

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2024

Contract/Lease Control #: C24-3963-PW

Procurement#: RFQ PW 81-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: BASERVILLE-DONOVAN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/26/2024

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

Description of: GENERAL ENG. SERVICES FOR PW

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

CC: BCC RECORDS

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES
(Master Services Agreement)

Between The Board of County Commissioners of Okaloosa County
And Baskerville-Donovan, Inc.

Contract ID: C24-3963-PW

This Agreement made on March 26th, 2024 between the Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and Baskerville-Donovan, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 449 W Main Street, Pensacola, FL 32502.

RECITALS

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

WHEREAS, pursuant to Section 287.055, Florida Statutes, the COUNTY has selected CONSULTANT through a competitive selection process; and

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated November 30, 2023 in response to RFQ #PW 81-23.

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

SECTION 1. BASIC SERVICES

- 1.1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #PW 81-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.
- 1.2. **Basic Services.** The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:
 - 1.2.1. All professional services required to complete any public infrastructure project including, but not limited to: engineering studies; surveys; engineering design; architectural and landscape design; geotechnical studies; preparation of plans, specifications, contract documents and cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; contract administration; project completion certifications and as-builts as may be required; presentations to the Board of County Commissioners and the general public; right-of-way identification, appraisal and assistance in acquisitions; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.
 - 1.2.2. The types of public infrastructure projects which may be assigned include: roadway design; minor bridges; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; utilities (water and wastewater); parks and recreation; facilities management; architectural and landscape design services; and any other type of project for the transportation, recreation, employment, and health and safety of the public which may be under the purview of the Public Works Department or any other County department. Services of the CONSULTANT shall be under the general direction of

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

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

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

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY.

- 3.1. It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:
- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
 - 3.1.2. Arranging for and holding promptly any required meetings.
 - 3.1.3. Provide boundary and/or topographical surveys of project sites that may be in the possession of the COUNTY.
 - 3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
 - 3.1.5. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.
 - 3.1.6. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. OBLIGATIONS OF THE CONSULTANT.

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

SECTION 5. Contractor Indemnification and Claims.

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

SECTION 6. TIME SCHEDULE

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

SECTION 7. AMOUNT AND METHOD OF PAYMENT

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

SECTION 8. CHANGES

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

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

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

SECTION 11. TERMINATION OF AGREEMENT

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

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

SECTION 12. INSURANCE

12.1. GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

12.1.1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.

12.1.2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class VII in the Best Key Rating Guide published by A.M. Best & Co. Inc.

12.1.3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

12.1.4. With the exception of Workers' Compensation and Professional Liability policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.

12.1.5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.

12.1.6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.

12.1.7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor.

12.1.8. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

12.2. WORKERS' COMPENSATION INSURANCE

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

12.2.2. CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

12.2.3. No class of employee, including the CONSULTANT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the

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

12.3. BUSINESS AUTOMOBILE LIABILITY

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

12.4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

12.4.2. Commercial General Liability coverage shall include the following:

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

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

12.5. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

12.6. INSURANCE LIMITS OF LIABILITY

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

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

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

12.7. NOTICE OF CLAIMS OR LITIGATION

12.7.1. The CONSULTANT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the CONSULTANT's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the CONSULTANT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

12.8. INDEMNIFICATION & HOLD HARMLESS

12.8.1. To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless Okaloosa County its officers, agents, and employees, against any actions, claims, or damages including but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to proportionate extent caused by the negligence or willful misconduct of the CONSULTANT, CONSULTANT's employees, affiliated corporations and subcontractors in connection with Services performed by the Parties further herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28 Florida Statutes, as amended from time to time..

12.9. CERTIFICATE OF INSURANCE

12.9.1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

12.9.2. The CONSULTANT shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).

12.9.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479A Old Bethel Road, Crestview, FL 32536.

12.9.4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

12.9.5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

12.9.6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

12.9.7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONSULTANT's full responsibility.

12.9.8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

12.10. GENERAL TERMS

- 12.10.1. Any type of insurance or increase of limits of liability not described above which, the CONSULTANT required for its own protection or on account of statute shall be its own responsibility and at its own expense.
- 12.10.2. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.
- 12.10.3. The carrying of the insurance described shall in no way be interpreted as relieving the CONSULTANT of any responsibility under this contract.
- 12.10.4. Should the CONSULTANT engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- 12.10.5. The CONSULTANT hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

12.11. EXCESS/UMBRELLA INSURANCE

- 12.11.1. The CONSULTANT shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

SECTION 13. GENERAL PROVISIONS

- 13.1. **Successors.** This AGREEMENT is binding on the successors and assigns of the COUNTY and CONSULTANT. The AGREEMENT may not be assigned by CONSULTANT in whole or in part to any third parties without the written consent of the COUNTY. **Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of the COUNTY and CONSULTANT shall be solely responsible for, at its own expense, withholding of all taxes, social security and insurance payments for its employees or agents. Under no circumstances shall CONSULTANT or any of CONSULTANT's employees look to the COUNTY as his/her employer, or as partner, agent or principal. Neither CONSULTANT nor its employees shall be entitled to any benefits accorded to the COUNTY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party. All notices required in this AGREEMENT shall be in writing to the Designated Representative listed below:

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name:	Jason Autrey, P.E.
Title:	Public Works Director
Company:	Okaloosa BCC
Address:	1759 S. Ferdon Blvd. Crestview, FL
Telephone:	850.689.5772
Facsimile:	850.689.5715
E-Mail:	jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name:	T. Keith Hill, PE
Title:	President/CEO
Company:	Baskerville-Donovan, Inc.
Address:	449 W Main Street Pensacola, FL 32502
Telephone:	850.438.9661
Facsimile:	N/A
E-Mail:	khill@baskervilledonovan.com

13.3.1.3 Courtesy copy to:

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

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

13.4. **Entire AGREEMENT.** This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONSULTANT. Attachments included and incorporated herein by reference are:

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

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

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

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

- 13.7. **Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. **Covenants.**
- 13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and the locale said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.
- 13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. **Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.
- 13.10. **Unauthorized Employment.** The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 13.11. **Confidentiality and Public Records.**
- 13.11.1. CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by the COUNTY, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.
- 13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior

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

- 13.11.3. **Public Records.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@myokaloosa.com.** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 13.12. **Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.13. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. **Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. **Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. **Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the

COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

13.17. CONSULTANT's Personnel at Construction Site.

13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

13.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

13.17.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

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

14.1.1. **Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.

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

14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, unless noted otherwise, are limited to the sealed and signed electronic copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

14.1.4. **Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

14.1.5. **Audit and Record Keeping.** The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONSULTANT with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONSULTANT shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

SECTION 15. AUTHORIZATION FOR EXECUTION

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

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

The COUNTY
Board of County Commissioners of Okaloosa
County

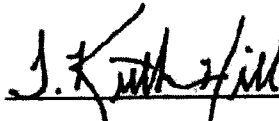
Baskerville-Donovan, Inc.

By:


Paul Mixon



By:



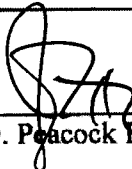
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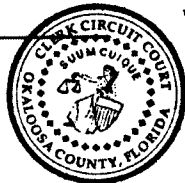
Chairman

Title:

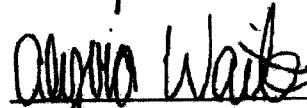
President/CEO

Attested:


J.D. Peacock II, Clerk



Witness 1:



Witness 2:



***** END *****

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

Baskerville-Donovan, Inc.

FULLY LOADED HOURLY BILLING RATES			
Classification	Rate through 9/30/2026		Rate for Period 10/1/2026 - 9/30/2027
Baskerville-Donovan, Inc. (Civil Engineering)			
Engineering			
Engineering Technician II	\$	90.00	\$ 96.00
Engineering Technician III	\$	110.00	\$ 117.00
Engineer Intern I	\$	130.00	\$ 138.00
Engineer Intern II	\$	140.00	\$ 149.00
Engineer I	\$	145.00	\$ 154.00
Engineer II	\$	150.00	\$ 159.00
Engineer III	\$	160.00	\$ 170.00
Project Management			
Project Manager/Engineer	\$	180.00	\$ 191.00
Sr. Project Manager/Sr. Engineer	\$	210.00	\$ 223.00
VP/Market Director	\$	230.00	\$ 244.00
Senior Executive	\$	280.00	\$ 297.00
Geomatics/Surveying & Mapping			
Survey Technician II	\$	90.00	\$ 96.00
Survey Technician III	\$	110.00	\$ 117.00
One-Person Survey	\$	100.00	\$ 106.00
Two-Person Survey	\$	160.00	\$ 170.00
Three-Person Survey	\$	220.00	\$ 234.00
Project Surveyor Manager	\$	150.00	\$ 159.00
Survey Director (PSM/PLS)	\$	180.00	\$ 191.00
Ground Penetrating Radar (GPR)			
GPR Technician	\$	90.00	\$ 96.00
2-Person GPR Imaging Crew	\$	175.00	\$ 186.00
Subsurface Utility Engineering (SUE)			
2-Person Utility Locate Crew	\$	150.00	\$ 159.00
3-Person Utility Locate Crew	\$	175.00	\$ 186.00
2-Person Vacuum Excavation SUE Crew	\$	240.00	\$ 255.00
3-Person Vacuum Excavation SUE Crew	\$	285.00	\$ 303.00
SUE Manager	\$	180.00	\$ 191.00
Construction Engineering & Inspection (CEI)			
Resident Project Representative (RPR)	\$	100.00	\$ 106.00
Resident Engineer	\$	220.00	\$ 234.00
Administrative/Office Support			
Student Intern/Co-Op	\$	70.00	\$ 75.00
Administrative Support	\$	80.00	\$ 85.00
Office Administrator	\$	90.00	\$ 96.00
Public Involvement/Relations			
Public Relations	\$	150.00	\$ 159.00

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

Baskerville-Donovan, Inc.

FULLY LOADED HOURLY BILLING RATES		
Classification	Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
Senior Public Relations	\$ 260.00	\$ 276.00
Litigation Assistance		
Claims Assistance/Research	\$ 220.00	\$ 234.00
Expert Witness Testimony	\$ 300.00	\$ 318.00
Standard Rates for Direct Expenses		
1. The rates above are inclusive of all computer and software use, standard reproduction, vehicle usage, telephone charges and standard (USPS) mailing.		
2. Payment for services for special services by subconsultants not listed in Appendix A or other services (e.g., lab testing) shall be made at cost plus a 5% mark-up and shall be defined by the authorizing task order. The fully loaded rates for subconsultants listed in this Exhibit A are not subject to an additional mark-up.		
3. Special tools or equipment shall be approved by task order and billed at cost.		
4. Lodging & Travel shall be billed at Federal GSA Rates and billed at cost.		
5. Special reproduction (board mounts, displays, laminating etc.) shall be billed at actual cost plus 5% for materials and added to the preparation costs (if any).		
6. Special shipping and mailings (FEDEX, UPS, or USPS Priority or Registered Mail) shall be billed at cost plus 5%.		

Signature:

2/24/2024



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:

General Engineering & Professional Services for Okaloosa County Public Works

RFQ NUMBER:

RFQ PW 81-23

ISSUE DATE:

October 30, 2023

LAST DAY FOR QUESTIONS:

November 14, 2023

@ 3:00 PM

ITB OPENING DATE & TIME:

November 30, 2023

@ 3:00 PM

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Baskerville-Donovan, Inc.

MAILING ADDRESS 449 West Main Street

CITY, STATE, ZIP Pensacola, FL 32502

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-0857184

TELEPHONE NUMBER: (850) 438-9661 EXT: 4348 FAX: N/A

EMAIL: khill@baskervilledonovan.com

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

AUTHORIZED SIGNATURE: 

PRINTED NAME: T. Keith Hill, P.E.

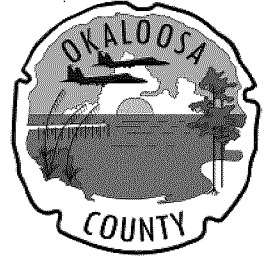
TITLE: President/CEO

DATE: November 23, 2023



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

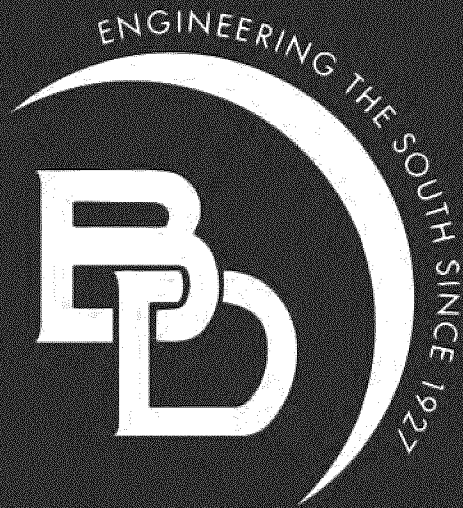
Exhibit B - Baskerville-Donovan, Inc.



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

CONTENTS

- 04** Letter of Interest
- 06** Past Record
- 09** Firm's Qualifications
- 13** Proposed Project Execution Strategy
- 17** Schedule and Budget
- 19** Regulatory and Grant Experience
- 23** Business Credentials and Other



1. Letter of Interest

November 30, 2023

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Re: GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS RFQ PW 81-23

Dear Ms. Mason,

Baskerville-Donovan, Inc. (BDI) is an engineering, planning, and survey firm that brings a wealth of expertise to Okaloosa County. With our headquarters located in Northwest Florida, we have a strong track record of over 96 years of serving local government clients. Our team comprises highly qualified professionals, including engineers, surveyors, landscape architects, and on-site construction engineering inspectors, who possess extensive knowledge and experience in successfully completing projects in the Florida Panhandle.

As a multi-disciplinary firm, BDI offers a comprehensive range of services. Our areas of specialization include civil engineering, surveying, water, sewer, and wastewater engineering design. We are equipped to manage various project requirements, such as feasibility and capacity studies, plan and specification preparation, construction phase services, and securing all necessary permits. Moreover, we provide support in grant administration and assistance, as well as the implementation of our Public Involvement Program to engage with the community.

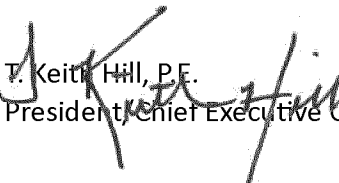
Jeff Petermann, our Project Manager, has been assigned as the Point of Contact to ensure the project's success. Jeff can be reached at (850) 230-6150 or via email at jpetermann@baskervilledonovan.com, and he will provide ongoing assistance to County Staff throughout the project's lifecycle. We take pride in our ability to maintain the real-time availability of key staff members who can readily support Okaloosa County whenever needed.

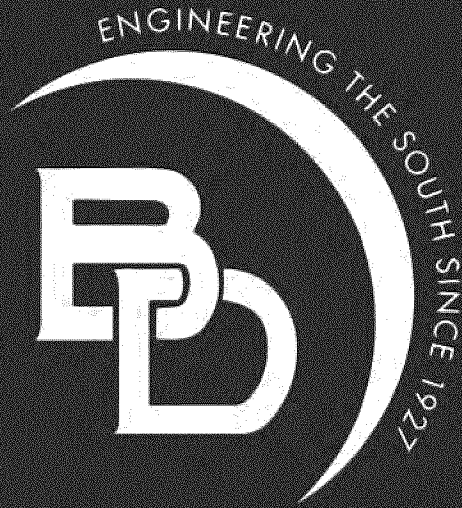
BDI has had a continuous presence in Pensacola since 1927 and has undertaken a wide range of projects during this time. As a local engineering firm with a focus on public works, we possess the necessary experience, expertise, and company culture to fulfill Okaloosa County's public works engineering needs for years to come. Our longstanding history and established relationships within the Okaloosa County area enable us to deliver exceptional value to the County. We understand the important characteristics required to effectively serve the staff, elected officials, and citizens of Okaloosa County.

We sincerely appreciate the opportunity to present our qualifications, and we are confident that our team will provide the highest quality services to Okaloosa County. We eagerly await your favorable response and remain available to address any questions or provide further information at your convenience.

Respectfully submitted,

BASKERVILLE-DONOVAN, INC.


T. Keith Hill, P.E.
President, Chief Executive Officer



2. Past Record

Past Record

BDI possesses the knowledge and expertise of our accomplished and seasoned team members. Our extensive experience serves as a testament to the fact that an engaged team consistently delivers exceptional services to our clients. Presented below is a sample compilation of projects successfully executed or undertaken:



OKALOOSA COUNTY

Millside Road Paving Design – Okaloosa County, FL

(D: 2021 - Ongoing) Project Cost: \$372,000

BDI was paving design project which is an unpaved connector between S.R. 85 and Highway 2. Proposed improvements will include paving and establishing a right-of-way. Responsibilities include traffic calculations, roadway design, and roadside drainage design. A topographic survey was performed along the centerline of the existing roadway from Highway 85 to Steel Mill Creek Road and identified the location of existing improvements, drainage features, and identified utilities. Assessments performed by a wetland scientist and geotechnical services to examine soil conditions and provide recommendations for roadway section and drainage design criteria. (FDOT Design Manual, Florida Greenbook, AASHTO)

Key Personnel: Keith Hill, Jeff Petermann, Mike Langston, Jeff Huggins, Gabe McAfee, Scott Mills



OKALOOSA COUNTY

Shoal River Ranch Roadway & Railroad Intersection Design – Okaloosa County, FL

(D: 2022 - Ongoing) Project Cost: \$330,000

BDI undertook a comprehensive project encompassing roadway design, railroad crossing enhancements, and signalized intersection improvements at the expansive 10,500-acre Shoal River Ranch gigasite. This site is situated near the junction of Old Spanish Trail (Highway 90, East James Lee Boulevard) and Mount Olive Road, west of Mossy Head, Florida. To ensure a seamless design integration with the existing infrastructure, BDI will provide utility coordination services. Notably, the project involves the presence of the Florida Gulf & Atlantic/CSX rail line. At the County's request, BDI is responsible for coordinating and designing the railway crossing, railroad cross arm, and intersection signalization at the U.S. 90 location, as well as the new four-lane entrance road immediately north of the railroad crossing. (FDOT Design Manual, Florida Greenbook, AASHTO)

Key Personnel: Keith Hill, Jeff Petermann, Mike Langston, Jeff Huggins, Gabe McAfee, Scott Mills



CITY OF CALLAWAY

WALLACE ROAD SIDEWALK & DRAINAGE DESIGN LAP – Callaway, FL

(D: 2019 – 2021 C: 2022) Project Cost: \$542,000

BDI was responsible for designing a new pedestrian walkway system that complies with ADA standards. The system includes a concrete sidewalk, crosswalks at intersecting roadways, and necessary pavement markings. The scope of BDI's services for this project encompassed site boundary and topographic surveying, overall site design, and bidding assistance. The newly designed 5-foot wide sidewalk will commence within the southern right-of-way of Wallace Road at Tyndall Parkway (U.S. 98) and extend for approximately 0.97 miles, concluding at South Berthe Avenue. To enhance drainage and create clearance for the sidewalk, existing ditches along the project site will be piped. Moreover, a new cast-in-place junction box was incorporated into the design to collect and redirect stormwater runoff away from the new sidewalk through existing roadside ditches. (FDOT Design Manual, Florida Greenbook, LAP)

Key Personnel: Keith Hill, Jeff Petermann, Mike Langston, Gabe McAfee, Scott Mills



CITY OF CALLAWAY

Berthe Avenue Bridge – Callaway, FL**(D: 2020 – 2021 C: 2022) Project Cost: \$2.7 Million**

The objective of this project is to remove a deteriorated culvert crossing and replace it with a new bridge constructed with reinforced concrete slabs on pre-stressed concrete beams. The replacement will encompass various components, including a revitalized roadway approach section, concrete barriers, sidewalks, and FDOT-approved guard railing. Additionally, as part of the bridge replacement, the existing northbound gravity sewer main (located in the east right-of-way of the culvert invert), northbound water main, and southbound force main will be removed and upgraded to adhere to the updated FDOT bridge standards. Furthermore, the project will address the pipework of an existing ditch system along the west right-of-way of Berthe Avenue, situated between the bridge crossing and Fox Lake Drive. The pipework aims to prevent ongoing erosion and align with the planned placement and design of the proposed lift station. (FDOT Greenbook, Florida Building Code-Structural)

Key Personnel: Keith Hill, Jeff Petermann, Mike Langston, Jason Frick, Jeff Huggins, Dillon Draughn, Gabe McAfee, Scott Mills



SANTA ROSA COUNTY

Ashmore/Gardenview Area Drainage Improvements Phase II HMGP – Pace, FL**(D: 2021-2022 C: Ongoing) Project Cost: \$218,000**

The Ashmore/Gardenview Area Drainage Project entailed conducting a basin study and designing drainage enhancements. The engineering services provided encompassed field surveys, drainage analysis, conceptual improvement formulation, and reporting of findings. The project study area is situated in the western region of Santa Rosa County, specifically near the 5 Points Intersection of Woodbine Road, Berryhill Road, Quintette Road, and Chumuckla Highway, covering approximately 850 acres. A hydrologic and hydraulic model using ICPR4 was prepared for the study to assess water flow and potential flooding scenarios. Based on the study, design concepts and alternative solutions were developed to ameliorate drainage conditions within the designated study area. (NFWFMD, FDEP, USACE, County LDC, HMGP Standards)

Key Personnel: Keith Hill, Mike Langston, Jeff Huggins, Jason Frick, Hilary Bauer, Dillon Draughn, Scott Mills, Ryan Weed



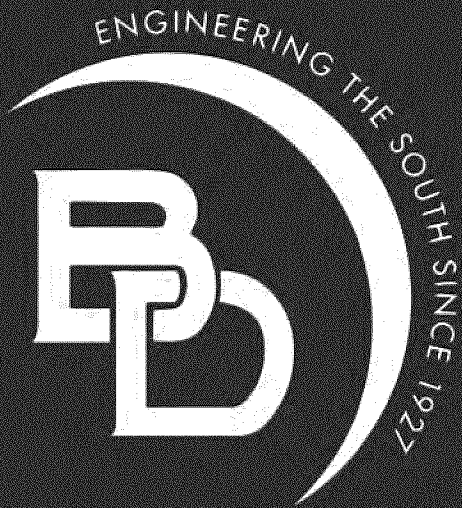
CITY OF PENSACOLA

Burgess Road Drainage and Sidewalk – Destin, FL**(D: 2019 – 2021 C: 2021– 2022) Project Cost: \$2.4 Million**

The purpose of this project was to deliver professional engineering services for designing sidewalks, curb and gutter, and a comprehensive drainage system. The drainage design encompassed delineating drainage sub-basins, determining conveyance systems, evaluating inlet capacities, and assessing gutter spread. Modifications or replacements were made to existing ditch bottom inlets as necessary to accommodate the new drainage design. Utility impacts were also addressed, which involved adjusting the grades of valve boxes and junction boxes, as well as rerouting water mains around the newly implemented drainage structures. The primary objective of the project was to enhance walkability and improve pedestrian safety along the Burgess Road Corridor through the installation of sidewalks and the implementation of an upgraded drainage system. (City Design Standards, Florida Greenbook, ICPR4, Civil 3D)

Key Personnel: Keith Hill, Mike Langston, Jason Frick, Hilary Bauer, Dillon Draughn, Scott Mills, Ryan Weed

3. Firm's Qualifications



Firm's Qualifications

BDI boasts an impressive 96-year history of serving local government clients in the Northwest Florida region as a leading multi-discipline engineering, planning, and surveying firm. Our highly qualified team includes skilled engineers, surveyors, and on-site construction engineering inspectors, all based in our long-standing headquarters in Northwest Florida. This location grants us unparalleled knowledge and expertise to successfully execute projects throughout Florida's Panhandle.

BDI has a wealth of experience with continuing services contracts across the Florida Panhandle, many of which have lasted for over 20 years, with regular repeat business. **Presently, BDI proudly maintains an ongoing services contract with Okaloosa County, and we highly cherish and prioritize the enduring partnership we have.** We look forward to continuing to provide the exceptional professional services you have come to expect. Some of our long-term clients include Santa Rosa County, the City of Panama City, the City of Destin, the City of Milton, the City of Gulf Breeze, the City of Sopchoppy, the City of Tallahassee, Santa Rosa Island Authority, Wakulla County, Destin Water Users, Inc., and Emerald Coast Utilities Authority. Given our strong focus on municipal engineering, we are confident in our ability to deliver exceptional results for Okaloosa County and surpass your goals and expectations.

Dedicated to responsible and sustainable progress through Innovative Infrastructure Solutions, BDI offers the highest quality professional services in the industry as a multi-discipline engineering provider. Our approach reflects the creative, innovative spirit, and ingenuity of our skilled professionals.

With over nine decades of consulting experience, BDI brings a wealth of knowledge to every client we serve. As the communities we work with have grown, so has our expertise. We combine cutting-edge planning and engineering services with non-traditional services to provide clients with a holistic, 360-degree view of their projects and programs. Innovation, creativity, and excellent service are our specialties!

Our engineering team is widely recognized for their expertise in collaborating with communities across the South. With four offices in Florida and southern Alabama, including our headquarters in Pensacola, we can deliver timely and collaborative service to each local area in the region. Our offices are staffed with experienced professionals, equipped with the latest technology, software, and engineering production systems, and we have sufficient personnel to handle any project assigned under this continuing services contract.

Acknowledging the complex technical challenges presented by our region's growing population, our professional staff is more than up to the task. **We offer a wide range of services, including master planning, marine design, parks and recreation design, stormwater design, stormwater modeling, basin studies, site design, roadway design, survey and mapping, utility design, public involvement programs, funding assistance/administration, construction administration, and environmental permitting.** At BDI, we are committed to delivering exceptional solutions that meet the needs of our clients and contribute to the progress and well-being of the communities we serve.

Technology integration is a top priority at BDI. Our surveying, permitting, design, and construction management services leverage technology-based solutions to provide clients with efficient and cost-effective results.

BDI has gained a leadership position in stormwater engineering within the Southeastern United States, pioneering the use of ICPR4 in the Florida Panhandle. Our design team excels in drainage and floodplain hydrology and hydraulics, earning local recognition for expertise in these domains. We have handled both

both study and design phases of stormwater engineering, including floodplain management analysis, master drainage plan preparation, basin studies, stormwater needs assessments, and related drainage improvements. **Our proficiency with ICPR4 has enabled us to complete numerous large local basin studies and present at national stormwater conferences.**

BDI has invested in comprehensive backup plans to safeguard against system failures. We maintain servers in five locations, each with primary and backup servers. This redundancy extends to our internet servers as well, with additional cloud-based backup. Leveraging our suite of software tools, we model existing conditions and proposed enhancements, ensuring efficient project functionality throughout its design life. Collaborative data sharing and efficient project management are facilitated by our Wide Area Network (WAN) and Microsoft 365, enabling us to promptly meet our clients' needs.

Below is a list of the software and programs available from Baskerville-Donovan for this contract. Additionally, we have a wide range of other programs at our disposal to cater to the specific requirements of our projects.

Discipline	Software	
Surveying, GIS, and CADD Design	<ul style="list-style-type: none"> • ArcMap • Esri • AutoCAD 	<ul style="list-style-type: none"> • MAP • ArcView ArcGIS • Autodesk Civil 3D
Administrative and Processing	<ul style="list-style-type: none"> • Microsoft Office 365 • Adobe Creative Cloud • Unanet 	<ul style="list-style-type: none"> • Blue Beam • Dr. Checks • TEAMS
Analysis and Modeling	<ul style="list-style-type: none"> • ICPR4 • WaterGEMS • SYNCHRO 	<ul style="list-style-type: none"> • Hydroflow • AutoTURN

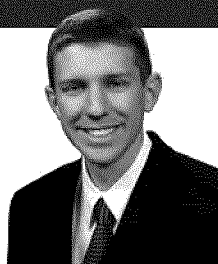
Availability Chart



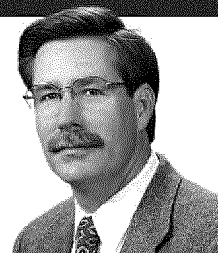
Jeffrey Petermann, P.E.
Project Manager
 25 Yrs. Experience
 30% Availability



T. Keith Hill, P.E.
Principal-in-Charge
 26 Yrs. Experience
 25% Availability



Ryan Weed, P.E.
QA/QC Officer
 18 Yrs. Experience
 25% Availability



Mike Langston, P.E.
Sr. Stormwater Engineer
 34 Yrs. Experience
 25% Availability



Jeff Huggins, P.E.
Roadway Engineer
 14 Yrs. Experience
 25% Availability



Jason Frick, P.E.
Roadway Engineer
 9 Yrs. Experience
 30% Availability



Hilary Bauer, P.E.
Modeling/GIS
 8 Yrs. Experience
 30% Availability



Jim Anderson, P.E.
Sr. Water Resources Engineer
 28 Yrs. Experience
 25% Availability



Dillon Draughn, E.I.
Coastal Management
 3 Yrs. Experience
 30% Availability



Gabe McAfee, E.I.
Construction Inspection
 3 Yrs. Experience
 30% Availability



Scott Mills, PSM/PLS
Survey Manager
 49 Yrs. Experience
 20% Availability



Logan Fowler, P.E.
Geotechnical Engineer
 12 Yrs. Experience
 20% Availability
Southern Earth Sciences, Inc.



Mike Marshall, AIA
Architect
 35 Yrs. Experience
 20% Availability



Dan Majors, PLA/ASLA
Landscape Architect
 17 Yrs. Experience
 20% Availability



Joey McMath, P.E.
Structural Engineer
 23 Yrs. Experience
 20% Availability



Shane Bergin, PE/PTOE/PTP/RSP
Traffic Engineer
 16 Yrs. Experience
 20% Availability
Neel-Schaffer, Inc.



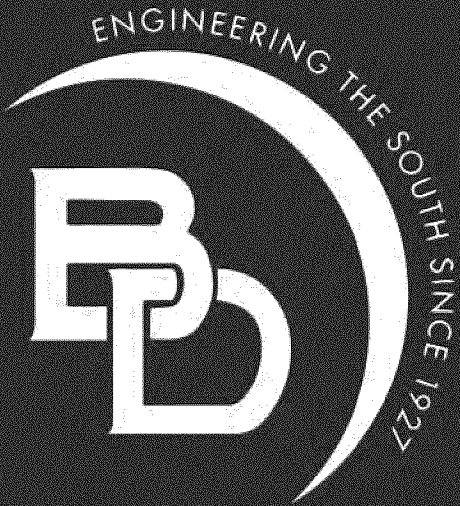
Glen Miley, MS/PWS
Environmental
 25 Yrs. Experience
 20% Availability
Biome Consulting Group

Sam Marshall Architects

WAS Design

Joe DeReuil Associates

4. Proposed Project Execution Strategy



Proposed Project Execution Strategy

At BDI, we champion a client-focused approach, prioritizing robust and transparent relationships. We establish open communication channels, including regular updates and consultations, to foster a collaborative environment. Our team ensures you, the client, are actively involved in key decision-making processes, aligning project execution with their objectives and expectations. We adopt a proactive stance in managing risks and resolving issues, ensuring responsiveness and adaptability to client needs. This dedication to client engagement is central to our culture, reflecting our commitment to not just meeting but exceeding your expectations in every project we undertake.

Negotiating Scope and Fee

Our approach to negotiating scope and fee is rooted in collaboration and transparency. We engage in detailed, open discussions with you, the client, to fully understand your specific needs and constraints. This ensures that our proposed scope and fee structure is not only fair but also tailored to your project's unique requirements. We emphasize clear, itemized cost breakdowns and justifications, fostering mutual understanding and trust. We aim to establish an agreement that is transparent, equitable, and aligned with the project's goals, ensuring a successful partnership and project outcome.

Project Schedule Development and Monitoring

Our team leverages state-of-the-art project management tools to meticulously plan and develop realistic and efficient project schedules. These tools enable us to optimize timelines, allocate resources effectively, and anticipate potential challenges, ensuring that every aspect of the project is carefully orchestrated from inception to completion. We don't just set schedules; we actively monitor progress against these benchmarks, using real-time data to make informed decisions. This proactive approach allows us to quickly identify any deviations from the plan and implement corrective measures to mitigate delays, ensuring the project stays on track. To maintain transparency and foster collaborative client relationships, we provide regular status updates and detailed progress reports. These updates not only keep you informed about current progress but also involve you in the process, allowing for timely inputs and adjustments. This dynamic scheduling and reporting process ensures that you are always in the loop and confident in the project's progress.

Communication Throughout the Project

We firmly believe that effective communication is the cornerstone of successful project execution. To this end, we meticulously craft a comprehensive communication plan at the outset of every project. This plan clearly outlines the frequency, methods, and key points of contact for ongoing interactions between our team, clients, and other stakeholders. By establishing regular communication intervals - whether through weekly meetings, monthly reports, or real-time updates via digital platforms - we ensure that all parties are consistently informed and actively engaged throughout the project lifecycle. Our methods are diverse, ranging from traditional emails and phone calls to advanced project management software, allowing for seamless and flexible communication. Furthermore, we designate specific team members as primary points of contact, ensuring that you have a consistent, knowledgeable, and accessible source for information and feedback. This structured yet adaptable communication strategy is designed not only to keep you informed but also to foster an environment of collaboration and transparency. We believe that by maintaining open lines of communication, we can pre-emptively address potential issues, adapt to changing needs, and align our efforts with the project's goals, ensuring a smooth and successful project completion.

Quality Management

Quality assurance is not just a component but a fundamental pillar of our project management approach. We implement a comprehensive and rigorous quality control framework that permeates every stage of our projects. This framework is meticulously designed to ensure that all deliverables meet the highest industry standards as well as the specific requirements and expectations of you, our client. Our quality control

procedures involve thorough inspections and continuous monitoring throughout the project lifecycle. From the initial design phase to the final delivery, every process is scrutinized to ensure excellence and precision. To reinforce these efforts, we conduct regular internal audits and reviews, creating a culture of continuous improvement and accountability within our team. These audits are not merely procedural; they are integral to our commitment to excellence, allowing us to identify areas for improvement, implement corrective actions, and refine our processes. The result is a consistently high-quality output that not only meets but often exceeds your expectations. By integrating robust quality assurance practices into every aspect of our work, we ensure that the trust placed in us by you is always well-founded and that the projects we deliver stand as testaments to our unwavering dedication to quality.

Construction Cost Estimating

Our team of seasoned experts excels in providing accurate and meticulously detailed construction cost estimates, a crucial element in the planning and execution of any project. Leveraging our extensive experience and deep market knowledge, we approach cost estimation with a keen understanding of the dynamic nature of construction costs. We employ a blend of historical data, current market trends, and advanced analytical tools to develop estimates that are not only precise but also encompass a comprehensive view of all potential expenses. We pay close attention to the nuances of each project, considering factors such as materials, labor, equipment, and any site-specific requirements. Moreover, our proactive approach extends to anticipating and planning for potential cost fluctuations as we have seen in recent years. By considering various scenarios and market volatilities, we ensure that our estimates remain realistic and adaptable to changing conditions. This thorough and forward-thinking approach to budgeting safeguards you against unexpected financial surprises, providing a solid foundation for sound financial planning and decision-making. In summary, our commitment to detailed and foresighted cost estimation is a testament to our dedication to delivering projects within a well-defined and realistic financial framework.

Problem Solving and Schedule Adjustments

At BDI, we recognize that maintaining project timelines is critical to the success of any endeavor. Therefore, in instances where these timelines are at risk, we initiate a structured and systematic problem-solving approach. This process begins with a thorough root cause analysis to accurately identify the underlying issues that are impacting the schedule. By understanding the core of the problem, we can develop more effective solutions. Our team, comprising seasoned professionals with diverse expertise, collaborates to explore a range of alternative strategies. This collaborative brainstorming allows us to consider various corrective actions, weighing their potential impacts and feasibility. Once a course of action is decided upon, we move swiftly to implement the necessary corrective measures.

Throughout this process, we maintain an open line of communication with you, our client, ensuring they are promptly informed of any challenges and the steps being taken to address them. We involve you in the decision-making process, particularly when schedule adjustments are required. This not only ensures transparency but also allows us to align our response with your priorities and constraints. Our goal is not merely to address the immediate issue but to strengthen the project's resilience against future challenges. By adopting this proactive and collaborative approach to problem-solving, we minimize delays and maintain momentum toward successful project completion, reinforcing our commitment to client satisfaction and project excellence.

Managing Subconsultant Services

At BDI, we employ a stringent and thorough process for the selection and management of subconsultants, ensuring they meet our high standards of quality and performance. Our selection criteria are rigorous, focusing not only on technical expertise but also on a track record of reliability and excellence. Once onboard, subconsultants are closely integrated into our project teams, with regular coordination meetings to ensure alignment with project goals and timelines. We continuously monitor their contributions through a systematic

review process, ensuring that their work not only meets but enhances the overall quality of the project. This vigilant oversight and integration process ensures that the work of our subconsultants is in lockstep with our own, contributing to a cohesive and successful project outcome.

Client Meeting Availability and Construction Issue Resolution

BDI's team prioritizes responsiveness and agility, committing to being available for client meetings within one business day. This rapid response capability reflects our dedication to maintaining open, continuous dialogue with Okaloosa County. In addition to our availability for discussions, we place a strong emphasis on the prompt and efficient resolution of construction-related issues. Our experienced team is adept at quickly identifying and addressing challenges, applying their expertise to minimize delays and prevent any disruptions to the project timeline.

This approach ensures not only the maintenance of project momentum but also reinforces our commitment to meeting your needs and project objectives efficiently.

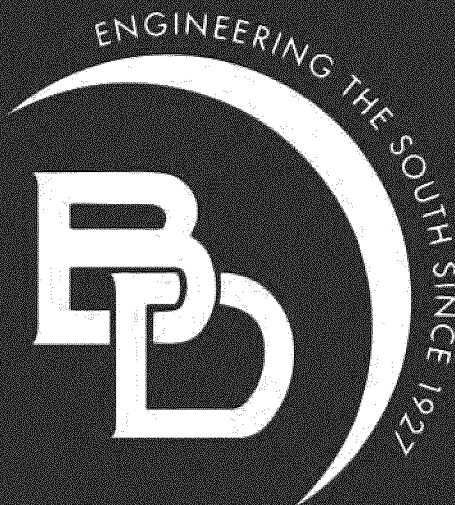
Internal Project Review Process

BDI's internal review process is a critical component of our project management strategy, involving periodic evaluations at key stages of the project. These evaluations are meticulously designed to assess the project's adherence to its defined scope, allocated budget, planned schedule, and established quality standards. Our team of experts conducts these reviews, bringing a depth of experience and a keen eye for detail. The insights gained from these reviews are not merely observed but are actively and systematically incorporated into the project. This continuous feedback loop allows us to make timely adjustments, ensuring that the project remains on track and aligned with our high standards. This diligent and proactive review process is instrumental in enhancing overall project execution, ultimately leading to more successful outcomes.

Conclusion

BDI is committed to delivering excellence in all aspects of project management on Okaloosa County projects. Through strategic planning, effective communication, and stringent quality controls, we ensure that our projects meet and exceed Okaloosa County's expectations, even in the most challenging circumstances.

5. Schedule and Budget



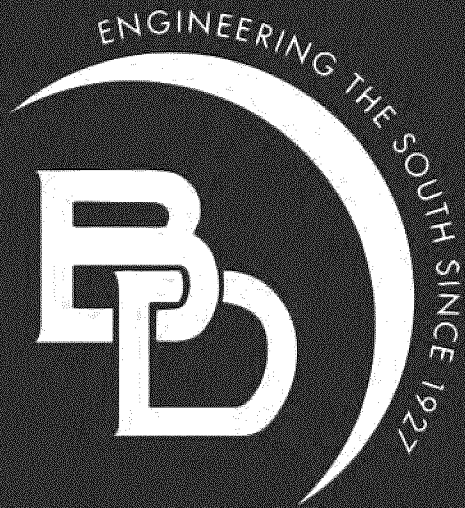
Schedule and Budget

Over the past four years, construction costs have exhibited significant volatility, posing challenges for both local governments and consultants responsible for estimating probable costs. To account for these uncertainties, projects have been burdened with higher-than-normal contingencies to ensure adequate budgeting. Nonetheless, amidst these circumstances, the BDI team takes pride in showcasing several sample projects that were successfully delivered on schedule and within the allocated budget.

PAST PERFORMANCE EXAMPLE PROJECTS

Project / Client	Estimated Cost	Actual Cost	Project Completion
Millside Road Paving Design Okaloosa County	N/A	\$372,000	The project is 100% design. Awaiting Right-of-Way Acquisition. Design following FDOT guidelines, Florida Greenbook, and AASHTO Roadway design guide. Scott Bitterman, County Engineer: sbitterman@myokaloosa.com
Shoal River Ranch Roadway & Railroad Intersection Design Okaloosa County	N/A	\$330,000	The project is on schedule and awaiting FDOT and FGA permits. The project is anticipated to be completed on time. Design following FDOT guidelines, Florida Greenbook, and AASHTO Roadway design guide. Jason Autrey, Public Works Director: jautrey@myokaloosa.com
Wallace Road Sidewalk & Drainage Design LAP City of Callaway	\$498,432	\$542,000	The project was completed on time. Design following FDOT guidelines and Florida Greenbook. Eddie Cook, City Manager: citymanager@cityofcallaway.com
Berthe Avenue Bridge City of Callaway	\$2,300,000	\$2,700,000	The project is under construction and on schedule. Eddie Cook, City Manager: citymanager@cityofcallaway.com
Ashmore/Gardenview Area Drainage Improvements Phase II HMGP Santa Rosa County	N/A	\$218,000	The project design was completed on time. Construction is pending HMGP funding. The project was completed using ICPR4 stormwater modeling software and Civil 3D. Rebecca Jones, County Engineer: rebecca@j@santarosa.fl.gov
Burgess Road Drainage and Sidewalk City of Pensacola	\$ 1,725,993.50	\$2,400,000	The project was completed on time. Included four (4) bid alternates and a change order for additional construction on the Escambia County portion of the project. Amy Tootle, Public Works Director: ATootle@cityofpensacola.com

6. Regulatory and Grant Experience



REGULATORY PERMITTING

The professional team at BDI brings extensive engineering and permitting expertise to the region, making us well-versed in the specific permitting requirements outlined in this RFQ. Our local staff plays a pivotal role in establishing strong working relationships with regulators and agencies, ensuring our knowledge remains up to date. We have excellent connections with local and regional officials, enabling us to stay informed about potential regulatory changes. Currently, BDI and our team partners are actively engaged in permitting activities for numerous projects in the area. This ongoing collaboration guarantees that the County will have access to a highly capable and experienced permitting resource pool. We are dedicated to working diligently on behalf of our clients to secure permits in a timely and cost-effective manner. Our outstanding track record is widely recognized throughout the Panhandle region, and we are committed to applying our expertise to ensure the prompt acquisition of all required permits.

The BDI staff possesses extensive experience in various permitting areas, including stormwater, wastewater, potable water, wetlands, hazardous materials, and underground storage tank design and remediation. Our professionals have a comprehensive understanding of the Environmental Resource Permit (ERP) rules established by the State of Florida, as well as the regulations of the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, the Florida Department of Transportation (FDOT), and local municipalities. BDI enjoys an excellent reputation in the field of engineering design and permitting in the State of Florida, known for its stringent environmental design and permitting standards. Specifically, we have worked extensively with the following regulatory agencies:

- **Florida Water Management Districts**
 - Stormwater Permitting
 - Certification of Construction and Maintenance
 - Consumptive Use of Water
 - Management and Storage of Surface Water
 - Water Well Construction and Abatement
 - Agricultural Water Management
 - Aquifer Recharge

- **Florida Department of Environmental Protection**
 - Environmental Resource Permits
 - Stormwater Management
 - Water and Wastewater Facilities
 - Air Quality
 - Solid Waste/Landfills
 - Ordinary High Water and Submerged Lands Determinations

- **U.S. Environmental Protection Agency**
 - National Pollutant Discharge Elimination System (NPDES)
 - Stormwater Management
 - Environmental Assessment and Impact Statements

- **Florida Department of Community Affairs**
 - Developments of Regional Impact
 - Comprehensive Planning

- **Florida Department of Transportation**
 - Driveway Permits
 - Drainage Connection Permits
 - Utility Permits

- **U.S. Army Corps of Engineers**
 - Wetlands and Dredge and Fill Permits
 - Coastal Protection Structures Permits

- **Federal Aviation Administration**
 - FAA Form 7460-1
 - Notification of Proposed Construction or Alteration on Airport Part 77

Furthermore, our team has successfully obtained permits for projects on Eglin Air Force Base by working closely with the Florida Department of Environmental Protection. We ensure a smooth process by coordinating with Base staff to obtain approval and the signature of the Base Commander, who holds authority over the permit.

FULL-SERVICE FUNDING ASSISTANCE

BDI has achieved remarkable success in supporting clients with funding for various projects and programs for several decades. Our corporate mission is centered around integrated and comprehensive Program Development and Funding, which we believe significantly enhances client initiatives. We take immense pride in our work and remain dedicated to securing available funding for projects in Okaloosa County.

BDI maintains close coordination with clients and agency representatives throughout the project or program. These strong relationships and past experiences play a crucial role in facilitating an efficient funding process. Our experienced staff is fully prepared to generate all necessary documentation, positioning our clients to receive external funding and obtain the required authorization from state and federal agencies. As an example, BDI has successfully positioned its clients to secure funding for over 60 percent of the State of Florida's Small Disadvantaged Community Wastewater Grants, surpassing \$130,000,000 in total. Additionally, we have achieved a significant milestone by **securing the largest FEMA grant in Florida's history, amounting to \$151,000,000.**

We remain abreast with all existing and developing funding agencies and assistance programs including:

- | | |
|---|---|
| <ul style="list-style-type: none"> ● U.S. Environmental Protection Agency ● Federal Emergency Management Agency ● State of Florida Legislative Direct Appropriations ● Federal Aviation Administration ● FDEP State Wastewater Revolving Fund ● FDEP State Water Revolving Fund ● FDEP State Stormwater Revolving Fund ● FDEP Recreation Development Assistance Program | <ul style="list-style-type: none"> ● FDEO Florida Communities Trust Preservation 2000 ● Florida Department of Transportation ● U.S. Department of Commerce, Economic Development Administration ● U.S. Department of Agriculture, Natural Resource Conservation Service ● FDEP Small Disadvantaged Communities ● Florida Department of State, Division of Libraries |
|---|---|

- FDEP Building Improvement Trust Fund
- Florida Department of Economic Opportunity
- U.S. Army Corps of Engineers Wetlands Restoration
- Triumph Gulf Coast

BDI continues to lead in the realm of emerging funding assistance programs and their associated regulatory agencies throughout the state. Our clients value the collaborative approach we take as an engineering firm, actively participating in program development and providing funding assistance. We firmly believe in the importance of building strong relationships, as they are crucial to our continued success. One of our greatest strengths as engineers lies in our in-depth technical knowledge of the programs we support. This expertise enables us to identify hidden opportunities for program improvements and explore alternative funding strategies within the intricate framework of each program.

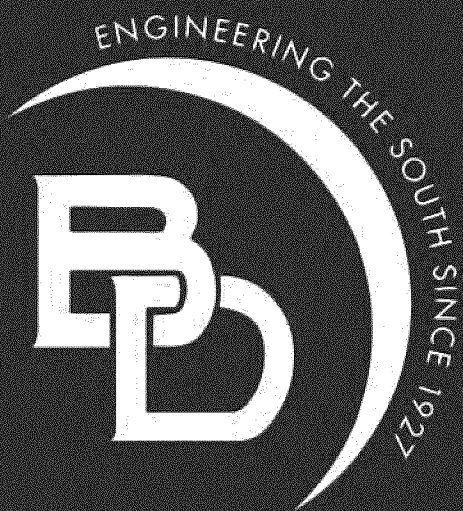
PROGRAM DEVELOPMENT

Planning, Public Administration, and Governmental Affairs contribute to the Comprehensive Program Development services. BDI provides the following:


- Local, State, and Federal Governmental Processes and Programs Analysis
- Program/Project Conceptualization and Establishment
- Funding Justification & Acquisition
- Economic Development Program Facilitation
- Capital Improvement Feasibility Studies
- State Agency/Legislation Coordination & Liaison
- Fiscal Impact Studies & Fee Analysis
- Public Participation/Consensus Development Planning
- Development of Alternative Funding & Revenue Sources
- Proposed Development for Third-Party Approval



7. Business Credentials and Other



Business Credentials and Other




Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6800

License No.: **LB340**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License


Under the provisions of Chapter 472, Florida Statutes

BASKERVILLE-DONOVAN, INC
449 W MAIN ST
PENSACOLA, FL 32502-5591



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



DBPR ONLINE SERVICES
[Home](#)

Licensee Details

Licensee Information

Name:	BASKERVILLE-DONOVAN INC (Primary Name)
Main Address:	449 W MAIN ST PENSACOLA Florida 32502
County:	ESCAMBIA
License Mailing:	
License Location:	

License Information

License Type:	Registry
Rank:	Registry
License Number:	340
Status:	Current
Licensure Date:	05/10/1977
Expires:	

State of Florida Department of State

I certify from the records of this office that BASKERVILLE-DONOVAN, INC. is a corporation organized under the laws of the State of Florida, filed on August 26, 1958.

The document number of this corporation is 214937

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on December 19, 2022, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of December, 2022



Secretary of State

Tracking Number: 8542916276CC

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

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



Jeffrey Petermann, P.E.

Project Manager

Education: BS, Civil Engineering, Florida State University
Registrations: Professional Engineer: FL #77540
Years Experience: 25



Experience

- Shoal River Ranch Roadway & Railroad Intersection Design – Okaloosa County, FL
- Panama City Area A2 Drainage CDBG-DR – Panama City, FL
- City of Callaway Wallace Road Sidewalk & Stormwater Design LAP – Callaway, FL
- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL



T. Keith Hill, P.E.

Principal-In-Charge

Education: MS, Civil/Environmental Engineering, Auburn University
BS, Zoology, Auburn University
Registration: Professional Engineer: FL #61703
Years Experience: 26



Experience

- Shoal River Ranch Roadway & Railroad Intersection Design – Okaloosa County, FL
- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL
- Mexico Beach Fishing Pier Replacement – Mexico Beach, FL
- Santa Rosa County Ashmore/Gardenview Area Drainage Improvements HMGP – Pace, FL



Ryan Weed, P.E.

QA/QC Officer

Education: BS, Civil Engineering, University of South Alabama
Registration: Professional Engineer: FL #65470
Years Experience: 18



Experience

- Santa Rosa County Ashmore/Gardenview Area Drainage Improvements HMGP – Pace, FL
- Millside Road Paving Design – Okaloosa County, FL
- City of Callaway Wallace Road Sidewalk & Stormwater Design LAP – Callaway, FL
- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL



Mike Langston, P.E.

Sr. Stormwater Engineer

Education: BS, Civil Engineering, Georgia Institute of Technology
Registration: Professional Engineer: FL #49463
Years Experience: 34



Experience

- Panama City Area A2 Drainage CDBG-DR – Panama City, FL
- Santa Rosa County Ashmore/Gardenview Area Drainage Improvements HMGP – Pace, FL
- Burgess Road Drainage and Sidewalk Design – Pensacola, FL
- Robindale Subdivision Drainage Improvements HMGP – Springfield, FL



Jeff Huggins, P.E.

Roadway Engineer

Education: BS, Civil Engineering, University of South Alabama

Registration: Professional Engineer: FL #80324

Years Experience: 14



Experience

- Cherry Street Drainage/Sidewalk Project LAP – Callaway, FL
- Shoal River Ranch Roadway & Railroad Intersection Design – Okaloosa County, FL
- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL
- Burgess Road Drainage and Sidewalk Design – Pensacola, FL



Jason Frick, P.E.

Roadway Engineer

Education: BS, Civil Engineering, University of South Alabama

Registration: Professional Engineer: FL #8646

Years Experience: 9



Experience

- Shoal River Ranch Roadway & Railroad Intersection Design – Okaloosa County, FL
- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL
- Pensacola Beach Access Roadway Improvements – Pensacola Beach, FL
- Burgess Road Drainage and Sidewalk Design – Pensacola, FL



Hilary Bauer, P.E.

Modeling/GIS

Education: BS, Civil Engineering, University of South Alabama

Registration: Professional Surveyor and Mapper: FL #88613

Years Experience: 8



Experience

- Panama City Area A2 Drainage CDBG-DR – Panama City, FL
- Burgess Road Drainage and Sidewalk Design – Pensacola, FL
- Maranatha Way/Chipper Lane Drainage HMGP – Pace, FL
- Santa Rosa County Ashmore/Gardenview Area Drainage Improvements HMGP – Pace, FL



Jim Anderson, P.E.

Sr. Water Resources Engineer

Education: BS, Civil Engineering, Georgia Institute of Technology

Registrations: Professional Engineer: FL #67494

Years Experience: 28



Experience

- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL
- US 98/SR 30 Utilities Relocation Program – Destin, FL
- Wakulla County WWTP Design – Crawfordville, FL
- South Santa Rosa Utilities System Tiger Point WWTP 1.5 MGD Upgrade – Gulf Breeze, FL



Dillon Draughn, E.I.

Coastal Management

Education: BS, Civil Engineering, University of South Alabama
Registration: Engineer Intern: AL #EI19039
Years Experience: 3



Experience

- Mexico Beach Fishing Pier Replacement – Mexico Beach, FL
- Community Maritime Park NRDA Day Use Marina and ADA Compliant Kayak Launch – Pensacola, FL
- Community Maritime Park Breakwater & Marina – Pensacola, FL
- Pensacola Beach Access Roadway Improvements – Pensacola Beach, FL



Gabe McAfee, E.I.

Construction Inspection

Education: BS, Civil Engineering, Florida State University
Registrations: Engineer Intern: FL #1100024188
Years Experience: 3



Experience

- Shoal River Ranch Roadway & Railroad Intersection Design – Okaloosa County, FL
- Panama City Area A2 Drainage CDBG-DR – Panama City, FL
- City of Callaway Wallace Road Sidewalk & Stormwater Design LAP – Callaway, FL
- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL



Scott Mills, PSM/PLS

Survey Manager

Education: University of West Florida
Registrations: Professional Surveyor and Mapper: FL #LS5509
Years Experience: 49



Experience

- Shoal River Ranch Roadway & Railroad Intersection Design – Okaloosa County, FL
- Panama City Area A2 Drainage CDBG-DR – Panama City, FL
- City of Callaway Wallace Road Sidewalk & Stormwater Design LAP – Callaway, FL
- South Berthe Avenue Bridge and Associated Infrastructure Design – Callaway, FL



Logan Fowler, P.E.

Geotechnical Engineer

Education: BS, Civil Engineering, Florida State University
Registrations: Professional Engineer: FL #82343
Years Experience: 12

Experience

- Highway 331 Water & Sewer Project, DeFuniak Springs, FL
- Vintage Destin Apartments, Destin, FL
- S.R. 30 (U.S. 98) Widening, Walton County, FL
- Southern Cross Plantation, Destin, FL



Mike Marshall, AIA

Architect

Education: MS, Architecture, Texas A & M University

Registration: Registered Architect: FL #AR0013554

Years Experience: 35

Experience

Northwest Florida State College Community Services Complex – Pensacola, FL

Ft. Walton Beach Field Office Complex, Vehicle Storage and Maintenance Facility – Ft. Walton Beach, FL



Dan Majors, PLA/ASLA

Landscape Architect

Education: BS, Landscape Architecture, University of Florida

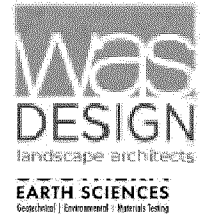
Registration: Landscape Architect: FL #LA6667164

Years Experience: 17

Experience

U.S. Highway 98 Median Landscape Enhancements – Gulf Breeze, FL

S.R. 399 Median Landscape Enhancements – Gulf Breeze, FL



Joey McMath, P.E.

Structural Engineer

Education: BS, Civil Engineering, Auburn University

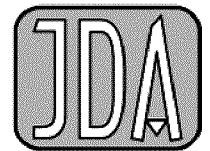
Registration: Professional Engineer: FL #62539, AL #27921, MS #18809, GA #34456

Years Experience: 23

Experience

ECUA Central Water Reclamation Facility 20 MGD – Cantonment, FL

Panama City Beach Wastewater Treatment Plant No. 1 Upgrades – Panama City Beach, FL



Shane Bergin, PE/PTOE/PTP/RSP

Traffic Engineer

Education: BS, Civil Engineering, Auburn University

Registration: Professional Engineer: FL #73300

Years Experience: 16

Experience

McGregor Avenue Widening Project, Mobile, AL

Bay Minette Traffic Analysis, Bay Minette, AL



Glen Miley, MS/PWS

Environmental Specialist

Education: MS, Biology, University of South Alabama; BS, Biology, University of Alabama

Registration: Professional Wetland Scientist: FL

Years Experience: 25

Experience

Wetland Delineation, Permit Management, Fox Valley – Niceville, FL

Environmental Site Assessment, Blue Angel Elementary School – Pensacola, FL



RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____

NO: X

NAME(S)

POTISTION(S)

FIRM NAME: Baskerville-Donovan, Inc.

BY (PRINTED): T. Keith Hill, P.E.

BY (SIGNATURE): 

TITLE: President/CEO

ADDRESS: 449 West Main Street

Pensacola, FL 32502

PHONE NUMBER: (850) 438-9661

E-MAIL: khill@baskervilledonovan.com

DATE: November 23, 2023

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE:	November 23, 2023	SIGNATURE:	
COMPANY:	Baskerville-Donovan, Inc.	NAME:	T. Keith Hill, P.E.
ADDRESS:	449 West Main Street Pensacola, FL 32502	TITLE:	President/CEO
E-MAIL:	khill@baskervilledonovan.com		
PHONE #:	(850) 438-9661		

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

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

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

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

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

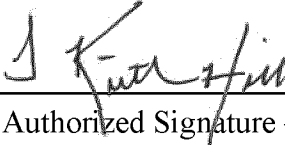
All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, representing Baskerville-Donovan, Inc. on this 23rd day of November 2023, I hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Baskerville-Donovan, Inc.



Proposer's Company Name

Authorized Signature – Manual

449 West Main Street, Pensacola, FL 32502

T. Keith Hill, P.E.

Physical Address

Authorized Signature – Typed

449 West Main Street, Pensacola, FL 32502

President/CEO

Mailing Address

Title

(850) 438-9661

N/A

Phone Number

FAX Number

(850) 324-4926

(850) 324-4926

Cellular Number

After-Hours Number(s)

November 23, 2023

Date

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

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

ADDENDUM NO.

DATE

Addendum #1

November 7, 2023

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Baskerville-Donovan, Inc.

Physical Address & Phone #: 449 West Main Street

Pensacola, FL 32502

Contact Person (Typed-Printed): T. Keith Hill, P.E.

Phone #: (850) 438-9661

Cell #: (850) 324-4926

Federal ID or SS #: 59-0857184

DUNNS/SAM #: 05-299-6360

Respondent's License #: Corporate Engineering: 340 / Surveying: LB 340

Additional License – Trade and Number State of FL Corporation: 214937

Fax #: N/A

Emergency #'s After Hours, Weekends & Holidays: (850) 324-4926

DBE/Minority Number: N/A

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

(a) Definitions. As used in this provision.

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

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

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

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

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

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

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Baskerville-Donovan, Inc.

Entity Address: 449 West Main Street, Pensacola, FL 32502

Sam.gov Unique Entity Identifier: MPXCPZRAJ433

CAGE Code: 0G0T4

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: City of Callaway
6601 East Highway 22, Callaway, FL 32404

Contact Person: Mr. Eddie Cook Telephone # (850) 215-6691

*Email: citymanager@cityofcallaway.com

2. Owner's Name and Address: City of Gulf Breeze
1070 Shoreline Drive, Gulf Breeze, FL 32561

Contact Person: Mr. Thomas Lambert Telephone # (850) 934-5100

*Email: tlambert@gulfbreezefl.gov

3. Owner's Name and Address: Santa Rosa County
6051 Old Bagdad Highway, Ste. 300, Milton, FL 32583

Contact Person: Ms. Rebecca Jones, P.E. Telephone # (850) 981-7000

*Email: rebeccaj@santarosa.fl.gov

4. Owner's Name and Address: City of Milton
6738 Dixon Street, Milton, FL 32572

Contact Person: Mr. Joe Cook Telephone # (850) 983-5411

*Email: jcook@miltonfl.org

5. Owner's Name and Address: City of Pensacola
222 West Main Street, Pensacola, FL 32502

Contract Person: Ms. Amy Tootle Telephone # (850) 436-5540

*Email: atootle@cityofpensacola.com

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

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

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

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

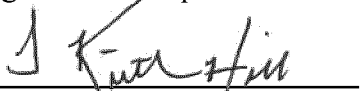
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

 Signature of Contractor's Authorized Official

T. Keith Hill, President/CEO Name and Title of Contractor's Authorized Official

November 23, 2023 Date

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

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

1. This sworn statement is submitted for Okaloosa County Public Works
2. This sworn statement is submitted by Baskerville-Donovan whose business address is: 449 West Main Street
Pensacola, FL 32502
and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 59-0857184
3. My name is T. Keith Hill and my relationship to the entity named above is President/CEO

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

 x Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: November 23, 2023 Signature: *J. K...*


STATE OF: Florida

COUNTY OF: Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 23rd day of November, in the year 2023.

My commission expires: _____

Notary Public *Cynthia Marie Zelius*

Print, Type, or Stamp 

Personally known to me, or Produced Identification:

N/A
Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

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

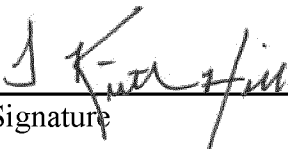
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

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

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

T. Keith Hill, P.E. President/CEO

Printed Name and Title of Authorized Representative



Signature

November 23, 2023

Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: November 23, 2023

SIGNATURE: 

COMPANY: Baskerville-Donovan, Inc.

NAME: T. Keith Hill, P.E.

(Typed or Printed)

ADDRESS: 449 West Main Street

TITLE: President/CEO

Pensacola, FL 32502

E-MAIL: khill@baskervilledonovan.com

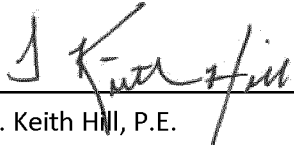
PHONE NO.: (850) 438-9661

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

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

DATE: November 23, 2023
COMPANY: Baskerville-Donovan, Inc.
ADDRESS: 449 West Main Street
Pensacola, FL 32502

E-MAIL: khill@baskervilledonovan.com
PHONE NO.: (850) 438-9661

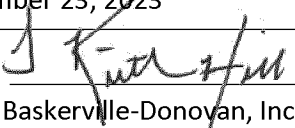
SIGNATURE: 
NAME: T. Keith Hill, P.E.
TITLE: President/CEO

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

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

Certificate of Compliance with Buy America Requirements

The proposer or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: November 23, 2023
SIGNATURE: 
COMPANY: Baskerville-Donovan, Inc.
NAME: T. Keith Hill, P.E.
TITLE: President/CEO

Certificate of Non-Compliance with Buy America Requirements

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____

RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not **colluded with any other proposer or parties to proposal** **whatever.**

Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from proposal list(s).

Baskerville-Donovan, Inc.

Company Name

449 West Main Street

Address

Pensacola, FL 32502

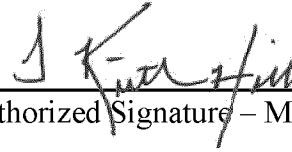
Address

(850) 438-9661

Phone #

59-0857184

Federal ID # or SS #



Authorized Signature – Manual

T. Keith Hill, P.E.

Authorized Signature – Typed

President/CEO

Title

N/A

Fax #

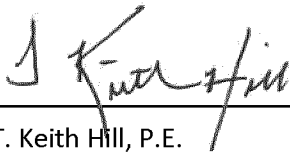
Date Submitted: November 30, 2023

RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	November 23, 2023	SIGNATURE:	
COMPANY:	Baskerville-Donovan, Inc.	NAME:	T. Keith Hill, P.E.
ADDRESS:	449 West Main Street		(TYPED OR PRINTED)
	Pensacola, FL 32502	TITLE:	President/CEO
PHONE #:	(850) 438-9661	E-MAIL:	khill@baskervilledonovan.com



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927



ADDENDUM 1

November 7, 2023

RFQ PW 81-23

General Engineering & Professional Services for Okaloosa County Public Works

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

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

I. Questions / Answers

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

Answer #1: No

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

Answer #2: Yes

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

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

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

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

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

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

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

Answer #6: No

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

A handwritten signature in black ink, appearing to read "J. K. [unclear]". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

PROCUREMENT / CONTRACT / LEASE
INTERNAL COORDINATION SHEET



C24 3963 PW

#2 of 11

Procurement/Contract/Lease Number: Baskerville-Donovan, Inc. Tracking Number: 5049-24

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

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

Date/Term: 3 YR W/ (2) 1 YR Renewal 1. GREATER THAN \$100,000

Department #: Varies 2. GREATER THAN \$50,000

Account #: Varies 3. \$50,000 OR LESS

Amount: Per Task Order

Department: PW Dept. Monitor Name: Autrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
Amber Hammonds Date: 4/4/24
 Amber Hammonds

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: _____
See Attached Email Date: 2/27/2027
 Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review

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

Department Funding Review

Approved as written: _____
 _____ Date: _____

IT Review (if applicable)

Approved as written: _____
 _____ Date: _____

Amber Hammonds

From: Odessa Cooper-Pool
Sent: Tuesday, February 27, 2024 3:48 PM
To: Amber Hammonds; Jacqueline Matichuk; Kerry Parsons; Lynn Hoshihara
Subject: RE: Urgent - Baskerville-Donovan, Inc. - #2 of 11
Attachments: Baskerville_Contract_Final.pdf

Hello Amber,

The contract for Baskerville-Donovan, Inc has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

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



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

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

From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 1:59 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: Urgent - Baskerville-Donovan, Inc. - #2 of 11
Importance: High

Good afternoon ladies,

The contract for this solicitation was approved already. However, I have entered the firm's information, Exhibit A and Exhibit B for your final review and approval.
Baskerville-Donovan, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #2 of 11
We would like to get this contract on one of the March BCC Meetings.

Thank you,

Amber Hammonds
Contracts & Lease Coordinator

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



Upcoming Events:

May 9th 2024- Pensacola, Florida

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

[Click here to register!](#)



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Amber Hammonds

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, February 27, 2024 3:04 PM
To: Amber Hammonds; Jacqueline Matichuk; Lynn Hoshihara; Odessa Cooper-Pool
Subject: RE: Urgent - Baskerville-Donovan, Inc. - #2 of 11

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, February 27, 2024 2:59 PM
To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
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Okaloosa County Purchasing Department
5479A Old Bethel Road
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Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970
Email: ahammonds@myokaloosa.com



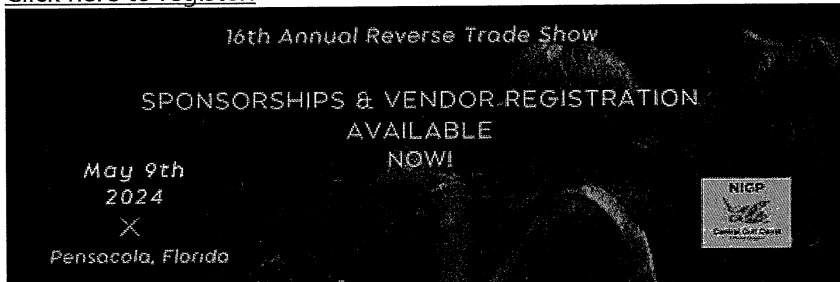
2024
HAPPY NEW YEAR

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

Amber Hammonds

From: Keith Hill <khill@baskervilledonovan.com>
Sent: Tuesday, March 5, 2024 9:16 AM
To: Amber Hammonds
Subject: RE: !The final change was made to contract for RFQ PW 81-23!

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

Regards,
Keith

From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Tuesday, March 5, 2024 9:14 AM
Subject: !The final change was made to contract for RFQ PW 81-23!
Importance: High

Good morning all –

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

The final change was made to Section 12.1.4:
"With the exception of Workers' Compensation and Professional Liability policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance."

The following was sent by DeRita Mason on Friday 3/1/24:
We made a few changes to the contract after you had signed. A few consultants requested some minor changes and we wanted to make those changes to all contracts. Since you have signed, I was able to make those changes and keep them signed. The following changes have been made to the contract:

Section 12.1.2-we changed Class X to Class VII
Section 12.8.1-we changed it to match the language 5.4
Section 13.8.1-we added (and in the locale) after similar services at the time

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



2024
HAPPY NEW YEAR

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Board of County Commissioners Purchasing Department

State of Florida

Date: December 15, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD

RFQ PW 81-23

General Engineering and Professional Services for Okaloosa County Public Works

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

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


Barge Design Solutions, Inc. 600 Grand Blvd., Suite 203 Miramar Beach, FL 32550	Half Associates, Inc. 2255 Killearn Center Blvd. Tallahassee, FL 32309	Kisinger Campo & Associates, Corp. (KCA) 2615 Centennial Blvd. Suite 102 Tallahassee, FL 32308
Baskerville-Donovan, Inc. 449 W Main Street Pensacola, FL 32502	Hanson Professional Services Inc. 910 N. Waukesha Street Bonifay, FL 325425	Mott MacDonald 220 W Garden Street, Suite 700 Pensacola, FL 32502
DRMP, Inc. 2111 Thomas Drive, Suite 1 Panama City Beach, FL 32408	HDR Engineering 25 West Cedar Street, Suite 200 Pensacola, FL 32502	Neel-Schaffer, Inc. 896 Main Street Chipley, FL 32428
George & Associates, Consulting Engineers, Inc 1967 Commonwealth Ln, Suite 200 Tallahassee, FL 32303	Kimley-Horn and Associates, Inc. 120 Richard Jackson Blvd, Suite 230 Panama City Beach, FL 32407	

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

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

Respectfully,

**DeRita
Mason**

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

DeRita Mason
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2024

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	CONTACT NAME: Alice Pousson PHONE (A/C, No, Ext): 850-332-5458 Ext. 1924 FAX (A/C, No): 850-607-2060 E-MAIL ADDRESS: Apousson@sihle.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E: Carolina Casualty Insurance Company</td> <td>10510</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Insurance Company	24112	INSURER B: Continental Casualty Company	20443	INSURER C: Transportation Insurance Company	20494	INSURER D: Continental Insurance Company	35289	INSURER E: Carolina Casualty Insurance Company	10510	INSURER F:
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INSURER F:														
INSURED Baskerville-Donovan Inc. BASKINC-01 449 W Main Street Pensacola FL 32502														

COVERAGES CERTIFICATE NUMBER: 765775642 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			5091275910	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP0684938	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4027179086	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	KRM212391479	1/4/2024	1/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability	N	N	AEH276170839	1/29/2024	1/29/2025	Professional & Pollut	\$2,000,000
C	Contractors Equipment	N	N	4027179184	9/1/2023	9/1/2024	Leased & Rented Max per item	50,000 25,000

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

Umbrella does not go over the Professional/Pollution Liability
 PROJECT: General Engineering Services for Okaloosa County Okaloosa County BCC is included as additional insured with regards to the general liability, automobile liability, umbrella coverage when required by written contract. Waiver of subrogation applies in favor of Okaloosa County BCC with regards to the general liability, automobile liability, umbrella and workers compensation coverage when required by written contract.

CERTIFICATE HOLDER

Okaloosa County Attn: Purchasing Department
 5479A Old Bethel Road
 Crestview FL 32536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE