

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 06

TASK ORDER AMOUNT: \$328,768.00

CONTRACT: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2023

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.

FIRM'S NAME

T. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

T. Keith Hill
SIGNATURE

President and CEO

TITLE

2/23/2022
DATE

RECOMMENDED FOR APPROVAL
(Department Director)

Jason T. Autrey, P.E.,
C.P.M.

Digitally signed by Jason T. Autrey, P.E., C.P.M.
Date: 2022.02.23 08:50:55 -06'00'

SIGNATURE

TITLE

DATE

[Signature]
COUNTY ADMINISTRATOR (if applicable)

3/1/22
DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde
Date: 2022.03.01 16:07:41 -06'00'

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas
Date: 2022.03.02 08:25:59 -06'00'

OMB Director/DATE

DATE

Mel Ponder

CHAIRMAN (if applicable)

March 1, 2022

DATE





PROFESSIONAL SERVICES PROPOSAL

**SHOAL RIVER RANCH
JERICO ROADWAY IMPROVEMENTS AND US 90 INTERSECTION DESIGN
Okaloosa County, Florida**

February 22, 2022

SUMMARY AND PURPOSE

Okaloosa County has requested that Baskerville-Donovan, Inc. (BDI) generate a Task Order and Fee Proposal to design roadway, railroad crossing and signalized intersection improvements of Jericho Road at the existing Shoal River Ranch located near the intersection of Old Spanish Trail (Hwy 90, E James Lee Blvd) and Mount Olive Road west of Mossy Head, Florida. The County has requested that BDI also provide utility coordination services to ensure seamless design strategies with existing site infrastructure.

The County currently owns the 88.19 acre parcel (PIN 20-3N-0000-0001-0030) southwest of the Jericho Road and Hwy 90 intersection and adjacent to the existing Florida Gulf & Atlantic/CSX railway along US 90. Jericho Road (otherwise known as Mason Cemetery Road) is currently a dirt road running south along the eastern County property line and terminating well south of Interstate 10. The County intends to improve a total of 2,400 feet of Jericho Road beginning at the US 90 intersection and construct 450 feet a new roadway south of the County parcel to include the following:

- 350 feet of four (4) lane entrance roadway beginning at US 90, headed south;
- 2,050 feet of two (2) lane roadway, beginning at end of four (4) lane entrance road (continuing south);
- 450 feet of two (2) lane roadway south and adjacent to the 88.19 acre County parcel, beginning at the intersection of the two (2) lane roadway improvement and the far southeast corner of County property (heading east).

A considerable factor in roadway improvement design of Jericho Road will be the presence of existing Florida Gulf & Atlantic/CSX rail line which runs parallel to the Hwy 90 southern right-of-way (R/W) and crosses Jericho Road immediately south of US 90. The County has requested BDI coordinate and design the railway crossing, rail cross arm and intersection signalization at US 90 and the new four lane entrance road immediately north of the rail crossing. Additional services will include layout and design of new turn lanes to serve the four lane entrance while coordinating closely with FDOT to ensure geometric compliance with their newly design turn lanes serving Mount Olive Road.

Initial tasks will include a topographical survey of the proposed roadway alignments and areas to serve the proposed turn lanes and railway crossing and geotechnical soil analysis to aid in roadway section design and load rating. BDI will use the obtained survey and geotechnical analysis to effectively produce new roadway alignments and calculate the required pavement section for anticipated semi-truck and trailers (WB-67, etc.) servicing the future industrial park.



BDI will assess existing and planned utility information to determine the most strategic option for roadway layout to avoid potential conflict and best serve the anticipated industrial park campus. BDI will submit key design milestones to the County for review and comment and address all pertinent permitting requirements to include the railroad crossing, stormwater (if required), wetland (in any exist) and FDOT access connection/upgrades. BDI will finally provide bid services to include generation and submittal of the pay items bid tabulation and front end/technical specifications for the County use in construction bidding.

Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and Okaloosa County Land Development Regulations (LDRs) will be utilized as the basis of all concept design. The Northwest Florida Water Management District (WMD) will govern all stormwater-related permit requirements.

WORK SCOPE ELEMENTS

Task 1 –Topographic Survey

A topographic survey will be performed in specific areas of the vicinity to include the following:

1) Hwy 90 R/W

Survey will include the limits of Hwy 90 R/W; 1,320 linear feet east and west of Jericho Road (to account for anticipated turn lane lengths).

2) Railroad Easement (South of Hwy 90)

PIN 01-0N-50-0000-0001-CSX0
Owner: Florida Gulf & Atlantic RR LLC
GIS Area: 287.92 acres
Current Land Use: Centrally

***Note:** Survey will include the limits of railroad easement; approximately 100 linear feet east and west of Jericho Road to collect data for crossing design.

3) South of Hwy 90 (Existing Jericho Road R/W)

Survey will include the entire Jericho Road R/W beginning at the southern easement line of the existing railway and extending southward to a total length of 2,400 feet to capture required data for design of the proposed four (4) and two (2) lane improvements to Jericho Road.



4) West Of Jericho Road and South of the County Owned Parcel

Survey will include a 100 foot wide swath beginning the point where Jericho Road extends beyond the southeastern corner of County property and extends 450 feet westward along the County owned south parcel boundary. The surveyed area will be perpendicular to the Jericho Road alignment and will produce data to allow roadway design for future industrial park service.

Task 1 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - Boundary and Topographic Surveys (CADD format)

Task 2 – Geotechnical Investigation

Geotechnical Investigation services will be necessary to examine soil conditions within boundaries of the proposed Jericho roadway alignment/section, the newly proposed roadway south of County property and turn lane queues on Hwy 90. The geotechnical engineers will collect in-situ soil samples and perform laboratory testing to provide recommendations for pavement section and drainage design. In the event that stormwater treatment or collection systems are deemed necessary, additional geotechnical services will be required for accurate stormwater management design.

Task 2 will include all geotechnical site work within the defined survey boundaries and provide recommendations for structural roadway numbers and assess requirements for signalization mast arm construction. Current lead time for geotechnical field work is approximately three weeks from the NTP with an additional week for data collection and laboratory testing. Task scheduling is addressed later in this document.

Soil investigations along the proposed Jericho Road alignment will include hand auger borings to a depth of five feet below the existing roadway elevation. These will be performed at intervals between two to three hundred lineal feet and provide the soil/groundwater conditions used to determine heavy duty pavement recommendations. The two new turn lanes along US 90 will be roughly 1300 lineal feet in each direction and at least six (6) borings for each turn lane will be required. Hand dial penetrometer readings will be taken throughout the depths of the hand auger borings. It should be noted, the hand auger boring depths will be governed by the groundwater levels.

Laboratory soil testing will be required to determine soil classification, evaluate and document general material properties (e.g. moisture sensitivity, compatibility, consolidation, etc.). Several natural water content, grain size tests, Atterburg limits and consolidation and tests will be performed. Additional laboratory testing (if necessary, based on the subsurface conditions encountered) will not be performed without prior County authorization.



Task 2 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - Final Geotechnical Report and Laboratory Analysis (Signed and Sealed)

Task 3 – Florida Gulf & Atlantic/CSX Railroad Consultation

An important component in deriving the conceptual plan for Jericho Road improvements and main industrial park entrance from Hwy 90 will be design criteria surrounding the existing railroad easement. The Florida Gulf & Atlantic/CSX rail company will require special guidelines to be followed in the planning, permitting and construction of any roadway across their established lines. These considerations during the concept planning phase will be vital to successful regulatory navigation.

BDI will confer with the railroad entity and other pertinent parties to determine crossing requirements and develop a strategy to best suit Jericho Road improvements and the proposed park development (as a whole). BDI will incorporate the requirements into the conceptual design and provide the County with a dossier which outlines railway contact information, design protocols and construction expectations.

Task 3 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - Meeting minutes from discussions with railroad representatives
 - Permit application forms for railroad crossing
 - Other applicable railroad documents as may be provided for construction

Task 4 – FDOT Turn Lane Consultation and Plans Coordination

It is understood that FDOT is currently in process of finalizing plans to construct turn lanes along US 90 to serve Mount Olive Road. The project consists of adding an eastbound left turn lane and a westbound right turn lane from US 90 onto Mount Olive Road. The project is slated to let in June 2022 with construction to start approximately September 2022. Gulf Power will be clearing and moving electric poles prior to construction commencement.

The District has been in contact with BDI and Okaloosa County to begin dialogue regarding the two intercepting plans. BDI will continue coordination efforts with FDOT, attend necessary meetings, obtain CADD file drawings for use in design layout and avoidance of conflict and incorporate the planned turn lanes into the plan set for this project. BDI will confer with local utility owners to ensure seamless coordination between projects. BDI will reference the FDOT plans to either increase new turn lane capacities or alter/modify the FDOT turn lanes so as to effectively create a safe and useful turn lane geometry to serve both Mount Olive Road and the new four (4) lane Jericho Road entrance.



Task 4 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - BDI/FDOT Coordination Meeting Minutes
 - Applicable Drawings, Plan Sketches or Documents Pertinent to Design Coordination

Task 5 – Environmental Investigation

An environmentalist will perform site due diligence to identify conservation easements and delineate any wetland areas within the proposed limits of work. The wetland delineations will be performed in accordance with State and Federal standards and delineated boundaries (if any) will be located and illustrated on the topographic survey. Wetlands are not currently anticipated along the Jericho Road alignment outside of one minor area near the planned Jericho improvement termination further south and east. If necessary, environmental allowances provided herein will be used to identify impacts to wetland areas, identify protected and/or endangered species habitats and to provide opinion on potential avoidances where applicable. Environmental services will also include assistance with regulatory permitting (as required).

Task 6 – 60% Construction Documents

BDI will use County defined roadway placement to begin establishing horizontal and vertical geometry and typical pavement section design(s). BDI will also confer with the County and railroad owners to accurately design the railway roadway crossing section per standards and criteria provided by these two entities. BDI will generate a plan set using the established road alignment geometry to a level of detail necessary for the County to fully understand design intent using illustrative profiles, cross sections and anticipated environmental and/or wetland impact hatching. Design criteria such as Level of Service (LOS), design speed, railroad crossing requirements and conceptual drainage considerations will also be included. BDI will use roadway locations and lengths (provided by the County) to bypass the standard 30% submittal and move directly into a 60% design phase product for County review and approval.

The 60% roadway plans will include a key sheet, typical sections, general notes, drainage details, project layout, roadway plan, roadway profile, side street intersection plan and profiles, cross sections, intersection details, signalization details at US90 and Jericho Road, retention pond details (if necessary), identified utility locations and proposed turn lane plans. Drainage calculations (if needed) will be provided as well for County review. BDI will also generate an Opinion of Probable Construction Costs (OPCC) using FDOT average unit material costs and recent experience of actual contractor prices for similar and local projects.

Pre-application meetings will be held with regulatory agencies at this project stage to review potential environmental impacts and discuss permitting requirements. Conceptual plans will include general or specific conditions addressed as part of pre-application discussions with regulatory agencies.

Task 6 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 60% design plans in PDF format



- 60% OPCC in PDF format
- Distribution of 60% plans to identified utility owners for review and assessment

Task 7 - 90% Construction Documents

Construction documents will be completed to the 90% stage. Comments on the 60% submittal from the County, utility owners and the environmental consultant will be incorporated into the plans to finalize the roadway plan set and complete the permit submittal requirements. Construction details and technical specifications will be finalized for permit submittals.

Task 7 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 90% design plans in PDF format

Task 8 – Regulatory Permitting

It is anticipated that the majority of the proposed roadway improvements will qualify for a WMD “Dusty Road” exemption under Paragraph 62-330.051(4)(e), F.A.C.. BDI will make efforts to keep the proposed design within conforming limits of the exemption rule. In the event of areas where the proposed alignment deviates from the existing alignment (or result in wetland impacts), the WMD may require an ERP Permit. Wetland impacts may also result in the need for a US Army Corps of Engineers (USACE) Nationwide Permit (NWP). Should these environmental permits be necessary, BDI will complete permit application packets and coordinate with regulatory agencies as needed to obtain the necessary permits.

FDOT permitting will be required for connection to the adjoining state highway and the proposed turn lanes to serve Jericho Road. The existing railroad easement will require additional permitting efforts through the railway owner and coordination with FDOT (due to its close proximity to US 90 and plans to construct railway crossing and US 90 signalization).

Task 8 Deliverables:

- NFWMD Dusty Road exemption application w/ supporting drawings and calculations
- USACE Nationwide Permit application (as applicable)
- FDOT Access Connection Permit applications (as applicable)
- Railroad Crossing Permit
- Other regulatory permits (as required)

Task 9 - Final Construction Documents

Construction documents will be completed to the 100% stage. Comments from the County, FDOT and regulatory agencies will be incorporated into the plans in accordance with the specified permit requirements. Construction plans and technical specifications will be finalized for bidding activities. BDI will also update the 60% OPCC to adjust for final design elements and cost variance between the 60-100% design duration.



Task 9 Deliverables:

- One (1) bound signed and sealed set of 100% Final Design Plans in 11"x 17" format
- One (1) bound signed and sealed Project Manual in 8.5"x11" format
- One (1) CD, USB drive or email containing the following:
 - Digitally signed and sealed 100% Final Design Plans in PDF format
 - Digitally signed and sealed Project Manual in PDF format
 - Digital OPCC based upon 100% Final Design Plans in PDF format

Task 10 - Bidding Services

Bidding services will include front end document preparation assistance for the design, responses to bidder requests for information, attendance at a pre-solicitation meeting, bid opening attendance, bid tabulations and recommendations of award.

Submittal Schedule

Task 1 – Topographic Survey	45 Days from NTP
Task 2 – Geotechnical Investigation	45 Days from NTP
Task 3 – Florida Gulf & Atlantic/CSX Railroad Consultation	30 Days from NTP
Task 4 – FDOT Turn Lane Consultation/Coordination	30 Days from NTP
Task 5 – Environmental Investigation and Report	45 Days from NTP
Task 6 – Develop 60% Construction Plans	90 Days from Completion of Tasks 1/2
Task 7 – Develop 90% Construction Plans	45 Days from County Approval of Task 6
Task 8 – Permitting	Commencing upon Approval of Task 6
Task 9 – Final Construction Documents	60 Days from County Approval of Task 7
Task 10 – Bidding Services	30 Days from County Approval of Task 9

*Note: A proposal for **Construction Engineering and Inspection (CEI) Services** is not provided as part of this proposal, but can be provided upon request from the County.*

Anticipated Fee Schedule:

Topographic Survey	\$ 30,991.00
Florida Gulf & Atlantic/CSX Railroad Consultation	\$ 19,322.00
FDOT Turn Lane Consultation and Coordination (Mt Olive Road)	\$ 14,970.00
Construction Documents	\$ 224,524.00
Regulatory Permitting	\$ 15,994.00
Bidding/Specifications	\$ 7,692.00
Geotechnical Services	\$ 9,775.00
<u>Environmental Investigation</u>	<u>\$ 5,500.00</u>
Total Service Fee (Not to Exceed)	\$ 328,768.00



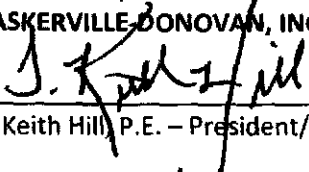
Note: Refer to detailed hourly breakdown spreadsheet included with this task order submittal.

The preceding fee schedule is based on anticipated hours to complete each task and the contract shall not exceed identified totals without prior written authorization from Okaloosa County. Additional tasks requested by the County not identified in this document will require a contract modification and the submittal of a supplemental task order by BDI for County review and approval.

Excluded Items:

- Regulatory Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- CEI Services
- Public Meetings (hourly service fees apply as requested by County)

Submitted By:
BASKERVILLE-DONOVAN, INC.


T. Keith Hill, P.E. – President/CEO

Date: 2/23/2022

Accepted By:
OKALOOSA COUNTY

Jason T. Autrey, P.E., C.P.M.
Digitally signed by Jason T. Autrey, P.E.,
C.P.M.
Date: 2022.02.23 08:55:16 -06'00'

Jason Autrey – County Public Works Director

Date: _____

L:\121 Okaloosa County\Shoal River Ranch Roadway and Railway Intersection Design

Okaloosa County, Florida

Project Data Collection Form

BCC Proposal Number | 2022-G442

(To Be Assigned by Grants Administration)

Email Submittal Date: | February 10, 2022

If a Department wishes to pursue a funding opportunity, complete Part A below and email to the Grants & RESTORE Manager.

Section 9 - Delegations of Authority for Grant Applications, Contracts and Amendment Approvals

For those applications/additional funding/amendments which are not required to be presented to the Board for approval, after legal approval the Board will receive notice of Intent to Sign a Grant Document, two business days prior to the County Administrator's approval unless the Director of the Office of Management and Budget approves an immediate submission due to an urgent matter. Notice of Intent for an application will contain the Project Data Collection Form and notice of Intent for additional funding/amendments will contain the unsigned document.

9.1 - Authority to Execute and Submit Grant Applications

9.1.1 - County Administrator - Approval to submit a grant application shall be delegated to the County Administrator if the grant is:

- a) An entitlement or competitive grant; and
- b) Is used for the same activity each year or to make a one-time purchase; and
- c) Does not require a cash match (can use in-kind).

9.1.2 - BOCC Chairman - The Chairman shall sign those grant applications that meet the criteria for the County Administrator delegation in section 9.1.1, but which also require the Chairman's signature for submittal.

9.1.3 - BOCC - The Board shall approve submittal of a grant application if the grant:

- a) Is an entitlement or competitive grant; and
- b) Creates a new program/service or adds staff; and/or
- c) Requires a cash match.

9.2 - Authority to Enter into Contracts

All grants will come before the BOCC for approval to accept and enter into contract.

9.3 - Authority to Accept Additional Funding/Amendments

9.3.1 - County Administrator - Approval to accept additional funding for an ongoing grant-funded program shall be delegated to the County Administrator if:

- a) The grant does not require an additional cash match (can use in-kind);
- b) The additional funding does not materially change the scope of the program.

9.3.2 - Chairman - The Chairman shall be authorized to sign grant contract amendments that meet the criteria in section 9.3.1. Once initially approved by BOCC in accordance with 9.2, the Chairman is authorized to sign any additional supporting documentation.

9.3.3 – BOCC - The Board shall approve grant contract amendments if the grant:

- a) Requires an additional cash match;
- b) Materially changes the scope of the program.

The grant associated with this Project Data Collection Form is subject to Section 9.1.3

Project Data Collection Form Part A (to be completed by department):

Project Information

By submitting this project proposal, the proposer certifies that the statements herein are true, complete and accurate to the best of his/her knowledge.

A.1 Department: Department submitting PDCF and completing the majority of the scope of work under the funding opportunity.

County Administrator's Office

A.2 Director of Department in A.1: As given on organizational chart.

Deputy County Administrator

A.3 Project BCC District(s): As applicable.

1

A.4 Proposer: Name and contact info (phone and e-mail) for the person submitting the project. This individual will become the Program Manager unless another employee is designated by the CAO.

Name: Sheila Fitzgerald Phone: (850) 689-5054 E-mail: sfitzgerald@myokaloosa.com

A.5 Project Name: As given by Department.

Shoal River Ranch Gigasite Critical Infrastructure

A.6 Project Description: (What, Where, Why) Give a brief summary of the project.

Okaloosa County is requesting a Florida Job Growth Grant Fund in the amount of \$3,217,188 (64.65% of the total project cost) to assist with site infrastructure needed to unlock the full potential of Florida's largest industrial megasite. Specific elements included within the overall \$4,976,150 project are Highway 90 intersection improvements, an FGA rail crossing, Phase 1 construction / paving of Jericho Road (primary access road), water/sewer line extensions and industrial park signage.

A.7 Okaloosa County Strategic Plan: Detail how the project advances one or more of the BCC's qualifying priorities. Need to Add List of BCC defined priorities or needs assessment

Public Safety Infrastructure Storm Water Water Quality

A.8 Lobbying: Is there lobbying activity related to this project? Explain and see SF-LLL requirements.

No Yes Explain This project was identified as a FY 2022 State Appropriations Project.

A.9 Project (Estimated) time frame: Start to end.

Start Date: 07/01/2022 **End Date:** 06/30/2025

A.10 Granting Agency name: As given in the funding opportunity announcement.

Florida Department of Economic Opportunity

A.11 Funding number: Catalog of Federal Domestic Assistance Number (CFDA) XX.XXX

AND/OR

Catalog of State Financial Assistance (CSFA) XX.XXX

A.12 Grant amount requested:

\$3,217,188

A.13 Match amount (cash or in-kind):

\$1,758,962 In-kind (ex: Co. Salaries/Wages/Benefits) Cash

A.14 Source of match: Give department number, account number and first fiscal year.

Department No. mult. Account No. mult. Beginning FY: 23

A.15 Granting Agency announcement of funding opportunity date:

TBD

A.16 Application submission due date:

Rolling

A.17 Based on the results of the Pre-application Risk Assessment, how does the department/division plan on mitigating areas of high risk?

This grant will be a large dollar amount which is typical of Water and Sewer or Public Works Infrastructure Projects. There also does not appear to be any training related to this program on the FDEO website. The County will use all resources available to mitigate these items including staff experienced with grant processes. Also, if FDEO does provide training to entities awarded these funds, then Okaloosa staff will attend the training.

PRE-APPLICATION RISK ASSESSMENT

Funding: Job Growth Grant Fund – Shoal River Ranch Giga Site Critical Infrastructure

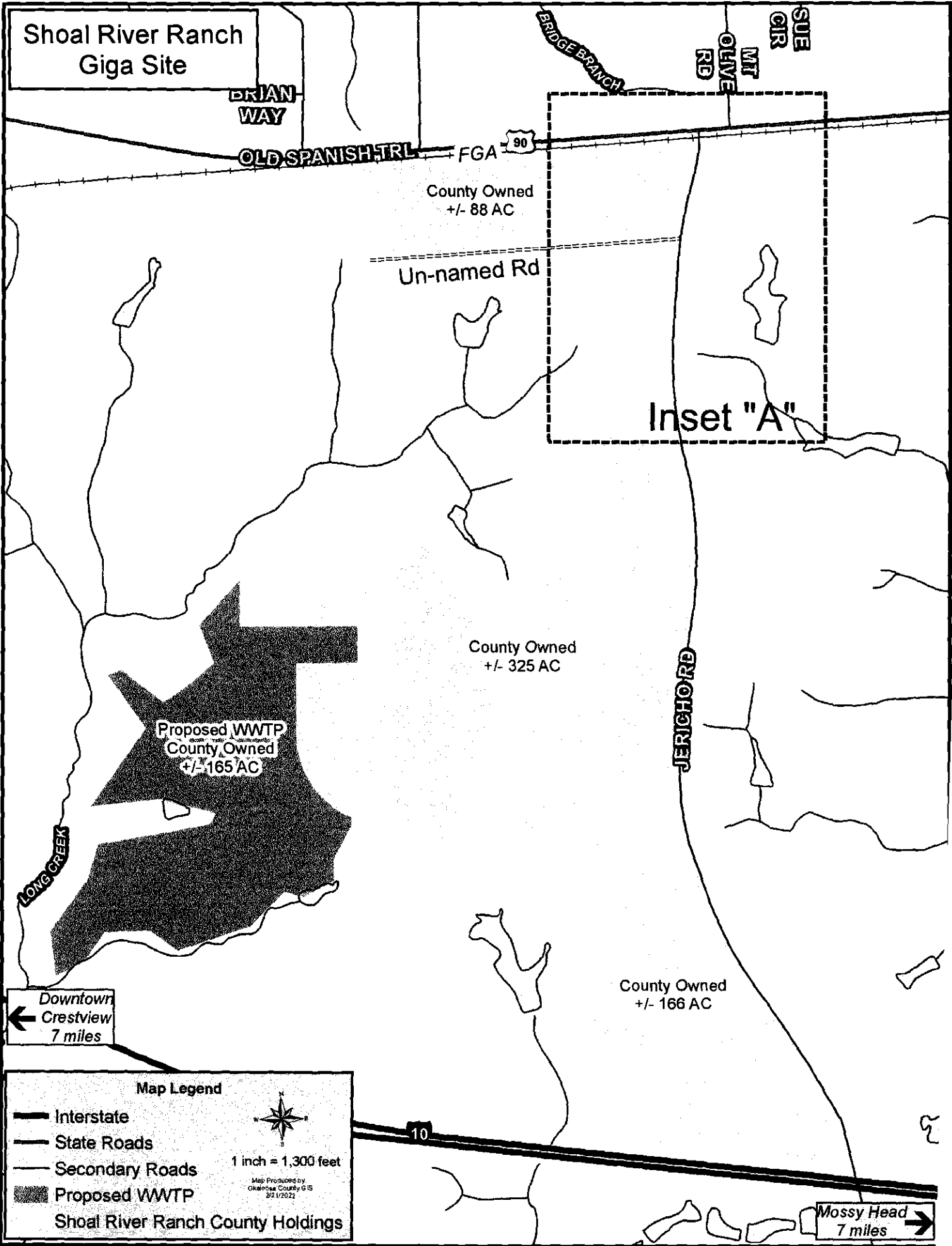
1. Does the funding opportunity align with the department's core mission and the County's strategic priorities? Yes No
2. Is the program/project sustainable without additional funding? Yes No
3. Will the department be able to fund potential long term operations and maintenance cost without budgetary increases? Yes No

	Risk #	Score
AREA 1: Dollar Amount of Project (Grant and Matching)		
\$0 - \$39,999.99	1	
\$40,000 - \$99,999.99	2	
\$100,000 - \$249,999.99	3	
\$250,000 or more	4	4
AREA 2: Prior Experience with Funding Program/Granting Agency		
> 10 years of experience	1	1
5 - 10 years of experience	2	
2 - 5 years of experience	3	
< 2 years of experience	4	
No past experience	5	
AREA 3: Project Complexity		
Not complex and easily understood	1	
Somewhat complex or technical in nature	3	3
Highly complex or technical	5	
AREA 4: Departmental Training		
Relevant general and program specific compliance training within last grant cycle.	1	
No relevant general and program specific compliance training within the past previous grant cycle.	3	
No relevant general and program specific compliance training.	5	5
AREA 5: Departmental Staffing Level		
Adequate level of staffing to assure proper oversight	1	1
Not an adequate level of staff to assure proper oversight	5	
AREA 6: Subaward		
Work will not involve a subaward	0	0
Work will involve a subaward to an experienced entity	1	
Work will involve a subaward to a new entity	4	
TOTAL RISK SCORE		14

Instructions: Add the risk value numbers and enter the total risk score above. Using the scoring system below, place an X in the appropriate box to identify the risk level.

RISK LEVEL Low 6 – 13 Medium 14 – 22 High 23 - 30

Prepared by: Sheila Fitzgerald for W&S



← Downtown Crestview 7 miles

Map Legend

- Interstate
- State Roads
- Secondary Roads
- Proposed WWTP
- Shoal River Ranch County Holdings

1 inch = 1,300 feet

Map Produced by
Okaloosa County GIS
02/1/2022

Mossy Head 7 miles →

Shoal River Ranch
Giga Site
Critical Infrastructure

Inset "A"

BRIDGE BRANCH

W POLYMER RD

90

OLD SPANISH TRL

FGA





County Owned
+/- 88 AC

Un-named Rd








JERICHO RD

County Owned
+/- 325 AC

Map Legend

-  Existing Fiber Conduit & Water/Sewer Mains
-  State Roads
-  Secondary Roads
-  Shoal River Ranch County Holdings

Proposed Critical Infrastructure

-  Turn Lanes (1)
-  Signalization (2)
-  RR Crossing Upgrades & Signalization (3)
-  4 Lane Paved Roadway (4)
-  2 Lane Paved Roadway (5, 6)
-  Entrance Hardscape/Signage (7)
-  Water/Sewer Mains & Fiber (8, 9)



1 inch = 400 feet

Map Produced by: Okaloosa County GIS
2/21/2022

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund SLT-0786 which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

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

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times

the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

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

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

year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

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

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

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

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

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):

Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):

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

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

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

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101.

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):

Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

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

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

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

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

DATE: 21 March 2022

SIGNATURE: 

COMPANY: Baskerville-Donovan, Inc.

NAME: T. Keith Hill

ADDRESS: 449 West Main St.
Pensacola, FL 32502

TITLE: President/CEO

E-MAIL: khill@baskervilledonovan.com

PHONE NO.: 850.438.9661

Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: 21 March 2022
SIGNATURE: 
COMPANY: Baskerville-Donovan, Inc.
NAME: T. Keith Hill
TITLE: President/CEO

Certificate of Non-Compliance with Buy America Requirements

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

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

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Entity Registration
Exclusions
Active Exclusions
Inactive Exclusions
Responsibility / Qualification

BASKERVILLE-DONOVAN, INC.

DUNS Unique Entity ID
052996360

SAM Unique Entity ID
MPXCPZRAJ433

CAGE/NCAGE
0G0T4

Registration Status *Expiration Date*

Active	Jul 20, 2022
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Purpose of Registration
All Awards

Physical Address
**449 W Main ST
Pensacola, Florida
32502-5591, United States**

Mailing Address
449 West Main Street

**Pensacola, Florida
32502-5591, United States**

*The DUNS number is currently the official Unique Entity ID

Version

Current Record

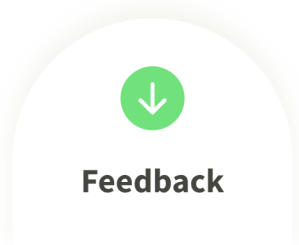
There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.



Our Website
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Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to

monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

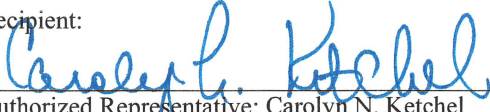
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Okaloosa County Board of County Commissioners 1250 North Eglin Parkway, Ste 102 Shalimar, Florida 32579-1296	DUNS Number: 613277649 Taxpayer Identification Number: 596000765 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:



Authorized Representative: Carolyn N. Ketchel
Title: Chairman, Board of County Commissioners
Date signed: May 11, 2021

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

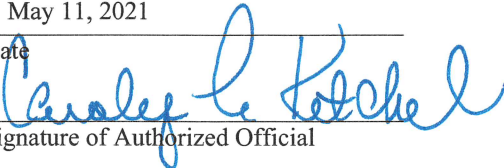
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Okaloosa County Board of County Commissioners
Recipient Carolyn N. Ketchel, Chairman

May 11, 2021

Date


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.