

George Miller, PE 17 Ships Way Big Pine Key, FL 33043 (904) 497-2675 George.Miller@rsandh.com

# LETTER OF INTEREST CITY OF KEY WEST

CEI for Southard Street Improvements (RFQ #21-001)





April 29, 2021 City Clerk City of Key West 1300 White Street Key West, Florida 33040

Re: Construction Engineering and Inspection Services: RFQ No 21-001

RS&H, Inc. (RS&H) respectfully submits this statement of qualifications to perform CEI services on the Southard Street Improvements project. Having just begun our relationship working directly for the City of Key West, our goal is to assist you in successfully delivering your CEI work while maintaining our commitment to serving as an extension of the City, ensuring quality, responsive, and cost-effective services.

RS&H is prequalified in CEI Work Groups 10.1 and 10.3 and have been providing CEI oversight in Monroe County for the last four decades. This local knowledge is just one factor that sets us apart. Other key factors include the following:

- RELEVANT EXPERIENCE In the past 13 years, RS&H has performed CEI on three concurring FDOT Keys Residency
  contracts (including numerous LAP and FEMA/federal funding projects). In addition, RS&H has served as the CEI on
  multiple roadway projects for Monroe County, from Key Largo to Stock Island, as well as for the City of Marathon. Our
  project administration focus reflects that of our clients to provide CEI oversight that exceeds your expectations. Our
  reputation is based on our attention and concentration to successfully delivering the highest quality construction on time
  and within budget.
- PROXIMITY RS&H has an office in Big Pine Key and staff from Key West to Key Largo, with multi-disciplines in all aspects
  of construction. Our team's residences are located in South Florida, primarily in the Keys. Since our team resides within
  Monroe County, we are available at a moment's notice and have a vested interest in ensuring the success of this project.
  We understand the importance of even the smallest of projects, as they directly impact the residents and visitors of Key
  West.
- **CONTINUITY** Members of this team have more than a decade's experience working together on projects similar in size and scope. They were selected by FTBA for the 2018 Best in Construction Award for partnering with the contractor on the SR 5 Resurfacing project from South of 33rd Street (MM 48.7) to North of 37th Street project in Marathon, as well as the FTBA Best in Construction 2020 Award for the SR 5/North Roosevelt Boulevard High-Intensity Activated Crosswalks project. We are highly familiar with local agencies—including the utility companies—that will need to be coordinated with and informed of progress throughout this contract's duration.
- PROVEN QUALITY REVIEWS Our Quality Control (QC) services are performed by a former FDOT Final Estimates Engineer and our Senior Project Engineers located throughout the state. Utilizing our 40-page Standard Operating Procedures and a checklist tailored to each contract, QC staff provide extensive reviews, reports, and Quality Assurance on each contract.

We appreciate the opportunity to present our qualifications, and should you have any questions, please contact me directly.

George R. Miller

George Miller, PE Vice President, RS&H, INC. George.Miller@rsandh.com | (904) 497-2675



### **PROJECT NAME**

Construction Engineering and Inspection Services for Southard Street Improvements (RFQ # 21-001)

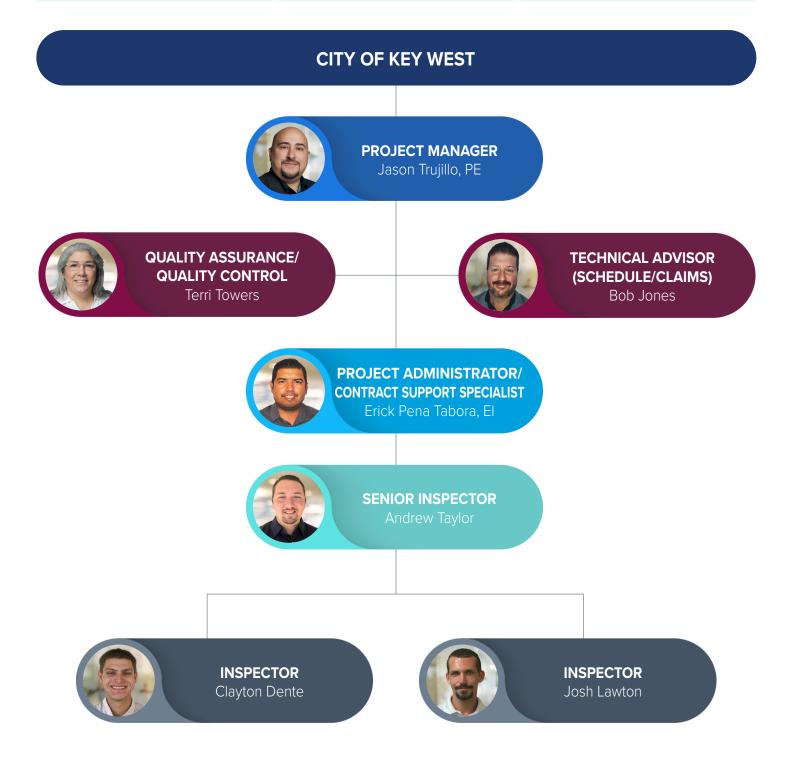
NAME OF FIRM RS&H, INC.

### **PROJECT MANAGER**

Jason Trujillo, PE Phone: (954) 592-4489 Email: Jason.Trujillo@rsandh.com

### AUTHORIZED REPRESENTATIVE FOR THE FIRM:

George Miller, PE Title: Vice President Address: 17 Ships Way, Big Pine Key, FL 33043 Phone: (904) 497-2675 Email: George.Miller@rsandh.com



## **RS**&H

#### COMPANY INFORMATION

Founded in 1941, RS&H is a National Architectural/ Engineering firm with over 1,400 Associates located across the country, with its corporate headquarters located in Jacksonville, FL and local offices situated in Marathon, Miami, and Fort Lauderdale. RS&H's work has spanned all phases of roadway improvement projects throughout the Southeast, from a design and a construction oversight vantage point, making our experience unparalleled in Florida.

Our Construction Management practice has been providing CEI Services in Florida since 1984, and members of our team have been working in the Keys since 2005. Since our first project took place in South Florida, and as we have grown over the three decades in the Florida Keys, we have maintained our dedication to the region and continued to deliver the highest quality construction oversight.

### **RS&H EXPERTISE**

RS&H's Transportation Construction Management Practice expertise includes:

- Conventional, complex, and segmental bridges
- Roadway/interstate widening and reconstruction
- New roadway construction
- New/existing interchange improvements
- New/existing intersection improvements
- Milling and resurfacing
- Traffic Signal installation and upgrades including underground wiring
- Drainage installation
- Public Information and outreach
- Aviation Facilities (in association with our Aviation Practice)
- Project Safety Improvements
- Landscape Improvements

RS&H also provides specialized inspection and testing services, including:

- Cross-hole sonic logging (CSL)
- GPS Survey
- Sound and vibration monitoring
- Ground-penetrating radar (GPR)
- Disaster relief monitoring and reconstruction
- Inspection of in-service bridges
- Utility Repair Inspections for Cathodic Protection
- UAV (Drone) Project Video Documentation

Additional services include specification reviews, constructability review, claims analysis, CPM schedule reviews, Construction Program Management, and D-B and P3 project management.

RS&H is qualified with the Florida Department of Transportation to provide services within the following types of work:





#### UNDERSTANDING OF THE PROJECT SCOPE

Southard Street, a popular alternative to US-1, is located between Thomas Street and Duval Street, and traffic flows in one direction between Whitehead Street and Duval Street; this section provides a single through lane with a dedicated bike lane. South of Whitehead Street (US-1), traffic flows in two directions past Thomas Street. The tree-lined street provides street side parking to numerous business driveways, including, but not limited to, restaurants, retail stores, and government centers. The street is lined with street lighting mounted on utility poles with low hanging power and utility lines serving the area, which represent one of the many challenges expected on this project.

#### UNDERSTANDING THE CHALLENGES

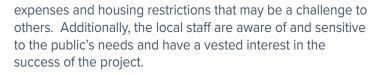
Based on our site visits and drawing from our experiences working on similar projects, we have identified several potential challenges on this project. Below are several challenges we've identified to keep an eye out for during construction, as well as our proposed approach to overcome them:

Low hanging power/utility lines
Access to businesses (residences)
MOT/Pedestrian access
Condition of concrete curb (partially buried and severely fractured)
Clear zone conformance (trees too close to the travel way)
Condition of the asphalt/base (Cracking: alligator longitudinal, and transverse)
Numerous driveways
Substandard crosswalks
ADA non-compliance
PIO

#### APPROACH TO PROJECT MANAGEMENT

We understand the importance of maintaining customer satisfaction by minimizing delays and maintaining a positive public perception of the project during construction. We place emphasis on MOT, public interactions, public information, and cleanliness within the project limits to enhance safety and improve the public's perception of the project.

Management, Administration, and Coordination Aspects of the Project: Being responsive to challenges arising in the field mitigates delays, additional costs, and significantly contributes to the timely and successful completion of the project. Our focus in managing this project is to provide qualified inspection staff that are local to the Florida Keys. Our local staff gives us the unique ability to respond quickly to the needs of the City without the added cost of living



Construction Schedule: The contractor's CPM schedule is one of the most valuable tools the City has in objectively evaluating the health and progress of a project. One of the primary objectives in the schedule review is to identify opportunities for the contractor to coordinate operations that can occur concurrently and minimize the lag between

preceding and successive operations. As an added value, RS&H will utilize the expertise of Bob Jones, Project Controls and Claims Group Leader for RS&H and our Technical Advisor (Schedule/Claims), in providing an impartial



review-independent of the project management team-of the contractor's baseline CPM schedule and monthly updates for the Work Breakdown Structure calendar, activity logic ties and durations, planned start, completion, open ended activities, mandatory constraints, milestones, predecessors, successors, and critical path. Bob is recognized as an industry expert in construction scheduling and in identifying, positioning, executing, negotiating, and mitigating construction claims worth millions of dollars across various disciplines and markets. He relies on nearly 30 years of experience as a contractor and adds tremendous value in performing CPM schedule reviews, claims analysis, and mitigation, as well as risk profiling, cost estimating, and constructability reviews with a contractor's perspective. Since joining RS&H, Bob has worked on several CEI contracts in Florida to successfully negate claims for extensions of time and costs through advanced schedule analysis.

Project stakeholders do not benefit from delays. On past projects, our team has coordinated with the contractor to mitigate schedule delays triggered by unforeseen conditions such as the COVID-19 pandemic and utility conflicts to keep the project on schedule. Project Manager Jason Trujillo, PE-along with

project personnel—researched the supply chain to overcome material shortages when we were advised of manufacturing impacts stemming



from COVID-19. We understand consistent monitoring of the contractor's schedule, coupled with communication, will be critical to meet the project goals.

#### APPROACH TO CONTRACT MANAGEMENT

**CEI Contract:** RS&H's approach to managing CEI contracts is to provide cross-trained staff capable of performing in multiple roles to improve efficiency. As the contractor's operations demand additional inspection resources, existing project personnel step into different project roles without having to request additional personnel and/or funding.



#### 4ETHODOLOGY & APPROACH

Additionally, we phase project personnel as long-term needs are identified and warranted to preserve the budget. These approaches to staffing are key in allowing us to mitigate short-term spikes in construction activities, cover short term personnel absences, and avoid "staffing bloat" to deliver the project on-time and within budget. On our recent All-Electronic 5A Toll project, we experienced a 50% increase in allowable contract time and a 10% increase in costs. We did not, however, request to supplement the original CEI budget and were able to deliver the project under budget. All projects led by Jason in the Southeast have been completed without supplementing the contract with additional funds.

#### APPROACH TO MANAGING QUALITY



Our team of gualified professionals will monitor the contractor's operations to ensure compliance with the plans, specifications, and other contract documents. In addition, detailed and accurate records of the contractor's operations will be recorded on approved forms. Our inspectors meet with the contractors and subcontractors prior to the end of each shift to ensure agreement and to spot check the contractor on all work performed; this allows for items to be resolved quickly at the lowest possible level. RS&H will review all material test reports and Quality Control (QC) reports to verify compliance with the contract documents. RS&H will also confirm test results compare favorably to the verification test results and that all materials are being sampled in accordance contract sampling and testing procedures in addition to monitoring the contractor's QC processes.

Terri Towers will perform peer reviews ensuring quality documentation by CEI staff for compliance to City, State, and Federal standards. Below is a summary of this 18-page QA/ QC SOP; a full QA/QC plan will be submitted upon selection.

• **Purpose and Goal** - The entire purpose of the CEl contract is to provide for proper contract administration, engineering, and QA of the final finished product supplied to the City by the contractor. It is the goal of RS&H to ensure construction administration, inspection,

testing, and record keeping functions are properly and consistently performed to the City and RS&H requirements and standards. The purpose of this CEI QA Plan is to provide for an effective means and method to meet that goal.

- Initial Reviews Upon notification of their appointment to a Peer Review Team for a new project, the two senior members will arrange for the first on-site, peer review inspection of the CEI project staff to occur between the first and third months of the project.
- Subsequent Reviews If no major discrepancies are found during the first review of the project, a subsequent review inspection will take place approximately six months after the initial review and approximately every six months thereafter until project completion. When a major discrepancy is found, follow-up inspections will occur at approximately three-month intervals until corrected.
- Review of Subconsultant Activities The Peer Review Team will review subconsultant activities in the same manner as activities of RS&H personnel. Deficiencies will be brought to the attention of the Project Manager for resolution.
- **Reports** The Peer Review Team will make a report of their inspections. This report will evaluate the adequacy of materials, testing procedures, documentation, processes, training, supervision, and staffing to accomplish the requirements of the CEI contract. The report will also detail the Review Team's recommendations for any improvements in these areas. Lastly, the report findings will be provided to the client.

Quality Assurance (QA) Program: Upon selection, RS&H will tailor and develop a project-specific checklist for this contract and will submit it to the City within 30 days of notice to proceed. Our quality management personnel will perform reviews based on our Standard Operating Procedures (SOP). Our SOP includes over 45 pages of procedural queries based on the contract, plans, specifications, FDOT QC guide lists, CPAM, and best management practices developed over years of experience. We conduct initial and subsequent reviews on project personnel, including our subs, and will communicate our findings to the Project Manager.

FDOT Statewide Guide Lists will be the primary tool to ensure that the team follows Quality Control Guidelines. As part of our audit verification, RS&H will verify team members have the Statewide Guide Lists, use them regularly in the inspection activities, and are familiar with the content.





#### **QUALITY IS AT OUR CORE**

RS&H places the highest emphasis on delivering quality service to our clients that reflects a progressive understanding of our clients' dynamic needs. We will accomplish this through the following:

> Providing tools and training to develop trusted and sustainable client relationships

Continually expanding our services (while honing our expertise) in order to meet the evolving needs of our clients

Fostering team members' technical capabilities through industry-leading technology Utilizing processes and technology to ensure consistent delivery and continuous improvement of quality services

RS&H's goal is to serve as an extension of the City staff through superior staff performance. The team will do so through the following:

- Ensure contractor deliverables and related activities conform to the contract, scope of services, and all components of the contract specifications and submittal requirements.
- Control the quality of CEI Services provided by performing periodic assessments of CEI contract deliverables. These assessments will evaluate the adequacy and quantity of personnel and equipment supplied to each project and will also measure project inspection and documentation for compliance with predetermined standards.
- 3. The RS&H team takes a proactive approach to avoid claims and resolve issues at the lowest possible level when performing QA/QC inspections. We understand our potential involvement in pre-work meetings prior to the start of a critical activity on the project. The Project Manager and Project Administrator will conduct these meetings, and participation will be mandatory for all team members involved.

RS&H strongly believes that providing quality customer service is a direct result of our proven Quality Assurance Plan. We are highly aware of the importance of customer service to the City and understand the unwavering commitment to safety. The RS&H team will always conduct itself as an extension of the City's staff in the performance of our duties.

#### WILLINGNESS TO MEET TIME AND BUDGET

RS&H has no restrictions that would interfere with providing responsive, convenient service to the City of Key West. Our current workload is such that we can provide immediate and uninterrupted service to this contract. Our leadership, key staff, and resources are available to support this assignment, without conflicting with other projects, and provide fully qualified technical experts.

#### LOCATION OF OFFICE

Our proposed team is conveniently located throughout the Keys already. We are local many residents who understand the needs of the traveling public, and our primary commitment is supporting thriving communities. Our primary office servicing this contract is located at 17 Ships Way in Big Pine Key. Our Project Administrator, **Erick Pena Tabora, El**, Senior Inspector, **Andrew Taylor**, and Inspectors, **Clayton Dente** and **Josh Lawton**, all work out of this office.



## JASON TRUJILLO, PE

Project Engine



- Total Years of Experience: 16
- Years With RS&H: 6
- Education: BS, Civil Engineering, Florida Atlantic University
- Professional Registration: FL Professional Engineer, 73884

#### FLORIDA CERTIFICATIONS

- TIN: T62442078
- Advanced WZTC/MOT
- Asphalt Paving Level I & II
- Concrete Field Level I
- Concrete Field Specification
- Critical Structures
- Drilled Shaft
- Earthwork Level I
- Final Estimates Level I & II
- MSE Wall
- QC Manager
- Stormwater Management

### NATIONAL CERTIFICATIONS

- ACI Concrete Level I
- HAZMAT
- NRC Nuclear Gauge Safety
- OSHA Construction Safety & Health

Jason worked with the Florida Department of Transportation (FDOT) for eight years, working his way up through roles of increasing responsibility. He started in 2007 as a Professional Engineer Trainee and began working as an ITS Deployment Engineer in 2009, where he managed projects involving ITS data collection for traffic patterns and bridge monitoring. In 2012, he became a Project Administrator, where he managed several concurrent construction projects and inspection teams, and coordinated between stakeholders to mitigate claims and delays by resolving constructability issues and unforeseen challenges. Jason was also the recipient of the 2011 and 2012 Davis Productivity Team Awards for Innovative Ideas.

#### 06/15 – PRESENT: RS&H

12/2019 - Present: Senior Project Engineer on the All Electronic Tolling (AET) Phase 5C Conversion project in Broward County for the Florida's Turnpike Enterprise. This project includes converting the tolling system by constructing five new AET gantry systems to replace three existing tollbooths, resurfacing and roadside improvements, and bridge rehabilitation. A unique facet of this project is the ITS Facilities Management System (ITSFM). This is the second project in the state to utilize ITSFM capabilities. 42933946201; 43799116201; 43799135201; Construction Cost: \$33M; Contact: Jaime Gomez, 954-934-1131

## 02/18 – Present: Senior Project Engineer on the All Electronic Tolling (AET) Phase 5A Conversion project for the Florida's Turnpike Enterprise.

This project is part of the overall plan to convert the Turnpike Enterprise. This project is part of the overall plan to convert the Turnpike System to All-Electronic Tolling. Phase 5A starts in Broward County at I-595 and stretches 34 miles south of the Lantana Toll Plaza. The improvements under this contract consist of five new AET gantry systems to replace the toll building at Commercial Boulevard and the Cypress Creek Toll Plaza and nine interchange ramp locations. The scope of work includes the installation of over 1,000 square feet of sheet piling; the demolition and replacement of two tolling points with five new tolling points; MSE wall installation; lighting; new ramp alignments; installation of four toll equipment buildings with backup generators; fuel tanks; and redundant communication systems from I-595 to south of Lantana Road. Additionally, the existing toll buildings at all ramps are being retrofitted to provide a high speed, cashless tolling system. As Senior Project Engineer, Jason is in responsible charge of

the contract. His duties include coordinating the inspection staff, overall project management of contractor operations, reviewing/approving pay estimates, analyzing claims, and ensuring the overall compliance of the contractor's operations with project plans, specifications, and special provisions. 42933916201; Construction Cost: \$19M; Contact: Jaime Gomez, 954-934-1131

09/17 – 03/18: Senior Project Engineer on the Natural Disaster Monitoring Contract for FDOT District Six. Jason was responsible for organizing crews and monitors to perform debris collection and roadway cleanup, including organizing the efforts of the contractor and inspection staff, and monitoring staff loading to cover dump sites and clean-up efforts. X-0401

01/17 – 08/17: Senior Project Engineer on the All Aboard Florida Bridge Rehabilitation along the North-South Corridor from West Palm Beach (MP304.1) to Miami (MP 356.5). The scope for this project included installation of rip rap to protect the bridge foundation from the effects of scour, spall repairs, bearing pad replacements, crack repairs using 3-part epoxy injections, as well as an innovative approach to ensure uniform contact between the bearing pads and bent cap by using epoxy injections to level the cap. BR-NS33-354.51; Contract 10; Contact: Scott W. Dean, 407-391-1178

**10/16 – 11/16: Senior Project Engineer on the Natural Disaster Monitoring Contract for FDOT District Five.** Jason was responsible for organizing crews and monitors to perform debris collection and roadway cleanup, including organizing the



#### TRUJILLO - PAGE 2 OF 3

efforts of the contractor and inspection staff, and monitoring staff loading to cover dump sites and clean-up efforts in Brevard County. 44050016201; Contact: Hector Matos, 321-634-6098 & Hector.Matos@dot.state.fl.us

#### 01/16 – 05/16: Senior Project Engineer on the Rehabilitation of the Venetian Causeway Bridge in Miami for Miami-

**Dade County.** Work included removal of 730'-9" of the westernmost portion of the existing bridge, including substructure and superstructure, and constructing a new bridge in its place. The new construction included drilled shaft foundations, bent caps, concrete beams to match the existing, and superstructure that matches the existing. This bridge is on the National Register of Historic Places and was required to aesthetically match the portion of the bridge to remain. As Senior Project Engineer, Jason was responsible for overseeing inspection staff and staff loading to ensure coverage of contractor operations as well as ensuring overall compliance with the contract plans, specifications, and special provisions. EDPPWS20140063; Construction Cost: \$12.4M; Contact: Luis Baldo, 305-282-0281

**06/15 – Present: Senior Project Engineer on the Miscellaneous CEI South 2013 contract for Florida's Turnpike Enterprise.** Services under this contract covered HEFT and SR-91 South of Milepost 152 and were designated by the FTE Consultant CEI Manager. Services encompassed various task work order projects such as the removal of the existing call box concrete pads, bridge cleaning and coating, and intersection improvements. As Senior Project Engineer, Jason was responsible for overseeing inspection staff and staff loading to ensure coverage of contractor operations as well as ensuring overall compliance with the contract plans, specifications, and special provisions. Specific projects worked on by Jason on this contract include:

- Sample Road Ramp Resurfacing & Intersection Improvements project. 43561415201; Construction Cost: \$2.5M; Contact: Jaime Gomez, 954-934-1131
- DMS Replacement along Sawgrass Expressway. 43560516201 Construction Cost: \$1.4M; Contact: Jaime Gomez, 954-934-1131
- HEFT Crack Repair from US 27 to South of I-75 in Miami-Dade County. 43110016201; Construction Cost: \$1.4M; Contact: Jaime Gomez, 954-934-1131
- Installation of ADMS signs in Broward and Palm Beach Counties. 43561716201; Construction Cost: \$1.7M; Contact: Jaime Gomez, 954-934-1131
- ITS CCTV Camera Installation from MP 152.8 Northbound Turnpike Mainline (SR 91) to MP 0.00 of Homestead Extension of Florida's Turnpike in Various Counties. 41391366201; Contact: Jaime Gomez, 954-934-1131

#### 2007 – 2015: FLORIDA DEPARTMENT OF TRANSPORTATION (FT. LAUDERDALE, FL)

**2012** – **2015**: **Project Administrator** responsible for mitigating claims and delays, coordinating personnel, holding bi-weekly sessions to prepare inspection staff for upcoming activities, processing contractor monthly estimates, developing staff hour estimates for upcoming projects, and ensuring all Final Estimate packages were accurate. Projects worked on during this time include the following:

- Intersection Reconstruction at University Drive s/o Nova Drive to I-595 42936615201; Construction Cost: \$2.7M; Contact: Herald Humes, PE, 954-558-5351
- Intersection Upgrades at Atlantic Avenue & the Turnpike. 42974115201; Construction Cost: \$420k; Contact: Herald Humes, PE, 954-558-5351
- Advanced Transportation Management Systems (ATMS) Southern Deployment. 42968715201; Construction Cost: \$5.3M; Contact: Albert Salas, PE, 954-958-7628
- 595 Mobility Hub in Davie. 42759115201; Construction Cost: \$1.2M; Contact: Albert Salas, PE, 954-958-7628
- Intersection Improvements at University Drive and Miramar Parkway. 42685415201; Construction Cost: \$600,000; Contact: Albert Salas, PE, 954-958-7628

**2009 – 2012: ITS Deployment Engineer** responsible for managing ITS Design and Construction projects exceeding \$100,000,000. Responsibilities included providing special inspections of ITS field activities, coordinating with CEI and design staff on a daily basis, and managing professional services, procurement contracts, and a contractual services contract to replace 18 DMS in Broward County as well expand the capacity of the RTMC. Additional work included development of the ITS & Tolling minimum technical requirements for the 595 Express and 95 Express projects.

 Alligator Alley Intelligent Transportation Safety System (AAITSS) Safety project between Districts Four and One spanning the 75 miles between tolling points. This project captured vehicle-specific information to target and communicate with drivers exceeding predetermined but customizable speed thresholds with safety messages. 42302115201, 42583415201; Construction Cost: \$2.7M; Contact: Dong Chen, 954-847-2796



#### TRUJILLO - PAGE 3 OF 3

- Broward County Power Upgrade and Distribution project, which installed Five 30 kVA generators and fuel tanks distributing power along all of I-95 in Broward County. Work increasing device uptime by providing generator backup power during power outages and minimizing the accounting effort to track and pay several dozen FPL accounts. 42188615201; Construction Cost: \$1.4M; Contact: Dong Chen, 954-847-2796
- Palm Beach County (PBC) Advanced ITS Deployment project that involved full ITS Deployment along all 38.6 miles of I-95 in Palm Beach County, including the installation of 96 MVDS, 43 CCTV and encoders, Highway Advisory Radio (HAR), 2 Remote Weather Information Systems (RWIS), 8 Dynamic Messaging Signs (DMS), 7 Arterial DMS (ADMS), 3 Network Equipment Buildings, an entire electric power distribution system, Eight (8) 30kVA generators and fuel tanks, a wireless communications system, four telecom grade, Layer 3, Cisco 6509 switches, and a live cutover from an interim TMC to the permanent TMC at PBC Vista Center including the installation of a video wall. Jason oversaw the deployment and integration of an end-to-end, roadside, field-hardened, wireless network installing dozens of access points and Mobile Access Routers (MARs). 40482715201; Construction Cost: \$24.1M; Contact: Dong Chen, 954-847-2796
- Broward County Advanced ITS Deployment project involving the installation of 34 ADMS and wireless communications system along 18 arterial corridors on the State System approaching I-95 & I-75 in Broward County. Jason oversaw the deployment and integration of an end-to-end, roadside, field-hardened, wireless network installing dozens of access points and Mobile Access Routers (MARs). 42170215201; Construction Cost: \$7.4M; Contact: Dong Chen, 954-847-2796
- Northern 3 Counties (N3C) ITS Deployment project that involved full ITS Deployment along all 71 miles of I-95 in Martin, Saint Lucie, and Indian River Counties including the installation of 103 MVDS, 87 CCTV and encoders, Highway Advisory Radio (HAR), 3 Remote Weather Information Systems (RWIS), 6 Dynamic Messaging Signs (DMS), 3 Network Equipment Buildings, an entire electric power distribution system, Eight (8) 30kVA generators and fuel tanks, a wireless communications system, 4 telecom grade, Layer 3, Cisco 6509 switches, and the construction of the Traffic Incident Management Support Office (TIMSO). A small TMC, complete with video wall, with a fully backed up and redundant SunGuide<sup>®</sup> Installation allowing for relocation of traffic monitoring operations should the primary RTMC be destroyed by catastrophic event. Jason oversaw the deployment and integration of an end-to-end, roadside, field-hardened, wireless network installing dozens of access points and Mobile Access Routers (MARs). 41470315201, 41470415201, 41470515201; Construction Cost: \$24M; Contact: Dong Chen, 954-847-2796

**2007 – 2009: Professional Engineer Trainee / Trainee Specialization** responsible for learning engineering practices and procedures to provide solutions, rotating through all cost centers in District 4, and developing three projects to maturity. Planned day-to-day inspection efforts, supervised Inspection staff, approved daily inspection reports, produced materials certification packages and Final Estimates packages, and assisted in developing the new fifth year of the work program and with EOG Amendments.

### ERICK PENA TABORA, EI

Project Administrator/CSS



- Total Years of Experience: 11
- Years With RS&H: 1
- Education: MS, Business Administration, Central American Technological University & BS, Civil Engineering, Central American Technological University
- Professional Registration: FL Engineer Intern, #1100021116

#### FLORIDA CERTIFICATIONS

- TIN: P531210863230
- Advanced WZTC/MOT
- Asphalt Paving Level I
- Concrete Field Level I
- Concrete Field Specification
- Critical Structures
- Earthwork Level I
- Final Estimates Level I
- Pile Driving (pending)
- Stormwater Managment

#### NATIONAL CERTIFICATIONS

- ACI Concrete Field Level I
- HAZMAT
- NRC Nuclear Gauge Safety
- OSHA Construction Safety & Health

Erick is a bilingual graduate engineer who has more than 11 years of experience in the civil engineering field performing various activities in projects and building maintenance. He exemplifies leadership qualities and has a proactive approach along with an ability to adapt to changing scenarios. He is able to establish, maintain and develop effective working relationships with service users, workers, operational teams, delivery partners, and colleagues. He also has the ability to work in high pressure environments and has a proven track record in meeting deadlines and carrying out multiple tasks with great attention to detail.

#### 01/20 - PRESENT: RS&H

03/20 – Present: Inspector on the All Electronic Tolling (AET) Phase 5A Conversion project for the Florida's Turnpike Enterprise. This project is part of the overall plan to convert the Turnpike System to All-Electronic Tolling. Phase 5A starts in Broward County at I-595 and stretches 34 miles south of the Lantana Toll Plaza. The improvements under this contract consist of five new AET gantry systems to replace the toll building at Commercial Boulevard and the Cypress Creek Toll Plaza and nine interchange ramp locations. Inspection responsibilities include the installation of over 1,000 square feet of sheet piling; the demolition and replacement of two tolling points with five new tolling points; MSE wall installation; lighting; new ramp alignments; installation of four toll equipment buildings with backup generators; fuel tanks; and redundant communication systems from I-595 to south of Lantana Road. Additionally, the existing toll buildings at all ramps are being retrofitted to provide a high speed, cashless tolling system. 42933916201; Construction Cost: \$19M; Contact: Jaime Gomez, 954-934-1131

#### **ADDITIONAL EXPERIENCE**

#### 01/13 - 01/20: MIAMI INTERNATIONAL AIRPORT, FLORIDA

01/13 – 01/20: Crew Chief Supervisor responsible for directing and coordinating the execution assignments effectively ensuring they were completed within the allotted time frame. Maintaining a safe and healthy work environment with OSHA standards. Implemented effective procedures regarding hazardous actions, materials and items to keep crew safe during operations.

#### 01/09 – 01/12: LACTHOSA" LACTEOS DE HONDURAS S.A, HONDURAS

**01/09 – 01/12: Construction Project Engineer** responsible for preparing construction project proposals with accurate cost estimates. Identifying customer requirements and attending meetings on site. Provided changes in design according to customer requirement and also maintain budget and schedule set. Led bid proposal reviews and managed bid development. Chose and managed subcontractors, developed constructive relationships and corrected work in line with design, quality and safety standards. Supervised subcontractors, contractors and coordinated the execution of the project. Ensured compliance with company standards. Coordinated with the construction team and administration department. Ensured project was completed within the scheduled time. Maintained a safe and healthy work environment. Coordinated and executed building maintenance for other areas of the company already builded.

#### 10/08 - 12/08: EMECO, HONDURAS

**10/08 – 12/08: Assistant Resident Engineer (Internship)** responsible for conducting onsite inspections and preparing takeoffs for engineering project costing. Supervised subcontractors and maintain compliance with company standards. Managed work process for contractors to maintain project schedules. Maintained a safe and healthy work environment. Identified customer requirements and attending meetings on site.



## ANDREW TAYLOR

Senior Inspecto



- Total Years of Experience: 3
- Years With RS&H: 3
- Education: BS, Biology, Indian River State College

#### FLORIDA CERTIFICATIONS

- TIN: T46001093
- Advanced WZTC/MOT
- Asphalt Paving Level I & II
- Augercast Pile
- Concrete Field Level I
- Concrete Field Specification
- Critical Structures
- Drilled Shaft
- Earthwork Level I & II
- Final Estimates Level I & II
- FNGLA Certified Landscape
   Technician
- Stormwater Management
- Tier I Illicit Discharge Detection and Elimination

### NATIONAL CERTIFICATIONS

- ACI Concrete Level I
- HAZMAT
- IMSA Traffic Signal Technician Level I & II
- NRC Nuclear Gauge Safety
- OSHA Construction Safety & Health

Since joining RS&H in March 2018, Andrew has been responsible for overseeing roadway construction activities on continuing contracts with FDOT District Six in the Florida Keys. Andrew has inspected the construction of both roadway and bridge projects, he has gained experience with utility coordination and ensuring compliance to plans, specifications, and FDOT guidelines. He also has experience performing landscape inspection and is an FNGLA Certified Landscape Technician.

#### 03/18 – PRESENT: RS&H

03/18 – Present: Inspector on the 2018 Keys Residency Contract for FDOT District Six. Services encompass multiple projects which have included bridge rehabilitation and repair, landscaping, utility coordination, pushbutton/emergency work, as well as resurfacing, restoration, and rehabilitation of roadways. C9X27; Construction Cost: Varies; Contact: Andres Berisiartu, PE, 305-640-7402

Andrew has served as Inspector on the following tasks under this contract:

- 08/20 Present: Ohio and Missouri Bridge Rehabilitarion Project.
- 04/18 12/18: SR 5/US 1/Overseas Highway from MM 38.64 to MM 39.99 (Ohio, Missouri, and Little Duck Keys) project consisted of resurfacing 1.4 miles of roadway. 43634416201; Construction Cost: \$1.8M
- 05/18: SR 5/US 1/Overseas Highway from Upper Sugarloaf Key (MM 19.80) to West of Cudjoe Key (MM 20.68) project involved resurfacing less than a mile of roadway. 43083736201
- 04/18: Marathon from the Seven Mile Bridge (MM 46.5) to MM 54.5 multi-FIN project consisted of four separate components between the project limits. The first section, from the Seven Mile Bridge for approximately 0.5 mile, included full shoulder construction, milling and resurfacing, a Traffic Monitoring Station with associated loops and piezometers, guardrail, and ADA components for the termination of the existing trail. A second section closer to the center of Marathon included the installation of approximately one mile of new sidewalks where the older asphalt trail was located, ADA improvements, drainage, milling and resurfacing, and roadway widening and remediation with Geogrid sections. A new component to the intersection at 33rd Street was added that included drilled shafts for new signal uprights and mast arms. The third segment consisted of the upgrades to the City's existing signal controllers while the last part of the project included a Joint Project Agreement (JPA). This component required close coordination with the City and utilities since the project directed the contractor to perform utility work for FDOT but

used money provided by the City. 42918725201, 42918735201, 429187452201, 42918725601

 03/18 – 04/18: SR 5/US 1/Overseas Highway from MM 115.31 to MM 116.36 project which consists of the construction of guardrail for just over one mile of roadway. Andrew inspected installation of the guardrail construction to ensure compliance. 44048516201; Construction Cost: \$575K

04/19 – 08/20: Inspector on the Monroe County Miscellaneous CEI On-Call for Roadway and Drainage contract. Specific work order assigned projects include roadway and drainage-related improvements in Monroe County. Construction Cost: Varies; Contact: Judith Clarke, 305-295-4329

Andrew has worked on the following project as Inspector assigned as part of this contract:

04/19 – 08/20: Stock Island II/MacDonald Avenue Roadway Improvements. The project involves reconstruction of county roadway, milling and resurfacing, updated drainage, new sidewalk and bike path, and median beautification. Construction Cost: \$3.4M; Contact: Clark Briggs, 305-295-4306



#### TAYLOR - PAGE 2 OF 2

09/19 – 08/20: Inspector on the Aviation Boulevard Multi-Use Trail LAP project in Monroe County for the City of Marathon. The project includes the construction of an eight-foot trail along the airport side of Aviation Boulevard. Additional work also includes landscaping, benches, and infrastructure for future path lighting. In order to accommodate the trail, Aviation Boulevard will be moved 18 inches north. 4366231 & 4366232; Construction Cost: \$1.75M; Contact: Carlos Solis, 305-289-5008

03/18 – 05/18: Inspector on the 2014 Keys Residency for FDOT District Six. Services encompassed 22 separate construction projects throughout Monroe County which included bridge rehabilitation and repair, landscaping, pushbutton contracts, resurfacing, restoration and rehabilitation projects, and a lighting project. C-9G29; Construction Cost: Varies; Contact: Claudio Diaferia, 305-640-7402

04/18: Inspector on the Pre-Event Natural Disaster Monitoring/CEI in Monroe County. 44215516201

## **CLAYTON DENTE**

Inspecto



- Total Years of Experience: 2
- Years With RS&H: 1
- Education: Associate's Degree, Science, Indian River State College

#### FLORIDA CERTIFICATIONS

- TIN: D53011093
- Intermediate WZTC/MOT
- Asphalt Paving Level I
- Augercast Pile
- Concrete Field Specification
   (Scheduled)
- Critical Structures
- Earthwork Level I & II
- Final Estimates Level I
- Stormwater Management

#### NATIONAL CERTIFICATIONS

- HAZMAT
- IMSA Traffic Signal Technician Level I
- NRC Nuclear Gauge Safety
- OSHA Construction Safety & Health

Clayton has experience working on task work order driven conracts for the Florida Department of Transportaion. He is able to work indepentendly and knows all the requirements of these types of contracts. His previous handson experience serving as a lead technician required critical thinking and problem solving skills when servicing HVAC and refrigeration equipment which will prove valuable in performing duties as an Inspector.

#### 11/19 – PRESENT: RS&H

11/19 – Present: Inspector on the 2018 Keys Residency Contract for FDOT District Six. Services encompass multiple projects which have included bridge rehabilitation and repair, landscaping, utility coordination, pushbutton/emergency work, as well as resurfacing, restoration, and rehabilitation of roadways. C9X27; Construction Cost: Varies; Contact: Andres Berisiartu, PE, 305-640-7402

Clayton has worked on the following as Inspector which have been assigned under the 2018 Keys Residency contract:

Inspector on the FDOT Federally funded project that included shore restoration from hurricane Irma, new gravity wall, aluminum and wood fence/railing, and pedestrian trail restoration. The project included embankment replacement, bedding stone shore restoration, rubble riprap/ bank and shore installation and sand/cement rip rap installations. The project included full federal compliance including monthly jobsite personnel interviews, On-the-job Trainees and the tracking of training on site, payroll reviews, bulletin board inspections, Commercially Useful Function interviews (CUF), as well as documenting contractor compliance to EEO requirements and EOC data base entries.

**11/19: Inspector's Aide on the Aviation Boulevard Multi-Use Trail LAP project in Monroe County for the City of Marathon.** The project includes the construction of an eight-foot trail along the airport side of Aviation Boulevard. Additional work also includes landscaping, benches, and infrastructure for future path lighting. In order to accommodate the trail,

Aviation Boulevard will be moved 18 inches north. 4366231 & 4366232; Construction Cost: \$1.75M; Contact: Carlos Solis, PE, 305-289-5008

**11/19: Inspector's Aide on the Monroe County Miscellaneous CEI On-Call for Roadway and Drainage contract.** He is responsible for performing inspection and overall contract management such as RFIs, submittals, and claims resolution. Construction Cost: Varies; Contact: Judith Clarke, 305-295-4329

Clayton has worked on the following as Inspector's Aide which have been assigned under the Miscellaneous CEI On-Call continuing services contract:

11/19: Stock Island II/MacDonald Avenue Roadway Improvements. The project involves reconstruction of county roadway, milling and resurfacing, updated drainage, new sidewalk and bike path, and median beautification. Construction Cost: \$3.4M

#### ADDITIONAL EXPERIENCE

### 02/16 - 10/19: TEMP TECH SERVICES, LLC, FLORIDA

02/16 – 10/19: Lead Air Conditioning Technician with varying duties including keeping track of time tables specific to individual jobs and customers as well as managing payments and invoicing.



## **JOSH LAWTON**

Inspecto



- Total Years of Experience: 2
- Years With RS&H: 2
- Education: High School Diploma

#### FLORIDA CERTIFICATIONS

- TIN: L35043694
- Advanced WZTC/MOT
- Asphalt Paving Level I
- Augercast Pile
- Concrete Field Technician Level I
- Concrete Field Specification
- Critical Structures
- Earthwork Level I & II
- Final Estimates Level I
- MSE Wall
- Stormwater Management

#### NATIONAL CERTIFICATIONS

- FEMA IS-0200.a
- FEMA IS-00100.a
- HAZMAT
- NRC Nuclear Gauge Safety
- OSHA Construction Safety & Health

Since joining RS&H in June 2019, Joshua has been gaining valuable experience working on a multi-use trail construction project as well as on various tasks assigned as part of the Monroe County CEI On-Call Continuing Services contract. Joshua's experience in the sales and paint industries has given him the experience and skills in time management, customer service, collaboration, and organization.

#### 06/19 – PRESENT: RS&H

**09/19 – Present: Inspector on the 2018 Keys Residency Contract for FDOT District Six.** Services encompass multiple projects which have included bridge rehabilitation and repair, landscaping, utility coordination, pushbutton/emergency work, as well as resurfacing, restoration, and rehabilitation of roadways. C9X27; Construction Cost: Varies; Contact: Andres Berisiartu, PE, 305-640-7402

Joshua has worked on the following as Inspector which have been assigned under the 2018 Keys Residency contract:

Inspector on the FDOT Federally funded project that included shore restoration from hurricane Irma. The project included embankment replacement, bedding stone shore restoration, rubble rip-rap/ bank and shore installation and sand/cement rip rap installations. The project included full federal compliance including monthly jobsite personnel interviews, On-the-job Trainees and the tracking of training on site, payroll reviews, bulletin board inspections, Commercially Useful Function interviews (CUF), as well as documenting contractor compliance to EEO requirements and EOC data base entries.

**10/19 – Present: Inspector on the Aviation Boulevard Multi-Use Trail LAP project in Monroe County for the City of Marathon.** The project includes the construction of an eight-foot trail along the airport side of Aviation Boulevard. Additional work also includes landscaping, benches, and infrastructure for future path lighting. In order to accommodate the trail, Aviation Boulevard will be moved 18 inches north. 4366231 & 4366232;

Construction Cost: \$1.75M; Contact: Carlos Solis, PE, 305-289-5008

07/19 – 10/19: Inspector on the Monroe County Miscellaneous CEI On-Call for Roadway and Drainage contract. He is responsible for performing inspection and overall contract management such as RFIs, submittals, and claims resolution. Construction Cost: Varies; Contact: Judith Clarke, 305-295-4329

Joshua has worked on the following as Inspector which have been assigned under the Miscellaneous CEI On-Call continuing services contract:

- 09/19 10/19: Stock Island II/MacDonald Avenue Roadway Improvements. The project involves reconstruction of county roadway, milling and resurfacing, updated drainage, new sidewalk and bike path, and median beautification. Construction Cost: \$3.4M
- 07/19 09/19: Access Road to The Quarry Housing Development on Big Coppitt Key. This project includes the construction of a new access drive south through Rockland to US 1.



## **TERRI TOWERS**

Quality Assurance/Quality Compliance



- Total Years of Experience: 32
- Years With RS&H: 4
- Education: BS, Civil Engineering, University of North Florida

#### FLORIDA CERTIFICATIONS

- TIN: T62081759
- Advanced WZTC/MOT
- Asphalt Paving Level I & II
- Final Estimates Level I & II
- QC Manager

#### NATIONAL CERTIFICATIONS

OSHA Construction Safety & Health

#### **OTHER QUALIFICATIONS**

- CPM Scheduling
- Record Keeping

Terri serves as Contract Support Specialist/Office Engineer for RS&H's Transportation-Construction Management Practice. Terri is an experienced construction inspection professional having worked for approximately 10 years providing construction engineering and inspection services to the Florida Department of Transportation. Terri has also worked for approximately 18 years in the District Final Estimate Office, serving initially as an Auditor providing review of Final Estimates packages and then as the Final Estimates Manager supervising the Final Estimates Department.

#### 11/16 – PRESENT: RS&H

06/20 – Present: Contract Support Specialist on the widening and resurfacing of the southbound lanes of the I-295 exit-ramp approaching the intersection of Collins Road and turns the eastbound to northbound I-295 turn lanes into a through lane. The project also widens and resurfaces Collins Road from just west of Parramore Road to Plantation Bay Drive. This project scope continues to change with the latest plans, eliminating the Jug Handle and replacing it with a signalized U-turn. The 437323 project resurfaces SR 200 from the Clay County Line to I-10. The 441050 project constructs three signalized intersections, ITS, and lighting. The 441261 project resurfaces 1.40 miles of SR 134 from Firestone Road to Wesconnectt Boulevard. Combined the four projects include milling and paving; roadway and ramp widening; complex MOT; multiphase construction; ITS; MSE walls; guardrail; drainage structures; lighting; signalization; pond improvements; erosion control; sidewalk; and thermoplastic pavement markings. 437323-1-52-01; 439484-1-52-1; 441261-1-52-01; Contact: Daniel Lahey, (904) 497-2509

02/20 – Present: Contract Support Specialist on the I-10 from I-295 to I-95 Add Lanes and Reconstruct Design-Build project. This project will improve the safety and mobility of I-10, widening both the east and west bound

lands to a five-lane typical section from Cassat Avenue to US 17. Additionally, the widening includes a seven-lane typical section from US 17 to I-95. This project includes flyover ramps, replacement of two bridge box culverts, 12 bridge widenings, MSE walls, and a pedestrian tunnel replacement. 439100-1-62-01; Contact: Thomas Butler

01/20 – Present: Contract Support Specialist on the Districtwide Constructability/Claims Reviews/Support Services contract for FDOT District Two. This continuing services task-work-order driven contract involves providing a variety of services including plans review, contract document review, claim analysis, scheduling, construction contract time estimates, on-site inspection, utility coordination, as well as Final Estimate audits and reviews. CA518; Contact: Star Ayers, 386-961-7434 & star.ayers@dot.state.fl.us

01/19 – 02/20: Contract Support Specialist on the Districtwide Constructability/Claims Reviews/Support Services contract for FDOT District Two. This continuing services task-work-order driven contract involves providing a variety of services including plans review, contract document review, claim analysis, scheduling, construction contract time estimates, on-site inspection, utility coordination, as well as Final Estimate audits and reviews. 43628916219; Contact: Star Ayers, 386-961-7434 & star.ayers@dot.state.fl.us

**11/16 – Present: Final Estimates Manager Support** responsible for assisting and guiding the new District Final Estimates Manager with the processes of the District Final Estimates Department, including training new final estimates specialists, as well as all other employees in the operation of the Pay Item Tracking System and SiteManager to process monthly and final estimates.

**11/16 – Present: CEI Quality Assurance Manage**r in charge of reviewing current CEI projects for adherence to contractual QA/QC plans and reporting the findings through upper management to our clients.



## **BOB JONES**

lechnical Adivsor (Schedule/Claims)



- Total Years of Experience: 30
- Years With RS&H: 1.5
- Education: BS, Construction Management, Eastern Michigan University

#### NATIONAL CERTIFICATIONS

- Primavera Basic Scheduling
- Primavera Advanced Scheduling
- Deltek Acumen Fuse
- Deltek Acumen Risk

Robert (Bob) leads RS&H's Project Controls Group. Bob is recognized as an industry expert in identifying, positioning, executing, and negotiating construction claims worth millions of dollars across various disciplines and markets as well as construction scheduling. He utilizes his expertise as a contractor with 30 years of experience to provide our owner clients with valuable assistance in critical path method (CPM) scheduling, claims mitigation and analysis, risk management, cost estimating and management, document control, scope and change management, specification writing, and constructability review.

Bob joined RS&H in October 2019 to serve as the Project Controls Group Leader. He will utilize his expertise as a former contractor to provide our owner clients with valuable assistance in critical path method (CPM) scheduling, claims mitigation and analysis, risk management, cost estimating and management, document control, scope and change management, specification writing, and constructability review.

#### 04/91 – 09/19: Toebe Construction

**04/91 – 09/19: Senior Estimator, Senior Project Manager, Department Head, Vice President, Owner.** Bob joined Toebe Construction in 1991 as a college intern and through a successful and sustained track record of project's, Bob's responsibilities evolved into covering every aspect of the

company. Bob was named the only non-family owner in Toebe Construction's 97-year history. Bob has significant experience in the self-performance of bridge, mainline concrete paving, underground, and excavation work and has led successful pursuits and completion of unit price and lump sum contacts under Design-Bid-Build, negotiated, CMGC, A+B, and P3 delivery methods. As an experienced contractor, Bob's expertise includes value engineering, bidding/estimating strategies, construction means and methods, risk management and assessment, and claim and schedule analysis. He has a wide range of experience across several markets and disciplines that has culminated an extensive history in the preparation of pleadings, demands, discovery and depositions in mediation, arbitration in all forums including Federal, State, Provincial and Court of Claims in both the US and Canada. Bob has also taken lead roles in cases and claims involving numerous US and CN labor unions, the US Department of Justice, the US Department of Labor and the National Labor Relations Board. Bob's experience includes the following significant projects.

**03/13 - 02/19: Fort Street (M-85) Bascule Bridge over the Rouge River.** Work included the construction of a 176 ft. single leaf bascule bridge that was the heaviest single leaf in the world and second largest by deck area. The new bascule bridge spanned a critical USCG navigable waterway of the Rouge River. Bob was the constructability lead on the extensive estimating effort that analyzed dozens of demolition and leaf erection options that led to the successful bid. Bob then oversaw the project's construction and took a first-hand role in the USGC coordination as well as the demolition of the old leaves and the launching of the new leaf. This effort required extensive coordination with the USCG on short-term and long-term restrictions and closures to maintain freighter traffic to the local steel mills. The project involved elaborate cofferdams and extensive barge work for the demolition and construction of the new bridge. The final project had approved extensions of time totaling 227 days due to MDOT and USCG delays. Project ID: CS 82073 JN 54049 Location: Detroit, MI Cost of Construction: \$46.3M Service Budget: N/A Role: Prime Contractor Client: MDOT Detroit TSC Contact: Previous Employer

**04/16 – 09/16: I-275 Reconstruction.** Work included rehabilitation of 16 bridges and 88 lane mi. of new concrete freeway. This project was the largest daily incentive/disincentive (B portion) contract ever let by the MDOT at \$200,000 per day. Bob was instrumental in initially securing the contract under the CMGC method; however, the project was later bid as an A + B project. Bob assisted with estimating for this major project and secured the hard-bid A + B contract which required extensive scheduling to manage the \$600,000 per day in average daily billings. Bob led the efforts through the DRB and the court of claims pursuing time extensions and construction claims that resulted in securing millions of dollars for design errors and delays during this high-profile project that closed one of the most congested urban freeways in the state. The final contract had approved calendar day extensions of time totaling \$3,000,000. Project ID: CS 31191 JN 112221 Location: Northville, MI Cost of Construction: \$75M Service Budget: N/A Role: Prime Contractor Client: MDOT Taylor TSC Contact: Previous Employer



#### JONES - PAGE 2 OF 2

**08/12 – 09/15: Rt. Hon. Herb Gray Parkway P3.** Bob led the estimating and project management efforts on securing the foundation piling contract on the entire \$1.4B P3 project and later expanded Toebe's scope to take on two of the largest bridges on the project. The project experienced a yearlong + delay due to beam fabrication issues with the Consortium that led to Bob successfully pursuing extra costs and delay damages though the Canadian legal system. The final contract amount increased by over 12% from the original contract value. Project ID: N/A Location: Windsor, ON Cost of Construction: Confidential Service Budget: N/A Role: Subcontractor Client: Parkway Infrastructure Contractors Contact: Previous Employer

**02/10 – 10/11: Ambassador Bridge over the Detroit River Main Span Replacement.** Work included replacement of the 1,800 ft. main suspension span which involved concrete filled steel grating, steel stringers, and reconditioning the steel floor beams on the busiest international border crossing in North America; connecting Detroit, Michigan to Windsor, Ontario. This two-year, multi-staged project required the use of an hourly CPM schedule to account for the 24-hour work scheduled needed to accommodate the extensive engineering, traffic, customs, and immigration constraints. Bob led the estimating and project management for this high profile and highly visible project. The Owner did not secure the necessary permits, approvals, submissions, or sign offs from the US and Canadian governments. Bob took the lead on this issue and managed a team of lawyers, consultants, immigration, custom, union, and tax officials to assure the timely and successful completion of the project. Project ID: N/A Location: Detroit, MI; Windsor, ON Cost of Construction: Confidential Service Budget: N/A Role: Prime Contractor Client: Detroit International Bridge Company Contact: Previous Employer

**10/09 – 12/09: 9 Mile Road Emergency Bridge Reconstruction Design-Build.** Bob led estimating and project management efforts on an emergency design-build bridge replacement contract. The demolition and rebuild of the overpass, damaged freeway, and underground sanitary siphon was completed in just 52 calendar days, months ahead of the Department expectations. Project ID: Previous Employer Location: Hazel Park, MI Cost of Construction: \$11.8M Service Budget: N/A Role: Prime Contractor Client: MDOT Oakland TSC Contact: Previous Employer

**08/05 – 06/09: Gateway 3 and 4.** Bob led estimating and project management efforts on one of the most high-profile projects ever built by MDOT. At its time the contract was the largest MDOT contract to date and covered 26 bridges, 3 mi. of retaining walls, extensive earth and utility work, a large CN Railroad bridge, and Michigan's 1st cable stay pedestrian bridge at the US and Canadian border. The project experienced dozens of claims, delays, and extras and included the bankruptcy of the single largest subcontractor (\$50M+) on the project requiring extensive negotiations with banks and bonding companies to bring the project to a successful and timely completion. The final contract had over \$8M in added costs and delays spanning over 650 days. Project ID: HPP 82124-60077A; 82194-37795 Location: Detroit, MI Cost of Construction: \$185M Service Budget: N/A Role: Prime Contractor Client: MDOT Detroit TSC Contact: Previous Employer

**04/00 – 09/01: I-94/Dequindre.** Work included 32 new lane mi. of concrete pavement along with the reconstruction of 10 bridges with the deck area of the largest structure measuring over 200,000 sf. This was one of MDOT's first projects utilizing A + B bidding (\$75,000/day) and involved one of the most heavily traveled freeway intersections in the State at I-75 and I-94. Bob led the estimating activities during the bidding phase of this major contract and was the project manager overseeing construction. During demolition the project encountered an undocumented, highly contaminated site with hazardous levels of lead and mercury. This resulted in Bob leading the successful pursuit of millions of dollars in contract modifications and over a dozen extensions of contract time that spanned months of compensable delays. As a result of these changed conditions Bob secured over \$14M in contract extras with the final contract total cost increasing by over 32%. Project ID: BPI 82024 – 43927A Location: Detroit, MI Cost of Construction: \$57.6M Service Budget: N/A Role: Prime Contractor Client: MDOT Detroit TSC Contact: Previous Employer

**08/17 – 08/19: I-69 / Hammerburg Road.** The project scope included over 8 lane miles of I69 mainline concrete and ramp construction. In addition, the project a significant amount of underground utilities and mass excavation work as well as the total removal, reconstruction and rehabilitation of multiple overpass and mainline bridges within the project limits. This was an A+B project that included over \$8M in hourly lane rentals for the closures of any and all freeway lanes, ramps and surface streets. The project included multiple VECP's totaling over \$1.5M. Bob oversaw all aspects of the bid, project management and the claim neogoiations on months of EOT's and well as its impacts to the lane rentals as well as numerous claims and extras. Project ID: 25085-115799. Location: Flint, MI. Cost of Construction \$34.1M Service Budget N/A. Role: Prime Contractor. Client: MDOT Davison TSC. Contact: Armando Lopez.



CERTIFICATIONS	PROJECT ENGINEER Jason Trujillo, PE	PROJECT ADMINISTRATOR/CSS Erick Pena Tabora, El	SENIOR INSPECTOR Andrew Taylor	INSPECTOR Clayton Dente	INSPECTOR Josh Lawton	QUALITY ASSURANCE/COMPLIANCE Terri Towers
ATSSA WZTC/MOT						
FDOT/CTQP Asphalt Paving Level 1						
FDOT/CTQP Asphalt Paving Level 2						
FDOT/CTQP Concrete Field Level 1						
FDOT/CTQP Concrete Field Specification				Scheduled		
FDOT Critical Structures						
FDOT/CTQP Drilled Shaft						
FDOT/CTQP Earthwork Level 1						
FDOT/CTQP Earthwork Level 2						
FDOT/CTQP Final Estimates Level 1						
FDOT/CTQP Final Estimates Level 2						
FDOT MSE Wall Inspector						
FDOT/CTQP QC Manager						
FDEP Stormwater Management Inspector						
HAZMAT						
IMSA Traffic Signal						
NRC Nuclear Gauge Safety						
OSHA Construction Safety & Health						



### QUALIFICATIONS

#### SOUTH FLORIDA PROJECT EXPERIENCE

RS&H's South Florida team has a steadfast focus and dedication to the region. While providing CEI services on more than 40 local projects for our FDOT Keys Residency contracts, our Keys staff has become part of the community. Our inspection staff in the Big Pine Key office are ready to apply their local experience and knowledge to the City's upcoming project. As local taxpayers and homeowners, our team remains dedicated to the culture and economy. We are familiar with the project area and have a vested interest in overseeing the project through to a successful completion.

Our Project Manager, Jason Trujillo, PE, is a South Florida native with more than 15 years of experience in the industry. Jason is certified in maintenance of traffic, quality control, and final estimates, and is well-versed in all aspects of FDOT project management and production elements. As RS&H's Southeast Florida Construction Management leader, Jason's unique background includes contracting, transportation, and ITS design, as well as construction engineering oversight. His leadership abilities have proven invaluable in delivering multiple concurrent projects for FDOT, FTE, and local municipalities in South Florida.

Our project administration focus mirrors that of the client to provide competent and adequate oversight to successfully complete the construction phase with a quality project that is completed on time and within budget. For this project, we offer the City a team of local specialists in this type of construction selected for the expertise and experience they bring. Our list of South Florida clientele spans a broad list of agencies, including the following:



#### LAP EXPERIENCE

This RS&H Team has vast previous experience with Local Agency Program (LAP) contracts. We have overseen construction of numerous roadway improvement, bicycle trails and paths, pedestrian bridges, sidewalks and boardwalks, tunnels, and pedestrian safety enhancements,



such as overhead lighting and compliance with ADA requirements.

We understand that in these types of contracts, the City of Key West is our client, but also, we will be accountable to FDOT LAP guidelines and procedures. Our approach is to proceed with the City as our primary client, and FDOT as our secondary client, meeting both entities requirements in order to facilitate a successful project and ensure reimbursement to the City. RS&H's experience with LAP projects has allowed us to understand the federal and state requirements and the need for varying levels of transparency and accountability. We understand the Office of Inspector General (OIG) and the Federal Highway Administration (FHWA), as well as FDOT, could potentially review all funded transportation projects concentrating on contract documentation, authorization documentation, agency documentation, and project billing documentation. Our team has provided CEI services on LAP projects for the following (with many of the projects involving roadway and sidewalk improvements):

City of Daytona Beach
Flagler County
Charlotte County
Leon County
Gadsden County
Polk County
Pinellas County
City of Orlando
Clay County
City of Monticello



#### **Triangle Improvements**

- Client: FDOT District 6
- Client Reference: Andres Berisiartu, 305-640-7433
- CEI Fee: \$105,000
- Dates: 12/17 Present

The staff proposed for this contract have worked on roadway projects in Key West, including milling and resurfacing at the triangle to restripe longer turn lanes leaving Key West. Under our Key West Residency contract, this project created extended turn lanes at the triangle to allow for more storage of turning vehicles so that through traffic to S. Roosevelt Boulevard would not be held up at the intersection. This also allowed more vehicles to exit the island to US 1, especially at high peak periods. A critical component of this project was the ability to work with the public and the City to reduce traffic impacts during the contractor's work.

#### **HAWK System**

- Client: FDOT District 6
- Client Reference: Mario Cabrera, 305-640-7445
- CEI Fee: \$206,000
- Dates: 12/17 Present



Under our Keys Residency contract, RS&H acted as the project management and inspection team for the HAWK systems in Key West. These high-profile crosswalks included full traffic controller systems, signals, conductor and conduit installations, and structural uprights with drilled shafts, as well as maintenance of traffic for milling and resurfacing operations and striping. A key component to the construction and inspection was also public outreach to inform vehicles of the HAWK operations, as well as close coordination with the City to keep them informed.

### Truman Avenue

- Client: FDOT District 6
- Client Reference: Mario Cabrera, 305-640-7445
   CELEOC: \$212160
- CEI Fee: \$213,160
- Dates: 12/17 Present



Under our Keys Residency contract, RS&H was the acting CEI for the Truman Avenue milling and resurfacing, sidewalk improvements, and ADA improvements from White Street to Whitehead. This project impacted a major East to West corridor in Key West and understanding the peak traffic periods to reduce backups and maintaining relationships with the businesses along Truman Avenue during the construction phases were challenges that RS&H met with full success.

### Signal Improvements

- Client: FDOT District 6
- Client Reference: Andres Berisiartu, 305-640-7433
- CEI Fee: \$41,315
- Dates: 12/17 Present

Under our Keys Residency contract, RS&H has had a key CEI role in signal improvements in Key West. Under our CEI projects, new controllers have been upgraded, battery backup systems are and continue to be installed, timing of the signal systems along Roosevelt have been improved to provide coordinated signals, and controller cabinet bases have been raised to reduce potential flood impacts from storms.

### Stock Island

- Client: Monroe County
- Client Reference: Clark Briggs, 305-295-4306
- CEI Fee: \$263,000
- Dates: 11/17 09/18 & 04/19
   02/20



Under selection of our third contract with Monroe County

Residency, RS&H has also acted as the CEI for projects in Stock Island. Although this work was for County and FDOT clients, the roadway work was directly adjacent to and had potential impacts to the Island due to maintenance of traffic and construction along US 1 as travelers enter the island. These jobs included full restoration of the roadway, milling and resurfacing, drainage structure installations, and new sidewalks.

#### REFERENCES 1) Monroe County

- Clark Briggs, Senior Project Administrator
- (305) 295-4306
- briggs-clark@monroecounty-fl.gov

### 2) FDOT District Six

- Mario Cabrera, District Construction Engineer
- (305) 640-7445
- mario.cabrera@dot.state.fl.us

#### 3) City of Marathon

- Carlos Solis, Public Works and Engineering Director
- (305) 289-5008
- Solisc@ci.marathon.fl.us



### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF DUVAL

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: George Miller, PE, Vice President George R. Miller

**St** day of **April** 20 **21**. sworn and prescribed before me this \_

nuliel NOTARY PUBLIC, State of Florida

My commission expires:



#### **NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA ) : SS COUNTY OF DUVAL )

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

Sworn and subscribed before me this

, 20 31. day of Hori

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: My Commission Expires Oct 12, 2023 No. #GG 910106 My Comm. Expires Oct 12, 2023 No. #GG 910106 George Miller, PE Vice President

By: Deorge R. Miller

### <u>SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)</u> <u>FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES</u>

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

1. This sworn statement is submitted to <u>City of Key West</u>

by George Miller, PE, Vice President

(print individual's name and title) RS&H, INC.

(print name of entity submitting sworn statement)

whose business address is <u>17 Ships Way</u>, Big Pine Key, FL 33043

and (if applicable) its Federal Employer Identification Number (FEIN) is

59-2986466

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida</u> <u>Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means 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 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida</u> <u>Statutes</u>, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. 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.

for

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

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statute</u> means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
  - X Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

<u>The</u> entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Seorge R. Miller (SIGNATURE)

4/1/21 (DATE)

STATE OF FL COUNTY OF Ducal

> PERSONALLY APPEARED BEFORE ME, the undersigned authority Gorae R Milliono, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above on this 1 St day of April, 20 21.

Mulain Mindelowy PUBLIC

My commission expires:



### EOUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_RS&H, INC.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: George Miller, PE, Vice President George R. Miller Sworn and subscribed before me this 1st \_\_\_\_\_ day of \_\_\_\_\_ April 202 nihol NOTARY PUBLIC, State of FL at Large MININE I ANIE My Commission Expires: ANNINI MALINI MARKEN ly Comm. Expires Oct 12, 2023 No. #GG 910104 hummen

AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE)

4/2/21 (DATE)

STATE OF FL COUNTY OF Dugal

PERSONALLY APPEARED BEFORE ME, the undersigned authority George RMillano, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above on this 134 day of April, 20 21.

Melanie Hickobsky PUBLIC

My commission expires:



#### **CONE OF SILENCE AFFIDAVIT**

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of

RS&H, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached). Sworn and subscribed before me this

day of April, 2021

helonie & Millols NOTARY PUBLLIC, State of at Large

My Commission Expires: 10-12-2023



23 | RFQ #21-001 Construction Engineering and Inspection Services (Signature) (Signature)

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

RS&H, INC. Name of Consultant

By: George Miller, PE

George R. Miller

4/29/21 Date

### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50 PROCUREMENT OGC – 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No 21-001	Description Construction Engineering and Inspection Services for Southard Street Improvements	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names

George Miller, PE

Signatures <u>Seorge</u> R. Miller Date

4/29/21

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: RS&H, INC.			
By: Ge	eorge Miller, PE Seorge R. Miller		
	4/29/21		
Title:	Vice President		

#### Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: <u>RS&amp;H, INC.</u>	
By: <u>George Miller, PE</u>	Date: <u>4/29/2021</u>
Authorized Signature: <u>George R. Mille</u>	
Title: Vice President	

Is this form applicable to your firm? YES NO X If *no*, then please complete section 4 below for "Prime"

b. grant       b. initial award       b. material change         c. cooperative agreement       c. post-award       b. material change         f. loan insurance       c. post-award       b. material change         Year:       Quarter:       Date of last report:       mmddyyyy)         4. Name and Address of Reporting Entity:       S. If Reporting Entity in No. 4 is a Subawardee       mmddyyyy)         Year:       Quarter:       Date of last report:       mmddyyyy)         9       Subawardee       Congressional District, if known:       Congressional District, if known:       Congressional District, if known:       7. Federal Program Name/Description:         6. Federal Department/Agency:       7. Federal Program Name/Description:       CFDA Number, if applicable:       State of the state state of the state of the state of the stat	1. Type of Federal Action:	2. Status of Federa		3. Report Type:		
c. čooperative agreement d. loan       c. post-award       For Material Charge Only: Year:Quarter: Date of last report:(mm/dd/yyyy)         4. Name and Address of Reporting Entity: [X] PrimeSubawardee Tier, if known: RS&H, INC.       5. If Reporting Entity: INC. 4 is a Subawardee, Enter Name and Address of Prime:         71 Ships Way Big Pine Key, FL 33043       Congressional District, if known: 4c       Congressional District, if known:         6. Federal Department/Agency:       7. Federal Program Name/Description: 	a. contract		Ication	a. initial filing	2220	
d. loan       Year:						
e. loan guarantee       Date of last report:(mm/dd/yyyy)         4. Name and Address of Reporting Entity:       5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		c. post-award				
f. loan insurance       (mm/dd/yyyy)         4. Name and Address of Reporting Entity:       S. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:         Mathematical Subawardse       Ter, if known:         RS&H, INC.       Ter, if known:         RS&H, INC.       Congressional District, if known: 4c         Big Pine Key, FL 33043       Congressional District, if known:         Congressional District, if known: 4c       Congressional District, if known:         6. Federal Department/Agency:       7. Federal Program Name/Description:         CFDA Number, if applicable:						
4. Name and Address of Reporting Entity:       5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime <ul> <li>File</li> <li>Tier</li> <li>, if known:</li> <li>Triships Way</li> <li>Big Pine Key, FL 33043</li> </ul> Congressional District, if known: 4c       Congressional District, if known: 4c            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Congressional District, if known: 4c       Congressional District, if known:            Summatrial representation of Lobbying Registrant (if individual, last name, first name, MI):            U.S.C. section 1332. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ter available for public inspection. An					port:	
Image: Subawardee Tier			1			
RSAH, INC.         17 Ships Way         Big Pine Key, FL 33043         Congressional District, <i>if known</i> : 4c         6. Federal Department/Agency:         7. Federal Program Name/Description:         CFDA Number, <i>if applicable</i> :         CFDA Number, <i>if applicable</i> :         8. Federal Action Number, <i>if known</i> :         9. Award Amount, <i>if known</i> :         9. Award Amount, <i>if known</i> :         9. Award Amount, <i>if known</i> :         9. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):         ( <i>if individual, last name, first name, MI</i> ):         U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ties share shall be subject to a civil paralytic for ties share \$10,000 and not more than \$10,000 and not more than \$10,000 for each such failure.         Signature:       Signature:         Lite:       Vice President         Telephone No.:       (90,4) 497-2675 Date (mm/dd/yyy):         04//29/2021       Authorized for Local Reproduction	X Prime Subawar	dee				
17 Ships Way         Big Pine Key, FL 33043         Congressional District, <i>if known</i> : 4c         6. Federal Department/Agency:         7. Federal Program Name/Description:         CFDA Number, <i>if applicable</i> :         CFDA Number, <i>if applicable</i> :         9. Award Amount, <i>if known</i> :         \$		, IT KNOWN:				
Big Pine Key, FL 33043       Congressional District, <i>if known</i> : 4c         6. Federal Department/Agency:       7. Federal Program Name/Description:         6. Federal Action Number, <i>if known</i> :       9. Award Amount, <i>if applicable</i> :         7. Federal Action Number, <i>if known</i> :       9. Award Amount, <i>if known</i> :         8. Federal Action Number, <i>if known</i> :       9. Award Amount, <i>if known</i> :         9. Award Amount, <i>if known</i> :       10. a. Name and Address of Lobbying Registrant ( <i>if individual, last name, first name, MI</i> ):         10. a. Name and Address of Lobbying Registrant ( <i>if individual, last name, first name, MI</i> ):       b. Individuals Performing Services ( <i>including address if different from No. 10a</i> ) ( <i>last name, first name, MI</i> ):         11. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pulsic inspection. Any person who fails to file the required disclosure shall be subject to a scivil pensity of no tables than \$10,000 and not more than \$100,000 for each such failure.       Signature: <u>Vice President</u> Title: <u>Vice President</u> Telephone No: ( <u>904) 497-2675</u> Date (mm/dd/yyyy): <u>04/29/2021</u> Eaderal Use Only:       Authorized for Local Reproduction	17 China May	<u> </u>				
Congressional District, if known: 4c       Congressional District, if known:         6. Federal Department/Agency:       7. Federal Program Name/Description:         CFDA Number, if applicable:						
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8. Federal Action Number, if known:       9. Award Amount, if known:         8. Federal Action Number, if known:       9. Award Amount, if known:         8. Federal Action Number, if known:       9. Award Amount, if known:         9. Award Amount, if known:       \$	6. Federal Department/Agency:					
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10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):       b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):         11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       Signature: Leonge Miller, PE Title: Vice President Telephone No.: (904) 497-2675 Date (mm/dd/yyyy): 04/29/2021						
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):       b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):         11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       Signature: Seconge Miller, PE Title: Vice President Telephone No.: (904) 497-2675 Date (mm/dd/yyyy): 04/29/2021	8. Federal Action Number, if know	vn:	9. Award Amount, if known:			
(if individual, last name, first name, MI):       different from No. 10a)         (last name, first name, MI):       (last name, first name, MI):         11. Information requested through this form is authorized by title 31       Signature:         U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       Signature:       Signature:       Print Name:       George Miller, PE         Title:       Vice President       Telephone No.: (904) 497-2675 Date (mm/dd/yyyy): 04/29/2021         Authorized for Local Reproduction						
11. Information requested through this form is authorized by title 31       (last name, first name, Ml):         11. Information requested through this form is authorized by title 31       Signature: Leorge R. Milke         11. Information requested through this form is authorized by title 31       Signature: Leorge R. Milke         11. Information requested through this form is authorized by title 31       Signature: Leorge R. Milke         11. Information requested through this form is authorized by title 31       Signature: Leorge R. Milke         11. Information requested through this form is authorized by title 31       Signature: Leorge R. Milke         11. Information is disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       Print Name: George Miller, PE         Title: Vice President       Telephone No.: (904) 497-2675 Date (mm/dd/yyyy): 04/29/2021         Authorized for Local Reproduction       Authorized for Local Reproduction					(including address if	
<b>11.</b> Information requested through this form is authorized by title 31         U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       Signature: <u>Steorge R. Mith.</u> Feederal Use Only:       Only:	(II Individual, last hame, lis	st name, wij.				
<b>11.</b> Information requested through this form is authorized by title 31       Signature: Steorge R. Mithe         U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       Signature: Steorge R. Mithe         Federal Use Only:       Delay:						
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person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.       Title: Vice President         Telephone No.: (904) 497-2675 Date (mm/dd/yyyy): 04/29/2021         Authorized for Local Reproduction	This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than		Find Name. 000			
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Telephone No.: (904) 497-2675       Date (mm/dd/yyyy): 04729/2021         Authorized for Local Reproduction			1			
			Telephone No.: (904) 497-2675 Date (mm/dd/yyyy): 04/29/2021			
	Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

#### TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not): Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
  - The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

- 1. employ or retain, or agree to employ or retain, any firm or person, or
- 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- R. The Consultant hereby certifies that it has not:
  - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
  - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

RS&H, INC. George Miller, PE Vice President

George R. Miller



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTI CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND T	OR N	IEGATIVELY AMEND, EXTENDES NOT CONSTITUTE A CO	ND OR ALTER THE	COVERAGE	AFFORDED BY THE POLICIES	;
IMPORTANT: If the certificate holder is an If SUBROGATION IS WAIVED, subject to th this certificate does not confer rights to th	ne tern	ns and conditions of the po	licy, certain policies		•	
PRODUCER						
Brown & Brown of Florida, Inc.			PHONE (904) 5	65-1952	FAX (904)	565-2440
10151 Deerwood Park Blvd			(A/Ć, No, Ext): (304) 3 E-MAIL ADDRESS: Iduvall@t		(A/C, No): (904)	
Bldg 100, Ste 100						NAIC #
Jacksonville		FL 32256			ance Company	29424
INSURED				y Fire Insuranc	e Company	29459
RS&H, Inc			INSURER C :	, 		
10748 Deerwood Pk Blvd S			INSURER D :			
			INSURER E :			
Jacksonville		FL 32256	INSURER F :			
COVERAGES CERTIF	FICAT	E NUMBER: 20/21 Auto 20,			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLIC	SURANO MENT, I, THE I CIES. L	CE LISTED BELOW HAVE BEEN TERM OR CONDITION OF ANY INSURANCE AFFORDED BY THE IMITS SHOWN MAY HAVE BEEN	CONTRACT OR OTHEI E POLICIES DESCRIBE I REDUCED BY PAID C	R DOCUMENT V D HEREIN IS S LAIMS.	BOVE FOR THE POLICY PERIOD WITH RESPECT TO WHICH THIS	
	ISD WV		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	
CLAIMS-MADE OCCUR					PREMISES (Ea occurrence) \$	
					MED EXP (Any one person) \$	
					PERSONAL & ADV INJURY \$	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	
POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$	
OTHER:					\$	
					COMBINED SINGLE LIMIT \$ 1,00 (Ea accident)	00,000
					BODILY INJURY (Per person) \$	
A OWNED AUTOS ONLY SCHEDULED AUTOS		21UENHN9665	06/28/2020	06/28/2021	BODILY INJURY (Per accident) \$	
HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE \$	
					PIP-Basic \$ 10,0	000
UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	
DED RETENTION \$					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER     OTH-       STATUTE     ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE	/A	21WBOL6H5A	12/01/2020	12/01/2021	E.L. EACH ACCIDENT \$ 1,00	
(Mandatory in NH)			12/01/2020	12/01/2021		00,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,00	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES See notes 30 day notice of cancellation per policy Insurance Co: A.M Best Rating: A++XV Underwrite	provisi	ons. Charter Oak Fire Ins Co, T	ravelers Indemnity Co		perty/Casualty Co, Phoenix	
CERTIFICATE HOLDER			CANCELLATION			
For Proposal Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					

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# Additional Named Insureds

Other Named Insureds

Reynolds, Smith and Hills, Inc.

Insured Multiple Names

Appendix #8 – Additional Insured – Scheduled Person or Organization

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 2010 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS -SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations			
FDOT must be listed as additional insured, per LAP Agreement Section 15.				
Information required to complete this Schedule, if not shown above will be shown in the Declarations				

- A. Section II -Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 2010 07 04

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Appendix #9 – Additional Insured – Completed Operations

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations			
FDOT must be listed as additional insured, per LAP Agreement Section 15.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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Page 1 of 1

Appendix #10 – Earlier Notice of Cancelation Provided by Us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 3 0

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

RS&H, INC. George Miller, PE

George R. Miller

Mailing Address 17 Ships Way Big Pine Key, FL 33043 Appendix #11 - Waiver of Transfer of Rights of Recovery

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

RS&H, INC.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

The following indemnification must be included:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

#### CG 24040509

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Page 1 of 1

Appendix #12 - Worker's Comp Waiver of Rights to Recover from Others Endorsement

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

we oo 0313 (Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.) Effective Policy No.

Endorsement No.

Premium

Endorsement Insured

Insurance Company

Countersigned by

we ooo313 (Ed. 4-84)

1983 NationalCouncilon Compensation Insurance.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor: RS&H, INC.

Address/Phone Number: <u>17 Ships Way, Big Pine Key, FL 33043</u>

Procurement Number: 21-001

<u>49 CFR Part 26.11</u> The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

2. 3. 4.	Federal Tax ID Number: <u>59-2986466</u> Firm Name: <u>RS&amp;H, INC.</u> Phone:       ( <u>904</u> ) 497-2675         Address: <u>17 Ships Way</u> Big Pine Key, FL 33043	6.	☐ DBE ⊠ Non-DBE	<ul> <li>7. Annual Gross Receipts</li> <li>Less than \$1 million</li> <li>Between \$1 - \$5 million</li> <li>Between \$5 - \$10 million</li> <li>Between \$10 - \$15 million</li> <li>X More than \$15 million</li> </ul>		
5.	Year Firm Established: <u>1990</u>					
2. 3.	Federal Tax ID Number:	6.	DBE Non-DBE	<ul> <li>7. Annual Gross Receipts</li> <li>Less than \$1 million</li> <li>Between \$1 - \$5 million</li> <li>Between \$5 - \$10 million</li> <li>Between \$10 - \$15 million</li> <li>More than \$15 million</li> </ul>		
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2. 3.	Federal Tax ID Number:	6.	DBE Non-DBE	<ul> <li>7. Annual Gross Receipts</li> <li>Less than \$1 million</li> <li>Between \$1 - \$5 million</li> <li>Between \$5 - \$10 million</li> <li>Between \$10 - \$15 million</li> <li>More than \$15 million</li> </ul>		
5.	Year Firm Established:					
2. 3.	Federal Tax ID Number: Firm Name: Phone: Address:	6.	DBE Non-DBE	<ul> <li>7. Annual Gross Receipts</li> <li>Less than \$1 million</li> <li>Between \$1 - \$5 million</li> <li>Between \$5 - \$10 million</li> <li>Between \$10 - \$15 million</li> <li>More than \$15 million</li> </ul>		
5.	Year Firm Established:					
AS	AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid – ITB) PRICE PROPOSAL (Request for Proposal – RFP) REPLY (Invitation to Negotiate – ITN)					



# Florida Department of Transportation

RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 MIKE DEW SECRETARY

11/7/2018

# **RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

REYNOLDS, SMITH & HILLS, INC. (RS & H INC)

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski State Contract Compliance Administrator Equal Opportunity Office

## **AFFIRMATIVE ACTION PLAN EXPIRATION: 11/7/2021**

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.



10748 Deerwood Park Boulevard South Jacksonville, Florida 32256 o 904-256-2500 F 866-213-1993 rsandb.com

RS&H, Inc. adopted this policy and plan.		hereafter referred to as "the Company" or "this Company" has				
			1.075			
Date:	November 6, 2018	By:	Dai DT Sweeney	Signature		
Corporate FEID No.:	59-2986466	-	David T. Sweeney, President/CEO	Printed name & title		

## DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

#### POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

#### I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

	DBE LIAISON OFFICER:
NAME:	Lisa M. Robert
TITLE:	Executive Vice President
EMAIL:	lisa.robert@rsandh.com
ADDRESS:	10748 Deerwood Park Blvd S, Jacksonville, FL 32256

FLORIDA DEPARTMI	ENT OF T	RAN Y OI	SPORTA FICE	TION
APPROVED: DISAPPROVED: DATE:	50	7	18	

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#### II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

- 1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
- 2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
- 3. Lack of interest in performing on FDOT contracts;
- 4. Lack of response when requested to bid;
- 5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

- 1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
- 2. Advertise in minority focused media concerning subcontract opportunities with the Company;
- Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- 4. Provide adequate information about the plans, specifications, and requirements of the contract, notrejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
- 5. Waive requirements of performance bonds where it is practical to do so;
- 6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
- 7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
- 8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

#### **III. IMPLEMENTATION**

The Company will make every effort to

- 1. Meet state goals by utilizing its affirmative action methods.
- 2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
- Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

#### **IV. REPORTING**

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

- 1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
- 2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
- 3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
- 4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

#### **V. DBE DIRECTORY**

The Company will utilize the DBE Directory published by the FDOT.

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

## DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. <u>During the contract</u>, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

## **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <u>https://www.fdot.gov/equalopportunity/eoc.shtm</u>.

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

## **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.** 

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

George R. Miller

George Miller, PE Vice President, RS&H, INC. 4/29/21



RON DESANTIS GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 KEVIN J. THIBAULT, P.E. SECRETARY

September 24, 2020

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

Dear Mr. Hullett:

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

- Group 2 Project Development and Environmental (PD&E) Studies
- Group 3 Highway Design Roadway
  - 3.1 Minor Highway Design
  - 3.2 Major Highway Design
  - 3.3 Controlled Access Highway Design
- Group 4 Highway Design Bridges
  - 4.1.1 Miscellaneous Structures
  - 4.1.2 Minor Bridge Design
  - 4.2.1 Major Bridge Design Concrete
  - 4.2.2 Major Bridge Design Steel
  - 4.2.3 Major Bridge Design Segmental

Group 5 - Bridge Inspection

- 5.1 Conventional Bridge Inspection
- 5.3 Complex Bridge Inspection
- 5.4 Bridge Load Rating
- Group 6 Traffic Engineering and Operations Studies
  - 6.1 Traffic Engineering Studies
  - 6.2 Traffic Signal Timing
  - 6.3.1 Intelligent Transportation Systems Analysis and Design
  - 6.3.2 Intelligent Transportation Systems Implementation
  - 6.3.3 Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 Traffic Operations Design
  - 7.1 Signing, Pavement Marking and Channelization

- 7.2 Lighting
- 7.3 Signalization
- Group 10 Construction Engineering Inspection
  - 10.1 Roadway Construction Engineering Inspection
  - 10.3 Construction Materials Inspection
  - 10.4 Minor Bridge & Miscellaneous Structures CEI
  - 10.5.1 Major Bridge CEI Concrete
  - 10.5.2 Major Bridge CEI Steel
  - 10.5.3 Major Bridge CEI Segmental
- Group 11 Engineering Contract Administration and Management
- Group 13 Planning
  - 13.3 Policy Planning
  - 13.4 Systems Planning
  - 13.5 Subarea/Corridor Planning
  - 13.6 Land Planning/Engineering
  - 13.7 Transportation Statistics
- Group 14 Architect
- Group 15 Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until <u>September 30, 2021</u> for contracting purposes.

Approved Rates

	Home/	Field	Facilities	Premium	Reimburse	Home	Field	ł
	Branch	<u> </u>	Capital Cost		Actual	Direct	Direct	l
	Overhead	Overhead	of Money	Overtime	Expenses	Expense	Expense	l
	167.89%	124.58%	0.270%	Reimbursed	No	5.83%	16.38%*	l

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

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

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

Sincerely,

whings Kell

Carliayn Kell Professional Services Qualification Administrator

CBHK/kw

Safety, Mobility, Innovation www.fdot.gov



This addendum is issued as supplemental information to the qualifications package for clarification of certain matters of both a general and a technical nature. The referenced Request for Qualifications (RFQ) package is hereby amended in accordance with the following items:

# RFQ # 021-001 Construction Engineering and Inspection Services for Southard Street Improvements

- 1. The City of Key West is hereby extending the RFQ opening dated to April 29, 2021at 3:00pm in the Office of the City Clerk. In addition, the following dates have been modified:
  - a. *Clarification Submittal Deadline (Page 2)*: April 22, 2021; no later than 12pm (noon)
  - b. A.4 Timetable (Page 10):

RFQ Advertised Deadline for written questions Due Date and Time for this RFQ Selection Committee Ranking Award Recommendations Project Complete March 24, 2021 April 22, 2021 April 29, 2021, 3:00 PM May 12, 2021 July 20, 2021 December 10, 2021

c. Preliminary Construction Schedule (Page 12):

Construction Duration: 90 days Bid Advertisement: May 12, 2021 Bid Opening: June 16, 2021 City Commission-Contract Award: July 20, 2021 Construction Start: August 16, 2021 Substantial Completion: December 3, 2021 Final Completion: December 10, 2021 Contract Closeout: January 19, 2022

*d. Response Information (Page 12):* Deadline for responses has been extended to 12:00pm noon on April 22, 2021.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted <u>without</u> acknowledgement or without this Addendum may be considered non-responsive.

George R. Miller

RS&H, INC.

Signature

Name of Business



# THE CITY OF KEY WEST Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883 ADDENDUM NO. 2

This addendum is issued as supplemental information to the qualifications package for clarification of certain matters of both a general and a technical nature. The referenced Request for Qualifications (RFQ) package, *RFQ # 021-001 Construction Engineering and Inspection Services for Southard Street Improvements*, is hereby amended in accordance with the following items:

- 1. Addendum #2 hereby rescinds Addendum #1 that was issued on April 14, 2021.
- 2. The City of Key West is hereby extending the RFQ opening dated to April 29, 2021at 3:00pm in the Office of the City Clerk. In addition, the following dates have been modified:
  - a. *Clarification Submittal Deadline (Page 2)*: April 22, 2021; no later than 12pm (noon)
  - b. A.4 Timetable (Page 10): RFQ Advertised Deadline for written questions Due Date and Time for this RFQ Selection Committee Ranking Award Recommendations Project Complete

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*d. Response Information (Page 12):* Deadline for questions has been extended to 12:00pm noon on April 22, 2021.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted <u>without</u> acknowledgement or without this Addendum may be considered non-responsive.

George R. Miller

Signature

Vice President

Title