

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2024

Contract/Lease Control #: C24-3962-PW

Procurement#: RFQ PW 81-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: BARGE DESIGN SOLUTIONS, 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 Barge Design Solutions, Inc.**

Contract ID: C24-3962-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 Barge Design Solutions, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 600 Grand Blvd, Suite 203, Miramar Beach, FL 32550.

**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



## **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:	Kevin Kennory, PE
Title:	Vice President
Company:	Barge Design Solutions, Inc.
Address:	600 Grand Blvd. Suite 203 Miramar Beach, FL 32550
Telephone:	850.299.8121
Facsimile:	615.255.6572
E-Mail:	kevin.kennoy@bargedesign.com

13.3.1.3 Courtesy copy to:

<u>Contracts &amp; 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](mailto: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

**Barge Design Solutions, Inc.**

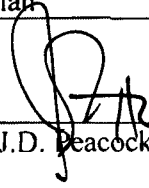
By:   
Paul Mixon

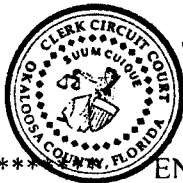


By: 

Title: Chairman

Title: Vice President

Attested:   
J.D. Peacock II, Clerk



Witness 1: 

Witness 2: 

\*\*\*\*\* END \*\*\*\*\*

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

Barge Design Solutions, Inc.

FULLY LOADED HOURLY BILLING RATES		
Classification	Rate through 9/30/2026	Rate for Period 10/1/2026 - 9/30/2027
<b>Barge Design Solutions, Inc. (Prime Consultant)</b>		
Architect	\$ 165.85	\$ 179.12
Architect Intern	\$ 117.70	\$ 127.12
CADD/Computer Technician	\$ 90.95	\$ 98.23
Chief Designer	\$ 155.15	\$ 167.56
Chief Engineer 1	\$ 203.30	\$ 219.56
Chief Engineer 2	\$ 214.00	\$ 231.12
Data Manager (Pre-Event)	\$ 208.65	\$ 225.34
Designer	\$ 133.75	\$ 144.45
Electrical Engineer	\$ 165.85	\$ 179.12
Engineer 1	\$ 160.50	\$ 173.34
Engineer 2	\$ 175.53	\$ 189.57
Engineering Intern	\$ 117.70	\$ 127.12
Engineering Technician	\$ 133.75	\$ 144.45
Environmental Specialist	\$ 133.75	\$ 144.45
GIS Specialist	\$ 117.70	\$ 127.12
Inspector	\$ 96.30	\$ 104.00
Interior Designer	\$ 133.75	\$ 144.45
Landscape Architect	\$ 165.85	\$ 179.12
Landscape Architect Intern	\$ 117.70	\$ 127.12
Landscape Designer/Landscape Planner	\$ 96.30	\$ 104.00
Mechanical Engineer	\$ 165.85	\$ 179.12
Office Manager/EEO/RCS	\$ 96.30	\$ 104.00
Principal Engineer	\$ 278.20	\$ 300.46
Project Architect	\$ 203.30	\$ 219.56
Project Landscape Architect	\$ 203.30	\$ 219.56
Project Manager 1	\$ 176.55	\$ 190.67
Project Manager 2	\$ 208.65	\$ 225.34
Project Manager 3	\$ 235.40	\$ 254.23
Scientist	\$ 117.70	\$ 127.12
Secretary/Clerical	\$ 85.60	\$ 92.45
Senior Architect	\$ 214.00	\$ 231.12
Senior Designer	\$ 155.15	\$ 167.56
Senior Electrical Engineer	\$ 214.00	\$ 231.12
Senior Engineer 1	\$ 214.00	\$ 231.12
Senior Engineer 2	\$ 235.40	\$ 254.23
Senior Engineering Technician	\$ 192.60	\$ 208.01
Senior Environmental Specialist	\$ 203.30	\$ 219.56
Senior Inspector	\$ 128.40	\$ 138.67
Senior Landscape Architect	\$ 214.00	\$ 231.12
Senior Mechanical Engineer	\$ 214.00	\$ 231.12
Senior Utility Coordinator	\$ 208.65	\$ 225.34
Technician Aid	\$ 96.30	\$ 104.00
Utility Coordinator	\$ 181.90	\$ 196.45
Chief Utility Coordinator	\$ 192.60	\$ 208.01
Land Planner	\$ 172.70	\$ 186.52
Planner	\$ 123.35	\$ 133.22
Project Planner	\$ 172.70	\$ 186.52
Senior Planner	\$ 207.98	\$ 224.62
Chief Planner	\$ 254.16	\$ 274.49



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

Barge Design Solutions, Inc.

FULLY LOADED HOURLY BILLING RATES			
Classification	Rate through 9/30/2026		Rate for Period 10/1/2026 - 9/30/2027
<b>Subconsultant: Panhandle Engineering &amp; Construction, Inc. (Roadway Design and Traffic Signal Design Support)</b>			
Engineering Intern	\$	149.18	\$ 150.23
Engineer 1	\$	174.69	\$ 175.92
Engineer 2	\$	255.18	\$ 256.96
Senior Engineer 1	\$	238.17	\$ 239.84
Designer	\$	86.36	\$ 86.97
Engineering Technician	\$	93.24	\$ 93.89
<b>Subconsultant: AE Engineering, Inc. (CE&amp;I Services Support)</b>			
CEI Assist Proj Admin/Project Engineer	\$	135.30	\$ 157.30
CEI Assist Contract Support Spec	\$	99.00	\$ 115.50
CEI Associate Res Compliance Specialist	\$	70.40	\$ 82.50
CEI Bridge Paint/Repair Inspect(SSR/LA)	\$	105.60	\$ 122.10
CEI Bridge Paint/Repair Proj Admin(SSR/LA)	\$	158.40	\$ 183.70
CEI Bridge Paint/Repair Sen Inspect(SSR/LA)	\$	128.70	\$ 149.60
CEI Building Inspector/Electrical	\$	165.00	\$ 191.40
CEI Consultant Engineer	\$	250.80	\$ 291.50
CEI Contract Support Specialist	\$	122.10	\$ 141.90
CEI Inspector	\$	85.80	\$ 100.10
CEI Engineer Intern	\$	122.10	\$ 141.90
CEI Inspector's Aide	\$	63.80	\$ 73.70
CEI ITS Inspector	\$	99.00	\$ 115.50
CEI Landscape Inspector	\$	99.00	\$ 115.50
CEI Project Admin/CEI Project Engineer	\$	194.70	\$ 226.60
CEI Project Admin/CEI Project Eng(CC2)	\$	194.70	\$ 226.60
CEI Res Compliance Specialist	\$	95.70	\$ 110.00
CEI Scheduler	\$	171.60	\$ 200.20
CEI Secretary/Clerk Typist	\$	82.50	\$ 95.70
CEI Senior Inspector - Bldg Struct.	\$	138.60	\$ 161.70
CEI Senior Inspector	\$	112.20	\$ 130.90
CEI Senior Engineer Intern	\$	112.20	\$ 130.90
CEI Senior Inspector (CC2)	\$	125.40	\$ 146.30
CEI Senior ITS Inspector	\$	118.80	\$ 138.60
CEI Senior Landscape Inspector	\$	112.20	\$ 130.90
CEI Senior Project Engineer	\$	270.60	\$ 314.60
<b>Subconsultant: Southeastern Surveying and Mapping Corp. (Survey and Mapping Services)</b>			
SUR Chief Surveyor	\$	340.03	\$ 371.57
SUR Senior Surveyor 1	\$	239.04	\$ 261.20
SUR SUE Technician 1	\$	68.72	\$ 75.08
SUR SUE Technician 2	\$	92.05	\$ 100.57
SUR SUE Technician 3	\$	101.24	\$ 110.66
SUR Rod Person	\$	70.42	\$ 76.96
SUR Instrument Operator	\$	95.00	\$ 103.81
SUR Crew Chief	\$	112.46	\$ 122.87
<b>Subconsultant: Wiregrass Archaeology (Cultural Resource Assessment Services)</b>			
Archaeologist	\$	68.34	\$ 75.35
Chief Archaeologist	\$	124.86	\$ 137.65
Senior Archaeologist	\$	103.15	\$ 113.72

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

Barge Design Solutions, Inc.

FULLY LOADED HOURLY BILLING RATES			
Classification	Rate through 9/30/2026		Rate for Period 10/1/2026 - 9/30/2027
<b>Subconsultant: Cummins and Cederberg (Coastal Engineering and Grant Assistance Support Services)</b>			
Chief Engineer 1	\$	232.71	\$ 261.91
Chief Scientist	\$	269.92	\$ 303.80
Engineer 1	\$	251.30	\$ 282.83
Engineer 2	\$	251.30	\$ 282.83
Engineering Intern	\$	169.40	\$ 190.66
Engineering Technician	\$	148.92	\$ 167.61
Environmental Specialist	\$	152.64	\$ 171.79
GIS Specialist	\$	139.62	\$ 157.15
Senior Engineer 1	\$	335.08	\$ 377.14
Senior Environmental Specialist	\$	152.64	\$ 171.79
Senior Scientist	\$	242.00	\$ 272.37
<b>Subconsultant: Nova Engineering and Environmental, LLC (Geotechnical and Testing Services)</b>			
Engineer 1	\$	170.87	\$ 172.38
Senior Archaeologist	\$	159.23	\$ 160.63
MAT Senior Engineering Technician	\$	112.56	\$ 113.55
Environmental Specialist	\$	82.53	\$ 83.26
MAT Chief Engineer	\$	249.13	\$ 251.32
Structure Coating Inspector	\$	118.62	\$ 119.66
MAT Senior Asphalt Plant Inspector	\$	96.77	\$ 97.62
<b>Standard Rates for Direct Expenses</b>			
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: 




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**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 Barge Design Solutions, Inc.

MAILING ADDRESS 600 Grand Boulevard, Suite 203

CITY, STATE, ZIP Miramar Beach, Florida 32550

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 62-0525827

TELEPHONE NUMBER: 850-299-8121 EXT: N/A FAX: 615-255-6572

EMAIL: kevin.kennoy@bargedesign.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: 

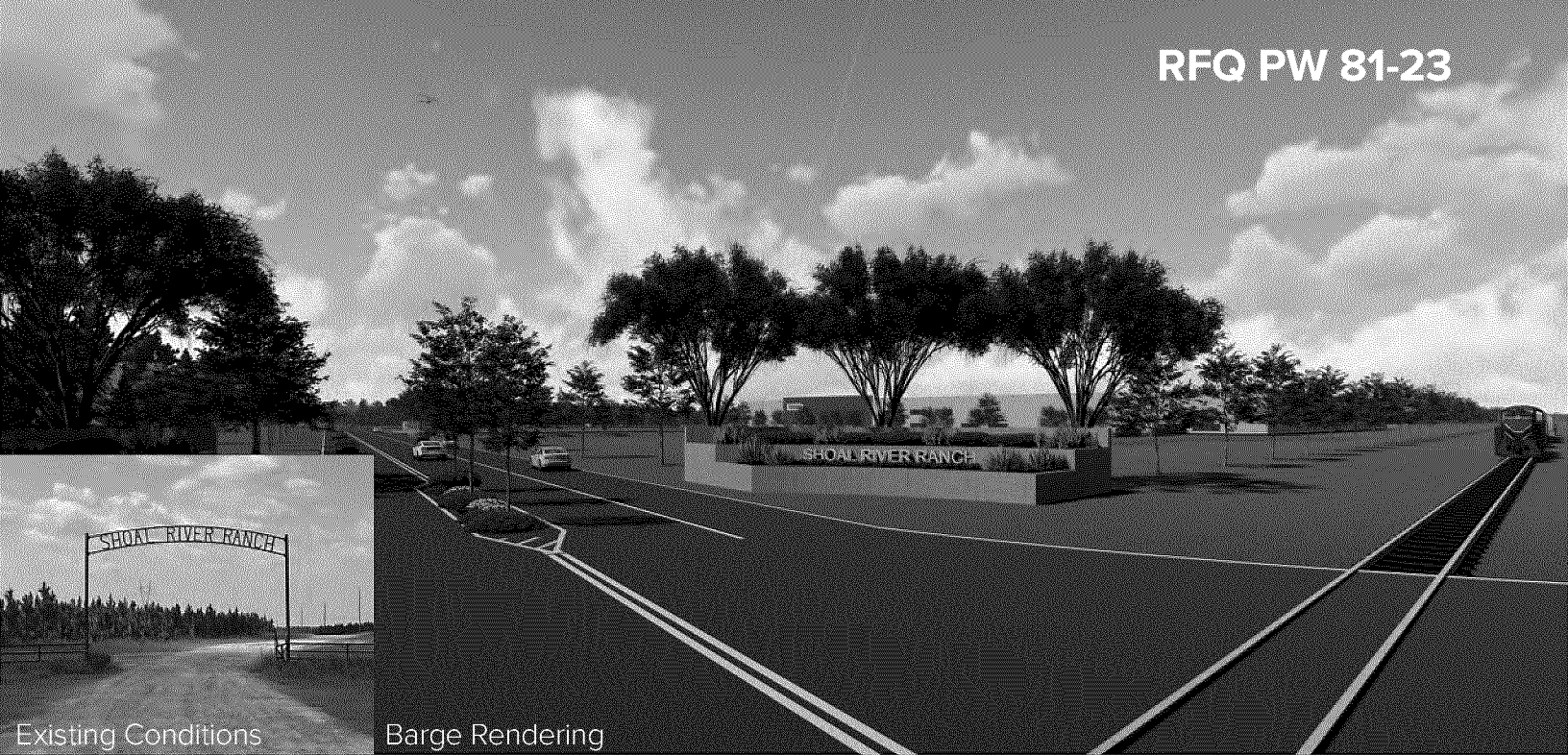
PRINTED NAME: Kevin Kennoy, PE

TITLE: Vice President

DATE: November 30, 2023

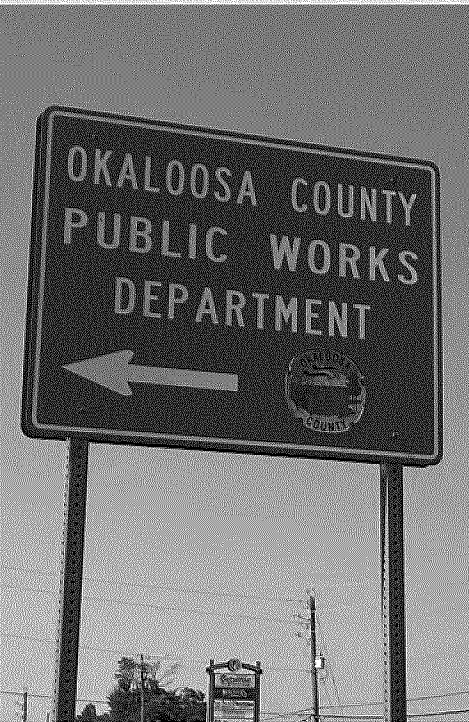
RESPONSE DOCUMENT #1: REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ PW 81-23



Existing Conditions

Barge Rendering



# General Engineering and Professional Services

Okaloosa County Public Works

Okaloosa County, Florida

November 30, 2023

**STATEMENT OF QUALIFICATIONS**

**BARGE**  
DESIGN SOLUTIONS.

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# 1. Letter of Interest

November 30, 2023

Okaloosa County Board of County Commissioners  
Amber Hammonds, Contract & Lease Coordinator

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

Members of the Selection Committee:

The Okaloosa County Board of County Commissioners (BCC) seeks a firm to provide a broad range of professional services under a continuing contract. At Barge Design Solutions (Barge) we understand the importance of having a team with the ability to provide a variety of surveying, planning, and engineering design for the types of projects that the County expects to implement in the near future. Barge has provided similar services to local municipalities throughout the Southeast for 68 years. Our in-house specialists offer multidisciplinary capabilities enabling us to tackle projects of any complexity with efficiency and innovation. Moreover, our established network of local subconsultants brings invaluable experience in the region, bolstering our ability to achieve successful and punctual delivery of all assigned task orders.



**Local  
Principal-in-Charge  
Kevin Kennoy, PE**

- 31 years of municipal experience
- Corporate Investor of One Okaloosa EDC
- Principal-in-Charge for eight Continuing Professional Services contracts in Okaloosa, Walton and Bay Counties.

“ This contract will be managed locally from our Miramar Beach office located in the Grand Boulevard/Sandestin Development, only **48 minutes away** from the County’s Public Works and Administrative offices. As Principal-in-Charge, I will serve as your direct contact and assign the appropriate project manager to each task. I will work locally with the project team to meet the expectations of the County, including the commitment of resources and achieving schedule milestones. I have signature authority for any master contract agreement and subsequent task orders.

### Lead Office/Contact Information:

600 Grand Blvd., Suite 203  
Miramar Beach, FL 32550  
850-333-0199  
kevin.kennoy@bargedesign.com

Barge began working in the Florida Panhandle in October 2018, assisting the FlaWarn agency in Hurricane Michael recovery efforts in Bay County. Since that time, Barge has developed an extensive portfolio of experience with task order contracts for municipal clients in the Panhandle. We hold eight similar agreements as the one the County is seeking with Walton County BCC, City of DeFuniak Springs, City of Panama City (two), City of Mary Esther, Bay County BCC, City of Crestview, and South Walton Utilities. Key projects through these contracts and other projects for similarly sized municipalities cover the spectrum of services, including civil engineering; traffic and transportation studies and design; parks and recreation planning and design; and the full range of utilities, including water, wastewater, and stormwater. In a short amount of time, Barge has designed over \$100 million of infrastructure projects in the Panhandle – **on time and on budget.**

To provide an even deeper bench of capabilities, our team is augmented by our Florida-based subconsultants: Panhandle Engineering & Construction (PECS), Cummins Cederberg, NOVA, Southeastern Surveying and Mapping Corporation, AE Engineering, and Wiregrass Archaeological Consulting.

As you will see in our response, Barge is already fully invested in Okaloosa County with involvement with key economic development projects estimated at over \$300 million in economic impacts to the region, including the newly announced Central Maloney project at Shoal River Ranch and Fort Walton Beach Medical Center. We are excited about the prospect of working with the Okaloosa County BCC on shaping a better future for the community. Through our proven track record, unwavering dedication, and forward-thinking approach, we are confident in our ability to exceed expectations and deliver outstanding results for every project we undertake. If you need additional information or have any questions, please feel free to contact me at 850-333-0199 or kevin.kennoy@bargedesign.com.

Sincerely,

Kevin Kennoy, PE, Vice President, Principal-in-Charge



## 2. Past Record

Since 2018, Barge has successfully acquired **multiple Continuing Professional Services Contracts** with municipalities in Okaloosa, Bay, and Walton Counties. With that extensive experience, Barge has already completed and continues to operate under task orders ranging from \$10,000 to \$500,000 **on time and within budget.**

### Why Barge

**Proven Track Record:** With an unwavering commitment to excellence, Barge brings the right qualifications, capabilities, and extensive project experience, positioning us as the ideal partner to successfully deliver quality engineering and professional services for Okaloosa County. Over our 68-year history, we have consistently provided exceptional planning, design, and construction administration services throughout the Southeastern United States.

**Tailored Solutions for Public Infrastructure Challenges:** We understand the unique technical challenges of operating and maintaining public infrastructure in today's rapidly evolving environment. Barge thrives on collaborating closely with clients, offering innovative and practical solutions to overcome these challenges effectively. Our forward-thinking approach will equip your projects to meet the demands of the future.

**Local Presence and Regional Expertise:** As evidenced by our ongoing projects in Okaloosa County for clients like Fort Walton Beach Medical Center, City of Mary Esther, City of Crestview, and One Okaloosa Economic Development Council (EDC), Barge is deeply committed to making a positive impact within the community. Our extensive experience throughout the region equips us with a profound understanding of the area's unique needs, allowing us to tailor our services specifically to meet your requirements.

**Proven Success in Similar Projects:** Barge boasts a rich portfolio of successfully completed projects similar to those envisioned for Okaloosa County. Our diverse range of experiences provides us with the expertise needed to navigate the complexities of various projects seamlessly.

### Highlighted Similar Projects

The following pages highlight five examples of projects performed by our team in the past three years. These include:

1. FDOT SR 8 (I-10) Resurfacing and Guidy Lane Bridge Replacement, Escambia County, Florida
2. Memorial Parkway, Huntsville, Alabama
3. Millville Area Infrastructure Improvements, Panama City, Florida
4. FDOT State Road 20 Resurfacing, Bay County, Florida
5. Southport Sports Complex, Bay County, Florida



## Florida Department of Transportation SR 8 (I-10) Resurfacing and Guidy Lane Bridge Replacement ESCAMBIA COUNTY, FLORIDA



### Key Features

- I-10 is a designated Strategic Intermodal System Route carrying 74,000 vehicle per day.
- Two interchanges were located within the project limits at I-110 and SR 291.

### Relevant Project Scope

- Roadway design
- Stormwater design
- Traffic safety



### Project Dates

Design ongoing

### Team Members and Scope Provided

Kevin Kennoy - Principal-in-Charge  
 Nathan Hayden - Project Manager  
 David Newton - Roadway Engineering  
 Drew Geisel - Roadway Engineering

### Standards that Governed the Project

FDOT Standards including Resurfacing Plans, Evaluation of Existing Drainage systems, Evaluation of Existing Guardrail, and Safety Improvements

### Environmental Permitting Required

Northwest Florida Water Management District (NWFLWMD) and US Army Corps of Engineers (USACE)

### Grant Funding Secured and/or Managed by the Team

Not applicable

Barge is providing design and permitting services for resurfacing a 2-mile section of road on I-10 in Pensacola, including SR 291 and the I-110 interchanges. Barge will also design a single-span concrete bridge to replace the structurally deficient timber bridge on Guidy Lane in Pensacola.

Barge is providing design and/or oversight of all project components, including:

- Minor roadway design
- Minor bridge design-concrete
- Surveying
- Geotechnical
- Environmental analysis and permitting



## Alabama Department of Transportation

### *Memorial Parkway*

#### HUNTSVILLE, ALABAMA



Barge provided design of an urban interchange on Memorial Parkway at Mastin Lake Road. The project included adding approximately 3,500 feet of frontage roads and slip ramps on northbound and southbound Memorial Parkway. Memorial Parkway will have four thru lanes with auxiliary lanes, and the frontage roads have two lanes in each direction.

Additionally, access management improvements were included in the project. The project also involved design of a dedicated median opening and traffic signal for a City of Huntsville fire station and an access road for the Huntsville Police Department North Precinct. Sidewalks were added to the frontage roads.

The scope of services included the corridor study, field survey, and preliminary design. Services included geometric layout, drainage design, interchange layout and grading, traffic control plans, panel sign design, erosion control plans, Inroads modeling, and establishing required right-of-way limits. Roadway plans included hydraulic design in compliance with local, FHWA, and FEMA requirements.

Topographic quad maps showed drainage outfalls and other data required for the stormwater permit. Barge prepared an erosion control and sedimentation prevention plan, including structural controls.

### Key Features

- Used comprehensive technology to design, analyze, and correct pavement drainage deficiencies to minimize potential high hydroplane situations, with particular attention to transition sections and vertical curves.
- Determined the best location and route for bicycle lanes through the corridor to optimize rider safety and convenience.
- Floodplain studies included risk assessment and risk analysis.
- The mainline and frontage roads were let as one contract. ALDOT has let each as separate contracts on all other Memorial Parkway segments.

### Relevant Project Scope

- Roadway design
- Stormwater design
- Traffic safety

### Project Dates

Design complete 2023; Currently under construction

### Team Members and Scope Provided

David Newton - Roadway Engineering

### Standards that Governed the Project

Local, Federal Highway Administration (FHWA), and Federal Emergency Management Agency (FEMA) Requirements; ALDOT Drainage Manual; Manual on Uniform Traffic Control Devices (MUTCD); and Alabama Soil and Water Conservation Committee's Handbook

### Environmental Permitting Required

CBMPP and Stormwater Permit

### Grant Funding Secured and/or Managed by the Team

Not applicable

## City of Panama City

### *Millville Area Infrastructure Improvements*

PANAMA CITY, FLORIDA



Barge was selected by the City of Panama City to be one of 12 engineering firms to provide ongoing water, wastewater, stormwater, and roadway improvements to various areas across Panama City that were damaged by Hurricane Michael. The projects were funded by CDBG-DR grant funds and were organized into multiple work groups to be done in multiple phases over several years.

Barge's first assignment was in the Millville Area C. This project consists of rehabilitation and replacement of 5,300 linear feet of 8-inch PVC water main, 4,500 linear feet of 8-inch PVC gravity sewer main, 280 linear feet of 24/36-inch RCP culvert pipe, 1,000 linear feet of new sidewalk, and 13,600 square yards of resurfaced paving. The estimated construction cost is \$5.7 million.

Barge was tasked to perform preliminary engineering, surveying, geotechnical, bid-ready plans, and permitting services.

#### Key Features

- Provided plan drawings and technical specifications using the latest Panama City Standard Drawing details and Project Management Office (PMO) approved specification/contract documents
- Utilized SUE and CCTV technology to accurately design sewer system and recommend cost-effective rehab options
- Effectively communicated with PMO review staff for timely delivery of project milestone deliverables
- Delivered detailed sidewalk designs that met ADA requirements and complied with the City's Complete Streets initiative

#### Relevant Project Scope

- Roadway design
- Stormwater design
- Traffic safety

#### Project Dates

Design complete 2023; Currently under construction

#### Team Members and Scope Provided

Kevin Kenroy - Principal-in-Charge  
 David Newton - Roadway Engineering  
 Hayden Brown - Water Infrastructure Engineering  
 Drew Geisel - Transportation Engineering

#### Standards that Governed the Project

Florida Department of Transportation; Florida Department of Environmental Protection; City of Panama City Public Works Department; City of Panama City Utilities Department

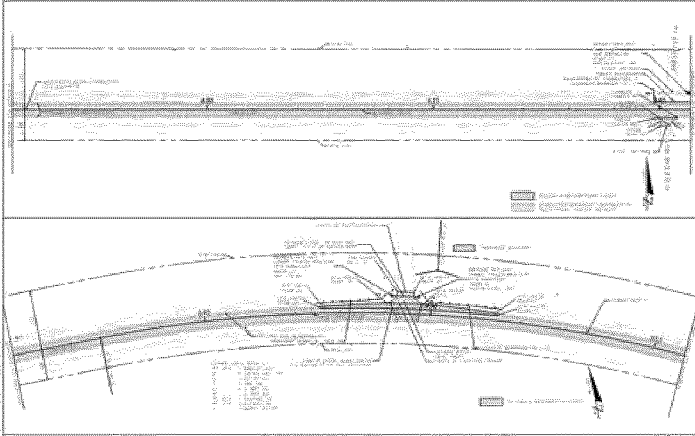
#### Environmental Permitting Required

Florida Department of Environmental Protection  
 Northwest Florida Water Management District  
 US Army Corps of Engineers

#### Grant Funding Secured and/or Managed by the Team

Community Development Block Grant Disaster Recovery (CDBG-DR)

## Florida Department of Transportation, District Three State Road 20 Resurfacing BAY COUNTY, FLORIDA



Completed by PECS, this project involved the resurfacing, restoration, and rehabilitation of SR 20 from the Washington County line to the SR 77 intersection in Bay County, Florida.

The project team provided roadway analysis for all roadway elements, safety features, traffic systems, drainage facilities, and ITS components for the project.

Roadway reconstruction was designed for several deficient areas and drainage facilities updated to provide extended service life. The project included minor roadway widening and cross slope correction to provide safety mitigation against identified crash trends.

### Key Features

- Saved over \$2 million in construction for 7.1 miles of resurfacing.
- Cross slope correction for deficient slopes.
- Widened for a truck apron turnout to resolve longstanding sediment transport issues.

### Relevant Project Scope

- Roadway design
- Stormwater design
- Traffic safety

### Project Dates

Design complete 2021; Construction complete 2023

### Team Members and Scope Provided

John Fielding - Roadway Engineering

### Standards that Governed the Project

FDOT Design Manual, MUTCD

### Environmental Permitting Required

Minor Permitting for Wetland Impacts, Florida Department of Environmental Protection (FDEP) General Permits

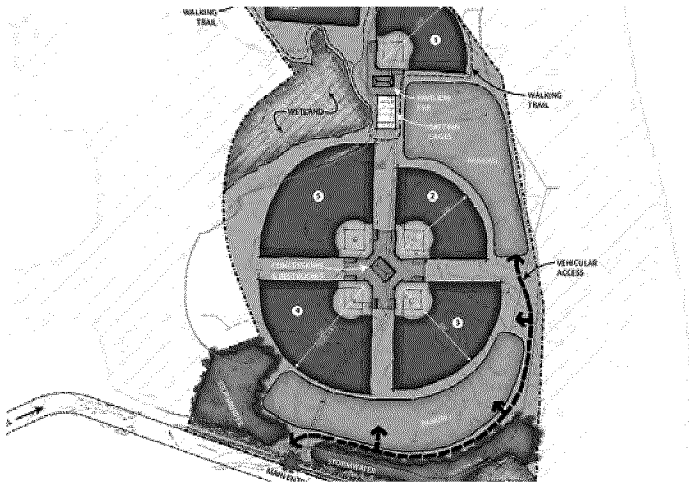
### Grant Funding Secured and/or Managed by the Team

Not applicable

## Bay County Board of Commissioners

### Southport Sports Complex

BAY COUNTY, FLORIDA



Barge assisted Bay County with master planning, design, and construction administration services for a new sports complex with associated support structures to include six ballfields, a multi-use field, playground, walking track, concession area, and a roadway that ties into Highway 77. The park is located in Southport in the Unincorporated County on a 30-acre greenfield site and will support the development of youth sports in the area. Design included site development, stormwater engineering, environmental support, roadway design/traffic engineering, surveying, and architecture.

Roadway design included a new right turn lane and entrance connecting to SR 77 at an existing crossover, along with all required coordination and permitting with FDOT.

The team performed wetland and other waters delineation survey and gathered geological data to create project maps and identify where jurisdictional waters were located so they could be avoided during design. Also, during the environmental assessment review of the project area, federal and state rare, threatened, and endangered species were analyzed for potential development design issues. The assessment identified small populations of crimson pitcherplant, a Florida endangered species, in one of the wetland ecosystems. The preparation of an Ecological Assessment study and accompanying report was also included. The topics reviewed

#### Key Features

- Construction of the \$11 million sports complex will increase the County's capacity to provide youth sports
- Multidisciplinary project, including civil, roadway, stormwater, water/wastewater, environmental, and landscape architecture

#### Relevant Project Scope

- Roadway design
- Stormwater design
- Traffic engineering
- CEI

#### Project Dates

Design complete 2023; Currently under construction

#### Team Members and Scope Provided

Kevin Kennoy - Principal-in-Charge  
 Nathan Hayden - Construction Manager  
 Michael Lynch - Civil Engineering  
 David Newton - Roadway Engineering  
 Hayden Brown - Water Infrastructure Engineering

#### Standards that Governed the Project

Bay County Development Order Regulations  
 Bay County Utility Services Department  
 Florida Department of Environmental Protection  
 Northwest Florida Water Management District  
 US Army Corps of Engineers  
 Society of Historic Preservation Office

#### Environmental Permitting Required

Minor Permitting for Wetland Impacts, Florida  
 Department of Environmental Protection (FDEP)  
 General Permits

#### Grant Funding Secured and/or Managed by the Team

Florida Department of Environmental Protection

and applicable to the project included ambient air quality, wetlands and waterways, groundwater resources, state and federally listed species, flood zones and floodplains, potable water supply, cultural resources, habitat conservation areas, and designated ecosystem management areas. The report was prepared in accordance with the Bay County Land Development Regulations.

## Summary of Experience

The Barge team's experience includes projects highly relevant to the County's needs. In addition to the projects highlighted above, the table below summarizes our team's relevant experience on similar projects.

Project	Design Services	Stormwater	Safety Improvements	Traffic Control	Resurfacing	Widening	Municipal ROW Construction	Geotechnical Services	FDEP/NWFWMD/Environmental Permitting
FDOT SR 8 (I-10) Resurfacing and Guidy Lane Bridge Replacement, Escambia County, FL	✓	✓	✓	✓	✓			✓	
Memorial Parkway, Huntsville, AL	✓	✓	✓	✓					
Millville Area Infrastructure Improvements, Panama City, FL	✓	✓	✓	✓	✓				
Area D-14 Infrastructure Improvements, Panama City, FL	✓	✓			✓				
Southport Sports Complex, Bay County, FL	✓	✓						✓	✓
Oak Mountain State Park Road Improvements, Pelham, AL	✓		✓	✓	✓	✓	✓	✓	
Intersection Improvements SR 70/CR 26, Shelby County, AL	✓		✓	✓	✓	✓		✓	
Woodley Road Resurfacing, Montgomery, AL	✓		✓		✓				
Andrews Avenue Roadway Resurfacing, Fort Rucker, AL	✓		✓	✓					✓
Dickerson Pike Roadway Improvements, Nashville, TN	✓						✓		
Central Business District Surface Streets, Jefferson County, AL	✓			✓				✓	
Ann Street Roadway Improvements, Montgomery, AL	✓		✓	✓	✓	✓	✓	✓	
Old Madison Pike Roadway Improvements, Huntsville, AL	✓		✓	✓	✓	✓	✓	✓	
Westgate Parkway Resurfacing, Dothan, AL	✓						✓		
Montevallo Streetscape Improvements, Montevallo, AL	✓		✓	✓	✓			✓	

# 3. Firm's Qualification



Barge provides a responsive, Florida-based team of resources, including project management, civil and transportation engineers, utilities designers, scientists, and construction engineering and inspection (CEI) staff.

## Prime Firm Overview

Since our founding in 1955, **Barge Design Solutions (Barge)** has been at the forefront of delivering cost-effective, quality solutions that transcend the boundaries of possibility. As an employee-owned company, our passion for excellence is ingrained in every project we undertake, making us a force to be reckoned with. Our dedication to our craft has been recognized, and we proudly stand at #169 on ENR's prestigious 2023 list of Top 500 Design Firms.

At Barge, our diverse team comprises a stellar ensemble of engineers, architects, interior designers, landscape architects, environmental scientists, planners, surveyors, and CADD and GIS specialists. This multidisciplinary approach allows us to push the boundaries of innovation, turning the abstract into reality, and breathing life into the communities we serve.

Barge has worked in Okaloosa, Walton, and Bay Counties on multiple projects, including City of Mary Esther Continuing Services, City of Crestview Task Order Contracts, Fort Walton-Destin Hospital Expansion, the Shoal River Ranch GigaSite, South Walton Utility Headworks Improvements, Bay County Transmitter Road Force Main Improvements, Bay County Southport Sports Complex, Bay County Water/Wastewater Hydraulic Modeling Analysis/Master Plan, and Bay County Water Treatment Plant Operations Building Improvements.

Our clients are more than just project partners; they are the heartbeat of our success. Many of these relationships have flourished for over 25 years because we understand that being efficient, responsive, cost-conscious, and schedule-conscious is our primary responsibility. We thrive on delivering beyond expectations, cementing our position as trusted advisors.

**500+**  
**EMPLOYEES**  
**FIRM WIDE**

.....

**68+**  
**YEARS IN**  
**BUSINESS**

- |                       |                |
|-----------------------|----------------|
| <b>FLORIDA</b>        | <b>ALABAMA</b> |
| Miramar Beach         | Birmingham     |
| Panama City           | Dothan         |
| Gainesville           | Huntsville     |
| <b>TENNESSEE</b>      | <b>GEORGIA</b> |
| Nashville             | Atlanta        |
| Knoxville             | Columbus       |
| Chattanooga           | Gwinnett       |
| Memphis               | County         |
| Kingsport             | Savannah       |
| <b>SOUTH CAROLINA</b> | <b>OHIO</b>    |
| Greenville            | Dayton         |
|                       | Cincinnati     |

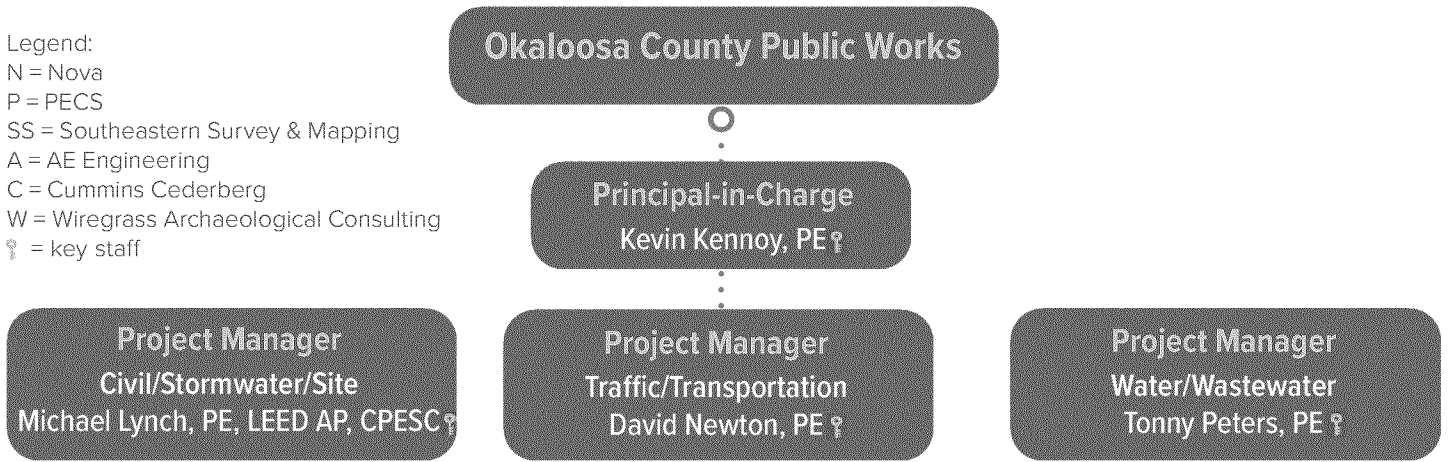


**The Barge team stands ready to assist Okaloosa County** in your engineering and professional service needs, building on our experience already gained in your backyard.

# Proposed Project Team Organization

**Legend:**

- N = Nova
- P = PECS
- SS = Southeastern Survey & Mapping
- A = AE Engineering
- C = Cummins Cederberg
- W = Wiregrass Archaeological Consulting
- 🔑 = key staff



**Civil Engineering**  
 Michael Lynch, PE, LEED AP, CPESC 🔑  
**Civil Engineering Lead**  
 Steve Provost, PLA, ASLA, LEED AP, NCI 🔑  
**Landscape Architecture Lead**  
 John Brown, ASLA  
**Park Planner**  
 Kathryn Withers, AICP, NCI  
**Planner**  
 Cherie Akers, AICP  
**Planner**  
 John Fish, ASLA  
**Urban Planner**

**Architecture**  
 Kerry Osborne, AIA

**Solid Waste**  
 Sarah Battaglia, MA, RPA (N)

**Transportation/  
 Traffic Engineering  
 and Planning**  
 David Newton, PE 🔑  
**Transportation  
 Engineering Lead**  
 John Fielding, PE, PTOE, RSP (P) 🔑  
**Traffic Engineer**  
 Drew Geisel, PE 🔑  
**Roadway Engineering  
 Lead**  
 Kevin McAlister, PE 🔑  
**Bridge Lead**  
 RaeAnna Hopkins  
**Roadway Design**

**Surveying**  
 Tony Syfrett, PSM (SS)  
**Survey Lead**  
 Josh Everett, PSM  
**Survey**

**Coastal Engineering**  
 Leonard Barrera Allen, PE,  
 WEDG, ENV SP, CFM (C)

**City Utilities**  
 Tony Peters, PE 🔑  
**Water/Sewer  
 Engineering Lead**  
 Paul Bizier, PE  
**Wastewater Treatment/  
 Reuse**  
 Hayden Brown, PE  
**Pipeline Design Support**  
 Hatem El-Sayegh, PE,  
 PhD  
**Lead Sewer Modeler**  
 Clay Zielinski  
**Lead Water Modeler**

**Geotechnical  
 Engineering**  
 Jesse James, PE (N)

**Environmental**  
 Kevin Easton, PWS 🔑  
**Environmental/Wetlands/  
 Tortoise Specialist**  
 Justin Stickler, RPA (W)  
**Cultural Resource  
 Assessment**

**Stormwater  
 Engineering**  
 Michael Lynch, PE, LEED AP, CPESC 🔑  
**Stormwater Lead**  
 David King, PE, CFM  
**Stormwater Planning  
 and Modeling**  
 Adrian Ward, PE, CFM,  
 CPSEC  
**Stormwater Engineer**  
 Jeff Cundiff, LEED AP  
**Water Quality Design**  
 Michael Lynch, PE, LEED AP, CPESC 🔑  
**Permitting**




**CEI**  
 Nathan Hayden, PE, CCM  
**Construction Engineer**  
 Edmond Hill 🔑  
**Roadway & Utilities RPR**  
 David Cook (A)  
**Roadway RPR**

## Key Team Members




Resumes for our key team members are included below.

Name and Role	Team Member Qualifications
<p><b>Kevin Kennoy, PE</b> <b>Principal-in-Charge</b></p>  <p>31 years of experience</p> <p><b>Education</b> Bachelor of Science, Civil Engineering, Auburn University, 1992</p> <p><b>Professional Registrations</b> Professional Engineer in FL, AL, GA, KY, TN</p>	<ul style="list-style-type: none"> <li>• Experience includes water, wastewater, parks, facilities, and transportation projects, including working with various municipalities in the Florida Panhandle for almost 20 years.</li> <li>• Currently serving as Principal-in-Charge for eight continuing professional engineering services contracts in Okaloosa, Bay, and Walton Counties.</li> <li>• As a coprorate investor with One Okaloosa EDC since 2020, has worked closely with Nathan Sparks to develop a vision for Shoal River Ranch Gigasite, including development of building fit scenarios, utilities analysis, and 3D renderings.</li> </ul>
<p><b>Michael Lynch, PE,</b> <b>CPESC, LEED AP</b> <b>Project Manager -</b> <b>Civil/Stormwater/Site</b></p>  <p>19 years of experience</p> <p><b>Education</b> Master of Science, Civil Engineering, University of Alabama Birmingham, 2009 Bachelor of Science, Civil Engineering, Auburn University, 2004</p> <p><b>Professional Registrations</b> Professional Engineer in FL, AL</p> <p><b>Certifications</b> Certified Professional in Erosion and Sediment Control; LEED Accredited Professional; Rosgen Level I and II Stream Restoration</p>	<ul style="list-style-type: none"> <li>• Experienced in civil engineering, project design, and management of public and private projects, including significant experience with hydraulic/hydrologic design in highly urbanized watersheds and more rural settings throughout Northwest Florida.</li> <li>• Project Manager for the Watershed Management Plan for Walton County, FL, including assisting the County in the upward movement in the Community Rating System of the National Flood Insurance Program and to increase the resiliency throughout the County.</li> <li>• Project Manager/Civil Engineer for Bay County, FL Southport Sports Complex, including six youth baseball and softball fields, playground, walking trails, and concession areas, and Walton County's Stormwater Management Plan funding by FDEM.</li> </ul>



Name and Role	Team Member Qualifications
<p><b>David Newton, PE</b>  <b>Project Manager -</b>  <b>Traffic/Transportation</b></p>  <p>26 years of experience</p> <p><b>Education</b>  Bachelor of Science, Civil Engineering, Mississippi State University, 1996</p> <p><b>Professional Registrations</b>  Professional Engineer in FL, AL, GA, OH</p>	<ul style="list-style-type: none"> <li>Experienced in transportation design and management experience, including as lead design engineer for county roads, urban streets, streetscapes, access facilities, and corridor studies.</li> <li>Project Manager for FDOT project for resurfacing a two-mile section on I-10 in Pensacola, FL, including the SR 291 and the I-110 interchanges.</li> <li>Roadway Engineer for Hewett Bayou Connector Road in Walton County, FL, including a new 2-lane 24-ft-wide street, an accompanying 6-ft-wide attached 1-mile-long sidewalk, and a 315-ft prefabricated concrete bridge over Hewett Bayou.</li> </ul>
<p><b>Tonny Peters, PE</b>  <b>Project Manager -</b>  <b>Water/Wastewater</b></p>  <p>27 years of experience</p> <p><b>Education</b>  Bachelor of Science, Civil Engineering, University of Professional Education's Hertogenbosch, Netherlands, 1996</p> <p><b>Professional Registrations</b>  Professional Engineer in FL, AL, GA</p>	<ul style="list-style-type: none"> <li>Experienced in the water and wastewater field, from planning through construction administration, including water treatment facilities, wastewater treatment facilities, hydraulic modeling of water systems, wastewater collection systems, water system design, master planning, and development review.</li> <li>Project Engineer for a project that extended and expanded the sewer force main to provide service to an existing industrial park and multiple residential and commercial areas located along the SR 75 (US 231) corridor in north Bay County, FL.</li> <li>Project Engineer for updating, calibrating, and training for hydraulic models to analyze the existing capacity of Bay County, FL's water distribution and wastewater collection systems' retail and wholesale customers.</li> <li>Project Manager for team that served as onsite subject matter specialists relative to utility systems and infrastructure recovery for Bay County, FL after Hurricane Michael.</li> </ul>
<p><b>Steve Provost, PLA,</b>  <b>ASLA, LEED AP, NCI</b>  <b>Landscape Architecture</b>  <b>Lead</b></p>  <p>32 years of experience</p> <p><b>Education</b>  Bachelor of Landscape Architecture, Auburn University, 1991</p> <p><b>Professional Registrations</b>  Professional Landscape Architect in FL, AL, GA</p>	<ul style="list-style-type: none"> <li>Extensive experience in site-sensitive park design, recreation planning, and design and development of community spaces for recreation, celebration, and interaction, including environmentally responsible solutions that are specific to the site context and client needs.</li> <li>Lead Landscape Architect for full A&amp;E design, bidding, and construction administration services to assist the City of Panama City, FL, in preparing a phased approach to repair, renew, and redevelop the existing and historic Daffin Park and Oakland Terrace Park which were damaged by Hurricane Michael in 2018.</li> </ul>

Name and Role	Team Member Qualifications
<p><b>Kevin McAlister, PE</b> <b>Bridge Lead</b></p>  <p>22 years of experience</p> <p><b>Education</b> Master of Science, Civil Engineering, University of Tennessee, 2017 Bachelor of Science, Civil Engineering, Structural Emphasis, University of Tennessee, 2001</p> <p><b>Professional Registrations</b> Professional Engineer in FL, TN, NC, MS, KY, GA, AL, TX, OH</p>	<ul style="list-style-type: none"> <li>Specializes in bridge design for municipalities and state agencies, including bridge planning and structural bridge design experience.</li> <li>Structural Engineer for four-year contract for design of bridge structural repairs on a continuing contract basis for the Tennessee Department of Transportation, including review of TDOT-furnished bridge inspection reports, field review of structures, and structural analysis and design.</li> <li>Structural Engineer for Georgia Department of Transportation bridge bundle consisting of two projects to replace existing structurally deficient bridges, including concept, preliminary roadway, and bridge plans; right-of-way plans; final roadway and bridge plans; and construction services.</li> </ul>
<p><b>Kevin Easton, PWS</b> <b>Environmental</b></p>  <p>11 years of experience</p> <p><b>Education</b> Master of Science, Soil and Water Sciences, University of Florida, 2022 Bachelor of Science, Environmental Science, Florida State University, 2012</p> <p><b>Certifications</b> Professional Wetland Scientist Florida Stormwater, Erosion, and Sedimentation Control Inspector (Florida Department of Environmental Protection)</p>	<ul style="list-style-type: none"> <li>Florida Fish and Wildlife Conservation Commission (FWC) authorized gopher tortoise agent</li> <li>Completes fieldwork to support state and federal jurisdictional wetland delineations, and performs surface and subsurface hydrologic monitoring for analysis and creation of hydrographs, qualitative and quantitative assessments, and vegetation surveys for mitigation assessment and reporting.</li> <li>Completed a wetland delineation, threatened and endangered (T&amp;E) species survey, and provided state and federal permitting services for widening and resurfacing CR 30A in Franklin County, FL.</li> <li>Completed wetland delineation and T&amp;E species survey within the right-of-way maintained by FDOT in accordance with state and federal regulations for six miles of SR 500 in Brevard County, FL.</li> </ul>
<p><b>Drew Geisel, PE</b> <b>Roadway Engineering Lead</b></p>  <p>7 years of experience</p> <p><b>Education</b> Master of Science, Transportation Engineering, University of Tennessee, 2019 Bachelor of Science, Civil Engineering, University of Notre Dame, 2016</p> <p><b>Professional Registrations</b> Professional Engineer in FL, TN</p>	<ul style="list-style-type: none"> <li>Experience providing transportation engineering services to municipalities in Florida and beyond, including serving as lead engineer on roadway design projects.</li> <li>Project Engineer for 1,000 linear feet of new sidewalk and 13,600 square yards of resurfaced paving for the Millville Area in Panama City, FL.</li> <li>Project Engineer for FDOT project for resurfacing a two-mile section on I-10 in Pensacola, FL, including U.S. Route 29 to SR 291 and the I-110 interchange.</li> <li>Project Designer for project involving safety improvements for the Liberty Street Multimodal Project in Knoxville, TN.</li> </ul>

Name and Role	Team Member Qualifications
<p><b>John Fielding, PE</b>  <b>PTOE, RSP</b>  <b>Traffic Engineer (PECS)</b></p>  <p>13 years of experience</p> <p><b>Education</b>  Bachelor of Science, Civil Engineering, Florida State University, 2010</p> <p><b>Professional Registrations</b>  Professional Engineer in FL, GA  Professional Traffic Operations Engineer  Roadway Safety Professional</p>	<ul style="list-style-type: none"> <li>• Signalization Engineer of Record for resurfacing improvements of SR 393 RRR in Okaloosa County, FL, including reconstruction of nine signalized intersections with cabinet replacements, new ITS devices, ATMS interconnection, and monitoring systems.</li> <li>• Signalization Engineer of Record for resurfacing improvements along SR 30 (US 98/Gregory St) in Pensacola, FL, including signal system reconstruction, accessible pedestrian features, detection updates, safety improvements, pedestrian crossing study, and alternatives analysis.</li> </ul>
<p><b>Nathan Hayden, PE,</b>  <b>CCM</b>  <b>Construction Engineer</b></p>  <p>24 years of experience</p> <p><b>Education</b>  Bachelor of Science, Engineering, Mississippi State University, 2002</p> <p><b>Professional Registrations</b>  Professional Engineer in FL, TX</p> <p><b>Certifications</b>  Certified Construction Manager</p>	<ul style="list-style-type: none"> <li>• Specializes in the construction management and implementation phase of engineering projects and has completed numerous projects involving municipal utilities, land development, and stormwater conveyance and detention.</li> <li>• Former Director of Construction for Harris County, TX, Flood Control District.</li> <li>• Analyzed feasibility of construction through downtown streets and inspection of utility improvements and pavement rehabilitation for compliance to City standards for the Downtown Houston Street Improvements in Houston, TX.</li> </ul>
<p><b>Edmond Hill</b>  <b>Roadway &amp; Utilities RPR</b></p>  <p>34 years of experience</p> <p><b>Education</b>  Haney Vo-Tech, Panama City, FL</p> <p><b>Certifications</b>  Asphalt Paving Level 1 &amp; 2; Asphalt Plant Level 1 &amp; 2; DOT Earthwork Level 1 &amp; 2; FDEP Stormwater Sedimentation Inspector; Pile Driving; Drilled Shaft; Final Estimates 1 &amp; 2; FDOT Concrete Field Inspector 1; IMSA Traffic Signal Inspector Level 1; FDOT Critical Structures; Wastewater Collection Technician Class C &amp; Wastewater Class B Operators License</p>	<ul style="list-style-type: none"> <li>• Experienced in performing CEI inspections of bridges, roadways, wastewater treatment facilities, FDOT projects, water and wastewater force and gravity main installation, storm drain piping, and structure installation.</li> <li>• Experienced as a senior field inspector on various types of projects, including, roads bridges, water and wastewater, and dredging, stormwater, and erosion control.</li> <li>• Served as Senior CEI Inspector for a FEMA road milling and resurfacing project in Bay County, FL.</li> </ul>

### Subconsultant Team Members

**Panhandle Engineering & Construction (PECS)** has completed projects with varying complexity, including roadway design, sidewalks, resurfacing, and CEI.

**Cummins Cederberg** is comprised of coastal engineers, marine structural engineers, marine biologists, regulatory and policy experts, marine scientists, and oceanographers.

**NOVA** provides environmental consulting, geotechnical engineering, and construction materials testing and inspection.

**Southeastern Surveying and Mapping Corporation (SSMC)** provides professional surveying and mapping, subsurface utility engineering (SUE), and geographic information systems (GIS) services.

**AE Engineering (AE)** provides a range of CEI and construction management, contractor quality control, and materials testing.

**Wiregrass Archaeological Consulting** offers archaeological monitoring, archaeological survey, site evaluation, data collection, public archaeology, restoration projects, and emergency response.

### Experience with Services Required in the Scope

Barge is a diversified design firm offering capabilities in engineering (civil, electrical, environmental, structural, mechanical, water, wastewater, stormwater, and transportation), architecture, landscape architecture, and surveying. With these disciplines in-house, we have the necessary professionals to complete your

projects under this contract and the resources to support your project schedules. This depth of resources means that you only have to make one contact. Your professional Barge manager, armed with the knowledge of your project and its needs, represents a firm of over 500 from which our most qualified personnel are chosen for assignment to your project. Along with our subconsultants covering specialty areas, we cover the services needed for this contract.

Services	Barge	PECS	Cummins Cederberg	NOVA	SSMC	AE Engineering	Wiregrass
Civil Engineering	✓	✓					
Transportation/Traffic Engineering and Planning	✓	✓					
County Utilities	✓	✓					
Stormwater Engineering	✓						
Survey (Geomatics) Services	✓				✓		
Geotechnical Engineering				✓			
Solid Waste				✓			
Coastal Engineering			✓				
Construction Engineering Inspection	✓	✓		✓		✓	
Environmental	✓		✓				✓

## Experience Providing Accurate Cost Estimates

Due to extensive past and current experience with municipal and public infrastructure projects, we have a very good historical cost record of a large number of projects. This knowledge helps us develop reasonable opinions of cost resulting in projects coming in at or below budget over the last several years.

Barge maintains relationships with construction cost estimating firms. We routinely engage such expertise on our projects to provide high quality cost estimates. We work with estimators who use local cost data, as well as historic cost information and vendor-specific quotes for products and services. For projects with complex phasing requirements or unique constraints, we will consult with general contractor partners for their perspective on market conditions and pricing input.

Our team's ability to accurately estimate the cost of projects means you can better plan the use of your funds. Okaloosa County can rely on our team's estimates when bidding construction work.

### Our Cost Estimates are Accurate

Project	Barge Estimate	Base Bids
Memorial Parkway, Huntsville, AL	\$32,917,888	\$33,789,345
Cauley Creek Park, Cauley Creek, GA	\$21,370,000	\$21,740,000 \$22,500,000 \$37,180,000
Scott Adams Memorial Skate Park, Kingsport, TN	\$1,846,587	\$1,866,441 \$2,821,775
Guntersville Park Phase 1, Guntersville, AL	\$4,184,000	\$3,881,000 \$4,240,000

## Experience in Design and Modeling Software

Our team can deliver comprehensive modeling capabilities to support our infrastructure design services for water/wastewater utilities analysis, stormwater basin/pipeline analysis, transportation/traffic analysis, civil engineering design, and architectural design.

Clients we have provided this service to include City of Panama City, FL; Bay County, FL; South Walton Utilities, Miramar Beach, FL; City of Crestview, FL; Walton County, FL; Broward County, FL; and FDOT District 3.

Software packages our team has utilized include:

### Potable Water System:

- Innovyze/InfoWater
- Bentley/WaterGEMS

### Wastewater System:

- Innovyze/InfoSWMM
- SewerGEMS

### Stormwater System:

- Hydraflow Hydragraph
- Culvertmaster
- PCSWMM
- Bentley Civilstorm
- HEC-HMS
- HEC-RAS

### Transportation System:

- OpenRoads
- SIDRA
- Synchro
- VISSIM

Additionally, our team has the follow software capabilities to support infrastructure:

### Architectural:

- AutoDesk BIM360
- Revit (Architectural, Structural, and MEP)
- Bentley AecoSim (Architectural, Structural, and MEP)
- AutoDesk Plant 3D

### Site Civil Engineering:

- Autodesk AutoCAD Civil 3D
- Autodesk InfraWorks and BIM 360
- Bentley GEOPAK
- Bentley InRoads
- Bentley OpenRoads Designer
- Bentley OpenSite Designer
- Bentley SiteOps
- Bentley WaterGEMS
- Bentley SewerGEMS
- Innovyze InfoWater
- HEC-RAS
- AASHTOWare Bridge Rating (BrR)

# 4. Proposed Project Execution Strategy

## Firm/Client Relations

Since October of 2018 and in the aftermath of Hurricane Michael, Barge staff have developed deep-rooted client relationships and trusted partnerships with municipalities in Northwest Florida.

The following table summarizes the history of successful execution of task orders that have been received under each contract, including the type of service, total fees to date, and client satisfaction status indicated by contract renewal.

Client Name	Contract Type	Services Delivered								Total Number of Task Orders Received	Total Fees	Contract Renewal Requested
		Road Design/Traffic Safety/ Routing Analysis	Stormwater	Water/Wastewater	Site/Civil	Landscape Architect/Parks & Recreation	Environmental Permitting	Surveying/Geotechnical/ Support Services	Construction Administration/ CEI Services			
City of Mary Esther	Continuing Professional Services	✓		✓	✓	✓	✓			6	\$245,000	Yes
City of Crestview	Continuing Professional Services			✓	✓		✓	✓	✓	4	\$846,600	Yes
Bay County BCC	Continuing Professional Services		✓	✓	✓	✓	✓	✓	✓	11	\$456,309	Yes
Walton County BCC	Continuing Professional Services	✓	✓		✓	✓	✓	✓	✓	2	\$335,000	*
City of Panama City	Continuing Professional Services			✓	✓	✓				3	\$40,000	*
City of Panama City	SRF General Engineering	✓	✓	✓	✓	✓	✓	✓	✓	2	\$763,982	*
City of DeFuniak Springs	Aviation Continuing Professional Services	✓			✓	✓	✓			2	\$163,000	*

\* = Contract has not reached renewal date

## Negotiating Scope and Fee

As indicated in the table above, Barge has delivered **on time** and **within budget** multiple task orders ranging from \$2,500 to \$496,000 under multiple continuing services agreements. No matter how small or large, a task order assignment delivered successfully on schedule and budget that meets the County's objectives highly depends on an effective team that understands how to **quickly** develop and implement a project management plan (PMP) tailored for each task order assignment. We understand that once a task order request for scope of services is received, the client expects a turnaround of **2-3 weeks** to make a pre-planned Okaloosa Commission meeting for approval (task order amount dependent, of course). All of our team members including valuable subconsultants understand the importance of negotiating a fee that will deliver the scope for a fair and reasonable value. As the table on the previous page indicates, Barge has successfully negotiated over \$2.8 million on task order fees using standard hourly rates and indirect expense markups that are competitive and widely acceptable in the Panhandle engineering consulting community and market.

## Project Management



Principal-in-Charge Kevin Kennoy and Project Managers Michael Lynch, David Newton, and Tony Peters are available and ready to provide the attention and expertise needed to deliver successful projects for Okaloosa County.

Our proposed project managers and technical leads at Barge have a proven history of working together to develop PMPs that result in projects that serve our clients' needs. Their plan will focus on your objectives, identify challenges and how to mitigate them, provide quality management, and efficiently use resources and technology.

Our team will work closely with the identified County project manager and staff to develop a detailed PMP, based on the County's stated

Our project leadership team has a proven history of delivering projects on schedule, within budget, and that meet or exceed our clients' needs.

objectives and goals for an assigned project under this General Engineering and Professional Services contract.

Key sections of the PMP that highlight Barge's approach to achieving success for this project are outlined in the following sections below:

- **Quality Management**
- **Schedule Management**
- **Budget Management**
- **Communications**
- **Subconsultant Management**

## Quality Management

Barge's Quality Program is documented in its Quality Program Manual and its supporting procedures, forms, and checklists. The Quality Management approach applies to Barge as well as our subconsultants. Our team will follow the Barge Quality Program, as it includes the essential elements to deliver a project that meets the County's expectations. The success of the project's Quality Program is built upon:

- Engaging subject matter experts throughout the project's life-cycle.
- Establishing the design procedures and expectations at the beginning of the project with our subconsultants.
- Following established procedures for daily quality control executing the project.
- Conducting thorough milestone reviews by appropriately experienced staff. Deliverables are not simply reviewed at the end of the project.

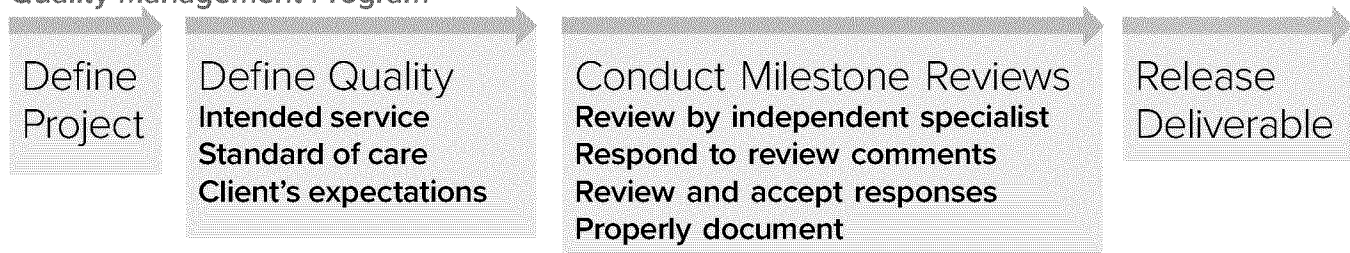
The Barge Quality Program requires project-specific quality programs as a part of the overall PMP for each project for which we provide deliverables. Our quality management plan consists of the following major elements:

- **Collaboration with the County** throughout the design phase, including the operations staff, so that their input is reflected in the final product.

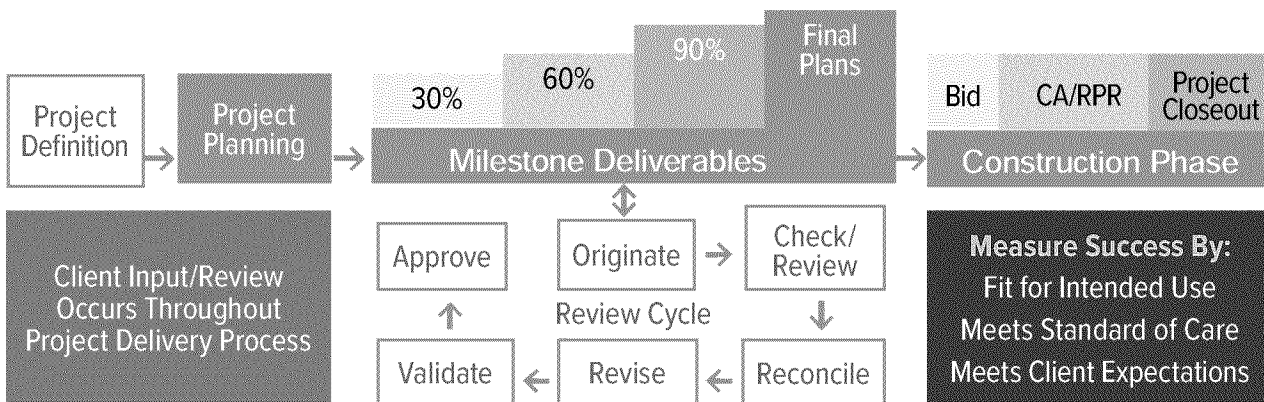
- **Project Execution Model** – Built over years of delivering projects, the execution model provides consistency and efficiency in delivering projects.
- **Quality Control (QC) reviews** – Barge has a Project Execution Model for design projects that includes a delivery checklist for items that must be completed and signed off by the QC reviewer for each design phase.
- **Review and checking** of design decisions and calculations by our Quality Management and Constructability Leaders.
- **Continuous engagement of our subject matter experts**, particularly during the preliminary engineering phase, so we have a solid technical approach from which to base the detailed design.

Although the proper performance and follow through of milestone reviews and checklists are crucial to the success of the type of projects under this contract, it is Barge’s philosophy that the engagement of subject matter specialists we have on our team throughout the project, from conception to conclusion, is the true key to a successful project.

**Quality Management Program**



The flowchart shows how Barge will apply the Quality Management Program to this contract.





**Project Execution Model**

Based on Barge’s years of experience designing public infrastructure projects, we have developed a Project Execution Model (PEM) to provide consistency and efficiency in delivery, resulting in a successful project. The graphical representation shows the fundamental steps of the PEM. Barge understands that many projects need to be “fast-tracked” to meet commitments. Barge’s PEM can be modified as needed to accelerate the project’s schedule.

Barge has designed projects totaling over \$550 million in construction costs in the last five years. These projects ranged from local projects and roundabouts to the design/build reconstruction of the I-75/I-24 interchange in Chattanooga, TN. Barge has the experience and team to deliver on both large and small transportation projects, with an attention to detail that helps our clients make the most of their construction budgets.

**Barge’s Proven Process for Design Package Workflow**

	Survey	Schematic Design	Detailed Design	Final Design	Construction Documents
Subtasks	Obtain record documents and GIS mapping Initial site walk for survey extents Field survey Review for existing right-of-way and potential easements	Develop design criteria, horizontal and vertical alignments, and concept plans Evaluate existing drainage, guardrail, signals, pedestrian features, etc. for conformance to current standards Identify any potential utility and/or environmental conflicts Prepare preliminary OPCC	Develop drainage design Develop 3D model of improvements Develop utility concept matrix Temporary traffic control, signing and pavement marking, traffic signals, lighting, etc. Prepare OPCC	Submit for all required permits Finalize additional required right-of-way Finalize utility adjustments Prepare OPCC	Address final owner and permitting comments Finalize bid form and bid package Update OPCC Seal drawings
Quality Reviews	Survey quality control check Designer check of survey by site walk	Constructability and value engineering (VE) review Independent quality control review Update risk register	Constructability VE review Independent quality control review Update risk register	Constructability and VE review Independent quality control review Update risk register	Update risk register 100% design <b>100%</b>
County Workshop and Comment		<b>30% DESIGN REVIEW</b>	<b>60% DESIGN REVIEW</b>	<b>90% DESIGN REVIEW</b>	
Permitting	Prepare permitting matrix Desktop historical and cultural resources survey Review for blue line streams and roadway permitting requirements	Conduct cultural resources survey Conduct hydrologic survey	Meet with permitting agencies	Submit permits Address permitting concerns	

## Schedule Management – Developing and Monitoring Project Schedules

Our team fully understands and appreciates the need for getting infrastructure operating as quickly as possible. We are experienced with highly accelerated and multi-phased schedules. The commitment of qualified people is key to maintaining schedules. Knowledgeable and experienced people committed to the success of your projects will enable us to meet your deadlines. The sizeable staff of the team allows for flexibility, accessibility, and backup at all times. When required, the team can reassign employees from other offices to meet short-term peak assignments and changing workloads.

Maintaining the project design schedule is an important factor in quality delivery. Our team maintains and tracks design project schedules using Microsoft Project. Key to this process is regular communication between the design team and our project stakeholders on where the team stands on deliverables, open action items, and critical path items.

A discussion of the project schedule and project acquisition strategy are critical to understanding the scope and schedule constraints for design and construction. A draft design schedule will be created to establish realistic timeframes for each milestone based on the scope of work and the County's needs.

**Schedule Problem Solving – steps taken for problem solving particularly if it is determined a project schedule cannot be met:** Our scheduling process allows us to quickly and accurately monitor and control the schedule through a critical path management approach. Our bench depth of professionals allows us to rapidly adjust our delivery plan and schedule when unexpected events occur.

The project manager will maintain the project schedule. Regular weekly check-ins with the design team will assess ongoing progress and performance and discuss staffing and continuous improvement ideas. The progressed schedule will be compared against the baseline schedule. Any deviations from the plan will be addressed.

The project manager and the appropriate design team members will meet with the County monthly to discuss performance, project status, financial and billing issues, and design progress.

Following each meeting, the schedule will be updated, and a meeting summary will be prepared. The meeting summary will include action items to be completed and list the responsible party assigned to each action item. In addition, the project manager will follow up, as necessary, to verify that action items are completed within the allowed timeframe presented in the schedule.

## Budget Management

From Barge's perspective, there are two budgets that must be monitored and maintained, the engineering budget and the County's overall project budget.

Related to the engineering budget, Barge project managers use the earned value method to status projects and be ahead of any issues needing correction. Barge will provide the County a progress report each month with each invoice. The progress report includes information regarding budget status (billed to date, remaining budget, etc.). A section of the progress report will list any potential issues.

If there is a projected issue with the project budget, that is normally recorded in this location as a reminder to the County.

***However, there is no better tool for management of a project than verbal communication.***

**Construction Cost Estimating.** Developing accurate Opinions of Probable Construction Costs (OPCC) is a critical success factor to manage the County's overall project budget.

Barge understands the importance of the need for consistency in cost opinions throughout the project for County budgeting. During these take-offs, the project is analyzed as if we are the contractor. This allows us to account for incidentals necessary for construction that are not shown on the plans and examine the construction means and methods contractors might utilize. Analyzing the project in detail allows us to identify possible constructability concerns early in a project and address them in later design phases.

Our knowledge of construction practices, production rates, and labor pricing allows us to determine installation costs. Accounting for what we know and can expect at each design phase keeps our estimates accurate and consistent. This allows us to use allowances and contingencies to cover design development and unknowns. Barge estimators follow standards set forth by both the American Society of Professional Estimators and Association for the Advancement of Cost Engineering (AACE) International for the application of allowances and contingencies throughout the design milestones. These standards allow for consistent budgeting to minimize swings in pricing and budgetary surprises through the project.

include construction cost in the dialogue we have with the County as items are added to a project.



**North Street Transmission Main & Bluffton Parkway Transmission Main, Beaufort-Jasper Water & Sewer Authority, Okatie SC:** Through a collaborative design process, Barge rerouted the proposed pipeline *saving the client approximately \$1.6M in overall costs.*

In addition, using 3D pipe network modeling led to faster design production and resolution of client/DOT comments affecting alignment and profile.

	Barge Budget Management	Application on a Project
✓	Identify all relevant budgets	Includes engineering as well as the County's overall project budget
✓	Define reporting schedule	Monthly progress report with each invoice and an opportunity for budget status issues to be listed
✓	Identify communication methods	Prioritize verbal communication first; progress report serves as follow-up
✓	Address project changes	Maintain a project change log and discuss monthly with the County during project status meetings
✓	Track budgets	Project Manager reviews proposed budgets and tracks overall project budgets: engineering, construction, inspection, and contingency

## Communications – Throughout the Life of the Project

Communication is critical to the success of any project. Barge will develop a communication plan with input from the County and our key subconsultants that includes several key elements, such as:

- Project Directory (name, organization, role, email, and phone numbers)
- Identification of core team and extended team members
- Identification of third-party Authorities Having Jurisdiction
- Summary of communication expectations and protocols (documentation requirements, format, copy lists)
- Frequency of standing meetings, attendance requirements, and intent
- Frequency of progress reports, schedule updates, and earned value
- Section outlining procedures to address secure information and documents

It is imperative for Barge to understand the County's budget and keep it in context as the design progresses. "Design the project to budget" is a phrase we often hear. Although it may be difficult to implement that phrase literally to every project, decisions made by the County and Barge as the design progresses need to consider the cost impact. It's for that reason that at Barge we understand the importance of accurate cost estimating, why the OPCCs are updated at each design submittal milestone, and why our staff will

- Section of sample documents to be used (phone memo, meeting minutes, transmittal, RFI)
- Active needs list (maintained and published)
- Change management protocol/communication process

If revisions are required, we will modify the document, note the changes, and distribute the revision to the team.

All meetings (unless called and held on the same day) will have agendas published at least two days prior to the meeting to allow those attending adequate time to prepare and plan. Meeting minutes will be published after each meeting identifying who was in attendance, who was absent, items discussed, action items including responsibility and assigned completion dates, and identification of significant items of decision or areas requiring additional input from those not in attendance.

The following communication methods will be used to coordinate the efforts of our project team, while providing information to the client.

**Project Manual.** The project manual will establish the organizational procedures, quality plan and procedures, responsibilities, and lines of communication for the project. The project manual will contain the final scope of services, project schedule including phases, budget, communications protocols, team organizational structure, team member directory, and quality control procedures.

**Project Kickoff Workshop.** A project kickoff workshop will be held at the beginning of the project to identify the project's objectives including goals, issues, schedule, and budget. We will develop performance criteria for measuring the project's success, establish lines of communication, review our initial work plan and schedule, and confirm our understanding of the project requirements. The project kickoff workshop will provide the foundation for future decision making. The minutes of the workshop will be maintained and reviewed at subsequent project review meetings to track progress toward meeting objectives. This meeting will also serve as a forum to discuss and request needed information and related project documents from the client.

**Monthly Project Status Reports.** A project status report will be prepared each month to summarize the work and present the status of the tasks, budget, and schedule. Monthly progress meetings will be conducted with the Project Manager, task leaders, and the client to discuss progress, review tracking tools, and identify action items.



#### **Project Review Process – Project Review Workshops.**

Meetings will be scheduled to review the project development and deliverable milestones. A presentation will be prepared for each submittal that will highlight the submittal and critical issues that need input and direction from your staff. Additional workshops will be scheduled as required to discuss key issues throughout the design process.

The project review workshop approach will facilitate client participation in the project, while minimizing the time necessary to spend evaluating the project work products. Each workshop will be structured to:

1. Develop understanding of the submittal
2. Facilitate discussion and feedback
3. Develop a consensus for decisions

Critical decisions and action items will be provided to the client with the submittal to prepare for the review workshop. Following the workshop, meeting notes and action items will be developed and distributed to the participants.

## Subconsultant Management

Coordination between in-house disciplines and subconsultants is an important part of maintaining quality delivery for a project. The Barge team and our subconsultants have worked together.

**Subconsultants are treated like Barge staff and are equally engaged in the project delivery process.** Individuals assigned to a project are directly integrated into the design team. They attend team meetings, are copied on all correspondence, and take direction from the Project Manager just as Barge team members do. All contract requirements flow down to subconsultants. Sub agreements contain the appropriate flow down language, so they are bound to the same contract requirements as Barge is. We evaluate performance and immediately address any issues as they arise.

Project teams meet regularly during the design process to update progress in each discipline, discuss specific coordination issues, and schedule follow-up, sidebar one-on-one design team member discussions. Our team utilizes interactive technology-based tools and systems, including MS Teams, GoToMeeting, SharePoint, ShareFile, and Box, to support and enhance communication and coordination between team members.

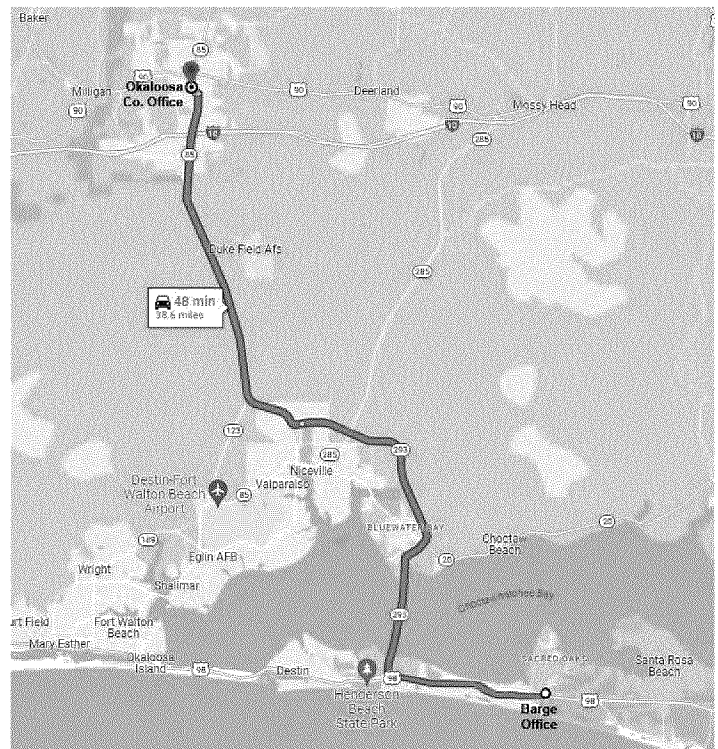
Utilizing interactive tools such as MS Teams greatly reduces the risk associated with using team members from different locations and helps the Project Manager choose the right team members for each task order – regardless of organization or location. This streamlines our process of making sure that all aspects of design comply with applicable standards, codes, and best practices.

## Timely Service

There are two critical factors required to be able to provide proper capacity for this type of contract: the right quantity/mix of staff, and professionals who are experienced with the types of work and multiple task order contracts. Our team members can not only provide these factors, but also have extensive successful experience with concurrent

task order work assignments. Our team has the full back-up of qualified professionals available to meet the schedule and technical requirements of any project. We have extensive firm-wide resources we can tap when the workload calls for it.

This contract will be managed by local staff out of our office in Miramar Beach, Florida. As Principal-in-Charge, Kevin Kennoy, PE, will serve as your direct point of contact for this contract and will assign the appropriate Project Manager to each task, depending on the scope. Kevin will work locally with the project team to meet the expectations of the Okaloosa County, including commitment of resources and achieving schedule milestones. Also, as Vice President, Kevin will have full signature authority for any task order.



**From our Miramar Beach office, Barge can be on-site in Okaloosa County in about 48 minutes, allowing us to appear in person for meetings and to address construction issues upon one business day notice/request by the County. This proximity translates to responsive and timely service.**

## 5. Schedule and Budget

Each of the projects provided in the Past Record section met established scheduling and budgetary requirements. A summary is below, along with client contacts.

### FDOT SR 8 (I-10) Resurfacing and Guidy Lane Bridge Replacement, Escambia County, Florida

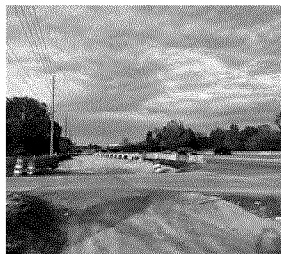


Barge submitted the Phase 1 submittal ahead of schedule and reduced the projected project cost from an initial \$12.5 million to a current construction cost of \$9.9 million.

#### Client Contact:

Ricky Dodd, PE  
FDOT D3 GEC Project Manager  
850-845-0294  
rdodd@moffattnichol.com

### Memorial Parkway, Huntsville, Alabama



Barge was able to meet all deadlines required by ALDOT throughout the lifetime of the project, including the internal design of required utility relocations. The project bid

was \$7 million less than ALDOT's internal project construction cost.

#### Client Contact:

David Welch, ALDOT Design Bureau, Special Projects, Alabama Department of Transportation  
334-242-6842  
welchd@dot.state.al.us

### Millville Area Infrastructure Improvements, Panama City, Florida



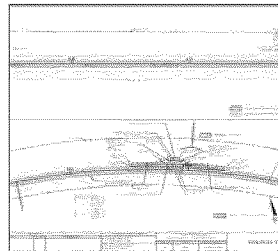
Barge's team of infrastructure utility and transportation experts absorbed multiple grant funding and City requested additions (i.e. sidewalks) to complete the design on

time and within budget to meet the CDBG-DR strict milestone completion requirements for reimbursement of funds.

#### Client Contact:

Jonathan Hayes, Public Works Director  
City of Panama City  
850-691-4553  
jhayes@panamacity.gov

### FDOT State Road 20 Resurfacing, Bay County, Florida



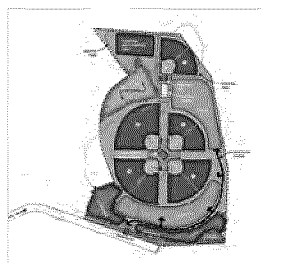
PECS worked with FDOT to control the project construction budget and determine value added enhancements without exceeding the established construction budget.

Through their detailed design, PECS was able to reduce the construction cost from an estimated \$6.5 million to an actual construction cost of \$4.3 million.

#### Client Contact:

Kyle McCrary, Project Manager  
Florida Department of Transportation District Three  
850-330-1425  
kyle.mccrary@dot.state.fl.us

### Southport Sports Complex, Bay County, Florida



The Barge team was faced with many challenges on this project, including under-funded project expectations, environmental impacts, and shifting County priorities; however, Barge was able to pivot with the client to bring

the project in on time to align with County goals and expectations.

#### Client Contact:

Jason Jowers, Assistant General Services Director  
Bay County Board of Commissioners  
850-248-8732  
jjowers@baycountyfl.gov

## 6. Regulatory and Grant Experience

Recent/Past Record of Performance of Similar Programs in Florida since 2018															
Client/Project Information							Grant/Loan Funding Source					Permitting Agencies Involved			
Client Name	Project Location	Project Name	Task Order	Project Type/ Service	Contract/ Task Order Amount	Percent Complete	FEMA/HMGP	FDOT	CDBG	SRF/FDEP/FDEM	Municipal Bond	FDOT	FDEP	NWFWMD	USACE
<b>Bay County BCC</b>	Bay County, FL	Hurricane Michael Recovery Assistance	✓	Administrative Support	\$35,000	100%	✓								
<b>Bay County BCC</b>	Cedar Grove, FL	BC-29 Lift Station & Force Main	✓	Wastewater Utilities/Surveying/ Permitting	\$149,000	100%	✓						✓	✓	✓
<b>Bay County BOCC</b>	Panama City, FL	Bay County Southport Sports Complex		Potable Water Utilities/Permitting/ CEI	\$686,200	75% Design	✓			✓			✓	✓	
<b>City of Panama City</b>	Panama City, FL	Area D-14 Infrastructure Improvements	✓	Water/Wastewater/ Stormwater/ Road/Sidewalk Design/Permitting/ Surveying/SUE	\$267,569	100%	✓			✓			✓	✓	✓
<b>City of Panama City</b>	Panama City, FL	Millville Area Infrastructure Improvements	✓	Water/Wastewater/ Stormwater/ Road/Sidewalk Design/Permitting/ Surveying/SUE	\$496,413	100%	✓		✓				✓	✓	✓
<b>City of Panama City</b>	Panama City, FL	Oakland Terrance Park Improvements	✓	Park & Rec/ Landscape Architecture/Site/ Civil/Utilities/ Pathways/ Stormwater/ Surveying	\$261,211	95% Design	✓	✓		✓	✓		✓	✓	✓
<b>Walton County BOCC</b>	Walton County, FL	Hewitt-Bayou Road Connector		Stormwater Improvements Design for Roadway	\$64,000	60%		✓				✓	✓	✓	
<b>City of Crestview</b>	Crestview, FL	Arena Road Water Tank	✓	Water Utilities Design/Permitting/ CEI	\$393,300	60% Design					✓		✓		

# 7. Business Credentials and Other

## Barge Authority to do Business in Florida

## Licensing/Registration of Key Personnel

Name	FL License Number
Kevin Kennoy, PE	PE#72648
Michael Lynch, PE	PE#77878
David Newton, PE	PE#59614
Tonny Peters, PE	PE#72595
Steve Provost, PLA	LA#6667625
Kevin McAlister, PE	PE#82834
Drew Geisel, PE	PE#94616
Nathan Hayden, PE, CCM	PE#96281
John Fielding, PE, PTOE, RSP	PE#79082

## State of Florida Department of State

I certify from the records of this office that BARGE DESIGN SOLUTIONS, INC. is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 27, 1983.

The document number of this corporation is 857895.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on June 5, 2019, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of September, 2019*



*Ronald R. Be...*  
Secretary of State

Tracking Number: 4963091772CU

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

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

## DBE Firms

- Panhandle Engineering & Construction, Inc.
- AE Engineering, Inc.



Subconsultants Authority to do Business in Florida



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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:41:15 PM 7/19/2023

Licensee Information

Name: **PANHANDLE ENGINEERING & CONSTRUCTION, INC. (Primary Name)**  
 Main Address: **4277 LAFAYETTE ST MARIANNA Florida 32446**  
 County: **JACKSON**

License Information

License Type: **Engineering Business Registry**  
 Rank: **Registry**  
 License Number: **29653**  
 Status: **Current**  
 Licensure Date: **08/23/2011**  
 Expires:

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LICENSEE DETAILS

6:54:27 PM 7/19/2023

Licensee Information

Name: **NOVA ENGINEERING AND ENVIRONMENTAL, LLC (Primary Name)**  
 Main Address: **3900 KENNESAW 75 PARKWAY SUITE 100 KENNESAW Georgia 30144**

License Mailing: **3900 KENNESAW 75 PARKWAY KENNESAW GA 30144**

License Information

License Type: **Engineering Business Registry**  
 Rank: **Registry**  
 License Number: **27772**  
 Status: **Current**  
 Licensure Date: **10/12/2007**  
 Expires:



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LICENSEE DETAILS

6:55:47 PM 7/19/2023

Licensee Information

Name: **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION (Primary Name)**  
 Main Address: **6500 ALL AMERICAN BLVD ORLANDO Florida 32810**  
 County: **ORANGE**

License Information

License Type: **Engineering Business Registry**  
 Rank: **Registry**  
 License Number: **32438**  
 Status: **Current**  
 Licensure Date: **12/27/2017**  
 Expires:



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

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- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:51:12 PM 7/19/2023

Licensee Information

Name: **CUMMINS CEDERBERG, INC. (Primary Name)**  
 Main Address: **201 ALHAMBRA CIRCLE SUITE 601 CORAL GABLES Florida 33134**  
 County: **DADE**

License Information

License Type: **Engineering Business Registry**  
 Rank: **Registry**  
 License Number: **29062**  
 Status: **Current**  
 Licensure Date: **04/02/2010**  
 Expires:



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ONLINE SERVICES

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- File a Complaint
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- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

6:57:36 PM 7/19/2023

Licensee Information

Name: **AE ENGINEERING, INC. (Primary Name)**  
 Main Address: **219 N NEWMAN STREET SECOND FLOOR JACKSONVILLE Florida 32202**  
 County: **DUVAL**

License Information

License Type: **Engineering Business Registry**  
 Rank: **Registry**  
 License Number: **27212**  
 Status: **Current**  
 Licensure Date: **11/07/2006**  
 Expires:



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company  
 WIREGRASS ARCHAEOLOGICAL CONSULTING, LLC

Filing Information

Document Number: M16000005220  
 FEI/EIN Number: 20-8832318  
 Date Filed: 06/28/2016  
 State: AL  
 Status: ACTIVE  
 Last Event: REINSTATEMENT  
 Event Date Filed: 10/08/2020

Principal Address

158 N FOSTER  
 DOTHAN, AL 36303

Changed: 03/31/2022

Mailing Address

P.O. BOX 9385  
 DOTHAN, AL 36304

Registered Agent Name & Address

STICKLER, JUSTIN  
 123 Amelia Lane  
 Santa Rosa Beach, FL 32459

Name Changed: 10/08/2020

Address Changed: 04/13/2018

Authorized Person(s) Detail

Name & Address

Title: OWNER

STICKLER, JUSTIN  
 158 N FOSTER  
 DOTHAN, AL 36303



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 17, 2023

Kevin Kennoy, Vice President  
BARGE DESIGN SOLUTIONS, INC.  
615 3<sup>rd</sup> Avenue South, Suite 700  
Nashville, Tennessee 37210

Dear Mr. Kennoy:

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

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.2 - Minor Bridge Design
  - 4.2.1 - Major Bridge Design - Concrete
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation
  - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization

1

- Group 8 - Survey and Mapping
  - 8.2 - Design, Right of Way & Construction Surveying
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
- Group 13 - Planning
  - 13.6 - Land Planning/Engineering
- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
205.58%	131.42%	0.865%	Reimbursed	No	8.51%	28.59%*

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

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

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

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

2

**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: Barge Design Solutions, Inc.

BY (PRINTED): Kevin Kennoy, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 600 Grand Boulevard, Suite 203  
Miramar Beach, Florida 32550

PHONE NUMBER: 850-299-8121

E-MAIL: kevin.kennoy@bargedesign.com

DATE: November 30, 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 Security's 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 30, 2023SIGNATURE: COMPANY: Barge Design Solutions, Inc.NAME: Kevin Kennoy, PEADDRESS: 600 Grand Boulevard, Suite 203  
Miramar Beach, Florida 32550TITLE: Vice PresidentE-MAIL: kevin.kennoy@bargedesign.comPHONE #: 850-299-8121

**RESPONSE DOCUMENT #4: CONE OF SILENCE FORM**

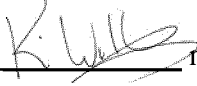
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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 bids 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, Kevin Kennoy, PE  representing Barge Design Solutions, Inc. on this 30th 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.

Signature Company Name

**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.

Barge Design Solutions, Inc.



Proposer's Company Name  
600 Grand Boulevard, Suite 203  
Miramar Beach, Florida 32550

Authorized Signature – Manual

Kevin Kennoy, PE

Physical Address  
600 Grand Boulevard, Suite 203  
Miramar Beach, Florida 32550

Authorized Signature – Typed

Vice President

Mailing Address

Title

850-299-8121

N/A

Phone Number

FAX Number

850-333-0199

850-333-0199

Cellular Number

After-Hours Number(s)

November 30, 2023

Date

**RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT**  
**RFQ PW 41-23**

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: Barge Design Solutions, Inc.

Physical Address & Phone #:

600 Grand Boulevard, Suite 203

Miramar Beach, Florida 32550

850-299-8121

Contact Person (Typed-Printed): Kevin Kennoy, PE

Phone #: 850-299-8121

Cell #: 850-333-0199

Federal ID or SS #: 62-0525827

DUNNS/SAM #: DUNS: 117795457 / SAM UEI: THDYWNKDJ4B9

Respondent's License #: 6054

Additional License – Trade and Number N/A

Fax #: N/A

Emergency #'s After Hours,  
Weekends & Holidays: 850-333-0199

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: Barge Design Solutions, Inc.

Entity Address: 600 Grand Boulevard, Suite 203, Miramar Beach, Florida 32550

Sam.gov Unique Entity Identifier: THDYWNKDJ4B9

CAGE Code: 8V5B0

### Proof of SAM Registration

**Barge Design Solutions, Inc.** ● Active Registration



Unique Entity ID:  
THDYWNKDJ4B9

Doing Business As:  
(blank)

Purpose of Registration:  
All Awards

Expiration  
Date

Nov 2, 2024

CAGE/NCAGE:  
8V5B0

Physical Address:  
600 GRAND BLVD STE  
203  
MIRAMAR BEACH, FL  
32550-1403 USA

**RESPONSE DOCUMENT #9: LIST OF REFERENCES**

1. Owner's Name and Address: City of Crestview Department of Public Services  
715 North Ferdon Boulevard, Crestview, Florida 32536

Contact Person: Michael Criddle, Director Telephone # ( 850 ) 682-1560 ext. 124

\*Email: criddlem@cityofcrestview.org

2. Owner's Name and Address: City of Mary Esther  
195 Christobal Road, Mary Esther, Florida 32569

Contact Person: Jared Cobb, City Manager Telephone # ( 850 ) 243-3566, ext. 14

\*Email: jcobb@cityofmaryesther.com

3. Owner's Name and Address: City of Panama City Public Works Department  
501 Harrison Avenue, Panama City, Florida 32401

Contact Person: Jonathan Hayes, Director Telephone # ( 850 ) 872-3029

\*Email: jhayes@panamacity.gov

4. Owner's Name and Address: Bay County General Services  
5304 Old Majette Tower Road, Panama City, Florida 32404

Contact Person: Jason Jowers (Asst. General Services & Parks Director) Telephone # ( 850 ) 248-8732

\*Email: jjowers@baycountyfl.gov

5. Owner's Name and Address: One Okaloosa EDC  
1170 Martin Luther King Jr Blvd, Bldg 7 Suite 717, Fort Walton Beach, Florida 32547-5068

Contract Person: Nathan Sparks, Exec. Director Telephone # ( 850 ) 362-6467

\*Email: nathan@oneokaloosa.org

**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 bid 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[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

Kevin Kennoy, PE Name and Title of Contractor's Authorized Official

November 30, 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, Florida
2. This sworn statement is submitted by Barge Design Solutions, Inc. whose business address is: 600 Grand Boulevard, Suite 203  
Miramar Beach, FL 32550  
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: 62-0525827
3. My name is Kevin Kennoy, PE and my relationship to the entity named above is Vice President

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.]

- 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: 11/18/23 Signature: [Signature]

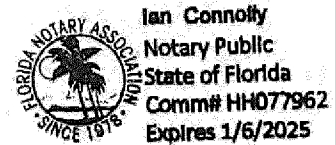
STATE OF: Florida

COUNTY OF: Walton

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 18 day of November, in the year 2023.

My commission expires: 1/6/2025

[Signature]  
Notary Public



Ian Connolly  
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

\_\_\_\_\_  
Type of ID

**RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION****Instructions**

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


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

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

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

Kevin Kennoy, PE

Printed Name and Title of Authorized Representative

  
Signature

November 30, 2023

Date



**RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate Barge Design Solutions, Inc., the bid 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 bid proper immediately or immediately terminate any agreement entered into for cause if the bid 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 bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid 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 bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid 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 bid proposer.

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

DATE: November 30, 2023

SIGNATURE: 

COMPANY: Barge Design Solutions, Inc.

NAME: Kevin Kennoy, PE

(Typed or Printed)

ADDRESS: 600 Grand Boulevard, Suite 203

TITLE: Vice President

Miramar Beach, Florida 32550

E-MAIL: kevin.kennoy@bargedesign.com

PHONE NO.: 850-299-8121

**RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES**

The Vice President on behalf of Barge Design Solutions, 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.

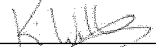
DATE: November 30, 2023SIGNATURE: COMPANY: Barge Design Solutions, Inc.NAME: Kevin Kennoy, PEADDRESS: 600 Grand Boulevard, Suite 203  
Miramar Beach, Florida 32550TITLE: Vice PresidentE-MAIL: kevin.kennoy@bargedesign.comPHONE NO.: 850-299-8121

**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 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: November 30, 2023SIGNATURE: COMPANY: Barge Design Solutions, Inc.NAME: Kevin Kennoy, PETITLE: Vice President**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: \_\_\_\_\_

**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).

Barge Design Solutions, Inc.

Company Name

600 Grand Boulevard, Suite 203

Address

Miramar Beach, Florida 32550

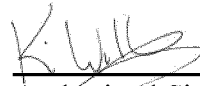
Address

850-299-8121

Phone #

62-0525827

Federal ID # or SS #



Authorized Signature – Manual

Kevin Kennoy, PE

Authorized Signature – Typed

Vice President

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:	<u>November 30, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Barge Design Solutions, Inc.</u>	NAME:	<u>Kevin Kennoy, PE</u>
ADDRESS:	<u>600 Grand Boulevard, Suite 203</u>		<u>(TYPED OR PRINTED)</u>
	<u>Miramar Beach, Florida 32550</u>	TITLE:	<u>Vice President</u>
PHONE #:	<u>850-299-8121</u>	E-MAIL:	<u>kevin.kennoy@bargedesign.com</u>

# **BARGE**

*DESIGN SOLUTIONS.*

600 GRAND BOULEVARD // SUITE 203  
MIRAMAR BEACH // FLORIDA // 32550  
850-299-8121 // PHONE  
    // [BARGEDESIGN.COM](http://BARGEDESIGN.COM)

PROCUREMENT / CONTRACT / LEASE  
INTERNAL COORDINATION SHEET



C24-3962-PW

#1 of 11

Procurement/Contract/Lease Number: Barge Design Solutions, Inc. Tracking Number: 5048-24  
Procurement/Contractor/Lessee Name: PW Grant Funded: YES NO X  
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: 1/4/24  
Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: Grant Name: \_\_\_\_\_  
Required: Yes \_\_\_\_\_ No X N/A Date: \_\_\_\_\_  
Grants Coordinator – Suzanne Ulloa

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: 2/27/2024  
See Attached Email  
Risk Manager or designee – ( Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool )

**County Attorney Review**

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

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## Amber Hammonds

---

**From:** Odessa Cooper-Pool  
**Sent:** Tuesday, February 27, 2024 3:45 PM  
**To:** Amber Hammonds  
**Cc:** Kerry Parsons; Lynn Hoshihara  
**Subject:** RE: Urgent - Barge Design Solutions, Inc. - #1 of 11  
**Attachments:** Barge\_Contract\_Final.pdf

Good afternoon Amber,

The contract for Barge Design Solutions, 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 - Barge Design Solutions, Inc. - #1 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.  
Barge Design Solutions, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #1 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](mailto:ahammonds@myokaloosa.com)



**Upcoming Events:**

**May 9<sup>th</sup> 2024- Pensacola, Florida**

16<sup>th</sup> 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 3:03 PM  
**To:** Amber Hammonds; Jacqueline Matichuk; Lynn Hoshihara; Odessa Cooper-Pool  
**Subject:** RE: Urgent - Barge Design Solutions, Inc. - #1 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](mailto: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>  
**Subject:** Urgent - Barge Design Solutions, Inc. - #1 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.

Barge Design Solutions, Inc. - Contract for RFQ PW 81-23 - General Engineering & Professional Services for Okaloosa County Public Works - #1 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](mailto:ahammonds@myokaloosa.com)



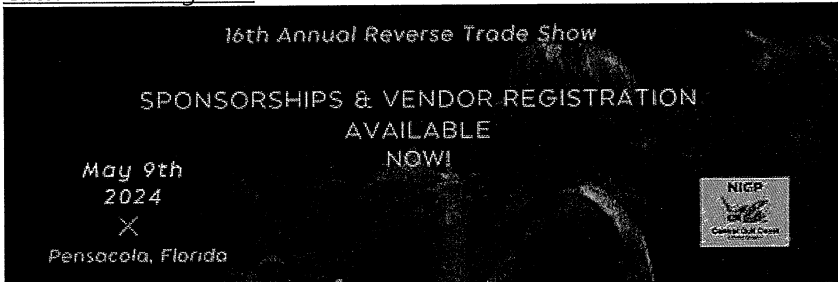
**2024**  
HAPPY NEW YEAR

**Upcoming Events:**

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## Amber Hammonds

---

**From:** Kevin.Kennoy@bargedesign.com  
**Sent:** Tuesday, March 5, 2024 9:25 AM  
**To:** Amber Hammonds  
**Cc:** Kevin.Kennoy@bargedesign.com; Nathan.Hayden@Bargedesign.com  
**Subject:** RE: !The final change was made to contract for RFQ PW 81-23!

Accepted and approved.

Thank you.

### Kevin W. Kennoy PE\*

\*AL, GA, FL, KY AND TN

VICE PRESIDENT - CLIENT SERVICE LEADER

D 850-299-8103 M 850-333-0199  
600 Grand Boulevard, Suite 203 // Miramar Beach, Florida 32550



WE LAUNCHED OUR FRESH, NEW BRAND. // [LEARN MORE](#)

---

**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

**Barge Email CAUTION:** This email is NOT from Barge. **Stop:** do not click links, **Check:** the sender, and **Report:** suspected emails.

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](mailto:ahammonds@myokaloosa.com)

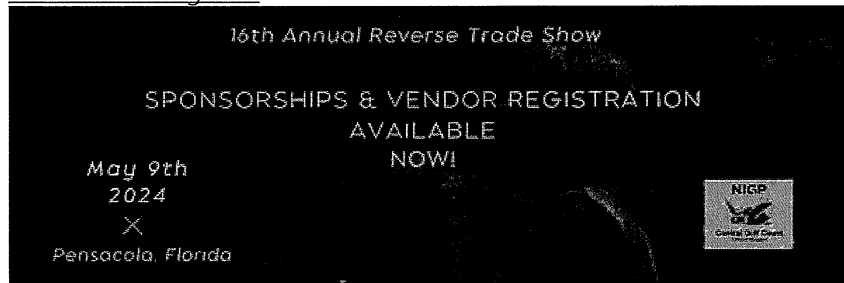


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[Click here to register!](#)



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# Board of County Commissioners Purchasing Department

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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:


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

RESPONSE DOCUMENT #18: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA



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Barge Design Solutions

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### Detail by Entity Name

Foreign Profit Corporation

BARGE DESIGN SOLUTIONS, INC.

#### Filing Information

<b>Document Number</b>	857895
<b>FEI/EIN Number</b>	62-0525827
<b>Date Filed</b>	09/27/1983
<b>State</b>	TN
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	01/03/2018
<b>Event Effective Date</b>	NONE

#### Principal Address

615 3RD AVENUE SOUTH  
STE 700  
NASHVILLE, TN 37210