B. Scope of Services attached hereto as Exhibit "A".
- C. General and Special Conditions attached hereto as Exhibit "B".

- D. ARPA Federal Provisions attached hereto as Exhibit "C".
- E. Federal Funding Provisions with additional forms attached hereto as Exhibit "D".
- F. CONSULTANT'S Proposal, Scope and Fee Schedule attached hereto as Exhibit "E".
- G. Site Locations Map and Bridge Inspection Report attached hereto by reference.

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

II. **DEFINITIONS:** The following terms shall have the meanings expressed below unless otherwise indicated.

Acceptance: Approval by the COUNTY of the Services as being fully complete in accordance with the Agreement and its attached Scope of Services.

Administrative Agent: An authorized representative of the COUNTY assigned to observe the Work performed and materials furnished by the CONSULTANT or such other person as may be appointed by the COUNTY as its representative in the Project.

Agreement: This Agreement between COUNTY and the CONSULTANT.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Scope of Services, including drawings and specifications, by additions, deletions, clarifications or corrections to the Scope of Services.

Application of Payment: The form furnished by the CONSULTANT to request progress payments and an affidavit of the CONSULTANT that progress payments theretofore received from the COUNTY on account of the Services has been applied by the CONSULTANT to discharge in full all of the CONSULTANT'S obligations stated in prior Applications for Payment.

Approval: Acceptance by the COUNTY as satisfactory.

Change Order: A written order to the CONSULTANT signed by the COUNTY authorizing an addition, deletion or revision in the Services, or an adjustment in the Agreement fee or the Time for performance.

Consultant: The person, firm or corporation with whom the COUNTY has executed this Agreement.

Contracting Officer: The COUNTY or the individual who is authorized to sign the Agreement on behalf of the COUNTY'S governing body.

County: DeSoto County, Florida.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Modification: A written amendment to the Agreement signed by both parties; a Change Order; a written clarification or interpretation issued by the COUNTY; or a written order for a minor change or alteration in the Scope issued by the COUNTY.

Price: The fee payable to the CONSULTANT under the Agreement.

Project: The entire Scope of Services to be performed as provided prior to the commencement of any work.

Services: Work as defined by the Administrative Agent or Development Department.

Time: The number of calendar days stated in the Project commencement for the completion of Services.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Scope assigned to or undertaken by the CONSULTANT(S) under the Scope of Services, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: All written notices, demands, instruction, claims, approvals, and disapprovals required to obtain compliance with Service requirements, whether delivered in person or to the CONSULTANT'S authorized agent. Unless otherwise provided, notice to the COUNTY shall be to the Authorized Administrative Agent.

III. CONSULTANT SERVICES:

CONSULTANT agrees to diligently and timely perform professional services for the COUNTY in performing the DeSoto County Repair or Replacement of Bridge # 044033 located on Second Bunker Avenue.

This Agreement shall commence immediately upon execution by both the COUNTY and the CONSULTANT.

IV. RESPONSIBILITIES OF THE CONSULTANT:

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. CONSULTANT shall furnish all labor, supervision, equipment and materials for the Service. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly responsible for the performance of this Agreement.
- C. The CONSULTANT covenants and agrees that it and its sub-consultants, if any, and its employees shall be bound by the Standards of Conduct, Chapter 112, Florida Statutes as it relates to Work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.
- D. Prior to entering into this Agreement, the CONSULTANT shall file a sworn statement with the COUNTY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the CONSULTANT shall thereafter comply with Florida Statutes concerning such activities.
- E. The CONSULTANT shall comply with and contractually require its sub-consultants to comply with all federal, state, and local laws, regulations and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement.
- F. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the CONSULTANT'S offices for the purpose of inspection, audit, and copying during normal

business hours by the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of five-(5) years after completion of the services or as required by Chapter 119, Florida Statutes.

- G. CONSULTANT further represents and warrants that all previous representation and statements made in the Proposal Forms attached to its response to Proposal 23-15-00RFQ are accurate to the best of CONSULTANT'S knowledge and reaffirms its attestations and the information contained in those documents herein.
- H. CONSULTANT represents and warrants that all state and federal licenses required to complete the Scope of Services shall be obtained by the CONSULTANT prior to commencement of any Work.
- I. For Work that is to be performed on premises that are owned or controlled by the County, CONSULTANT shall exercise precaution for its employees and the County's property. The CONSULTANT shall comply with applicable laws, rules, regulations or ordinances related to safety and health and shall take precautionary and prompt action where loss control/safety measures should reasonably be expected. The CONSULTANT shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

V. OBLIGATIONS OF COUNTY:

- A. The COUNTY will designate an Administrative Agent to act on behalf of the COUNTY with respect to the Scope of Services and whose role is to monitor day-to-day activities and ensure all requirements are met and do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the COUNTY'S Administrative Agent shall include:

- 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT, rendered in writing, and to make any necessary decisions within a reasonable time.

2. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement.
 3. Review for approval or rejection of all of the CONSULTANT'S documents and payment requests in a timely manner.
 4. Returning items delivered by the CONSULTANT, which are not conforming to the Scope of Services, at the CONSULTANT'S expense and risk of increase in cost for items not delivered as specified.
- B. The COUNTY shall, upon request, furnish the CONSULTANT with all existing data, plans, studies and other information in the COUNTY'S possession which may be useful in connection with the Scope of Services, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY'S Administrative Agent upon completion of the Services to be performed by the CONSULTANT.
- C. The COUNTY'S Administrative Agent shall conduct periodic reviews of the Work of the CONSULTANT necessary for the completion of the CONSULTANT'S services during the period of this Agreement and may make other COUNTY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.

VI. COMPENSATION AND PAYMENT OF CONSULTANT:

Compensation for the Scope of Services performed by CONSULTANT shall be payable as follows:

- A. In consideration of the services performed by the CONSULTANT, the COUNTY shall pay the CONSULTANT an amount not to exceed **TWO HUNDRED FORTY-NINE THOUSAND THREE HUNDRED DOLLARS (\$249,300.00)** if it is determined that the Bridge needs replaced. Or an amount not to exceed **TWO TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS**

(\$229,788.00) if it is determined that the Bridge can be repaired.

Work issued under this Agreement shall not exceed thresholds set forth in Florida Statute 287.055(g). Said total amount to include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The CONSULTANT acknowledges and agrees that no minimum level of work or fees is guaranteed by the COUNTY through this Agreement.

The COUNTY will require a detailed breakdown of travel and out-of-pocket expenses to be submitted with each invoice. The Expenditure Report shall include: Payee, Description, Period of Service, Amount and Invoice Number. All Invoices for which these expenditure reimbursements are requested must include this report before payment can be processed.

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the DeSoto County Board of County Commissioners.

B. METHOD OF PAYMENT

1. The CONSULTANT shall prepare and submit to the COUNTY for approval, invoices during the process. Payment shall be issued by the COUNTY'S Finance Department, who shall initiate disbursements for invoices in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously.

The COUNTY reserves the right to withhold payment to the CONSULTANT for failure to perform the Work in accordance with the provisions of this Agreement and the COUNTY shall promptly notify the CONSULTANT if any invoice or report is found to be unacceptable and will specify the reasons.

2. For Services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed Work on those specific services approved in writing by the COUNTY'S Administrative Agent.

VII. LIABILITY OF CONSULTANT:

CONSULTANT shall indemnify and hold harmless the COUNTY, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT and other persons employed by or utilized by CONSULTANT in their performance under this Agreement.

VIII. INSURANCE:

- A. Before performing any services, the CONSULTANT shall procure and maintain, during the life of the Agreement, unless otherwise specified the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Florida Insurance Department and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII. No changes are to be made to these specifications without prior written specific approval by the COUNTY'S Risk Manager.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM

REQUIRED:

CONSULTANT shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed

operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

CONSULTANT shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

PROFESSIONAL LIABILITY:

CONSULTANT shall maintain professional liability errors and omissions coverage with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

The CONSULTANT shall furnish the COUNTY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured on all policies except Workers' Compensation and Professional Liability Insurance. In the event the insurance coverage expires prior to the completion of this Agreement, a renewal certificate shall be issued 30-days prior to said expiration date. The

policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the COUNTY before the commencement of any work activities.

B. POLICY FORM:

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the County's Risk Manager are to be written on an occurrence basis, shall name DeSoto County, its Commissioners, Officers, Agents, Employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Worker Compensation, agree to waive all rights of subrogation against DeSoto County, its Commissioners, Officers, Agents, Employees and Volunteers.
2. Insurance required in this Agreement shall be provided by or in behalf of all sub-consultants to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
3. Each insurance policy required by this Agreement shall:
 - A. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - B. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by Certified Mail, Return Receipt requested has been given to County Risk Management
4. The COUNTY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit the CONSULTANT'S liability nor fulfill the indemnification

provisions and requirements of this Agreement.

6. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the COUNTY is an insured under the policy.
7. Claims made policies will be accepted for professional as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two-(2) years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Agreement, as well as the Agreement number and description of Work, are to be furnished to the County's Risk Manager (201 East Oak Street, Suite 201, Arcadia, FL 34266) prior to commencement of Work AND a minimum of thirty (30) calendar days prior to expiration of the Insurance Contract when applicable. All insurance certificates shall be received by County Risk Management before the CONSULTANT will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONSULTANT'S insurance company and County Risk Management as soon as practicable after notice to the insured.

IX. OWNERSHIP AND USE OF DOCUMENTS:

The documents, or reproducible copies, including reports, designs, specifications, notebooks, tracings, photographs, negatives, findings, data, memoranda and other documents developed by the CONSULTANT in connection with its Services shall be

delivered to, and shall become the property of the COUNTY as they are received by the COUNTY. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the COUNTY.

X. TIMELY PERFORMANCE OF CONSULTANTS PERSONNEL:

The timely performance and completion of the required services is vitally important to the interest of the COUNTY. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the CONSULTANT to perform the Services of this Agreement, shall comply with the information presented in the Professional Services Response Proposal attached hereto as Exhibit "C". The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSULTANT'S key personnel must receive the County Administrative Agent's written approval before said changes or substitution can become effective.

- A. The Services to be rendered by the CONSULTANT shall commence with receipt of a Purchase Order from the County. The time limits set forth by the needs of the Department shall commence to run on the date of the Purchase Order.
- B. The CONSULTANT specifically agrees that all Work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth by the COUNTY, subject only to delays caused through no fault of the CONSULTANT or the COUNTY. Time is of the essence in the performance of this Agreement. The CONSULTANT shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc. because of hindrances or delays for any cause whatsoever, whether or not occasioned by an act of God, or by any act or omission on the part of the COUNTY. COUNTY'S agents or governmental agencies having jurisdiction which hinder or delay may entitle the CONSULTANT to an extension of time in which to complete the Work, which shall be determined by the COUNTY, provided that the

CONSULTANT will give written notice within two weeks as provided herein of the cause of such act, hindrance or delay. An extension of Time shall be the CONSULTANT'S sole and exclusive remedy for all claims for delay, including delays attributable to breach of the Agreement or tort. However, the time shall not be extended past the completion date stipulated in any grant agreement executed by the COUNTY. If any emergency or natural disaster causes delay or interference with the use or delivery of the Services, the COUNTY reserves the right to secure from other sources any services during any suspension of delivery.

- C. The CONSULTANT agrees to provide to the COUNTY monthly written progress reports concerning the status of the Project if requested. The COUNTY may determine the format for this progress report. The COUNTY shall be entitled at all times to be advised at its request, and in writing, as to the status of Work performed by the CONSULTANT. The CONSULTANT, upon request, will include a Project Schedule update with all written progress reports.
- D. In the event unreasonable delays occur on the part of the COUNTY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the COUNTY shall not unreasonably withhold the granting of an extension of the Project Time limitation equal to the aforementioned delay.

XI. PROFESSIONAL SERVICES; ASSIGNMENT:

The Work and Services provided for herein shall be performed by the CONSULTANT, and no other person shall be engaged upon such Work or Services by the CONSULTANT except upon the written approval of the COUNTY, provided, however that this provision shall not apply to secretarial, clerical or other similar incidental services needed to assist the CONSULTANT in performance of this Agreement. The CONSULTANT shall not hire DeSoto County Board of County Commissioners' employees to perform any portion of the Work or Services provided for herein. Neither this Agreement nor any interest or claims hereunder shall be assigned or transferred by

the CONSULTANT to any party or parties, except with the written consent of the COUNTY.

XII. TERMINATION FOR DEFAULT:

The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the CONSULTANT to meet any term of this Agreement or related Exhibit, the COUNTY will notify the CONSULTANT, providing three (3) days (weekends and holidays excluded) to advise the COUNTY of its plan for corrective action to remedy the default. The corrective action plan must be accepted by the COUNTY. Failure on the CONSULTANT'S part to correct the default within the approved time period shall result in the Agreement being terminated and the COUNTY notifying in writing the CONSULTANT of the effective date of the termination. The following shall constitute an act of default:

1. Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
2. Failure to begin the Work under this Agreement within the time specified.
3. Failure to perform the Work with sufficient workers to ensure timely completion.
4. Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
5. Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
6. Failure to comply with any of the terms of the Agreement.
7. Failure to pay sub-consultants or others pursuant to Work done under this Agreement.

In the event of default, the CONSULTANT shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared

by the CONSULTANT in connection with this Agreement will be the property of the COUNTY.

The COUNTY shall authorize payment to the CONSULTANT, the costs and expenses for Work performed by the CONSULTANT prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONSULTANT such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

XIII. TERMINATION FOR CONVENIENCE:

- A. The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective the date specified in the notice, for any of the following reasons:
1. The COUNTY has determined that such cancellation will be in the best interest of the COUNTY to cancel the Agreement for its own convenience.
 2. Funds are not available to cover the cost of the Services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONSULTANT specifying the reason for the Agreement termination and when termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONSULTANT will stop Work to the extent specified.

The COUNTY shall pay the CONSULTANT under following conditions:

1. All costs and expenses incurred by the CONSULTANT for Work accepted by the COUNTY prior to the CONSULTANT'S receipt of the Notice of Termination.
2. Anticipatory profit for Work and Services not performed by the CONSULTANT shall not be allowed.

If, after Notice of Termination of the CONSULTANT'S right to proceed under the provisions of this clause, it is determined for any reason that the

CONSULTANT was not in default under the provisions of the Agreement, the COUNTY may at its option, agree to reinstate the Agreement allowing for project completion.

Neither the COUNTY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

Neither party shall, however be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations under this Agreement.

- B. Convenience. The COUNTY reserves the right to cancel this Agreement if the cancellation is in the best interest of the COUNTY for its own convenience.
- C. In addition to termination, if during the term of the Agreement, the CONSULTANT should refuse or otherwise fail to perform any of its obligations under the Agreement, the COUNTY reserves the right to: 1) obtain the services from another CONSULTANT, and/or 2) suspend the CONSULTANT from submitting future proposals for a period of twenty-four (24) months on other COUNTY Solicitations or Requests for Proposals. In

the event the COUNTY has not terminated the Agreement and there remains a dispute with the CONSULTANT, the CONSULTANT agrees at the COUNTY'S request to continue to operate and perform under the terms of the Agreement while such dispute is pending and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of the suit by the COUNTY unless otherwise requested by the COUNTY.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the Board of County Commissioners for the COUNTY and the duly authorized representative for the CONSULTANT shall agree in writing to this change. All changes shall be in accordance with the requirements of the DeSoto County Procurement Policy.
- B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall incorporate that law by reference and made a part of this Agreement.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in DeSoto County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- D. The parties covenant and agree that each is duly authorized to enter into

and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- E. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if personally delivered or sent by the parties via United States certified mail, postage paid.
- F. The CONSULTANT shall keep books, records, and accounts of all activities related to the performance of this Agreement in compliance with generally accepted accounting procedures. All document, papers, books, records, and accounts made or received by the CONSULTANT in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY.
- G. It is possible that during the course of and subsequent to the termination of this Agreement, the CONSULTANT may desire to publish certain results of scientific, technical or general interest study originating under or existing by virtue of this Agreement in, or by means of journals, magazines, newspapers, radio broadcasts, or other media of communication. The CONSULTANT shall not, without the written approval of the COUNTY, disclose to others, publish or authorize anyone to publish any technical or confidential information acquired in the course of doing Work or rendering Services under this Agreement unless required by Chapter 119, Florida Statutes.
- H. Captions and paragraphs are added for the mere convenience of the parties. Both parties have had an opportunity for legal review prior to signing this document. This Agreement shall not be construed more strictly against the party responsible for the primary drafting of the document.
- I. In the event of litigation, attorney fees, shall be awarded to the prevailing party, including any and all attorney fees incurred by virtue of appellate review.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16th day of June, 2023.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: Mandy Hines
Mandy Hines
County Administrator

By: Elton Langford
Elton Langford
Chairman

BoCC Approved: June 13, 2023

Approved as to form and
Legal sufficiency:

Donald D. Conn
Donald D. Conn
County Attorney

Date: 6/13/23

WITNESSES:

Susan McKusick

KCI TECHNOLOGIES, INCORPORATED

By: James D. Fitz Morris

Printed Name: James D. Fitz Morris

Title: Vice President

**DESOTO COUNTY
ENGINEERING SERVICES / REPAIR OR REPLACEMENT OF
BRIDGE #044033 ON SECOND BUNKER AVENUE**

Scope of Services

Bid # 23-15-00RFQ

Background: The DeSoto County Board of County Commissioners (BOCC) is seeking a qualified professional engineering firm with experience in the design and rehabilitation of timber and concrete bridges to provide engineering services for the Second Bunker Bridge over Bunker Ditch (Bridge 044033) that was severely damaged by Hurricane Ian.

Project Description: DeSoto County is seeking professional services from qualified Engineers for this bridge evaluation and design project. Bridge 044033 is located on NW Second Bunker Avenue 0.75 miles north of State Road 70. This bridge is an existing timber bridge with an existing span of approximately 55 feet. The bridge is owned and maintained by DeSoto County. During Hurricane Ian, the bridge was significantly damaged. The attached Bridge Inspection Report provides information of the damage. In addition to the collapsed approach slab, the guard rail was damaged and the deck has separated from the bridge structure.

This RFQ is for the planning, design and minimal construction engineering services to investigate via field reconnaissance and other appropriate and necessary means, solutions to restoring the bridge to operating conditions. The Scope shall be divided into four phases as follows:

Phase 1 – Preliminary Analysis

This phase shall include field investigation and analysis. A preliminary bridge design report shall be included. The report shall explore the feasibility of repairing the existing bridge, replacing the existing bridge in-kind and replacing the bridge with a concrete structure to current standards. Each alternative shall include a cost benefit analysis and 50% rule calculation in accordance with FEMA requirements. Where modifications are required to conform with current standards and codes, the pertinent standard/code shall be cited in the report. Once completed the County will coordinate with FEMA to determine the allowable alternative.

Phase 2 – Design and Permitting

This phase shall include all design necessary to repair or replace the bridge structure. Permitting through SWFWMD and ACOE (or FDEP) is required. The County requires all design aspects to meet current applicable FHWA, FDOT, OSHA, Coast Guard and FEMA standards. A hydrologic and hydraulic study shall also be provided to support the design and a no-rise certification may be required to conform to local, state and federal rules. Design deliverables shall include 60%, 90% and Final plan submittals. Each design submittal shall include an engineer's cost estimate, plan set,



and specifications. Periodic coordination meetings will be required with County staff. In person and virtual meetings may be used.

Phase 3 – Bidding Assistance

This phase shall include attendance at the pre-bid meeting, responding to questions from bidders in writing and assistance with bid evaluation and recommendation of award.

Phase 4 – Limited Construction Phase Services

This phase shall include reviewing and approving shop drawings and record drawings, attending periodic progress meetings include the construction kick off meeting. If allowable by the funding source this phase may include some inspection and other tasks as requested by DeSoto County.

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GENERAL CONDITIONS

1. **ACCEPTANCE:** Items may be tested for compliance with the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at the Consultant's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Consultant.
2. **ACKNOWLEDGEMENT OF AMENDMENTS:** Proposers shall acknowledge receipt of any Amendment to the Solicitation by signing and returning the Amendment with the proposal. The acknowledgment must be received by the place specified for receipt of proposals.
3. **AGREEMENT TIME EXTENSIONS:** The County may grant an extension of Agreement Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of proposal. The County may allow such extension of time only for delays occurring during the Agreement time period or authorized extensions of the Agreement Time period. When failure by the County to fulfill an obligation under the Agreement results in delays to the controlling items of Work, the County will consider such delays as a basis for granting a time extension to the Agreement.

Whenever the Engineer suspends the Consultant's operations for reasons other than the fault of the Consultant, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The County will not grant time extensions to the Agreement for delays due to the fault or negligence of the Consultant.

As a condition precedent to an extension of Agreement time the Consultant must submit to the Engineer: A preliminary request for an extension of Agreement Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Consultant fails to submit this required preliminary request for an extension of Agreement Time, the Consultant fully, completely, absolutely and irrevocably waives an entitlement to an extension of Agreement Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Agreement Time will be required. Each such preliminary request for an extension of Agreement Time shall include at a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and:

Further, the Consultant must submit to the Engineer a request for an Agreement Time extension in writing with an initial 10-day notice and a 30-day final notice after the elimination of the delay to controlling item of work identified in the preliminary request for an extension of Agreement Time. Each request for an Agreement Time extension shall include at a minimum all documentation that the Consultant wishes the County to consider related to the delay, and the exact number of days requested to be added to Agreement Time. If the Consultant



contends that the delay is compensable, then the Consultant shall also be required to submit with the request for an Agreement Time extension a detailed cost analysis of the requested additional compensation. If the Consultant fails to submit this required request for an Agreement Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Consultant waives any entitlement to an extension of Agreement Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of an Agreement Time extension from the Consultant, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Consultant, the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for an Agreement Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Consultant, then an adjustment of Agreement Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Agreement will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Consultant having any right to the granting of an extension of Agreement Time or any monetary compensation arising out of any delay. Consultant's failure to have an accepted schedule, including any required updates(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the County's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the County's determination as to entitlement as to either time or compensability will be final, unless the Consultant can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis.

The Agreement Time may only be changed by a Change Order or Agreement Amendment. Any claim for an extension in the Agreement Time shall be based on written notice delivered to the County and/or Engineer within (10) days of the occurrence unless Engineer allows an additional period of the event-giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless the Engineer allows and additional period of time to ascertain more accurate data. All claims for adjustment in the Agreement Time shall be determined by the Engineer, if the County and the Consultant cannot otherwise agree. Any change in the Agreement Time resulting from any such claim shall be incorporated in a Change

Order or Agreement Amendment for time extension only, and shall not change the Scope of Work.

4. **AMENDMENTS:** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **APPLICABLE LAW:** The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the DeSoto County Board of County Commissioners. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.
6. **ASSIGNMENT:** The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Agreement without the written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Agreement at the discretion of the County.
7. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon the availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Agreement after providing the Consultant no less than thirty (30) days written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Consultant for any authorized goods or services provided prior to the Consultant's receipt of the aforesaid termination notice.
8. **CONSULTANT OBLIGATIONS:** Consultant agrees to perform and complete the Services described in the Solicitation in accordance with the requirements of this Agreement and attached Exhibits. Consultant shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Consultant are essential to the satisfactory performance of the Services. The County may consider a lack of competent, capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
9. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Consultant shall not constitute a part of the Agreement between the County and Consultant concerning this service. The term "Agreement" as used in this clause shall include any future written

amendments, modifications, or supplements made in accordance herewith.

10. **COMPLIANCE:** A submission of a proposal shall constitute an incontrovertible representation by a Proposer that the Proposer has complied with every requirement herein, and that without exception, the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services.
11. **COMPLIANCE WITH LAWS:** Consultant represents that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
12. **CONFLICT OF INTEREST:** The Award hereunder is subject to 23 CFR 1.33 and 23 CFR 172.7(b)(4). All Proposers or their sub-consultants must disclose with their Proposal the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Proposers must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches. The Proposer shall insert in all contracts entered into in connections with the Project or any property include or planned to be included in any Project the following provision:

"No member, officer or employee of the Proposer during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
13. **CONSULTANT'S OWN FORCES:** Each Proposer must furnish with its Qualifications, a list of the items it proposes to subcontract, and the estimated cost of these items.
14. **COOPERATION WITH INSPECTOR GENERAL:** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
15. **DELAYS AND EXTENSION OF TIME:** The Consultant shall not be entitled to any claim for damages, including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Consultant to an

extension of time in which to complete the work, which shall be determined by the County, provided that the Consultant will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Consultant's sole and exclusive remedy for all claims for delay, including delays attributable to a breach of Contract or Tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes a delay or interferes with the use or delivery of the services described in this solicitation, the County reserves the right to acquire from other sources any services during any suspension of delivery.

16. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
17. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
18. **DISQUALIFICATION:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the County believes the Proposer is interested in more than one proposal for the work contemplated, all proposals in which such Proposer is interested shall be rejected. If the County believes collusion exists among Proposers, all proposals shall be rejected.
19. **E-VERIFY:** Vendor/Consultant:
 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Agreement; and
 2. shall expressly require any Sub-consultants performing work or providing services pursuant to the State Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Sub-consultant during the Agreement term.
20. **FAILURE TO PERFORM:** If during the term of the Agreement, the Consultant should refuse or otherwise fail to perform any of its obligations under the Agreement, the County reserves the right to:
 - A) Obtain the services from another Consultant; and/or
 - B) Terminate the Agreement; and/or
 - C) Suspend the Consultant from bidding for a period of up to 24 months.

21. **INCURRED COST:** DeSoto County is not liable for any cost incurred by the Consultant prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Proposer and shall not be chargeable in any manner to DeSoto County.
22. **INDEMNIFICATION:** Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

23. **INDIRECT COST RATES:** Instead of performing its own audits, a recipient of funds under a contract or subcontract awarded in accordance with 23USC 112(b)(2)(C)-(D) shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency, if such rates are not currently under dispute.
24. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a proposal from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the proposal for the County to properly evaluate the proposal, the County has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
25. **INSURANCE:** The Consultant, at its own expense and in its own name, must provide and keep in force during the term of the Agreement, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Agreement.

If any insurance should be canceled or changed by the insured or expire during the period of its proposal award, the Consultant shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

26. **LEGAL REQUIREMENTS:** The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida. Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Proposer will no way be cause for relief from responsibility.
27. **LIABILITY:** The Consultant shall hold and save DeSoto County, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements prior to and during the term of this Agreement.
28. **LIENS:** Before the final draw is payable, Consultant must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Consultant shall at the time of each draw furnish a partial waiver of lien from all Sub-consultants, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Sub-consultant, material or labor provider; as a condition precedent to receiving any payment from the County. Consultant shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Consultant under this Agreement; or the negligence of the Consultant in the performance of its duties under this Agreement, or any act or omission on part of the Consultant, his agents, employees, or servants.

The Consultant may, if any sub-consultant refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

29. **LICENSE/CERTIFICATIONS:** The successful Consultant will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to the proposal award. The Proposer shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the Services. The Proposer shall provide its occupation license number and expiration date.
30. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Consultant expressly waives venue in any other location.

31. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
32. **NONCONFORMING TERMS AND CONDITIONS:** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to determination by the County as non-responsive based on the submission of nonconforming terms and conditions.
33. **NON-EXCLUSIVE AGREEMENT:** Award of this Agreement shall impose no obligation on the County to utilize the Consultant for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
34. **OPERATION DURING DISPUTE:** In the event, the County has not canceled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Proposer and the County, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event, a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
35. **PAYMENT TERMS:** Consultant shall prepare and submit to the County's Administrative Agent for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the County's Finance Department, who shall initiate disbursements for invoices approved by the Administrative Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The Consultant shall submit an invoice for payment to the County on a monthly basis.

The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.

36. **PERFORMANCE AND AUDITS:** Any Contract or subcontract awarded in accordance with 23USC 112(b)(2)(C)-(D), whether funded in whole or in part with Federal-Funds, shall be performed and audited in compliance with cost principles

contained in the Federal Acquisition Regulations of part 42 of title 48, Code of Federal Regulations.

37. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the proposal opening date.

38. **PROMPT PAYMENT PROVISIONS:** Consultant shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Agreement and the County shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.

39. **PROTEST POLICY:** Any person whose bid or proposal is rejected, in whole or in part, or who submits a bid or proposal but is not awarded the Agreement may protest such decision, but only in strict compliance with this Section.

A) Protest Procedure:

WRITTEN NOTICE; TIME. Any person who wishes to file a bid protest hereunder must file a notice of intent to do so, in writing, with the Purchasing Director within twenty-four (24) hours after receipt of the notice of rejection, for rejected bids or proposals, or, for contract awards, within twenty-four (24) hours after the County's declaration of its intention with regard to such award.

WRITTEN PROTEST; TIME; CONTENTS. Within ten (10) days after filing the written notice of intent to protest, a formal written protest must be filed with the Purchasing Director, explaining in detail the nature of the protest and the grounds upon which it is based.

PROTEST BOND. Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the DeSoto County Board of County Commissioners, in an amount not less than five percent (5%) of the protester's bid, or (in the case of submission of a "no-bid" by the protestor) in the amount not less than five percent (5%) of the lowest responsible bid received by the County, or (in the case of a request for proposals) in the amount of not less than five percent (5%) of the contract awarded by the County for the accepted proposal.

FORFEIT OF BOND. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

B) Protest Consideration:

PROTEST DECISION. Upon receipt of a formal written protest, the

Purchasing Director shall forward such written protest to the County Attorney, who shall act as the bid protest Director, and who shall be provided all applicable documents and files. The County Attorney shall decide the protest, provided in writing, to the County Administrator and Purchasing Director, with findings of fact and a conclusion as to the validity or non-validity of the protest, within fourteen (14) days after receipt by the County Attorney of the formal written protest.

NOTICE OF DECISION. Within twenty-four (24) hours after receipt of the County Attorney's decision on a protest, the Purchasing Director shall mail a copy thereof to the protestor.

40. **PUBLIC RECORDS REQUESTS:**

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

a. CONSULTANT must keep and maintain all public records required by the Agency in order to perform services under this Contract.

b. Upon request from the Agency's custodian of public records, CONSULTANT shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. CONSULTANT shall 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 CONSULTANT does not transfer the records to the Agency.

d. Upon completion of the contract, CONSULTANT shall transfer, at no cost, to the Agency all public records in possession of the CONSULTANT or keep and maintain public records required by the Agency to perform the service under this contract. If the CONSULTANT transfers all public records to the Agency upon completion of the contract, the CONSULTANT 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 CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's

custodian of public records, in a format that is compatible with the information technology systems of the Agency.

41. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Consultant.
42. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Consultant in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.
43. **RIGHT TO REJECT:** The DeSoto County Board of County Commissioners reserves the right to reject any and all proposals not deemed to be in the best interest of the County, or to accept that proposal, which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all proposals or any part of any proposal. The County also reserves the right to award or eliminate any portion of the proposal.
44. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
45. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Proposer is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Proposer complies with it in all respects prior to and during the term of the Agreement.
46. **TANGIBLE ASSETS:** Construction contracts which include services that provide for a vendor to purchase tangible personal property as defined in Section 273.02, F.S., for subsequent transfer to the State may be entered into by an agency only under the following circumstances:
 - a. When the agency has determined in writing that there is an absolute and demonstrated need to acquire the property through the vendor, as opposed to direct acquisition by the agency;
 - b. The agency has provided a means to identify the specific property, including line-item costs, acquired by the vendor for subsequent transfer to and control by the agency; and

c. The agency has, where necessary, specified the quality level of the commodity to be acquired and made provisions for warranty terms, service, and transfer of ownership.

47. **TERMINATION FOR CONVENIENCE:** The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective Thirty (30) days following the date of notice, for any of the following reasons

- The County has determined that such cancellation will be in the best interest of the County to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the Consultant specifying the reason of the Agreement termination and when the termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated Work, and on the date set in the Notice of Termination, the Consultant will stop work to the extent specified.

The County shall pay the Consultant under the following conditions:

- All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

48. **TERMINATION FOR DEFAULT - DEFAULT/FAILURE TO PERFORM:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the Consultant to meet any terms of this Agreement or related Exhibit, the County will notify the Consultant, providing three (3) days (weekends and holidays excluded) to advise the County of its plan for corrective action to remedy the default. Failure on the Consultant's part to correct the default within the approved time period shall result in the Agreement being terminated and the County notifying in writing the Consultant of the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the work under this Agreement within the time specified.

- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the Consultant incapable of performing the Services in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay sub-consultants or others pursuant to the Services completed under this Agreement.

In the event of default, the Consultant shall pay any damages sustained by the County, including attorney's fees and court costs incurred in collecting any damages. All documents prepared by the Consultant in connection with this Agreement will be the property of the County.

The County Utilities Director shall authorize payment to the Consultant, the costs and expenses for Work performed by the Consultant prior to receipt of the Notice of Termination; however, the County may withhold from amounts due to the Consultant such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

99. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Consultant which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the Consultant.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for the disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Consultant shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage, and property damage resulting from explosion, collapse, or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

CONSULTANT(S) shall maintain professional liability errors and omissions coverage with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT(S) shall maintain such insurance for at least two (2) years from the termination of this Agreement, and during this two (2) year period, the CONSULTANTS(S) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT(S) shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Agreement. Said insurance coverage(s) procured by the Consultant as required herein shall be considered, and the Consultant agrees

that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the Services, a renewal certificate shall be issued 30-days prior to the said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

2. **TIME OF PERFORMANCE:** This Agreement shall commence immediately upon execution by both the COUNTY and the CONSULTANT.

The Proposers' timely response under the terms of this Agreement is paramount. The unavailability of the highest-ranked Proposer (depending on the urgency of the County's needs) may result in the award/project being authorized to the next highest-ranked Proposer.

3. It is the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with their Proposal. Any questions relative to the interpretation of requirements, the Scope of Services, or selection processes shall be addressed in writing to the address indicated below. No inquires, if received within seven (7) days of the date set for the reading of names of the Proposers, will be given consideration. **Oral answers will not be authoritative.**

4. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an Additional Insured on both the Commercial General Liability and Commercial Automobile Liability. Desoto County is to be named insured as the DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

5. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to the commencement of the Services. For the purpose of identification, when submitting

insurance, the Request for Proposal name and number must be included on the certificate.

6. CONSULTANT AND COUNTY DEFINED:

As used in these specifications, the term "Consultant" refers to Seller, and the term "County" refers to Purchaser, as defined in the terms and conditions applicable to this Agreement. All persons acting for Consultant, such as employees, sub-consultants, and agents of the Consultant, are included in the meaning Consultant.

7. ADDITIONAL INFORMATION:

Questions about the Agreement and technical portions of the Request for Proposal must be submitted in writing to the person listed below. Proposers are cautioned that any statements made by the Agreement and/or technical contact person that materially change any portion of the proposal document shall not be relied upon unless the subsequently ratified by a formal written amendment to the proposal documents. To find out whether the County intends to issue an amendment, contact the person listed below. No contract or technical questions will be accepted after seven (7) days prior to the date set for bid opening.

Direct inquires to:

**Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com**

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2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.



(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor 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 contractor 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 contractor'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 contractor 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 as 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) The contractor 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be 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.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be 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.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 influencing or attempting to influence 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractor's must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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 the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “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 the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

FEDERAL FUNDING PROVISIONS AND FORMS

The COUNTY has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the County for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency ("FEMA") under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency ("FEMA") and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract ("Contract") to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract, the provisions of this Exhibit entitled "Disaster Relief and Recovery Provisions" attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the COUNTY and the State of Florida.

INDEMNITY OF FUNDING ENTITIES

Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA")) and the COUNTY, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

SUSPENSION AND DEBARMENT (§200.213)

CONTRACTOR(s) with The COUNTY are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

- A. The COUNTY shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Bidders shall complete the MBWB Participation Statement, attached as Attachment 9.
- B. Affirmative steps shall include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;



- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall 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 identity, 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 CONTRACTOR(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR(s) shall 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.

- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government 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.
- H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) 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 shall be binding upon each Sub- CONTRACTOR(s) or bidder. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or bidder as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall 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 no laborer or mechanic shall 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)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK"

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are

incorporated by reference into this contract.

- B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall 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 shall 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. Bidders shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

**REQUIRED FORMS BIDDING CHECKLIST –
FEDERAL FORMS**

- ANTI-COLLUSION AFFIDAVIT
- ANTI-LOBBYING AFFIDAVIT
- CONFLICT/NON-CONFLICT OF INTEREST/ LITIGATION STATEMENT
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
- INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- DRUG-FREE WORKPLACE AFFIDAVIT

RFQ # 23-15-00 DESOTO COUNTY



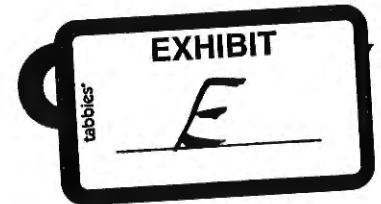
ENGINEERING SERVICES / REPAIR OR REPLACEMENT OF BRIDGE 044033 ON SECOND BUNKER AVENUE

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 13, 2023

KCI TECHNOLOGIES, INC.
4041 Crescent Park Drive
Tampa, FL 33578

PRIMARY CONTACT
Ralph Verrastro, PE
239.216.1370 // ralph.verrastro@kci.com





A.

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- ii. Table of Contents
- iii. Letter of Transmittal
- iv. Authorized Representative
- v. Prime Firm
- vi. Receipt of Addenda

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- ix. Certification Regarding Debarment, Suspension
- x. Drug-Free Workplace Affidavit
- xi. COIs
- xii. W-9

iii. Letter of Transmittal



KCI Technologies, Inc.
Ralph Verrastro, PE
4041 Crescent Park Drive
Tampa, FL 33578
239.216.1370
ralph.verrastro@kci.com

April 11, 2023

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street, Suite 203
Arcadia, FL 34266

RE: Proposal Response to 23-15-00RFQ DeSoto County
Engineering Services / Repair or Replacement of Bridge #044033 on Second Bunker Avenue
DeSoto County, FL

Dear Selection Committee Members:

Ralph Verrastro, PE, will serve as the project manager and the primary contact person for DeSoto County related to this project. He can be contacted at 239.216.1370 or ralph.verrastro@kci.com. Rolando Corsa, PE, CBI, will serve as the bridge Engineer of Record and secondary contact person. He can be contacted at 813.767.0538 and rolando.corsa@kci.com. KCI Technologies Inc. (KCI), in association with Universal Engineering Services, is the best firm for this project because:

1. Ralph Verrastro, PE and Rolando Corsa, PE, CBI, have worked together on bridge and structural engineering projects in Florida for over 19 years.
2. KCI recently performed a cursory inspection of Bridge # 044033 to become more familiar with the damage caused by Hurricane Ian.
3. KCI and our subconsultant have worked together on other bridge replacement projects in Southwest Florida and we are prequalified by FDOT in work categories that include bridges, roadway, survey, hydraulics, utilities, geotechnical, miscellaneous structures, bridge inspection, bridge load rating and CEI.
4. KCI and our subconsultant value this opportunity to establish a working relationship with DeSoto County and will strive to function as a "seamless extension" of the County's public works staff.
5. We will provide expert technical advice with the attitude that we are part owners of this bridge.
6. KCI's staff has extensive experience providing bridge engineering services related to flood damaged bridges including negotiations with FEMA related to providing the required documentation for funding repairs and/or replacement of bridges.
7. KCI's staff has extensive experience inspecting and evaluating timber structures using non-destructive testing equipment including a patented drill resistance device that provides quantitative test results related to the condition of timber members' full depth.
8. KCI is approved by the Florida Board of Professional Engineers (FBPE) as a provider of continuing education courses. Ralph and Rolando have developed and provided training courses at engineering industry conferences on topics relevant to the expertise that will provide value to the County on this project that include:
 - a. Bridge Structure Flood Emergency Training
 - b. Flood Damaged Bridges
 - c. Bridge Maintenance Management for Florida Municipalities

Respectfully submitted,

KCI Technologies, Inc.

Bayne Smith, PE
Senior Vice President

Ralph Verrastro, PE
Practice Leader - Bridges

iv. Authorized Representative

Give the name of the person(s) who will be authorized to make representations for the RFQ Respondent's prime firm, their titles, addresses and telephone numbers.

Project Representative

Ralph Verrastro, PE
Practice Leader - Bridges
4041 Crescent Park Drive
Tampa, FL 33578
239.216.1370
ralph.verrastro@kci.com

Firm/Contract Representative

Erick Fry, PE
Vice President
2160 Satellite Boulevard, Suite 130
Duluth, GA 30097
678.990.6200
erick.fry@kci.com

v. Prime Firm

KCI Technologies, Inc. (KCI) is a **100% employee-owned**, sub-chapter S corporation, which was incorporated in 1955 (68 years in business) in the state of Delaware. With revenues of approximately \$440 million in 2022, the Engineering News-Record has consistently placed KCI among the top 100 consulting engineering firms in the country—currently ranked 48th. Today, the employee-owned, multi-disciplined engineering firm employs more than 2,000 people operating out of nearly 80 offices in 21 states - as well as the District of Columbia. The firm is headquartered in Sparks, Maryland.

Company Headquarter Address

936 Ridgebrook Road
Sparks, MD 21152

Company Website

www.kci.com

Office Servicing This Contract

Tampa
4041 Crescent Park Drive
Tampa, FL 33578

Prime Officers

KCI is a **100% employee-owned** corporation

Christopher Griffith

President/COO

Nathan Beil

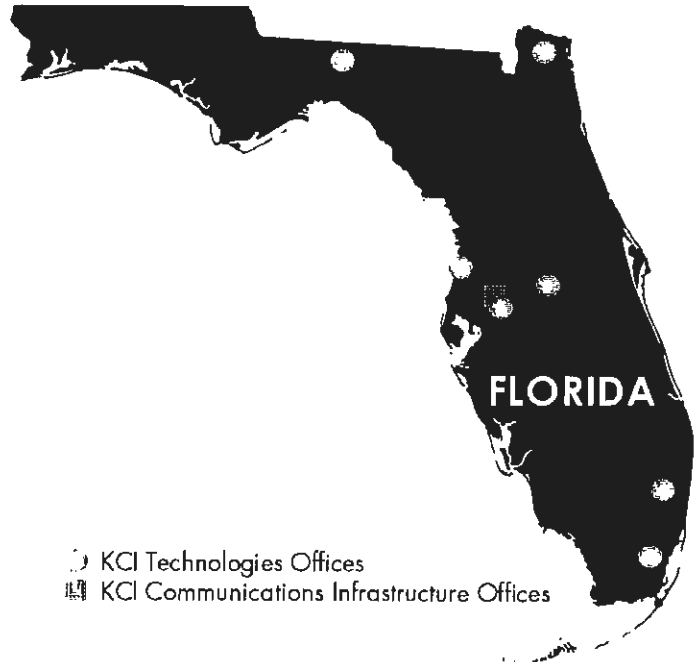
Chairman of the Board/CEO

Christine Koski

Senior Vice President, CFO and Treasurer

Bayne Smith

Senior Vice President/Corporate Secretary



vi. Receipt of Addenda

None posted.

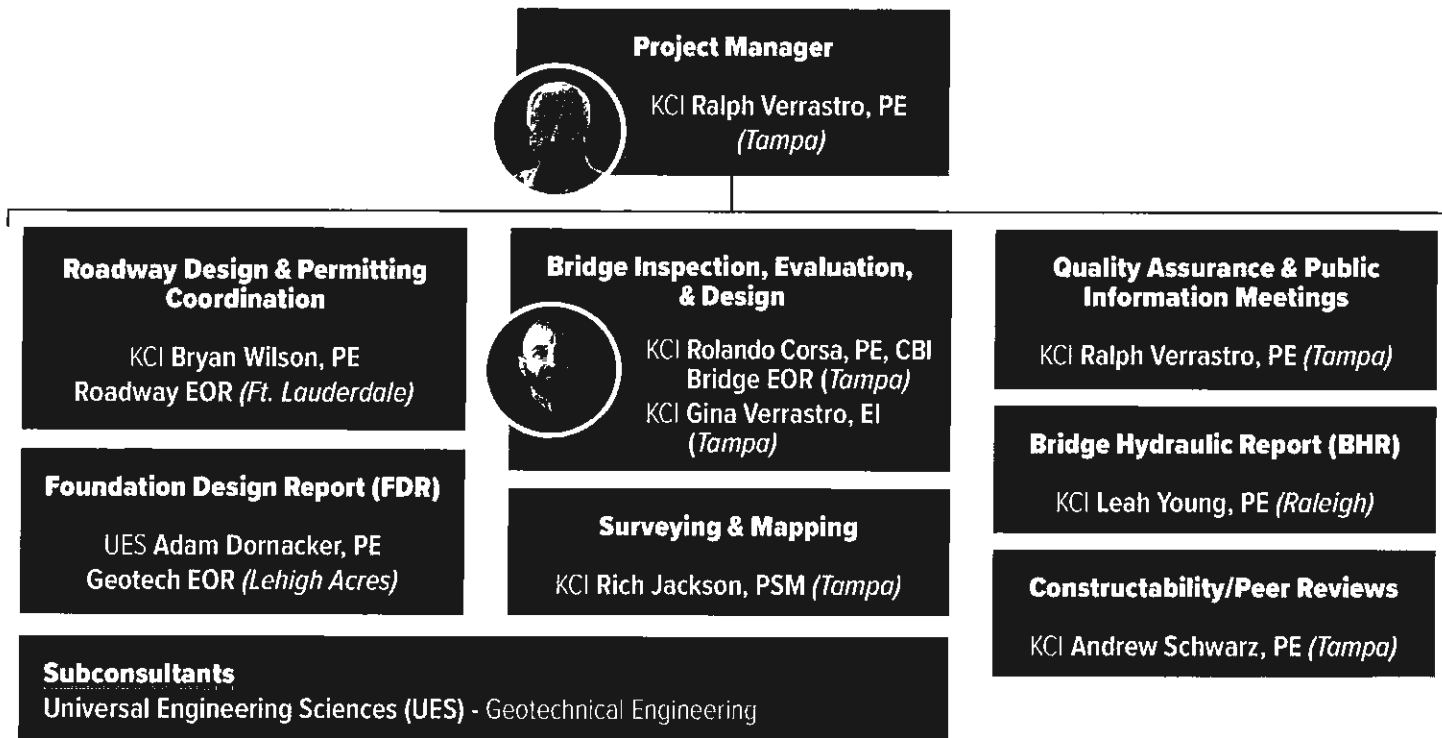


B.

Key Personnel

- i. Organization Chart
- ii. Resumes of Key Personnel
- iii. Organizational Methodology
- iv. Availability

i. Organization Chart



About Our Team

Ralph Verrastro, PE, will serve as the project manager for this project, and he will be responsible for performing quality assurance (QA) of the project design documents. He will also take the lead for the design team at any Public Information Meetings that may be required. Ralph will lead the design team and ensure that all documents, plans, drawings, and specifications will meet or exceed the County's design requirements. As project manager, Mr. Verrastro will be responsible for the documentation of project communications between the County and the design team.

Rolando Corsa, PE, CBI, will serve as the bridge Engineer of Record for this project. He will be responsible for structural design and the supervision of the staff preparing of the structural drawings/details/specs. He will also participate in the inspection and the evaluation of the existing bridge. Rolando has been a bridge engineer and a Certified Bridge Inspector (CBI) since 2000 and is currently a Senior Project Manager with KCI in our Tampa office.

Gina Verrastro, EI, will serve as a bridge engineer/designer for this project. She will assist with inspection and evaluation of the existing bridge, structural design calculations and the preparation of the structural drawings/details. Ms. Verrastro has been providing bridge engineering services since 2017 and is currently a Bridge Engineer/Designer with KCI in our Tampa office.

Bryan Wilson, PE, will serve as the roadway Engineer of Record responsible for the staff performing the design of the roadway approaches, drainage design, traffic control plans, guard rail layout, permitting with the environmental agencies and utility coordination.

Rich Jackson, PSM, will be the project leader for the survey and mapping tasks. Mr. Jackson is a project surveyor with over 35 years of experience throughout the state of Florida working primarily with clients such as FDOT and local municipalities.

Leah Young, PE, will serve as the Engineer of Record for the hydrologic and hydraulic studies to support the design and provide a no-rise certification (if required) to conform to local, state, and federal rules. She will also determine the estimated flood elevations and scour depths for the design floods.

Adam Dornacker, PE, will serve as the geotechnical Engineer of Record for our subconsultant Universal Engineering Services (UES). His responsibilities will include preparing the Foundation Design Report (FDR) and coordinating and supervising engineering staff, drilling personnel, conducting foundation observations, and foundation design reviews.

Andrew Schwarz, PE, will provide constructability/peer reviews of KCI's reports and construction plans. These reviews will be independent and structured reviews to verify that the work requirements are clear, the documents are coordinated and that they assist the contractor in bidding, construction, and project administration to result in reduced impacts to the project.

ii. Resumes of Key Personnel



Ralph Verrastro, PE

Project Manager



47

Years of Exp.

9

Years with KCI

Registrations / Certifications

PE / FL / 39784

Education

BS / Civil Engineering /
Cornell University

AS / Engineering Science
/ Broome Community
College

Mr. Verrastro, PE, specializes in the design, inspection, evaluation, technical supervision, and quality assurance/quality control for design and construction phase services for projects related to bridges and miscellaneous structures. His career includes bridge design experience throughout the United States, and he is a registered Professional Engineer in 37 states. Mr. Verrastro is a technical expert in the use of fast-track repair/replacement methods using prefabricated bridge components also known as Accelerated Bridge Construction. He has extensive experience in the evaluation and repair of bridges including historic metal truss bridges and concrete arch bridges. He served as the Specialty Structural Engineer for over 500 bridge structures throughout the USA working as a consultant to precast concrete manufacturers. He frequently provides technical presentations on engineering topics at industry conferences including the International Bridge

Conference and the National Accelerated Bridge Construction Conference. Mr. Verrastro received the statewide Engineer of the Year Award from the Florida Engineering Society (FES) in 2018.

Charlotte County, Ainger Creek (CR 775) Bridge Rehabilitation - Charlotte County, FL. Principal-in-Charge.

KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Ainger Creek Bridge is a continuous, four-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Charlotte County, Emil Sweptson (CR 776) Bridge Rehabilitation - Charlotte County, FL. Principal-in-Charge.

KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Emil Sweptson Bridge is a continuous, 12 span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

City of Bonita Springs, Miscellaneous Structural Engineering Services - Bonita Springs, FL. Project Manager.

KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July of 2018. A recent assignment included the preliminary design of five new pedestrian bridges that will be part of two new multi-use trails on Cochran Road and Pauling Lane. Mr. Verrastro served as the Structural Project Manager for this contract between 2018 to 2022. KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July 2018. A recent assignment included the inspection/evaluation of eight bridges and the preparation of bridge repair plans.

City of Naples, Professional Services Library of Consultants - Naples, FL. Principal-in-Charge.

KCI Technologies was selected by the City of Naples, FL to provide "on-call" engineering services under a continuing services agreement in 2019. The potential projects are from the five-year Capital Improvement Program. Currently, we have been selected for 4 projects under this contract that involve bridge inspections, evaluations, and design of bridge repairs.

ii. Resumes of Key Personnel



Rolando Corsa, PE, CBI

Bridge Engineer of Record



23

Years of Exp.

9

Years with KCI

Registrations / Certifications

PE / FL 73191

CBI / 408

Education

BS / Civil Engineering /
University of South
Florida

Mr. Corsa has worked on bridge engineering projects in Florida since 2004. He has been responsible for the design of new and replacement bridges and the inspection, evaluation, and rehabilitation design of existing bridges. His bridge experience includes the design of 3- and 4-sided concrete box culverts, precast concrete frame bridges, prestressed concrete slabs, prestressed concrete AASHTO and FL-I beams, cast-in-place concrete box post-tensioned bridges, composite steel rolled beam and welded girder bridges, and the inspection and load rating of movable bridges. Mr. Corsa's experience also includes designing miscellaneous transportation structures such as sign and mast arm structures, weirs, temporary bridge steel support towers, and sheet pile walls.

Charlotte County, Ainger Creek (CR 775) Bridge Rehabilitation - Charlotte County, FL. Project Manager. KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Ainger Creek Bridge is a continuous, four-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Charlotte County, Emil Sweptson (CR 776) Bridge Rehabilitation - Charlotte County, FL. Project Manager. KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Emil Sweptson Bridge is a continuous, 12 span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

City of Bonita Springs, Miscellaneous Structural Engineering Services - Bonita Springs, FL. Structural Engineer. KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July of 2018. A recent assignment included the preliminary design of five new pedestrian bridges that will be part of two new multi-use trails on Cochran Road and Pauling Lane. Mr. Corsa served as the Structural Engineer of Record. KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July 2018. A recent assignment included the inspection/evaluation of 8 bridges and the preparation of bridge repair plans.

City of Naples, Professional Services Library of Consultants - Naples, FL. Project Manager. KCI Technologies was selected by the City of Naples, FL to provide "on-call" engineering services under a continuing services agreement in 2019. The potential projects are from the five-year Capital Improvement Program. Currently, we have been selected for 4 projects under this contract that involve bridge inspections, evaluations, and design of bridge repairs. Mr. Corsa served as the Structural Project Engineer for this contract between 2018 to 2021.

Charlotte County, Babcock Ranch Entrance Bridge - Charlotte County, FL. Project Manager. KCI was hired by Kitson & Partners to design the signature entrance bridge for this new town in Charlotte and Lee Counties that is planned to have 19,000 new homes. The bridge was designed with numerous aesthetic embellishments including steel trusses on the bridge fascia to provide the appearance of a historic bridge.

ii. Resumes of Key Personnel



Gina Verrastro, EI

Bridge Designer



6

Years of Exp.

6

Years with KCI

Registrations / Certifications

EI / FL / 1100022972

Education

BS / Civil Engineering /
Florida Gulf Coast
University

BA / Mathematics / SUNY
University at Buffalo

Ms. Verrastro has been providing bridge engineering services since 2017 and is currently a Bridge Designer with KCI. Her experience in bridge engineering has involved the design of new bridges and transportation signal/sign structures, the inspection and rehabilitation of existing bridges, and the inspection and load rating of bridges per FDOT requirements. She provides coordination, design, condition inspection, and construction inspection services for bridges, retaining walls, docks, and transportation structures. Her new bridge design experience has included simple and complex superstructure types, including 3- and 4-sided concrete box culverts, simple and continuous concrete slabs, simple and continuous composite steel rolled beams and welded plate girders, steel trusses, precast concrete arch elements, prestressed adjacent slab units with transverse post-tensioning for simple spans, prestressed concrete composite AASHTO and FL I-beam.

Rehabilitation design experience has included the in-depth inspection, load ratings, and preparation of rehabilitation plans for bridge superstructure types that included steel rolled beams, welded plate girders, simple and continuous steel through and pony trusses, filled spandrel concrete arch bridges, concrete tee beams, concrete slabs, prestressed concrete slab beams, prestressed channel and tee beams, prestressed concrete AASHTO beams.

Charlotte County, Ainger Creek (CR 775) Bridge Rehabilitation - Charlotte County, FL. Bridge Designer. KCI prepared comprehensive bridge rehabilitation design plans for this bridge. Gina served as a Bridge Designer, performing tasks that included performing condition inspections, developing design details, preparing cost estimates, and performing inspections during construction. The superstructure for the Ainger Creek Bridge is a continuous, 4-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Charlotte County, Emil Sweptson (CR 776) Bridge Rehabilitation - Charlotte County, FL. Bridge Designer. KCI prepared comprehensive bridge rehabilitation design plans for this bridge. Gina served as a Bridge Designer, performing tasks that included performing condition inspections, developing design details, preparing cost estimates, and performing inspections during construction. The superstructure for the Emil Sweptson Bridge is a continuous, 12-span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

City of Bonita Springs, Bridge Maintenance Repairs - Bonita Springs, FL. Bridge Designer. KCI prepared comprehensive bridge rehabilitation design plans for eight bridges. Gina served as the lead Bridge Designer performing tasks that included performing condition inspections, developing design details for repairs, preparing bridge repair plans and specifications, preparing cost estimates, and performing inspections during construction. The typical repairs included: wearing surface replacement using waterproofing membranes, concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

ii. Resumes of Key Personnel



Bryan Wilson, PE

Roadway Engineer of Record



**Registrations /
Certifications**
PE / FL / 43447

Education
BS / Civil Engineering /
Auburn University

37

Years of Exp.

23

Years with KCI

Mr. Wilson has extensive experience in the design and management of highway transportation projects in Florida and South Carolina. Mr. Wilson joined the consultant industry in 1994 after nine years with the FDOT. His project experience encompasses all aspects of highway design from pavement rehabilitation to limited access interchanges and managed-lane facilities delivered in both bid-build and design-build formats.

Florida Department of Transportation District Four, Andrews Avenue Extension - Segment 5 - Pompano Beach, FL. Project Manager.

KCI was the lead design consultant tasked with the development of complete construction plans and specifications. Andrews Avenue was reconstructed as a divided four-lane urban typical section and required significant right-of-way acquisition. The project was constructed between SW 3rd Street and Atlantic Boulevard in Pompano Beach, FL and included upgrading the signalized intersection at SW 3rd Street, ADA ramp improvements, sidewalk construction, drainage improvements, signing and pavement marking, utility coordination, permitting and landscape design. Mr. Wilson's responsibilities included the design and permitting of a new closed storm drainage system and retention pond system, two signalized intersections, signing and marking plans, landscape plans, and a new roadway lighting system.

Florida Department of Transportation District Four, Andrews Avenue Streetscape - Broward County, FL.

Project Manager. KCI's involvement with the creation Andrews Avenue in Broward County began in 2001, with a PD&E study followed by the design of Segments 1, 2, 3, and 5.

City of North Miami, Arch Creek Bike Path and Pedestrian Bridge LAP Project - North Miami, FL. Project

Manager. The Arch Creek Bike Path and Pedestrian Bridges was a LAP project for the City of North Miami. This was an addition of designated bike lanes, milling and resurfacing, and the construction of two single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path. These bridges connected NE 135th Street and the FIU Biscayne Bay Campus in the City of North Miami, Florida. The project proposed to add designated bike lanes for both eastbound and westbound traffic along NE 135th Street. It also proposed to mill and resurface the westbound lane of NE 135th Street from east of Biscayne Boulevard to Bay Vista Boulevard, as well as overlay the existing pavement to create a shared-use path along Bay Vista Boulevard which connects the Arch Creek Neighborhood of North Miami to the FIU Biscayne Bay Campus. As part of the project, new signs, pavement markings, and decorative bollards were proposed.

Pompano Beach CRA, Atlantic Boulevard Streetscape - Pompano Beach, FL. Design Engineer. This corridor CRA project was a one-mile redevelopment enhancement project. KCI developed streetscape concepts through construction drawings including hardscapes, site amenities, planting and irrigation plans, details and specifications and provided construction inspection. Mr. Wilson prepared engineering design plans for milling, resurfacing, widening, and incorporation of safety and aesthetic enhancements.

Florida Department of Transportation District Four, SR 714 / SW Martin Highway from Citrus Boulevard to SW Martin Downs Boulevard PD&E Services - Martin County, FL. Project Manager.

The project involved widening a rural two-lane roadway to a four-lane divided urban roadway. Project tasks included signalization, signing and pavement marking, lighting, and utility coordination. Right-of-way acquisition was required on four parcels, as well as on construction easements and permanent easements. Mr. Wilson served as project manager for the roadway design elements of the PD&E study and final design.

ii. Resumes of Key Personnel



Rich Jackson, PSM

Survey Manager



38

Years of Exp.

5

Years with KCI

**Registrations /
Certifications**
PSM / FL / LS6719

Education
Coursework / Civil
Engineering / The Ohio
State University
Coursework / Business
Administration / Franklin
University

Mr. Jackson's professional experience spans from public sector clients such as city/ county municipalities and Florida Department of Transportation, to institutional clients such as hospitals, public schools and universities, as well as private sector clients. His specialized skills include boundary surveying (including ALTA/NSPS land title surveys), residential and commercial boundary surveys, topographic surveying (including civil engineering design surveys), construction surveying including public and private projects, roadway layout, highway layout, utility layout, as-built surveys, legal descriptions and sketch of descriptions including public, private and utility easements, as well as expert witness, business development and marketing, training and development of field and office technicians, executive leadership and administrative management, development and execution of business plans and marketing plans for professional services.

Hillsborough County, CEI for Citrus Park Drive Extension from Countryway Boulevard to Sheldon Road, Tampa, FL. Survey Manager. The project consists of extending Citrus Park Drive to connect Countryway Boulevard to Sheldon Road by adding a 2.73 mile section of four-lane, divided urban road. The corridor will have two 11-foot lanes, a six-foot "buffered" bicycle lane, and sidewalks in both directions. New traffic signals will be installed at the new Fawn Ridge Boulevard intersection and at the entrance of Deer Park Elementary. Included in the project are landscaped medians, drainage improvements, pedestrian safety features, water and wastewater infrastructure, and an upgraded ITS system. The project also consists of 58 acres of wetland mitigation creation. This project provides pedestrian and bicycling connectivity to other neighborhoods and will alleviate traffic volumes.

Tampa Electric Company, Dana Shores Underground, Tampa, FL. Surveyor. KCI surveyors prepared base mapping and permits for a major power distribution project in Dana Shores for Tampa Electric Company. The project included topographic surveys, including the location of existing underground utilities marked by the KCI SUE group prior to the survey. Permit drawings were prepared in accordance with City of Tampa permitting requirements and Construction staking was provided at the time of construction.

Continuing Survey Services, Orange County Public Schools, Orange County, FL. Project Surveyor. Mr. Jackson worked with Orange County Public Schools under a continuing surveying services contract for more than nine years. During that time, he was responsible for directing professional surveyors, technicians, and survey field crews in preparation of boundary surveys, topographic surveys for design, as-built surveys, and the review of title report information to report conflicts and discrepancies to the District staff. He was also responsible for preparing written legal descriptions and sketches of descriptions for school boundaries and easements when needed.

I-75 (SR 93A), Florida Department of Transportation District 7, Hillsborough County, FL. Project Surveyor. Mr. Jackson reported directly to the project manager, provided coordination and direction for field and office staff to recover and verify the existing alignment and horizontal control, established site benchmarks and prepared topographic surveys of roadway, fore-slopes, median crossings, wetlands and four bridge clearance surveys within portions of the 12-mile project area located on I-75 from the Manatee County/Hillsborough County line to north of CR 572.

FEMA Transmission and Distribution Design Services, Lee County Electric Cooperative, North Fort Myers, FL. Project Surveyor. KCI provided transmission and distribution design services related to FEMA for this project.

ii. Resumes of Key Personnel



Leah Young, PE

Bridge Hydraulic Engineer



20

Years of Exp.

7

Years with KCI

Registrations / Certifications

PE / GA / 041396

PE / NC / 033860

PE / SC / 33847

PE / VA / 0402050608

Education

BS / Civil Engineering /
Virginia Polytechnic
Institute and State
University

Ms. Young has more than 19 years of experience in water resources planning and hydraulic/hydrologic engineering projects throughout North Carolina, Virginia and elsewhere. This experience has involved hydraulic modeling of watersheds, streams, bridges, and culverts; storm water management studies; land development planning and design; terrain mapping; and surveying. Her hydraulic modeling experience has involved the use of HEC-RAS, HEC-HMS, XPSWMM, EPA SWMM, PondPack, StormNET and Flowmaster.

North Carolina Department of Transportation, B-5666 Bridge 47 over Seaboard Coast Line Railroad on US 117 - Wilson County, NC. Hydraulic Design Engineer. This bridge replacement project consisted of major utility coordination efforts due to the utilities located within the corridor. A significant amount of utility relocations were needed to accommodate the bridge widening and drainage improvements. NCDOT intended to replace bridge #47 over Seaboard Coast Line Railroad on US 117 in Wilson County. The proposed

structure was a three-span, 190.5' long girder bridge. KCI was responsible for roadway, drainage, erosion control design, utility relocation and permitting. Ms. Young serves as the engineer of record for the drainage design. She was also responsible for the QA/QC of the erosion control design and permit drawings for NCDOT.

North Carolina Department of Transportation, B-5703 Bridge 60 over Lower Little River on US 401 - Cumberland County, NC. Hydraulic Engineer. NCDOT replaced bridge #60 carrying US 401 over the Little River. The project was located within a FEMA regulated stream containing a limited detailed study. The proposed three-span bridge was 197-foot long with two 12-foot travel lanes and 4-foot shoulders. KCI was responsible for all aspects of design, including roadway, hydraulics, drainage, structures, scour analysis, permitting and utility coordination.

North Carolina Department of Transportation, Division 13B Express Design-Build, Year 8 - Burke, McDowell, and Rutherford Counties, NC. Hydraulic Design Engineer. KCI provided project management, roadway, hydraulic, erosion control, permitting, utility coordination, structures, and traffic control designs for the replacement of five bridges. KCI also provided post construction surveying services for the development of as-built plans and set all right of way and easement markers at each of the sites. KCI's water/wastewater team also performed additional work on this project for the design and relocation of a private utility's waterline that was being impacted on one of the sites.

City of Roswell, Hardscrabble Multi Use Trail - Roswell, GA. Hydraulic Engineer. As part of KCI's ongoing On-Call Contract with the City of Roswell, KCI has been assigned a task order to design a multi-use path on Hardscrabble Road from Whittingham Place to King Road. During the project kickoff, KCI met with the City to walk the project and discuss whether the path should be placed on the north or the south side of the road. During the site visit, KCI suggested a mix of the two in order to utilize an already in place eight-foot path on the south side that would reduce the cost for the City. During the concept development, the City increased the scope by adding signal improvements at King Road. KCI has completed two concepts and costs for the project. The City is currently reviewing which concept they would like to move forward with. KCI is responsible for the survey database including SUE-QLB, concept development and geometric design, plan development, stormwater analysis, utility coordination, for the multi-use path.

ii. Resumes of Key Personnel



Andrew Schwarz, PE

Constructability/Peer Reviews



9

Years of Exp.

5

Years with KCI

Registrations / Certifications

PE / FL / 86265

PE / LA / 43030

ASBI Certified Grouting
Technician

Level II Bonded PT Field
Specialist

Education

BS / Civil Engineering /
University of Florida

Mr. Schwarz is a highly skilled project engineer, whose experience includes pre-cast and cast-in-place segmental bridges (casting yard and form traveler), quality control of concrete mix and testing, grouting of post-tensioning tendons and disc bearings, as well as AutoCAD, specializing in advanced 3D modeling/design, design and retrofit of temporary structures and modeling permanent concrete structures. Mr. Schwarz is also proficient in subcontractor and vendor management and negotiation.

Florida Department of Transportation District Six, I-95 Segment 3 Post-Design Services - Fort Lauderdale, FL. Structural Engineer. The scope of work included design to replace all concrete pavement within the I-95 corridor in a three-mile long section from NW 29th Street to NW 79th Street in Miami-Dade County. KCI was responsible for the development of conceptual roadway plans, striping plans, signing and marking plans, rigid pavement design, and a typical section package for the project.

City of Clearwater, Allens Creek - Clearwater, FL. Structural Engineer. KCI provided construction bid documents for an aerial crossing of an 8" gravity sanitary sewer line spanning across Allen's Creek where the existing 96" CMP storm sewer was to be removed. The removal of the drainage pipe was part of a County project. The City sanitary design was bid along with the County project with a single contractor selected.

City of Sunny Isles Beach, Collins Avenue Utility Undergrounding - Sunny Isles Beach, FL. Structural Engineer. KCI oversaw part one of a three-part phase project, which consisted of moving trench and installing utility conduits from above to underground. This was a joint participation with Comcast, Atlantic Broadband, Hotwire Communications, FPL and the City of Sunny Isles Beach. Work included nightly roadway closures and deviation in order for crews to access the current assigned area to removing existing road material, trenching underground, installing conduits, adding allowable concrete or cement, and later asphalt that reopened the roadway for the visitors and citizens traveling through a main thoroughfare A1A/Collins Avenue.

Georgia Department of Transportation, I-16 at I-95 Interchange Design-Build Contractor Services - Chatham County, GA. Project Manager. The project will improve traffic flow and enhance safety along both interstate highways and into Georgia's growing port in Savannah. The project also will include the widening of I-16 from I-95 to I-516, and the rebuilding of the two congested on/off ramps on the west side of the interchange to provide smoother, more direct connections. KCI provided contractor support services to the JV on this project.

Virginia Department of Transportation Central Office, I-64 Southside Widening and High Rise Bridge (Phase 1) Contractor Services - Chesapeake, VA. Project Manager. Mr. Schwarz handled all client communications for over 40 tasks on over five different bridges. Some of the tasks included temporary sheet pile and soldier pile shoring walls, girder erection plans, seven pile template designs, column cage stability analyses, lifting lugs and anchor bolts, demolition plans, overhang bracket design, fall protection lifeline, temporary timber sign supports, and cofferdams.

Charleston Water System, Charleston Pump Station Cofferdam - Charleston, SC. Structural Engineer. KCI designed a pile driving template with multiple configurations to drive 77 piles for a pump station which will be used to improve drainage into a 42-foot diameter outfall shaft in downtown Charleston, SC. This project also included catwalk, fall protection, custom lifting device design, and a pile follower to drive piles prior to 40 feet of excavation.

ii. Resumes of Key Personnel



Adam Dornacker, PE

Foundation Design Engineer



9

Years of Exp.

9

Years with EUS

Registrations / Certifications

PE / FL / 85319

ACI Concrete Field
Testing Technician -
Grade I

ACI Concrete
Construction Special
Inspector - #01291809

OSHA 10-Hour

Education

BS / Civil Engineering /
Florida Gulf Coast
University

Mr. Dornacker has nine years of experience in his field. His expertise includes foundation design analysis and recommendations, foundation installation monitoring, and field and laboratory testing of soil and concrete. Mr. Dornacker is responsible for managing and coordinating all work performed by the Geotechnical Department. His responsibilities include preparing and reviewing geotechnical and materials engineering inspection reports, coordinating and supervising engineering staff and drilling personnel, and conducting foundation observations, foundation design reviews, and geotechnical instrumentation monitoring, and reviewing and signing materials testing reports.

Caloosahatchee Connect - Fort Myers/Cape Coral, FL. Geotechnical Engineer.

This project will serve to connect a reclaimed water transmission pipeline from the City of Fort Myers to the City of Cape Coral just south of the Midpoint Bridge. The transmission pipeline will be installed underneath the Caloosahatchee River using large-scale directional drilling operations. The 7,600-foot reclaimed water transmission main will be the largest and longest subaqueous horizontal directional drill project using fusible polyvinyl chloride pipe (FPVC) in the United States. Mr. Dornacker was the lead Geotechnical

engineer for the project and was responsible for the coordination of drilling operations, review of soil samples, review of laboratory testing (including direct shear and consolidation testing), and generation of geotechnical report and recommendations. Geotechnical borings were completed in the Caloosahatchee River using a truck-mounted drilling rig atop a push barge with specially designed platforms, borings were performed to depths exceeding 120 feet below the water line.

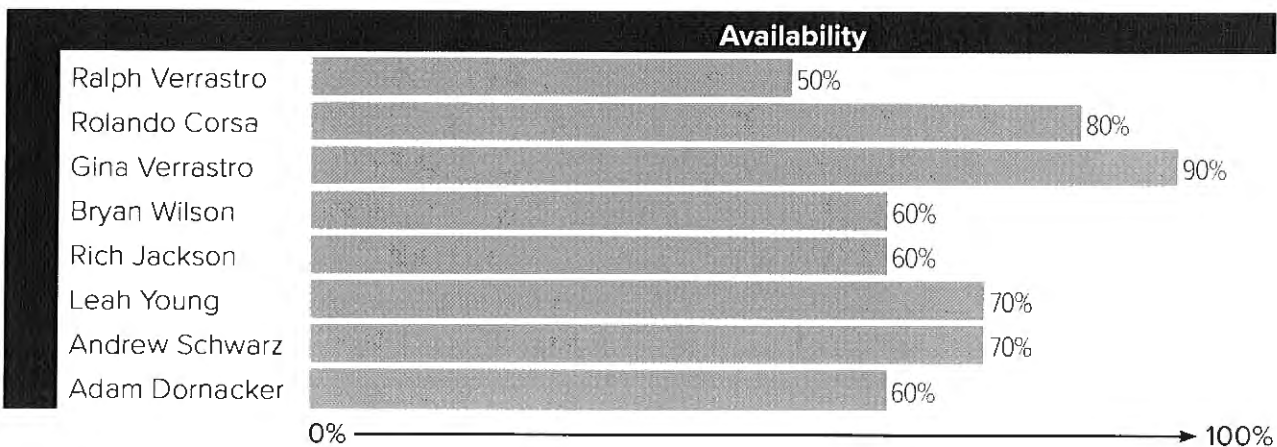
Golden Gate Bridge Over Santa Barbara Canal - Naples, FL. Geotechnical Engineer. This project consists of the phased demolition of the existing bridge along Golden Gate Parkway and the new construction of a four-lane, two-way bridge over the Santa Barbara Canal. Mr. Dornacker coordinated completion of the geotechnical borings to depths of 100 feet below ground surface, as well as the GPR survey and MOT operations. Mr. Dornacker also reviewed the geotechnical findings and generated report recommendations to include foundation piling recommendations in accordance with FDOT standards.

Yellow Bird Street Roadway Widening - Marco Island, FL. Geotechnical Engineer. This project consisted of roadway improvements to widen Yellowbird Street from Bald Eagle Drive to N. Collier Boulevard, a distance of approximately 3,800 feet. The improvements are to widen the pavement to 11-foot travel lanes and add a new four-foot wide paved shoulder along both sides of roadway. Mr. Dornacker performed hand auger soil borings, classified soils, and coordinated the completion of the geotechnical report for the project.

iii. Organizational Methodology

KCI's organizational methodology in selecting the proposed key staff for this project is quite simple—we propose to have KCI in-house staff be responsible for over 95% of the engineering services. This approach maintains KCI's high quality and responsive customer service approach. We are proposing highly experienced key staff including project manager, Ralph Verrastro, PE, and bridge Engineer of Record, Rolando Corsa, PE, CBI, who have worked together on bridge repair and bridge replacement projects in Florida for over 19 years. In addition, Gina Verrastro, EI, who will serve as our lead bridge design engineer, has worked directly with Ralph and Rolando on numerous bridge projects for the past six years. The remainder of the proposed staff for the bridge, roadway, survey, and hydraulics engineering tasks are all in-house KCI staff that have helped support our key bridge staff members on many other bridge projects which will facilitate the coordination of this design project. KCI has worked with our subconsultant, Universal Engineering Sciences, for the geotechnical engineering services on numerous projects over the past 19 years and we are currently working with them on three other bridge replacement projects.

iv. Availability





C.

**Similar Experience/
References**

- i. Similar Projects
- ii. References
- iii. Prime/Sub Project History
- iv. Additional Experience

i. Similar Projects

The following are relevant project examples showing the project experience for KCI. We have provided the names and contact information in some of the examples that serve as references for KCI's key staff. None of these projects included any change orders that were a result of errors or omissions on the part of KCI. In addition, all these projects were delivered on time and within budget. Any minor construction issues that came up were rectified in a timely fashion.

1 Rotonda West Bridge Repairs (FDOT # 014111 and 014113)

Charlotte County, FL



KCI has been working with Charlotte County's public works staff for the past year on repair plans for these bridges. KCI had just submitted 60% bridge repair plans to the County for review for both bridges when Hurricane Ian hit southwest Florida. KCI's staff performed an emergency inspection after the hurricane and recommended bridge closure for Bridge # 014113 (shown in the photo). KCI was recently selected by Charlotte County to perform additional engineering services that include inspecting and evaluating the repair and replacement alternatives for Bridge #014113 for review by FEMA for funding the preferred alternative.

Engineering Design: 2023

Construction Completed: Est. 2025

Project Roll:

KCI — Bridge inspections; Repair/replacement alternatives
UES — Geotechnical EOR

Engineering Cost: \$250k | **Construction Cost:** \$1.2M

Key Personnel:

Ralph Verrastro, Rolando Corsa, Gina Verrastro,
Bryan Wilson, Rich Jackson, Andrew Schwarz,
Adam Dornacker

2 Chokoloskee Bridge and Causeway

Collier County, FL



KCI performed an emergency inspection of the Chokoloskee Island access bridge and causeway roadway after being damaged by Hurricane Ian. KCI also prepared emergency repair plans related to erosion damage to the roadway and bridge elements including the concrete block slope protection, roadway embankment, shoulder pavement, drainage structures and the sheet pile sea wall.

Engineering Design: 2022

Construction Completed: 2023

Key Personnel:

Ralph Verrastro, Rolando
Corsa, Gina Verrastro,
Bryan Wilson, Rich Jackson

Project Roll:

Bridge inspections/repairs;
roadway repairs

Engineering Cost: \$87k

Construction Cost: \$250k

3 South Gulf Cove Bridge Widenings

Charlotte County, FL



KCI is substantially complete with bridge plans for repairs and the widening of four bridges (FDOT #s 014053, 014054, 014055, 014056) in South Gulf Cove in Charlotte County. The superstructures for the four bridges have five 24-foot spans and consist of adjacent, prestressed, concrete voided slab beams with asphalt wearing surfaces and non-standard traffic railings. The superstructures are supported on pile bents that consist of cast in place concrete caps and prestressed concrete piles. The bridges span navigable waterways and were constructed circa 1976. These bridges are being widened to provide sidewalks on the bridges and includes the replacement of the non-standard bridge railings and approach guard rails.

Engineering Design: 2023

Construction Completed: Est. 2024

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro, Bryan Wilson, and Andrew Schwarz

Project Roll: Bridge design and inspections

Engineering Cost: \$245k

Construction Cost: \$4M

4 Ainger Creek (CR 775) Bridge Rehabilitation

Charlotte County, FL



KCI prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Ainger Creek Bridge is a continuous, four-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast in place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Engineering Design: 2018

Construction Completed: 2019

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge design

Engineering Cost: \$81k

Construction Cost: \$380k

i. Similar Projects

5 Emil Sweptson (CR 776) Bridge Rehabilitation

Charlotte County, FL



KCI prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Emil Sweptson Bridge is a continuous, 12-span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast in place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Engineering Design: 2019

Construction Completed: 2020

Engineering Cost: \$88k

Construction Cost: \$420k

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge design/repair

6 Miscellaneous Structural Engineering Services

Bonita Springs, FL



KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July of 2018. We recently completed bridge repair plans for seven bridges in the City of Bonita Springs, FL. The typical repairs included deck repairs, concrete patching repairs, riprap replacement, expansion joint replacement and replacement of asphalt wearing surface.

Engineering Design: 2023

Construction Completed: 2023

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro, Bryan Wilson

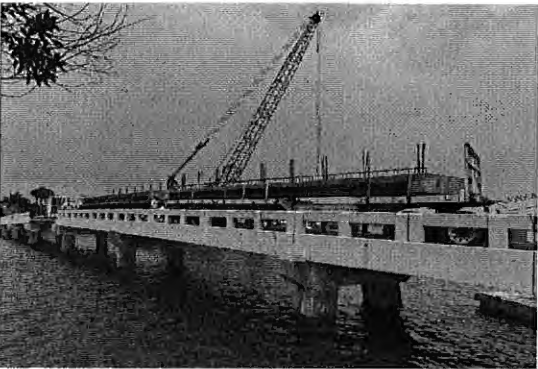
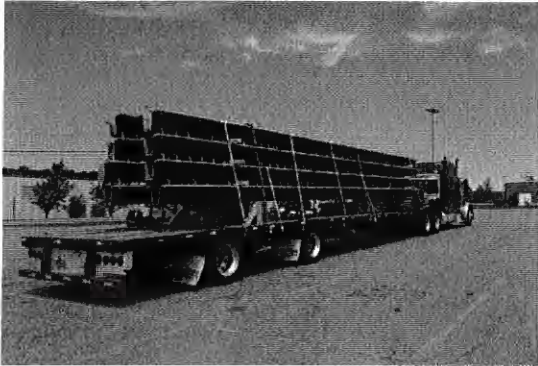
Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: \$152k

Construction Cost: \$400k

7 Sun Island Bridge Superstructure Replacement

South Pasadena, FL



The Sun Island Association (SIA) hired KCI to prepare bridge rehabilitation plans that would include details for the replacement of spans four and five of their exit bridge. The other major work items included were concrete patching repairs to all the concrete cap beams and the installation of structural jackets on intermediate bents two through eight. The bridge repair plans specified similar prestressed slab beams reinforced with stainless steel prestress strands that would not be subject to the same corrosion problems that led to the premature deterioration of the original slab beams. In addition, the repair plans provided a bid alternate that included the innovative GBeam™ product supplied by Advanced Infrastructure Technologies or AIT Bridges. Midcoast Construction Enterprises was the low bidder and they offered both alternatives for the same cost in their bid proposal. The condo owners selected the GBeam™ alternate for reasons that included a 100-year design life and significantly lighter weight which would reduce the dead load on the intermediate bents. The GBeam™ superstructure included four composite tub girders for each 47'-3" span with a 7.5" thick precast concrete deck which was supplied in two sections with a closure pour in the center of the bridge. See the photo above of the GBeams being shipped to Florida from AIT's plant in Maine and the photo to the left of the beams being erected from a barge.

Engineering Design: 2019

Construction Completed: 2021

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: \$97k

Construction Cost: \$980k

8 Professional Services Library of Consultants

City of Naples, FL



KCI was selected by the City of Naples to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in April of 2019. We have completed bridge rehabilitation plans for repairs for four bridges on Harbour Drive, Park Shore Drive, Galleon Drive and Mooring Line Drive. The repairs included concrete patching repairs, rip rap replacement, replacement of the asphalt wearing surface, railing repairs and installation of a waterproofing membrane on the concrete slab beams.

Engineering Design: 2021

Construction Completed: 2021

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: \$124k

Construction Cost: \$390k

9 Babcock Ranch Entrance Bridge

Charlotte County, FL



KCI prepared the final design plans and specifications in a design build format with Thomas Marine Construction for the entrance "faux" bridge to the new Town of Babcock Ranch off FL Route 31. The new entrance bridge incorporated 140-foot-long by 16-foot-high steel through trusses supported on shallow concrete spread footings. The roadway embankment was supported using a mechanically stabilized earth wall system using concrete blocks and geosynthetic geogrids.

Engineering Design: 2016

Construction Completed: 2018

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: \$102k

Construction Cost: \$1.1M

10 Rustic Road Bridge Replacement

Sarasota County, FL



KCI provided bridge design and CEI services for the replacement of the Rustic Road Bridge over the Cowpen Slough in Sarasota County. The new structure is 53-foot-span bridge consisting of prestressed concrete slab beams with a concrete deck supported on prestressed concrete pile bents. The bridge carries two lanes, shoulders, and a sidewalk on one side. It also provides support for utilities on both sides of the bridge.

Engineering Design: 2021

Construction Completed: 2022

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: \$95k

Construction Cost: \$1.2M

ii. References

- 1** **Rotonda West Bridge Repairs (FDOT # 01411 and 014113)**
Charlotte County, FL
Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657
- 2** **Chokoloskee Bridge and Causeway**
Collier County, FL
Marlene Messam, PE, CPM, PMP
Principal Project Manager
Client Representative
Marlene.Messam@colliercountyfl.gov
239.252.5876
- 3** **South Gulf Cove Bridge Widening**
Charlotte County, FL
Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657
- 4** **Ainger Creek (CR 775) Bridge Rehabilitation**
Charlotte County, FL
Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657
- 5** **Emil Sweptson (CR 776) Bridge Rehabilitation**
Charlotte County, FL
Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657
- 6** **Miscellaneous Structural Engineering Services**
Bonita Springs, FL
Matt Feeney
Assistant City Manager
Client Representative
matt.feeney@cityofbonitasprings.org
239.949.6246
- 7** **Sun Island Bridge Superstructure Replacement**
South Pasadena, FL
Ken Edwards
SIA Treasurer
Client Representative
SIA.ken.kdwards@gmail.com
408.341.5138
- 8** **Professional Services Library of Consultants**
City of Naples, FL
Gregg Strakaluse, PE
Engineering Manager
Client Project Manager
gstrakaluse@naplesgov.com
239.213.5003
- 9** **Babcock Ranch Entrance Bridge**
Charlotte County, FL
John Broderick
SVP of Land Development
Client Project Manager
jbroderick@kitsonpartners.com
973.219.8192
- 10** **Rustic Road Bridge Replacement**
Sarasota County, FL
James Stock, PE
Transportation Structures Engineer
Client Project Manager
jstock@scgov.net
941.861.0931

iii. Prime/Sub Project History

KCI's staff has worked with our proposed subconsultant Universal Engineering Sciences, related to the geotechnical engineering services, on the following bridge projects:

1. Rattlesnake Hammock Bridge over Henderson Creek Canal, Collier County, FL
2. Golden Gate Parkway of Golden Gate Main Canal, Collier County, FL
3. Rotonda Boulevard South over Rotonda River, Charlotte County, FL
4. Rustic Road over Cowpen Slough, Sarasota County, FL
5. Addison Place Entrance Bridge over Cocohatchee Canal, Collier County, FL
6. Heritage Bay Entrance Bridge over Cocohatchee Canal, Collier County, FL
7. Charter School Entrance Bridge over Cocohatchee Canal, Collier County, FL
8. Hammock Park Entrance Bridge over Henderson Creek Canal, Collier County, FL
9. World Tennis Club Bridge over Airport Road Canal, Collier County, FL
10. Babcock Ranch Entrance Bridge, Charlotte County, FL

iv. Additional Experience

Environmental Assessments for Bridge Maintenance

The Florida Administrative Code (FAC) Section 62-330.051 Exempt Activities allows an exemption from permitting for bridge maintenance. Here is a specific excerpt from the FAC.

- (e) Repair, stabilization, paving, or repaving of existing roads, and the repair or replacement of vehicular bridges that are part of the road, where:
1. They were in existence on or before January 1, 2002, and have:
 - a. Been publicly used and under county or municipal ownership and maintenance, thereafter, including when they have been presumed to be dedicated in accordance with section 95.361, F.S.
 - b. Subsequently become county or municipally owned and maintained; or
 - c. Subsequently become perpetually maintained by the county or municipality through such means as being accepted by the county or municipality as part of a Municipal Service Taxing Unit or Municipal Service Benefit Unit.



Drill Resistance Device Testing Bridge Piles, Collier County, FL

Project Example for Timber Member Evaluation

KCI's technical expertise saved Collier County hundreds of thousands of dollars on a 2018 assignment involving the Immokalee Road Bridge over a Drainage Canal (#030138) east of Immokalee. The FDOT sent a letter advising the county of significant deficiencies related to advanced deterioration of the timber piles. The consultant that had been monitoring the piles on this bridge (and all the other timber pile supported bridges in the county for the past few years), was requested to re-inspect the piles based on the FDOT letter. The consultant re-inspected the piles and concluded that the county should perform repairs which included installing crutch bents at all the bents. These crutch bents would have cost approximately \$300,000 for this bridge which was scheduled for replacement in 2 years. The county hired KCI to review the situation and provide a value engineering evaluation.

iv. Additional Experience

We agreed that piles appeared to be a concern based on a visual inspection which was the level of inspection performed by the FDOT and the other consultant. We recommended performing in-depth testing of the piles using a drill resistance device that would provide quantitative test results related to the condition of the piles full depth. The results of the testing showed that the outer 2" of the 12" diameter piles were compromised but the interior 8" of the piles were solid material. We performed a structural analysis of the pile based on this information and concluded that no repairs were required given the short time frame planned for the full replacement of the bridge.

Life Cycle Cost Analysis Experience

KCI has experience performing life cycle cost analysis on our projects. Although more prevalent on building projects and new bridges, this method of analysis could be applicable on this bridge repair project. Life cycle cost analyses estimates the total cost of owning the facility. It considers all the costs including administrative, right-of-way, engineering, construction, and maintenance plus salvage value at the end of a facility's life. LCCA is especially useful when project alternatives that fulfill the same performance requirements but differ with respect to initial costs and maintenance costs, must be compared to select the one that maximizes net savings. We propose to perform the LCCA early in the design process while there is still a chance to refine the design to ensure a reduction in life cycle costs. The life cycle cost analyses for the bridges on this project would be performed in accordance with the recommendations included in the National Cooperative Highway Research Program (NCHRP) Report 483 – Bridge Life-Cycle Cost Analysis.

Specialized Advanced Bridge Engineering Experience

KCI's staff routinely offers technical seminars at industry conferences and publishes articles in technical magazines and journals to provide training for other engineers about structural engineering. Mr. Verrastro has served on the editorial board for STRUCTURE magazine and as an adjunct professor for engineering courses at Broome Community College in Binghamton, NY. KCI is an approved provider of continuing education courses by the Florida Board of Professional Engineers.

One of the courses that is very relevant to this project includes the course titled *Bridge Maintenance Management for Florida Municipalities*. This seminar provides practical management recommendations for the repair and replacement of the bridges owned and maintained by local municipalities in Florida. It also provides recommendations for alternative approaches to the design and construction of typical preventative maintenance repairs. KCI's staff presented this course at the statewide APWA Annual Conference in Daytona Beach in 2019.

Another relevant course that we have provided at industry conferences and for local municipalities is titled *Bridge Structure Flood Emergency Training*. This seminar provides training for public works personnel that will be assigned to perform emergency inspections during flood events for bridges and large culverts. The employees of municipal public works departments are typically the first responders in the event of a flood to determine the safety of the bridges that are owned and maintained by the municipality. They need to be trained to understand how to recognize a hazardous condition and be able to recommend/implement an immediate bridge closure, if conditions warrant it, to protect the safety of the travelling public. This seminar provides a recommended approach to preparing an emergency action plan for the municipality that includes identifying the risk associated with the various bridge types in the municipality's inventory and preparing a priority list for the performance of the inspections. It provides a basic understanding of the components of typical bridges and a working knowledge of the common failure modes caused by scour. This seminar also provides a sample inspection form to be used during an emergency flood inspection and a checklist of specific inspection activities that should be performed and documented.

Another relevant course that we have provided at industry conferences and for local municipalities is titled *Accelerated Bridge Construction Using Prefabricated Components*. This training course provides a practical overview of the proprietary and non-proprietary, prefabricated bridge components that are available for use on bridge replacement and rehabilitation projects. These components are manufactured using materials including concrete, steel, timber, and fiber reinforced polymers. There is a growing trend in the transportation industry to reduce the disruption to the traveling public on highway projects by minimizing the duration of construction. These high-quality products provide cost effective alternatives. Specialty structural engineers perform the final design of these products based on design criteria provided by the structural engineer of record. Typical design methods and limitations for each product are also discussed. In addition, case study projects are presented to illustrate some typical installations for the prefabricated components.

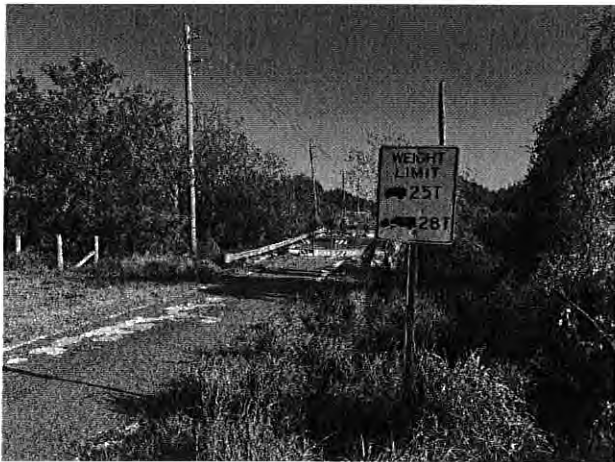


D.

Project Approach

- i. Project Understanding
- ii. Management Plan
- iii. Cost Control

i. Project Understanding



Project Understanding

We understand that DeSoto County is seeking professional services from a qualified engineering firm to provide an inspection and evaluation of FDOT Bridge #044033. The bridge is located on NW Second Bunker Avenue approximately 0.75 miles north of State Road 70 and it spans the Bunker Ditch. The existing timber bridge has four 14-foot spans with a total length of approximately 56 feet. The bridge is owned and maintained by DeSoto County and is posted for limited truck loadings.

During Hurricane Ian, the bridge was significantly damaged. It appears the flow of the water in Bunker Ditch shifted to the north during the storm and breached the roadway embankment behind the northern abutment. The approach

slab was completely undermined, and it collapsed causing abrasion and impact damage on the back side of the abutment. As a result, it appears the abutment piles became unstable which allowed the abutment and the superstructure to settle differentially approximately 12 inches. The photos below show the scour damage, and the differential settlement is noticeable. We recommend full replacement of the northern abutment, wingwalls and approach slab as part of the repair alternative.



Project Technical Approach

The following items summarize our technical design approach for this project during the design and construction phases:

1. Our team proposes to follow FDOT design guidelines as appropriate. However, since the project will be funded with FEMA and local funds, we will consider incorporating some special details/systems that may not be part of the FDOT standards but are commonly used by other county public works departments in Florida and in other parts of the country. The reason to consider these special details/systems would be to provide a more cost-effective approach initially and reduce long term maintenance costs.
2. Environmental permitting has the potential to cause delays in design projects. To minimize this risk, we propose to perform due diligence with the environmental agencies as part of our proposal preparation that will form the basis of the engineering agreement with the County. If this project only includes bridge repairs, the project would be exempt from permitting. We may conduct upfront meetings, if necessary, with the agency representatives during the proposal phase. This approach is in the best interest of all parties involved.

i. Project Understanding

3. Maintenance and protection of traffic on bridge projects using phased construction is another risk factor that creates problems for contractors. This bridge will remain closed until it is replaced.
4. The disposition of utilities is another risk factor that causes problems for owners, contractors, and engineers. However, it appears that there are no utilities attached to this bridge.
5. We understand the County's desire for the selected consultant to provide a detailed comparison of the advantages, disadvantages, and costs for repairing or replacing the damaged bridge. We also understand that FEMA will need to approve the project approach and funding requirements. We will assist the County in the negotiations with FEMA related to obtaining adequate project funding taking the 50% rule into consideration.
6. KCI's staff is very familiar with non-destructive testing of timber bridges. The timber elements of this bridge are in poor to fair condition. We are especially concerned about the condition of timber piles and abutment lagging which exhibit heavy checking and rot. We recommend performing in-depth testing of all the piles and other primary members using a drill resistance device (see photo of a typical device) that would provide quantitative test results related to the condition of the piles' full depth. This approach is considered non-destructive because the drill bit that penetrates the member is very thin, so the amount of the material removed is negligible.
7. Rolando Corsa, PE, CBI, will serve as the Team Leader for the in-depth bridge inspection required on this project. The inspections will be in accordance with FDOT procedures and the Federal Highway Administration's "Bridge Inspection Guidelines." The inspections will be documented using detailed report forms and digital photographs. We propose to coordinate our work to have all field work completed at the same time (i.e., any survey work required to document bridge geometry would be performed while our bridge inspectors are on-site).
8. The hydraulic analysis for this bridge will be a critical aspect of the bridge design which will be documented in the Bridge Hydraulics Report (BHR). The analysis involves quantifying the design high water elevation and estimating stream velocities and scour depths to support the new bridge design. We will model the existing bridge configuration to determine if we could have predicted the scour that occurred.
9. Upon completion of the prior tasks, we will prepare a Bridge Development Report (BDR) that summarizes the findings of our comparison of the required bridge repairs and the bridge replacement alternatives. The BDR will provide recommendations related to non-structural project issues including maintenance of traffic, utilities, and environmental permitting. We will consider the following bridge types for the proposed new bridge:
 - a. 56-foot-long, four 14-foot spans, timber stringer bridge supported on timber pile bents (in-kind replacement)
 - b. 96-foot-long, three 32-foot spans, cast-in-place concrete flat slab supported on prestressed concrete pile supported bents.
 - c. 96-foot-long, two 48-foot spans, FDOT prestressed concrete slabs with a concrete deck supported on prestressed concrete pile supported bents.
 - d. 96-foot-long, two 48-foot spans, fiber reinforced polymer beams (Advanced Infrastructure Technologies GBeam™ product) with a concrete deck supported on prestressed concrete pile supported bents (See the project description for the Sun Island bridge in Section C of this proposal for KCI's experience with this innovative bridge system).Alternatives b, c, and, d eliminate the existing 12-foot-tall abutments. Lengthening the bridge provides an improved waterway opening which would help mitigate the potential for future erosion and scour behind the northern abutment. We will also consider shifting the new bridge to the north to improve the alignment of bridge with the natural flow patterns at the bridge.

After the County reviews the BDR, we will conduct a meeting to discuss the recommendations and plan the next phase of the project based on the selected preferred alternative and funding by FEMA.
10. The next step in the completion of this project is the preparation of preliminary bridge plans (30% bridge plans) and the 60% roadway plans if a new bridge alternative is advanced. If the repair alternative is selected, the existing roadway profile would need to be maintained.

i. Project Understanding

11. After we have completed the preliminary plans, we would conduct pre-application meetings with the appropriate environmental agencies to document their opinions related to the permit requirements. We recommend that the County Project Manager attend these meetings. For most of the bridge rehabilitation/replacement projects we have designed in the past, the Southwest Florida Water Management District (SWFWMD) is the primary agency that we need to work with related to permitting. In addition, we may also need to coordinate with the US Coast Guard, US Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission, and the Florida Department of Environmental Protection.
12. The next step includes preparing the 90% bridge and roadway plans, specifications, and bidding documents. The final design calculations and drawings will be prepared in accordance with the latest standards recommended by FDOT. Our final design details will consider future routine maintenance and methods to accelerate the construction process.
13. We propose to assign an independent KCI specialty bridge construction engineer not involved directly on the project to perform constructability/peer reviews of our reports and construction plans. These structured reviews will verify that the work requirements are clear, and the documents are fully coordinated.
14. We will prepare the agenda for the pre-bid conference for review and issuance by the County at the meeting. We will review all written questions submitted by the contractors during bidding and provide written responses. After the bids are received, we will assist the County in an evaluation of the schedule of values and provide a letter of recommendation for award or re-bidding if irregularities are found.
15. KCI will review shop drawings/submittals and provide intermittent inspections during construction to document that the contractor is performing the work in accordance with the contract plans and specifications. Record plans would be prepared to document any field changes.
16. We will consider using jointless bridge designs that eliminate expansion joints which reduces cost initially and in the future by reducing long term maintenance costs associated with these high maintenance components.
17. We propose to utilize Accelerated Bridge Construction (ABC) techniques that utilize prefabricated bridge components where applicable.

ii. Management Plan

Project Management Approach

The following items summarize our project management approach for this project during the design and construction phases:

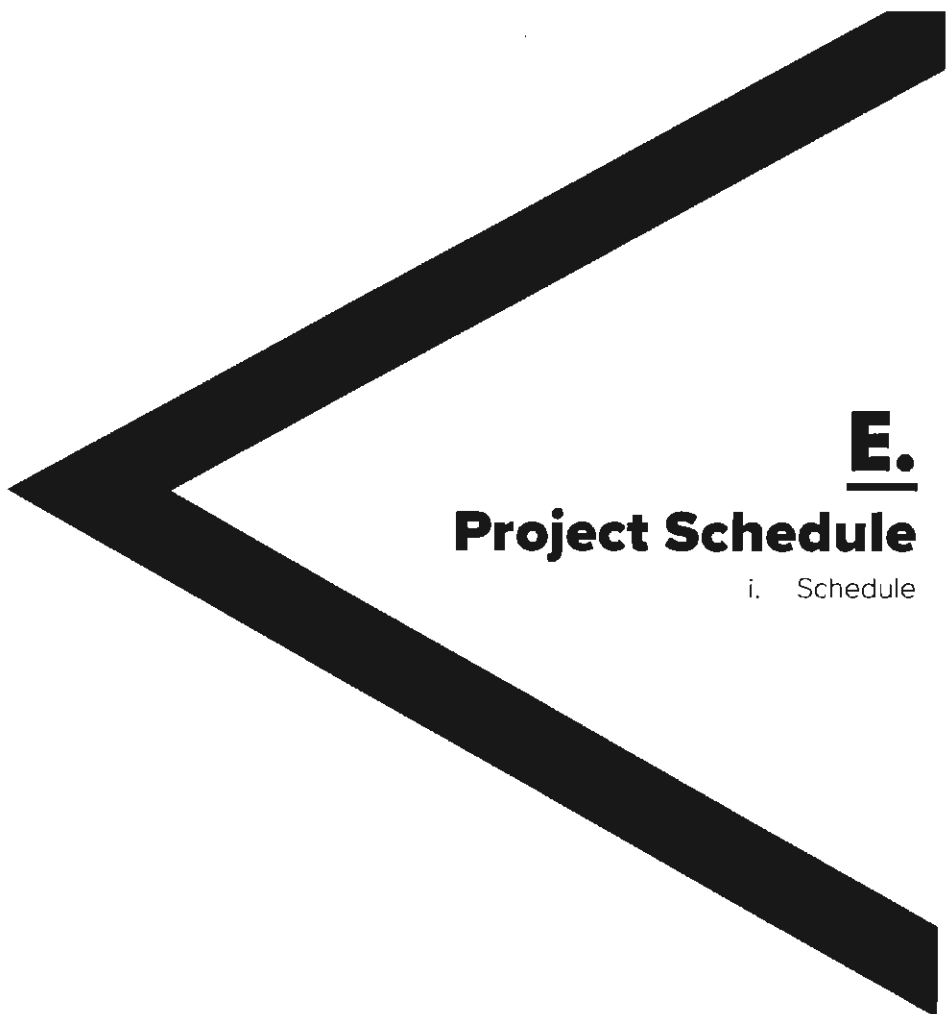
1. Clear communication between the design team and the County is a key ingredient in the recipe for a successful project. From the development of a comprehensive scope of services to the final punch list at the close out of construction, our focus on the communication of information is crucial.
2. We will minimize potential problems by managing by "prevention". This management approach involves considering what can potentially go wrong and then prepare contingency plans that would mitigate the problem. Our extensive experience with bridge repair/replacement projects allows us to anticipate the potential problems – aka – "been there and done that".
3. We personalize our approach to the communication of information depending on the requirements of the client. We are also accustomed to presenting technical issues, in our reports and oral presentations, in layman terms for non-technical people.
4. We will work with County Project Manager to clearly define the scope of services in our up-front proposal and deliver those services on budget and on time, every time. During scoping, we propose to conduct a meeting with the County Project Manager and the County Bridge Maintenance Supervisor to review the design criteria for the potential repairs and for a new bridge. We also want to discuss the County's preferences related to bridge system components. The primary intent of this meeting is to document the County's objectives, preferences, and requirements.
5. We propose to conduct bi-weekly progress meetings with the County staff during the design phase to keep all parties informed of our progress and to gain consensus on decisions to move forward.
6. We encourage client participation on important decisions - **NO SURPRISES!!!**
7. We will utilize high quality visual aids at meetings and brainstorming techniques to assist in reaching consensus.
8. KCI will prepare a meeting agenda prior to all design meetings and prepare detailed minutes after each meeting with a summary of the action items that need to be accomplished before the next meeting.
9. We maintain close working relationships with most of the bridge contractors in southwest Florida which allows access for discussions and feedback on constructability issues during design.
10. If we need to make any assumptions during the design phase particularly on bridge repair projects because of unknown or latent details, we communicate these assumptions to the contractor in the plans. We also let the contractor know that if our assumptions turn out to be incorrect, we want to be alerted as early as possible so we can assist in developing any required revised repair details.
11. Our proximity allows us to function as a seamless extension of the County's staff.
12. We return phone calls and e-mails within 24 hours or less.
13. If we don't have an immediate response, we let you know we need some more time and provide a deadline to get back to you.
14. We ensure that everyone involved is included in e-mails as appropriate.
15. We schedule impromptu meetings when issues arise that require reaching consensus among all project participants.
16. We prepare a diary to document all site visits during construction of a project and share it with project managers and other stakeholders.
17. We prepare comprehensive requests for proposals that provide clear and concise summaries of the project for purchasing and the contractors.
18. We will develop a comprehensive scope of services that will allow agreeing on engineering fees on a lump sum basis.

ii. Management Plan

19. The design project schedule and budget will be monitored on a bi-weekly basis using KCI's internal project management and accounting system.
20. Our Project Manager will prepare and submit monthly progress reports that summarize past achievements, upcoming work, budget statement, schedule statement, and information needed by the design team from the client.
21. To properly advise the County related to the probable cost of construction, KCI will get feedback from local bridge contractors related to labor intensive work items during the design phase.
22. Ralph Verrastro, PE, KCI's Project Manager will be responsible for cost control with support from the design team.

iii. Cost Control

1. We will develop a comprehensive scope of services that will allow agreeing on engineering fees on a lump sum basis.
2. The design project schedule and budget will be monitored on a bi-weekly basis using KCI's internal project management and accounting system.
3. Our project manager will prepare and submit monthly progress reports that summarize past achievements, upcoming work, budget statement, schedule statement, and information needed by the design team from the client.
4. To properly advise the County related to the probable cost of construction, KCI will get feedback from local bridge contractors related to labor intensive work items during the design phase.
5. Ralph Verrastro, PE, KCI's project manager, will be responsible for cost control with support from the design team.



E.

Project Schedule

i. Schedule

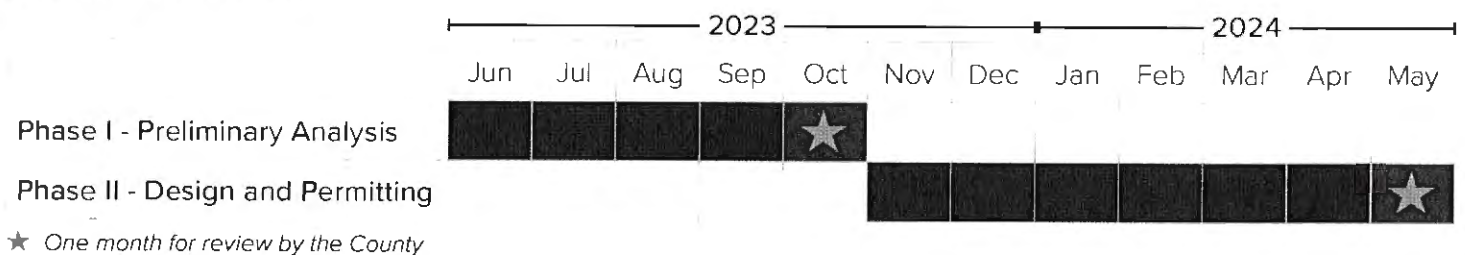


i. Schedule

The following techniques are planned to assure that we meet the proposed schedule shown in the chart below:

1. We propose a duration of 12 months for the design phase of this project.
2. To hit the ground running, we prepared a draft scope of services which is included in Section D of this proposal.
3. We will be prepared to meet with the County Project Manager to discuss the scope and start negotiations within days of being notified that we have been selected by the County.
4. We visited the bridge site to gain familiarity with the bridge site and have started considering some design approaches which are included in this proposal.
5. We propose to eliminate the typical 60% plan review phase by providing very detailed 30% plans and then proceed directly to 90% review plans.
6. We will monitor the schedule on a weekly basis and take actions to accelerate the schedule if unforeseen issues cause delays.
7. To minimize the construction durations, we will consider Accelerated Bridge Construction techniques when appropriate.
8. Ralph Verrastro, PE, KCI's project manager will be responsible for adherence to the agreed upon schedule with support from the design team.
9. If we commit to providing services for an agreed upon fee and schedule, we will deliver. We take these commitments very seriously.
10. We monitor our workload on a weekly basis using an internal two week rolling schedule of project task commitments.
11. We have on-going work sharing relationships with KCI's other 65 offices which provides additional resources in-house to reach out to if the workload is more than our local staff can handle.

Estimated Schedule



Phase I

Preliminary Analysis includes bridge inspection/evaluation, survey, mapping, Bridge Development Report (BDR), Foundation Design Report (FDR)

Phase II

Design and Permitting includes preparing drawings/specs for bridge repair or bridge replacement and permitting

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F.

Licenses, Certifications, Litigation

- i. Professional Licenses
- ii. Firm Certificates of
Authorization
- iii. Litigation History

i. Professional Licenses

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LICENSEE DETAILS

Licensee Information

Name: VERRASTRO, RALPH (Primary Name)
 Main Address: 15863 SECOYA RESERVE CIRCLE NAPLES, Florida 34110
 County: COLLIER

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 39784
 Status: Current/Active
 Licensure Date: 04/07/1988
 Expires: 02/28/2025

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LICENSEE DETAILS

Licensee Information

Name: CORSA, ROLANDO (Primary Name)
 Main Address: 8112 CHAMPIONS FOREST WAY TAMPA, Florida 33635
 County: HILLBOROUGH

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 73191
 Status: Current/Active
 Licensure Date: 06/09/2011
 Expires: 02/28/2025

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LICENSEE DETAILS

Licensee Information

Name: VERRASTRO, GINA R. (Primary Name)
 Main Address: 15165 BUTLER LAKE DR UNIT 202 NAPLES, Florida 34109
 County: COLLIER

License Information

License Type: Engineering Intern
 Rank: Eng Intern
 License Number: 1100022972
 Status: Current
 Licensure Date: 09/10/2019
 Expires:

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LICENSEE DETAILS

Licensee Information

Name: WILSON, CHARLES BRYAN (Primary Name)
 Main Address: 7726 LAUREL LANE PARKLAND, Florida 33067000
 County: BROWARD

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 43447
 Status: Current/Active
 Licensure Date: 06/05/1990
 Expires: 02/28/2025

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LICENSEE DETAILS

Licensee Information

Name: SCHWARTZ, ANDREW JOSEPH (Primary Name)
 Main Address: 4041 CRESCENT PARK DR RIVERVIEW, Florida 33578
 County: HILLBOROUGH

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 86265
 Status: Current/Active
 Licensure Date: 01/04/2019
 Expires: 02/28/2025

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LICENSEE DETAILS

Licensee Information

Name: YOUNG, LEAH MACK (Primary Name)
 Main Address: 11908 DOC ARNO D RALEIGH, North Carolina 27614
 County: OUT OF STATE

License Information

License Type: Professional Engineer
 Rank: Professional Engineer
 License Number: Application In Process
 Status: Application In Process
 Licensure Date:
 Expires:

National Highway Institute

Certificate of Training

Rolando Corsa

For the month of

FHWA-NHI-10053 Bridge Inspection Refresher Training

presented by

Kentucky Transportation Cabinet

Date: January 17-19, 2024
 Location: Louisville, KY

Hours of Instruction: 16

Local Coordinator: [Signature]

Thomas Herman, Director
 National Highway Institute

Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32309-6500

License No. LS6719
 Expiration Date: February 28, 2025

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

PAUL RICHARD JACKSON
 2025 ELK SPRING DR
 BRANDON, FL 33511-1726

[Signature]

WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

Please verify that the professional surveyor and mapper whose name and address is shown above is licensed in compliance with Chapter 472, Florida Statutes.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 472, FLORIDA STATUTES

DONACKER, ADAM JAMES
 5200 PALMCREST DRIVE
 APT 202
 PONTA VERDE, FL 33954

LICENSE NUMBER: P23519
EXPIRATION DATE: FEBRUARY 28, 2025

Always verify license online at <http://licensure.com>

Do not alter this document in any form.
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ii. Firm Certificates of Authorization

KCI Technologies, Inc.

State of Florida Department of State

I certify from the records of this office that KCI TECHNOLOGIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

The document number of this corporation is P23975

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 1, 2023, and that its status is active

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

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



[Signature]
Secretary of State

Tracking Number: 6618189384CC

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

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Licensee

Name: **LAWSON, BRYAN ROBERT** License Number: **83327**
 Rank: **Professional Engineer** License Expiration Date: **02/28/2025**
 Primary Status: **Current** Original License Date: **06/28/2017**
 Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
4898	Current	KCI TECHNOLOGIES, INC. Registry		04/04/2019 Registry		

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363 SW 33RD AVE, DEERFIELD BEACH, FL 33442-2359

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Surveyor and Mapper	LS6739	06/16/09	02/28/11	Cancelled
Surveyor and Mapper	LS6769	12/17/09	02/28/25	Active
Surveyor of Record For	LB6901	10/30/98	02/28/25	Active

Complaints: 0
Print

Universal Engineering Sciences

Licensee Details

Licensee Information

Name: **GFA INTERNATIONAL, INC. (Primary Name)**
UNIVERSAL ENGINEERING SCIENCES (DBA Name)
 Main Address: **1215 WALLACE DRIVE**
DELRAY BEACH Florida 33444
 County: **PALM BEACH**
 License Mailing:
 LicenseLocation:

License Information

License Type: **Registry**
 Rank: **Registry**
 License Number: **4930**
 Status: **Current**
 Licensure Date: **02/12/1988**
 Expires:

iii. Litigation History

Below is a summary of KCI's litigation for our entire national firm over the past 10 years. Details can be found in the required forms section.

December 2012 – Rao Sudeendra vs. KCI Technologies, Inc.

Case No: 2012-CVF-2517

Jurisdiction: Warren Co., OH

Status: Plaintiff Voluntarily Dismissed

Claim February 2013

September 2014 – Core Logistic Services, LLC vs. LaSalle County / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)

Jurisdiction: LaSalle County, Texas

Status: Motion for Summary Judgment granted September 19, 2017

January 2015 - ICG 16th Street Associates LLC Asserts Claim against KCI Technologies, Inc.

Case No: 17-CV-1070 (CRC)

Jurisdiction: US District Court, District of Columbia

Status: Claim Settled August 2020

May 2016 - SummitIG, LLC vs. PEI Engineering & Construction, LLC (PEI) / KCI Technologies, Inc. [KCI Technologies named, but should be KCI Construction Services LLC]

Case No: 101283

Jurisdiction: Circuit Court for the County of Loudoun, Virginia

Status: Closed September 2019

July 2018 – The Helga R. Shay Revocable Trust, etc., PLTIF vs. March-Westin Company, Inc. / DFTS / KCI Technologies, Inc. / et al

Case No: 18-C-64

Jurisdiction: Monongalia County, Circuit County, West Virginia

Status: Settled August 2019

December 2018 – Alexander D. Kunkel vs. KCI Technologies, Inc. / Brian Leslie Watkins, PE / Pennsylvania Department of Transportation (PENNDOT) /

Bridgestone Americas, Inc.

Case No: 000427

Jurisdiction: Court of Common Pleas Philadelphia County

Status: Open

December 2018 – Jesco, Inc. vs. KCI Technologies, Inc.

Case No: C-08-CV-18-001151

Jurisdiction: Circuit Court for Charles County, Maryland

Status: Settled February 2021

February 2020 – Chasity Jackson & Chris Jackson, et al vs. Metropolitan Government of Nashville &

Davidson County, Tennessee / KCI Technologies, Inc. / Stansell Electric Company

Case No: 19C-725

Jurisdiction: Circuit Court of Davidson County Twentieth Judicial District of Tennessee

Status: Settled November 2020

April 2020 – George Powell vs. City of San Marcos / 2202 Hunter Road Inv. LP / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)

Case No: 19-3078

Jurisdiction: San Marcos, Texas

Status: Settled December 2022

June 2020 – Jennifer Nicole Moon, Individually and as Administrator of the Estate of Gregory Moon, Deceased, et al vs. Pittman Construction Company / Middle Georgia Paving, Inc /

KCI Technologies, Inc. / Georgia Department of Transportation

Case No: 20CV0399

Jurisdiction: Superior Court of Jackson County, Georgia

Status: Settled November 2021

November 2020 – Ronald Thomas and Tamara Thomas vs. South Carolina Department of Transportation, et al

Case No: 2019CP3201072

Jurisdiction: State of South Carolina, County of Lexington

Status: Dismissed January 2021

December 2020 - Susan Galloway, Personal Representative of the Estate of William Andrew Galloway, Deceased vs. Blythe Construction, Inc. / Stay Alert Safety Services, Inc. / South Carolina Department of Transportation / KCI Technologies, Inc. / Infrastructure Consulting & Engineering

Case No: 2019-CP-42-04336

Jurisdiction: State of South Carolina, County of Spartanburg

Status: Open

November 2021 – Edward Zambito and Linda Zambito, both Individually and as the Co-Executors of the Estate of Allie Rose Zambito, Deceased vs. A-Del Construction

Co, Inc. / Jonas Stoltzfus t/a Stoltzfus Meats & Deli / Neal Toros / KCI Technologies, Inc.

Case No: 210600429

Jurisdiction: Court of Common Pleas Philadelphia County

Status: Open

December 2021 – Sheldon Powell v. Sheldon Miner, an individual / Mumford and Miller Concrete, Inc. / KCI Technologies, Inc.

Case No: N20C-12-149 MMJ

Jurisdiction: In the Superior Court of the State of Delaware

Status: Open

April 2022 – Richard A. Brinkley v. Sheldon Miner / KCI Technologies, Inc.

Case No: N21C-11-115 VLM

Jurisdiction: In the Superior Court of the State of Delaware

Status: Open

September 2022 – UC Athletic, LLC v. McMillan Pazdan Smith, LLC / KCI Associates of North Carolina, P.A.

Case No: 2021-CP-46-02683

Jurisdiction: State of South Carolina, County of York

Status: Open



Required Forms

- i. Proposers Checklist
- ii. Qualifications Statement
 - iii. Hold Harmless
 - iv. E-Verify
 - v. Public Entity Crimes
 - vi. Anti-Collusion Affidavit
 - vii. Anti-Lobbying Affidavit
- viii. Conflict/Non-Conflict of Interest /
Litigation Statement
- ix. Certification Regarding
Debarment, Suspension
- x. Drug-Free Workplace
Affidavit
- xi. COIs
- xii. W-9

PROPOSERS CHECKLIST

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with proposal.

- Completely Executed Proposal Package (original and four (4) copies and one (1) electronic copy)
- Qualifications Statement Form
- Hold Harmless Form
- E-Verify Form
- Public Entity Crimes Form
- Anti-Collusion Affidavit
- Anti-Lobbying Affidavit
- Conflict/Non-Conflict of Interest / Litigation Statement
- Certification Regarding Debarment, Suspension
- Drug-Free Workplace Affidavit

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: KCI Technologies, Inc.

Corporation

NAME: Ralph Verrastro, PE

Partnership

ADDRESS: 4041 Crescent Park Drive, Tampa, FL 33578

Individual

PRINCIPAL OFFICE: 936 Ridgebrook Road, Sparks, MD 21152

Joint Venture

Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Bayne Smith

The address of the principal place of business is: _____

936 Ridgebrook Road, Sparks, MD 21152

2. If the Offeror is a corporation, answer the following:

a. Date of Incorporation: December 15, 1988

b. State of Incorporation: Delaware

c. President's name: Christopher Griffith

d. Vice President's name: See attached

e. Secretary's name: Bayne Smith

f. Treasurer: Christine Koski

g. Name and address of Resident Agent: Ralph Verrastro

4041 Crescent Park Drive, Tampa, FL 33578

3. If Offeror is an individual or a partnership, answer the following: N/A

a. Date of organization: _____

b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name?
32 years

a. Under what other former names has your organization operated?

Matz Childs and Associates; Walter Kidde & Company; Kidde Consultants Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

State of Florida Department of State - P23975; Florida Professional Engineer - 83327
Florida Surveyor and Mapper - LB6901

8. Have you personally inspected the site of the proposed work?

Not applicable

9. Have you or officer in your Company ever been employed or done work for or on behalf of any Phosphate Mining Company? No X Yes (explain in what capacity)

10. Did you attend the Pre-Proposal Conference? N/A

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

Two contracts have been terminated. One because the owner's requirements for ROW did not align with design requirements, therefore the owner and KCI separated without formal dispute to allow the owner to proceed in a different manner with a different provider. The second was terminated shortly after an acquisition.

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

13. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
Charlotte County	Kelly Slaughter Contract Manager	18500 Murdock Circle Port Charlotte, FL 33948	Email kelly.slaughter@charlottecountyfl.gov
			Telephone 941.575.3657
Collier County	Marlene Messam, PE, CPM, PMP Principal Project Manager	2885 Horseshoe Drive S Naples, FL 34104	Email Marlene.Messam@colliercountyfl.gov
			Telephone 239.252.5876
City of Bonita Springs	Matt Feeney Assistant City Manager	9101 Bonita Beach Road Bonita Springs, FL 34135	Email matt.feeney@cityofbonitasprings.org
			Telephone 239.949.6246

14. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Pertinent experience for our key team members can be found in sections B. ii. Resumes of Key

Personnel and C. i. Similar Projects.

15. State the name of the individual who will have personal supervision of the services:

Ralph Verrastro, PE

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Bayne E Smith

SIGNATURE

State of ~~Florida~~ Georgia
County of Gwinnett

On this the 11th day of April, 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Bayne Smith and

(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Christina Perez Young
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ GEORGIA

NOTARY PUBLIC
SEAL OF OFFICE:

Christina Perez Young
(Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

HOLD HARMLESS

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this Agreement.

Type of Organization (Please Check One): Individual Ownership Joint Venture
 Partnership Corporation

Name of Proposing Firm:

KCI Technologies, Inc.

Mailing Address:

4041 Crescent Park Drive

Location Address:

4041 Crescent Park Drive

City & State: Tampa, FL ZIP: 33578

Telephone: 239.216.1370 Fax Number: N/A

Name/Title of person authorized to bind the Company: Bayne Smith, Senior Vice President

Signature of person authorized to bind the Company: Bayne E. Smith

Date: April 11, 2023

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Georgia

COUNTY OF Gwinnett

BEFORE ME, the undersigned authority, appeared Bayne Smith,
who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the Senior Vice President of KCI Technologies, Inc. (the "Contractor/Consultant/Vendor").
4. I am authorized by KCI Technologies, Inc. to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

Bayne Smith
Signature of Affiant
on behalf of Contractor/Vendor

By: KCI Technologies, Inc.
As its: Senior Vice President
Dated: April 11, 2023

STATE OF Georgia
COUNTY OF Gwinnett

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of April, 2023, by Bayne Smith, on behalf of KCI Technologies, Inc., who is personally known to me or who has produced N/A as identification.



Christina Perez Young
Print Name: Christina Perez Young
Notary Public of the State of ~~Florida~~ Georgia

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Georgia
COUNTY OF Gwinnett

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of KCI Technologies, Inc. [name of firm]

is 4041 Crescent Park Drive, Tampa, FL 33578

2. My relationship to KCI Technologies, Inc. [name of firm]

is Senior Vice President

[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee,

member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Bayne E. Smith

SIGNATURE

State of ~~Florida~~ Georgia
County of Gwinnett

On this the 11th day of April, 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Bayne Smith and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Christina Perez Young
NOTARY PUBLIC, STATE OF FLORIDA Georgia

NOTARY PUBLIC
SEAL OF OFFICE:

Christina Perez Young
(Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

ANTI-COLLUSION AFFIDAVIT

STATE OF Georgia

COUNTY OF Gwinnett

Bayne Smith, being first duly sworn deposes and says that:

1. He is the Senior Vice President of KCI Technologies, Inc. attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against KCI Technologies, Inc. or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Bayne E Smith (Signature)

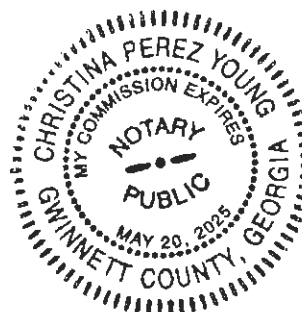
Bayne Smith, Senior Vice President (Printed Name and Title)

Subscribed and sworn to before me,
this the 11th day of April, 2023.

Notary Public Christina Perez Young

County of Gwinnett, AL GA

My Commission expires May 20, 2025



ANTI-LOBBYING AFFIDAVIT

STATE OF Georgia

COUNTY OF Gwinnett

Bayne Smith, being first duly sworn deposes and says that:

1. He is the Senior Vice President of KCI Technologies, Inc.
(Title) (Company Name)
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, 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 other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

Bayne E Smith (Signature)

Bayne Smith, Senior Vice President (Printed Name and Title)

Subscribed and sworn to before me,
this the 11th day of April, 2023.

Notary Public Christina Perez Young

County of Gwinnett, AL GA

My Commission expires May 20, 2025



CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered such entities during the past ten (10) years.

The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

KCI Technologies, Inc.

COMPANY NAME

Bayne E Smith
AUTHORIZED SIGNATURE

Bayne Smith

NAME (PRINT OR TYPE)

Senior Vice President

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

10 YEAR LITIGATION SUMMARY – OPEN AND CLOSED – PROFESSIONAL

- **December 2012 – Rao Sudeendra vs. KCI Technologies, Inc.**
Case No: 2012-CVF-2517
Jurisdiction: Warren Co., OH
Status: Plaintiff Voluntarily Dismissed Claim February 2013

This was a counterclaim filed by Plaintiff claiming KCI negligently and improperly designed a development detention pond. This claim came about following a breach of contract by Plaintiff and collection claim filed by KCI against the Plaintiff for non-payment of monies due.

- **September 2014 – Core Logistic Services, LLC vs. LaSalle County / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)**
Jurisdiction: LaSalle County, Texas
Status: Motion for Summary Judgment granted September 19, 2017

This was a breach of contract between the owner, La Salle County, and its contractor, Core Logistics. Core Logistics attempted to join CEC claiming CEC tortiously interfered with Core's ability to be paid by the County.

- **January 2015 - ICG 16th Street Associates LLC Asserts Claim against KCI Technologies, Inc.**
Case No: 17-CV-1070 (CRC)
Jurisdiction: US District Court, District of Columbia
Status: Claim Settled August 2020

This was a property claim dispute in which ICG alleged that a neighboring property (owned by an affiliate of ICG) was encroaching onto their property by more than the original KCI prepared survey showed. ICG claimed there was a defect caused by an error in the survey done by KCI.

- **May 2016 - SummitIG, LLC vs. PEI Engineering & Construction, LLC (PEI) / KCI Technologies, Inc. [KCI Technologies named, but should be KCI Construction Services LLC]**
Case No: 101283
Jurisdiction: Circuit Court for the County of Loudoun, Virginia
Status: Closed September 2019

This was a property damage claim filed by SummitIG, a public service company providing telecommunications services throughout Virginia. PEI, a subcontractor to KCI, damaged SummitIG's conduit and fiber while performing excavation services. PEI claimed the plaintiff, SummitIG, was responsible for incorrectly marking SummitIG's facilities location.

- **July 2018 – The Helga R. Shay Revocable Trust, etc., PLTIF vs. March-Westin Company, Inc. / DFTS / KCI Technologies, Inc. / et al**
Case No: 18-C-64
Jurisdiction: Monongalia County, Circuit County, West Virginia

Status: Settled August 2019

This was a property damage claim. WVU College Park project was a fast-paced multi-building student housing project. Retaining wall on site had slipped and caused impact to properties below the wall. KCI did not design the retaining wall and was not the geotechnical engineer. KCI also did not approve the retaining wall shop drawings/calculations.

- **December 2018 – Alexander D. Kunkel vs. KCI Technologies, Inc. / Brian Leslie Watkins, PE / Pennsylvania Department of Transportation (PENNDOT) / Bridgestone Americas, Inc.**
Case No: 000427
Jurisdiction: Court of Common Pleas Philadelphia County
Status: Open

This is a professional liability claim. Plaintiff was a passenger in a car with six other occupants and half of the passengers were not wearing seatbelts. The driver wrecked the vehicle which overturned and landed on the roof. The plaintiff received multiple injuries including permanent paralysis from the waist down. The accident occurred in a traffic work zone designed by KCI. The driver plead guilty to recklessly endangering another person in addition to other related offenses. KCI was a sub consultant to URS Corporation (now AECOM) for this project.

- **December 2018 – Jesco, Inc. vs. KCI Technologies, Inc.**
Case No: C-08-CV-18-001151
Jurisdiction: Circuit Court for Charles County, Maryland
Status: Settled February 2021

This was a professional liability claim. Jesco entered into an agreement to purchase a property with the intent of constructing a two-story commercial building, parking areas, and access roads. KCI performed limited geotechnical investigations for Jesco. Based on KCI's findings, Jesco purchased the property. Jesco claimed there were defects and faults in the report and that Jesco incurred losses, costs and expenses as a result.

- **February 2020 – Chasity Jackson & Chris Jackson, et al vs. Metropolitan Government of Nashville & Davidson County, Tennessee / KCI Technologies, Inc. / Stansell Electric Company**
Case No: 19C-725
Jurisdiction: Circuit Court of Davidson County Twentieth Judicial District of Tennessee
Status: Settled November 2020

This was a professional liability claim. Chasity Jackson passed through an intersection and her car ran over the edge of a concrete median that had been recently constructed. The island was not constructed in accordance with KCI's design.

- **April 2020 – George Powell vs. City of San Marcos / 2202 Hunter Road Inv. LP /**

Don Durden, Inc., DBA Civil Engineering Consultants (CEC)

Case No: 19-3078

Jurisdiction: San Marcos, Texas

Status: Settled December 2022

This was a professional liability claim alleging negligence on the part of CEC as well as the other defendants. Plaintiff claimed the design of a detention pond caused flooding and damage to his property.

- **June 2020 – Jennifer Nicole Moon, Individually and as Administrator of the Estate of Gregory Moon, Deceased, et al vs. Pittman Construction Company / Middle Georgia Paving, Inc / KCI Technologies, Inc. / Georgia Department of Transportation**
Case No: 20CV0399
Jurisdiction: Superior Court of Jackson County, Georgia
Status: Settled November 2021

This was a professional liability claim that resulted in a wrongful death of Gregory Moon who was driving his 2016 Harley Davidson motorcycle on SR 11 (US-129) in Jackson County, Jefferson, Georgia toward the intersection of Wayne Poultry Road on his way to work on June 7, 2018 at 5:30 am. When attempting to change lanes from the right lane into the left lane, Mr. Moon's motorcycle hit steep uneven pavement causing him to lose control. Mr. Moon died on June 13 as a result of his injuries. KCI was hired to perform inspection and supervisory work associated with the paving project.

- **November 2020 – Ronald Thomas and Tamara Thomas vs. South Carolina Department of Transportation, et al**
Case No: 2019CP3201072
Jurisdiction: State of South Carolina, County of Lexington
Status: Dismissed January 2021

This was a professional liability claim related to a personal injury due to failure to maintain premises in a safe condition. The motorcycle accident occurred on May 19, 2017. In an attempt to switch lanes to avoid uneven payment in the right lane, the plaintiffs struck uneven payment in the left lane, which caused them to lose control of the motorcycle and wreck.

- **December 2020 - Susan Galloway, Personal Representative of the Estate of William Andrew Galloway, Deceased vs. Blythe Construction, Inc. / Stay Alert Safety Services, Inc. / South Carolina Department of Transportation / KCI Technologies, Inc. / Infrastructure Consulting & Engineering**
Case No: 2019-CP-42-04336
Jurisdiction: State of South Carolina, County of Spartanburg
Status: Open

This is a professional liability claim related to a fatal car accident that occurred on December 14, 2017. Due to limited vision created by a drop-off in the interstate road, Mr. Galloway was unaware that traffic was stopped ahead. Mr. Galloway was unable to stop to avoid colliding with a stopped vehicle directly ahead of him. He struck the vehicle resulting in serious injury

and death.

- **November 2021 – Edward Zambito and Linda Zambito, both Individually and as the Co-Executors of the Estate of Allie Rose Zambito, Deceased vs. A-Del Construction Co, Inc. / Jonas Stoltzfus t/a Stoltzfus Meats & Deli / Neal Toros / KCI Technologies, Inc.**
Case No: 210600429
Jurisdiction: Court of Common Pleas Philadelphia County
Status: Open

This is a professional liability claim related to a pedestrian death that occurred on June 21, 2019. KCI provided inspection services to DelDOT at the intersection site. A female pedestrian attempting to cross the street at the intersection was struck and killed by a vehicle owned and operated by two other defendants.

- **December 2021 – Sheldon Powell v. Sheldon Miner, an individual / Mumford and Miller Concrete, Inc. / KCI Technologies, Inc.**
Case No: N20C-12-149 MMJ
Jurisdiction: In the Superior Court of the State of Delaware
Status: Open

This is a professional liability claim. Plaintiff was a passenger in a vehicle traveling through a construction zone on December 17, 2021. The vehicle allegedly drove through mud on the road causing the vehicle to crash, thereby, injuring the passenger. Negligence is claimed by the Plaintiff.

- **April 2022 – Richard A. Brinkley v. Sheldon Miner / KCI Technologies, Inc.**
Case No: N21C-11-115 VLM
Jurisdiction: In the Superior Court of the State of Delaware
Status: Open

This is a professional liability claim. Plaintiff was an employee of Mumford and Miller Concrete, Inc., working at a project site when he was allegedly struck by a vehicle driven negligently by Sheldon Miner on December 17, 2021. KCI was hired by DelDOT to perform inspection services.

- **September 2022 – UC Athletic, LLC v. McMillan Pazdan Smith, LLC / KCI Associates of North Carolina, P.A.**
Case No: 2021-CP-46-02683
Jurisdiction: State of South Carolina, County of York
Status: Open

This is a professional liability claim. Plaintiff is a developer who hired the architect, McMillan Pazdan Smith who contracted with KCI for certain structural design services. UCA alleges a breach of duty of care and implied warranty against KCI.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal 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.

Bayne Smith, Senior Vice President
Name and Title of Authorized Representative

Bayne E Smith
Signature

April 11, 2023
Date

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within _____
Repair or Replace Bridge #044033 on Second Bunker Avenue Request for Proposal Number
23-15-00 dated April 11, 2023, hereby
certifies that

KCI Technologies, Inc. does:
(Name of Business)

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 proposed 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 bid, 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 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

Bryan G. Gault
PROPOSER'S SIGNATURE

April 11, 2023
DATE



CERTIFICATE OF LIABILITY INSURANCE

KCITECH-01

JWATSON

DATE (MM/DD/YYYY)
3/30/2023

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).

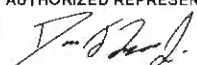
PRODUCER Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809	CONTACT NAME: James Watson, AINS	
	PHONE (A/C, No, Ext): (302) 472-2909	FAX (A/C, No):
E-MAIL ADDRESS: jwatson@lyonsinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance Company of Pittsburgh, PA		19445
INSURER B: Great American Insurance Co.		16691
INSURER C: New Hampshire Insurance Company		23841
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 KCI Construction Services, LLC
 3915 N. Highway 301
 Tampa, FL 33619

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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			522-24-13	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			448-95-82	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU 0-20-29-25-12	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 012-01-6190	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Evidence of Liability - KCI Technologies, Tampa, FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2023

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.

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PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com	
INSURED KCI Technologies, Inc. 936 Ridgebrook Road Sparks MD 21152		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37885	

COVERAGES **CERTIFICATE NUMBER:** 22-23 PL Only **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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5006107	12/15/2022	12/15/2023	Per Claim: \$10,000,000 Aggregate \$15,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

+0+1 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

EXHIBIT A

SCOPE OF SERVICES KCI TECHNOLOGIES INC. FOR DESOTO COUNTY PUBLIC WORKS PROJECT NO. 23-15-00 REPAIR OR REPLACE BRIDGE #044033 ON SECOND BUNKER AVENUE

SECTION I PROJECT DESCRIPTION AND LIMITS

This project will provide for the design and permitting for the repair or replacement of FDOT Bridge No. 044033 which carries Second Bunker Avenue over the Bunker Ditch. The initial primary goal of the engineering services is to determine the most cost-effective solution to restore/rehabilitate/replace the 56 foot long, 4 -14-foot span, timber stringer bridge supported on timber pile bents that was severely damaged by the Hurricane Ian event.

The proposed project limits include the bridge structure and may extend approximately 100 feet along the roadway on each side of the bridge. No right-of-way acquisition is anticipated as part of this project. Any required channel reconstruction included in this project will be limited to within the existing right-of-way. There are no utilities on the bridge and no new utilities are anticipated to be part of the bridge repairs or bridge replacement. We assume the existing overhead utilities will remain in service and not be relocated as part of this project. The County will decide whether to repair or replace the bridge based on the findings of a feasibility study that will be prepared as part of the design services.

This proposal provides a scope of services and a total Not-to-Exceed Lump Sum Fee that includes the design for the full replacement of the existing bridge meeting current FDOT standards for a 2-lane bridge and it provides an optional lump sum fee reduction to be applied if the County decides to proceed with a bridge repair instead of replacement. If the bridge replacement alternative is selected by the County, the replacement of the bridge and appurtenances may also include roadway improvements including partial roadway reconstruction for approximately 100 feet on each side the bridge, minor roadway widening, minor realignment of the Bunker Ditch (with the ROW) and replacement of the guard rail. The scope of services is limited to preliminary and final design tasks. Bidding advisory services, post design services and/or full construction engineering inspection services may be added through a supplemental agreement as determined by the County.

SECTION II APPLICABLE STANDARDS

All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the CONSULTANT's work:

1. FDOT Manual of Uniform Minimum Standards for Design, Construction, Maintenance of Streets and Highways (Florida Greenbook) 2018 Edition.
2. Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting Information Manual.
3. AASHTO LRFD Bridge Design Specifications 9th Edition (2020)
4. AASHTO Roadside Design Guide.
5. FDOT Design Manual (FDM). 2023 Edition.
6. FDOT Standard Plans FY 2022-23 Edition.
7. FDOT Standard Specifications for Road and Bridge Construction. July 2022 Edition.
8. FDOT Basis of Estimates Manual, 2023 Edition.
9. FDOT Structures Manual, January 2023 Edition.
10. FDOT Soils and Foundations Handbook, 2022 Edition.
11. FDOT Drainage Manual, January 2023 Edition
12. MUTCD and FDOT Manual on Uniform Traffic Studies (MUTS).

SECTION III CONSULTANT TASKS AND DELIVERABLES SUMMARY

It is assumed all plans, including the various sub-disciplines, will be included in one plan set except for the Bridge/Structure Plans. The Bridge/Structure Plans shall be a separate component plan set. For bidding purposes, quantities shall be sub-divided by discipline. For 30%, 60%, 90% and 100% plan submittal dates, the deliverables should include:

- One .pdf file of the plans
- Other documents as specified in the deliverables for each task

At the Final Bidding stage, submit one electronically signed and sealed .pdf file, and the electronic drawing file in the format in which the files were produced. In addition, drawings shall be provided in an ESRI compatible format. The files in their native format shall be submitted to the COUNTY and shall include a complete deployment package containing support files including, but not limited to:

- Drawing files
- External reference files
- Font files
- Any other support files required to complete the drawing

Specific tasks and associated deliverables for each task are detailed below:

TASK 1 ADMINISTRATION AND MEETINGS

1.1 Project Administration: CONSULTANT shall provide management services necessary to effectively administer the project including coordination of disciplines and Sub-Consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the COUNTY. Attendance of monthly project coordination meetings, including preparation of meeting agendas, coordination with attendees, and preparation of meeting summaries. It is anticipated that the design phase duration will be approximately 12 months. Ten (10) MS Teams meetings and two (2) in person meetings are anticipated for this task.

1.2 Independent Peer Review: Services provided by CONSULTANT under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This task includes an independent peer review of the plans and specifications by a bridge engineer not directly involved in the day-to-day design of the bridge.

1.3 Public Information Meeting: Stakeholders shall include applicable DeSoto County Departments and other affected entities as necessary to solicit their involvement in the project. One (1) meeting is anticipated for this task. The production of extensive graphics and boards is not included in this task.

Task 1 Deliverables: Meeting Minutes.

TASK 2 ENGINEERING AND LAND SURVEY

The CONSULTANT shall perform survey tasks in accordance with applicable statutes and accepted survey practices. Surveying services shall be performed under the supervision of a Florida Licensed Surveyor and Mapper.

2.1 Horizontal and Vertical Project Control

The CONSULTANT shall:

- a) Provide horizontal data in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011).
- b) Provide vertical data in feet and shall be relative to the North American Vertical Datum of 1988 (NAVD88).
- c) Establish and/or recover horizontal and vertical control for the project and add additional control points where necessary to provide a sufficiently densified project control network. This task includes the processing and analysis of field collected data and the preparation of forms.

- d) Locate existing section corners and section lines where necessary. Show corners found and section lines. Reference the section corners preferably outside the area of construction so they can be reset once construction is complete.
- e) Prepare an electronic CAD base map of the underlying subdivisions, property lines, deeds, easements, alignments, and control network.
- f) If any of the Counties' NAVD 88 Benchmarks lie within the construction area or are destroyed, they will be reestablished per National Geodetic Survey (NGS) standards for Vertical Control for 2nd Order, Class B standards. This will require the employment of a Florida Surveyor and Mapper with experience doing this standard of precision work as evidenced by both previous work and the required equipment to accomplish this work to NGS standards.

2.2 Design Topo, Locations and Digital Terrain Model (DTM)

The CONSULTANT shall provide surveying services of the bridge 044033 for approximately 150 feet on each side the bridge, extending through the roadway right of way, and shall include:

- a) Limits of the Topographic Survey shall extend 150 feet north and south of the bridge abutments (extending approximately 10 feet outside the road right of way) and 200 feet upstream and downstream for the face of the existing bride (as shown in **Attachment A**).
- b) Cross sections of the stream shall be taken at 25-foot intervals and shall include:
 - Ground shots in floodplain at breakpoints
 - Top of bank
 - Bottom of bank
 - Main channel thalweg
 - Sides and top or bottom of any scour holes and sand bars
 - Stream shots at the piers up & down
- c) Location of above ground permanent improvements such as buildings, asphalt, concrete, fences, walls, and surface features of utilities.
- d) Trees and underground utility designating are not included as part of this survey.
- e) Existing structural components of the bridge, such as piles, cap beams, intermediate bents and low beam elevations shall also be obtained.
- c) Collect topographic cross-sectional data on approximately 50-foot stations within the right-of-way and up to 25 feet beyond said right-of-way where needed for design.
- d) Collect topographic data for possible drainage pond locations as directed by design engineer.
- e) Prepare a digital terrain model (DTM) of the collected topographic data to include break lines and high/low points.

- f) Obtain elevations and dimensions of existing drainage structures and drainage pipes
- g) Obtain bathymetric surveys of the existing canal in the vicinity of the bridge between the bridge and the weir upstream and at least 50 feet downstream

Task 2 Deliverables: OpenRoads MicroStation 3D file (.dgn), Digital Terrain Model (DTM) in Land XML format, PDF digitally signed Surveyor's Report.

TASK 3 GEOTECHNICAL SERVICES

CONSULTANT shall furnish soils investigation and analysis necessary for the design and preparation of construction plans for this project. Aerial photographs, U.S.G.S. maps and soil survey maps shall be reviewed. A report shall be prepared with recommendations and pertinent soils data, including the water table, and shall be submitted to the COUNTY.

3.1 Soil Borings and Laboratory Testing:

Roadway:

- a) Pavement cores on the existing roadway. One (1) core will be taken on each side of the existing bridge approximately 50 feet from the bridge ends (2 total).

Bridge Replacement:

- a) Two (2) SPT borings shall be performed to a depth of 80' below existing grade on each side of the existing bridge. In addition to normal soil samples, undisturbed samples (Shelby tubes) shall be collected of selected strata for consolidation testing in the laboratory, as well as other laboratory testing that may be appropriate.
- b) Pile capacity analysis (both axial and lateral) for 18" and 24" square prestressed concrete piles.
- c) Provide geotechnical parameters in relation to retaining wall design associated with the bridge construction.
- d) Sediment samples will be collected near the bridge for grain size analysis related to scour analysis for the bridges.
- e) A water sample shall be collected at each bridge location for environmental classification. In addition, soil samples from the bridge borings shall be composited for environmental classification testing.
- f) Prepare a report summarizing the findings and provide recommendations for roadway and structure design along with environmental classifications. CONSULTANT shall also provide soil survey sheet for the roadway plans and core boring sheets for inclusion in the structure plans.

General:

- a) Laboratory testing, sufficient to enable a Geotechnical Engineer registered in the State of Florida, to analyze subsurface soil conditions and make design recommendations, shall be performed. Such tests may include, but shall not be limited to, grain size analysis, Atterberg limits, organic content, environmental classification tests, etc.

Task 3 Deliverables: Geotechnical Report and Core Boring Plan Sheets.

TASK 4 BRIDGE HYDRAULICS REPORT

CONSULTANT shall prepare a Bridge Hydraulics Report (BHR). The analysis shall include quantifying the design high water elevation and estimating stream velocities and scour depths to support the new bridge design. The study will include the 10-, 25-, 50-, 100-, and 500-year storm events derived from the Bunker Ditch drainage area only. It will not include the impacts associated with backwater from the Peace River.

Hydrologic analysis will follow the guidelines outlined in Chapter 4 of the FDOT Drainage Manual, January 2023 edition. It is assumed that the Bunker Ditch is not tidally influenced, therefore storm surge-driven tailwater will not be assessed. The Hydraulic Analysis will use HEC-RAS version 6.0 or later. The hydraulic analysis will include existing conditions using the survey provided and available LIDAR information in the floodplains. The proposed analysis will include the two replacement alternatives discussed in **Task 5**. Scour will be analyzed for the Q25, Q50, Q100 and Q500 storm events. FDOT and FHWA procedures will be utilized for the analysis.

The bridge is in a FEMA Zone AE with mapped BFEs. It is anticipated that a No-Rise/No-Impact Certification will be obtained based on the feasibility alternatives in **Task 5** below. If a No-Rise/No-Impact Certification cannot be obtained, then a CLOMR will be required and will be considered ADDITIONAL WORK.

The Preliminary Bridge Hydraulics Report (BHR) will be submitted as part of the 30% design plan package. Based on comments received on the Preliminary BHR, the Consultant will address comments and prepare the Final Bridge Hydraulics Report (BHR). The Final BHR will be submitted as part of the 60% design plan package. The Final BHR will also be used for the permit applications for US Army Corps of Engineers (USACE) as required.

Task 4 Deliverables:

- 1 electronic copy (PDF format) of the Preliminary Bridge Hydraulics Report with appropriate narrative and design calculations in appendices to be included with the 30% Design Package
- 1 electronic copy (PDF format) of the Final Bridge Hydraulics Report with appropriate narrative and design calculations in appendices to be included with the 60% Design Package
- 1 electronic copy of the hydraulic HEC-RAS model to be included with the Final BHR

TASK 5 BRIDGE REPAIR/REPLACEMENT FEASIBILITY STUDY REPORT

CONSULTANT shall perform a study that evaluates the bridge repair and bridge replacement alternatives.

5.1 Bridge Inspection: CONSULTANT shall perform an in-depth inspection of the existing bridge. Document the findings using field notes, sketches, and photographs.

5.2 Evaluate Bridge Repair Requirements: CONSULTANT shall perform a study that evaluates and determines the required repairs to restore the bridge to a pre-hurricane condition. Prepare conceptual repair drawings. Develop the material quantities and prepare an opinion of probable cost (OPC).

5.3 Evaluate Bridge Replacement Alternatives: CONSULTANT shall evaluate the following feasible alternatives for a new bridge:

- 56 foot long, 4 -14-foot spans, timber stringer bridge supported on timber pile bents (in-kind replacement)
- 96 foot long, 3 – 32-foot spans, cast-in-place concrete flat slab supported on prestressed concrete pile supported bents meeting current FDOT standards.
- 96 foot long, 2- 48-foot spans, FDOT prestressed concrete slabs with a concrete deck supported on prestressed concrete pile supported bents meeting current FDOT standards.

Perform preliminary design calculations to allow for the development of material quantities for each alternative. Prepare an opinion of probable cost (OPC) for each alternative. Develop preliminary bridge drawings including bridge typical sections and typical intermediate bent elevations for the in-kind replacement and for the least cost feasible replacement alternative.

5.4 Bridge Repair/Replacement Feasibility Study Report: CONSULTANT shall prepare a report that summarizes the repair and replacement alternatives including providing advantages and disadvantages of each approach. Attach copies of the preliminary bridge plans and OPC for the bridge repair and bridge replacement alternatives. Submit the report to the County for review and incorporate any comments provided by the County.

Task 5 Deliverable: Bridge Repair/Replacement Feasibility Study Report

TASK 6 PRELIMINARY PLANS (30%) PACKAGE

6.1 Roadway: The roadway plans shall, at a minimum, consist of the key sheet, typical section sheet, plan and profile sheets, and cross sections. CONSULTANT shall accomplish the following activities:

- Existing right-of-way and other real property are identified.
- Existing utility information is shown on the existing conditions map.
- The horizontal and vertical alignments.
- Temporary Traffic Control Plan

CONSULTANT shall submit the preliminary plans to the utility companies for verification of the existing utilities shown on the plans and provide updated information regarding the project design schedule and other requirements.

6.2 30% Structure Plans:

- a) Perform coordination related to the final bridge design geometry including vertical and horizontal alignments, hydraulic opening, permitting, scour mitigation, and utilities.
- b) Perform preliminary bridge design calculations for the bridge elements.
- c) Prepare a set of preliminary design plans (30% complete) on 11" x 17" sheets for the preferred alternative. These plans shall include a general plan, elevation, bridge typical section, end bent section, and foundation layout plan. Submit electronic copies of the preliminary design plans to the entire project team for review and comment. Incorporate the comments and submit a final set of preliminary plans for use in permitting coordination.

Task 6 Deliverable: Preliminary (30%) Roadway and Bridge Plans and OPC

TASK 7 PERMITS

CONSULTANT shall prepare permit applications, data and drawings required for submittal by the COUNTY to all local, state and federal agencies having permit jurisdiction as necessary for the proposed roadway improvements. CONSULTANT shall address any RAI's that may be generated in the permitting review process. Anticipated permits for this project and task are listed herein.

COUNTY understands that permitting is a regulatory function and as such the CONSULTANT can make no guarantees on the ultimate acceptability of the proposed improvements or for the timeliness of permit reviews. COUNTY shall review the permit applications and be responsible for payment of applicable permit application fees and any associated mitigation costs.

Southwest Florida Water Management District (SWFWMD) Environmental Resource and United States Army Corps of Engineers Nationwide Permit: CONSULTANT shall prepare application packages and attend pre-application meetings with the SWFWMD, and US Army Corps of Engineers (USACE).

Task 7 Deliverables: Completed application package for the SWFWMD and USACOE

TASK 8 90% SUBMITTAL

The 90% plans shall be generated in general accordance with the FDM. The intent of the 90% plans is to finalize all major aspects of the design subject only to minor changes by the COUNTY or other regulatory agencies. Major revisions at this point shall be considered additional work.

8.1 Roadway: Upon approval of the 30% plans by the COUNTY, CONSULTANT shall perform necessary design activities in support of the 90% plans and regulatory permit applications including traffic control plans drainage collection and conveyance facilities, roadway construction details, and signing and pavement markings. CONSULTANT shall prepare 90% roadway, signing and pavement marking, and lighting plans. CONSULTANT shall prepare an overall preliminary OPC.

8.2 Structures:

- a) Prepare separate bridge plans for the bridge incorporating the design recommendations contained in the Bridge Repair/Replacement Feasibility Study Report. Design the structures complying with AASHTO-LRFD Bridge Design Specifications and prepare a load rating for the completed structure. All design services shall follow FDOT PPM and relevant AASHTO requirements.
- b) The 90% plans shall include bridge superstructure plans and elevations, bridge hydraulics recommendation sheet, foundation layout, foundation installation notes and tables, pier and end bent layout and details, boring logs, and typical bridge section. Submit electronic copies of the final design deliverables for review and comment. Incorporate the comments into the drawings and specifications.

Task 8 Deliverables: 90% Roadway Plans and 90% Structures Plans, 90% OPC

TASK 9 100% SUBMITTAL

Based on COUNTY review and acceptance of the 90% plans, CONSULTANT shall provide necessary design efforts and prepare 100% plans. The 100% plans shall be generated in general accordance with the FDM. The intent of the 100% plans is to provide a complete and final set of plans. Revisions after this point shall be considered additional work.

9.1 Roadway: CONSULTANT shall prepare 100% roadway, signing and pavement marking, and lighting plans. CONSULTANT shall prepare an overall Final OPC.

9.2 Structures: CONSULTANT shall prepare 100% structures plans.

Task 9 Deliverables: 100% Plans, Final OPC

TASK 10 BIDDING AND FINAL CONTRACT DOCUMENTS

10.1 Specifications: The FDOT Standard Specifications will be referenced in the plans. Prepare any technical special provisions (TSPs) required for any special items not included in the standard specifications.

10.2 Bid Form: CONSULTANT shall prepare and provide a bid form summarizing all pay items and associated quantities.

10.3 Plans: CONSULTANT shall provide signed and sealed plans, in format and quantity as described herein, to be included in the bid set.

10.4 Permits: CONSULTANT shall provide a copy of all permits acquired for the project including all associated general and special conditions to be included in the bid set.

10.5 Bid Assistance: CONSULTANT shall attend the pre-bid meeting, respond to questions from bidders in writing and provide assistance with bid evaluation and recommendation of award.

Task 10 Deliverables: Technical Special Provisions in Word format, Bid Form in Excel format, signed and sealed Plans and copies of Permits in PDF format.

TASK 11

CONSTRUCTION PHASE SERVICES

The scope of services for this task shall be as requested by the County during the bidding phase.



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

EXHIBIT B
COMPENSATION FEE SUMMARY
KCI TECHNOLOGIES INC.
FOR
DESOTO COUNTY PUBLIC WORKS
PROJECT NO. 23-15-00
REPAIR OR REPLACE BRIDGE #044033 ON SECOND BUNKER AVENUE

Task 1 - Administration and Meetings	\$15,280 (Lump Sum)
Task 2 – Engineering and Land Survey	\$25,925 (Lump Sum)
Task 3 – Geotechnical Services	\$9,085 (Lump Sum)
Task 4 – Bridge Hydraulics Report	\$35,060 (Lump Sum)
Task 5 – Bridge Repair/Replacement Feasibility Study Report	\$40,280 (Lump Sum)
Task 6 - Preliminary Plans (30%) Package	\$36,640 (Lump Sum)
Task 7 – Permits	\$13,560 (Lump Sum)
Task 8 - 90% Submittal	\$54,760 (Lump Sum)
Task 9 - 100% Submittal	\$6,160 (Lump Sum)
Task 10 - Final Bidding and Contract Documents	\$12,550 (Lump Sum)
Task 11 – Construction Phase Services	TBD

The attached sheets provide a detailed breakdown of the staff hours, titles, and rates for each task fee. If bridge repairs are selected by the County as the preferred alternative instead of bridge replacement after the completion of Task 5, the Optional Bridge Repair Fee Reduction amount would reduce each of the final design task fees proportionately for Tasks 6, 8 and 9 to be the amounts shown below.

Task 6 - Preliminary Plans (30%) Package	\$29,312 (Lump Sum)
Task 8 - 90% Submittal	\$43,808 (Lump Sum)
Task 9 - 100% Submittal	\$4,928 (Lump Sum)

Bridge Replacement Total Lump Sum Fee **\$249,300**

Optional Bridge Repair Fee Reduction **(\$19,512)**

Bridge Repair Total Lump Sum Fee **\$229,788**

Employee-Owned Since 1988



KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
Summary

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader	Sr. Proj. Mgr.	Sr. Engineer	Sr. Project Engineer	Project Engineer	EIT	Labor Subtotal	Subconsultant Expenses	Reimbursable Expenses	Total Task Fee
1 Administration/Meetings	24	44	0	0	0	0	\$ 15,280	\$ -	\$ -	\$ 15,280
2 Engineering/Survey	SEE SURVEY TAB FOR LABOR RATES/HOURS						\$ 25,925	\$ -	\$ -	\$ 25,925
3 Geotechnical (Universal)	0	0	0	0	0	0	\$ -	\$ 9,085	\$ -	\$ 9,085
4 Bridge Hydraulics	8	40	80	0	100	0	\$ 35,060	\$ -	\$ -	\$ 35,060
5 Feasibility Study	24	52	80	0	88	0	\$ 40,280	\$ -	\$ -	\$ 40,280
6 30% Submittal	16	32	64	0	96	40	\$ 36,640	\$ -	\$ -	\$ 36,640
7 Permits	8	16	40	0	16	0	\$ 13,560	\$ -	\$ -	\$ 13,560
8 90% Submittal	12	40	104	0	80	174	\$ 54,760	\$ -	\$ -	\$ 54,760
9 100% Submittal	0	6	12	0	12	16	\$ 6,160	\$ -	\$ -	\$ 6,160
10 Bidding/Contract Documents	0	14	50	0	16	0	\$ 12,550	\$ -	\$ -	\$ 12,550
SHEET TOTALS	92.0	244.0	430.0	0.0	408.0	230.0	\$ 240,215	\$ 9,085	\$ -	\$ 249,300



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
1 Administration/Meetings

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
 Date: 5/16/2023
 Checked by: RC
 Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
1.1 Project Administration	16	12					\$ 6,720			\$ 6,720
1.2 Quality Assurance Program		24					\$ 4,800			\$ 4,800
1.3 Public Information Meetings	8	8					\$ 3,760			\$ 3,760
SHEET TOTALS	24.0	44.0	0.0	0.0	0.0	0.0	\$ 15,280	\$ -	\$ -	\$ 15,280



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
2 Engineering/Survey

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: BH
 Date: 5/16/2023
 Checked by: RV
 Date: 5/16/2023

Task Description or Drawing Title	2-man Survey Crew \$185.00	Survey Technician \$110.00	Sr. Surveyor and Mapper \$215.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
2.1 & 2.2 Survey	80	64	19	\$ 25,925			\$ 25,925
SHEET TOTALS	80.0	64.0	19.0	\$ 25,925	\$ -	\$ -	\$ 25,925



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
3 Geotechnical

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
 Date: 5/16/2023

Checked by: RC
 Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Universal Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
3.1 Soil Borings/Testing/Report							\$ -	\$ 9,085		\$ 9,085
SHEET TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 9,085	\$ -	\$ 9,085



KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
4 Bridge Hydraulics

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
BHR	8	40	80		100		\$ 35,060			\$ 35,060
SHEET TOTALS	8.0	40.0	80.0	0.0	100.0	0.0	\$ 35,060	\$ -	\$ -	\$ 35,060



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
5 Feasibility Study

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
 Date: 5/16/2023
 Checked by: RC
 Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
5.1 Bridge Inspection	4	12	16			16	\$ 7,960			\$ 7,960
5.2 Bridge Repair Evaluation	8	8	16			24	\$ 9,240			\$ 9,240
5.3 Bridge Replace Evaluation	8	16	32			40	\$ 15,320			\$ 15,320
5.4 Feasibility Report	4	16	16			8	\$ 7,760			\$ 7,760
SHEET TOTALS	24.0	52.0	80.0	0.0	88.0	0.0	\$ 40,280	\$ -	\$ -	\$ 40,280



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
6 30% Submittal

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
 Date: 5/16/2023
 Checked by: RC
 Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
6.1 Roadway	8	16			16	40	\$ 11,360			\$ 11,360
6.2 Structures	8	16	64		80		\$ 25,280			\$ 25,280
SHEET TOTALS	16.0	32.0	64.0	0.0	96.0	40.0	\$ 36,640	\$ -	\$ -	\$ 36,640



KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
7 Permits

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RC
Date: 5/16/2023
Checked by: RV
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
7 Permits	8	16	40		16		\$ 13,560			\$ 13,560
SHEET TOTALS	8.0	16.0	40.0	0.0	16.0	0.0	\$ 13,560	\$ -	\$ -	\$ 13,560



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
 8 90% Submittal

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
 Date: 5/16/2023
 Checked by: RC
 Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
8.1 Roadway	4	12	40			72	\$ 16,880			\$ 16,880
8.2 Structures	8	28	64		80	102	\$ 37,880			\$ 37,880
SHEET TOTALS	12.0	40.0	104.0	0.0	80.0	174.0	\$ 54,760	\$ -	\$ -	\$ 54,760



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
9 100% Submittal

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
 Date: 5/16/2023

Checked by: RC
 Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Weller Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
9.1 Roadway		4	8			16	\$ 3,640			\$ 3,640
9.2 Structures		2	4		12		\$ 2,520			\$ 2,520
SHEET TOTALS	0.0	6.0	12.0	0.0	12.0	16.0	\$ 6,160	\$ -	\$ -	\$ 6,160



KCI
 Proposal Back-up Form

Second Bunker Ave Bridge 044033
 Proposal Name
10 Bidding/Contract Documents

	Phase
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
 Date: 5/16/2023
 Checked by: RC
 Date: 5/16/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
10.1 Specifications		4	24				\$ 4,520			\$ 4,520
10.2 Bid Form		2			8		\$ 1,400			\$ 1,400
10.3 Plans		2			8		\$ 1,400			\$ 1,400
10.4 Permits		2					\$ 400			\$ 400
10.5 Bid Assistance		4	26				\$ 4,830			\$ 4,830
SHEET TOTALS	0.0	14.0	50.0	0.0	16.0	0.0	\$ 12,550	\$ -	\$ -	\$ 12,550



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

**EXHIBIT C
SCHEDULE SUMMARY
KCI TECHNOLOGIES INC.
FOR
DESOTO COUNTY PUBLIC WORKS
PROJECT NO. 23-15-00
REPAIR OR REPLACE BRIDGE #044033 ON SECOND BUNKER AVENUE**

KCI Technologies Inc. anticipates the completion of the design and construction phases of this project within 92 weeks. If the services covered by this proposal have not been completed within this time, through no fault of KCI, a time extension to complete our services may be renegotiated. The following durations are proposed.

		Duration (weeks)
Tasks 1 – 5	Preliminary Engineering	18
Tasks 6	30% Roadway and Bridge Plans	6
Tasks 7 - 10	Permitting & Final Roadway and Bridge Plans	32
	Bidding Services	8
	Post Design Services & Construction	<u>28</u>
	Total	92

Employee-Owned Since 1988