

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/20/2021

Contract/Lease Control #: C19-2748-PW

Procurement#: RFQ PW 51-18

Contract/Lease Type: CONTRACT

Award To/Lessee: BASKERVILLE-DONOVAN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2023

Description of
Contract/Lease: GENERAL ENGINEERING SERVICES FOR PW

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: E19-2748-PW Tracking Number: 4388/21

Procurement/Contractor/Lessee Name: Baskinville - Dinner Grant Funded: YES ___ NO X

Purpose: amendment/renewal

Date/Term: 9-30-23

Department #:) varies

Account #: _____

Amount: by fast order

Department: PW Dept. Monitor Name: Auty

1. GREATER THAN \$100,000
 2. GREATER THAN \$50,000
 3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 7-30-21

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: see email attached Grant Name: _____

_____ Date: _____

Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 7-30-21

_____ Lisa Price

Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 7-30-21

_____ Lynn Hoshihara, Kerry Parsons or Designee

County Attorney

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Jane Evans
Sent: Thursday, July 15, 2021 8:39 AM
To: DeRita Mason; Suzanne Ulloa
Cc: Kerry Parsons; Roy Petrey
Subject: RE: Renewal

Based on legal approval of including these provisions in the Amendment, it is approved for grant purposes. Per my discussion with Roy, this contract is not directly related to a Triumph project which would require pre-approval.

Thank you for your work on this update.

Jane Evans
Grants and RESTORE Manager
Office of Management and Budget
1250 North Eglin Parkway
Suite 102
Shalimar, FL 32579
Phone: 850-651-7521
Fax: 850-651-7551
Internal Courier: CAO-S/Grants
Email: jevans@myokaloosa.com



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: DeRita Mason
Sent: Thursday, July 15, 2021 6:39 AM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Roy Petrey <rpetrey@myokaloosa.com>; Jane Evans <jevans@myokaloosa.com>
Subject: RE: Renewal

Good morning all,
Please review and approve the attached. Once this one is approved, I will send over the other renewals for review.
Thank you,

DeRita Mason

DeRita Mason

From: Lisa Price
Sent: Friday, July 30, 2021 9:47 AM
To: DeRita Mason
Subject: RE: Renewals

You don't have to send back. I approve with the changes. No reason to double work, you have enough to do!

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, July 30, 2021 9:44 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: RE: Renewals

DeRita Mason

From: Kerry Parsons
Sent: Friday, July 30, 2021 10:29 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: Re: Renewals

These renewals are approved for legal purposes.

Kerry A. Parsons
Chief Assistant County Attorney
Okaloosa County, Florida

From: DeRita Mason
Sent: Friday, July 30, 2021 7:40:14 AM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: Renewals

Good morning,
Please review and approve the attached.
Kerry-you approved the HDR amendment just like this yesterday.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
BASKERVILLE-DONOVAN, INC.
CONTRACT NO. C19-2748-PW**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Baskerville-Donovan, Inc., executed this 7th day of September, 2021, is made a part of the original Agreement dated November 6, 2018, Contract No. C19-2748-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional two (2) years term in accordance with Section 1.3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 1, 2021 and shall terminate no later than September 30, 2023. This is the final renewal on the contract.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 7 and Exhibit "A" of the original Agreement ("Compensation") and/or any amendments thereto; or

4. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "A". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

Contract No. C19-2748-PW

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



5. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

6. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".

 - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

 - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

 - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

 - e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract



sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. **ADDITIONAL FEDERAL CLAUSES.** The County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto.
8. **UPDATED INSURANCE REQUIREMENTS.** the parties wish to amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "D"; and
9. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated November 6, 2018 and any amendments thereto, shall remain in full force and effect.
10. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

BASKERVILLE-DONOVAN, INC:

S. Keith Hill
Signature

BY: President/COO

T. Keith Hill
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II
J.D. Peacock II, Clerk of Court 

BY: Carolyn M. Ketchel
Carolyn M. Ketchel., Chairman 



ATTACHMENT "A"
Scrutinized Companies Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Baskerville-Dmovan, 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:	<u>8/2/2021</u>	SIGNATURE:	<u>T. Keith Hill</u>
COMPANY:	<u>Baskerville-Dmovan, Inc.</u>	NAME:	<u>T. Keith Hill</u> (Typed or Printed)
ADDRESS:	<u>449 W. Main St.</u> <u>Pensacola, FL 32502</u>	TITLE:	<u>President/COO</u>
		E-MAIL:	<u>KHill@BaskervilleDmovan.com</u>
PHONE NO.:	<u>850-438-9661</u>		



ATTACHEMENT "B" **Civil Rights Clauses**

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



ATTACHEMENT "C"
Additional Federal Clauses

AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN

During the performance of this contract, the Contractor will comply with all requirements below and ensure that all subcontractors comply with and all subcontracts contain these requirements:

The U.S. Department of Justice has issued revised regulations implementing Title II of the Americans with Disabilities Act (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

STANDARD PATENT RIGHTS PURSUANT TO FEDERAL FUNDING

If this Agreement is for the performance of experimental, developmental, or research work that is funded in whole or in part by the Federal Government, then the following provisions shall apply:

Rights to Inventions Made Under a Contract or Agreement: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract. The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for County purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as authorized under 2 C.F.R. Appendix II to Part 200(F):

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



DOMESTIC PREFERENCE FOR PROCUREMENTS

The contractor, in accordance with 2CFR 200.322, (a) As appropriate and to the extent consistent with law, should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means that all manufacturing processes, from the initial production through the application of coatings, occurred in the United States.

NEVER CONTRACT WITH THE ENEMY

The contractor agrees, in accordance with 2 CFR 200.215 to never contract with the enemy, and ensure that all subcontractors comply with and all subcontracts contain this requirement. Understanding that they are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000



EXHIBIT "D"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
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.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
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 Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.



WORKERS' COMPENSATION INSURANCE

1. The Contractor 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 Contractor 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.
2. Contractor 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.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor 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. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.



3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor 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.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

The Contractor 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 Contractor'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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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 Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor 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 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor 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.
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.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection



and the satisfactory character of the Insurer.

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

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

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-09-2018

Contract/Lease Control #: C19-2748-PW

Procurement#: RFQ PW 51-18

Contract/Lease Type: CONTRACT

Award To/Lessee: BASKERVILLE-DONOVAN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2021 with ONE 2 YR RENEWAL

Description of Contract/Lease: GENERAL ENGINEERING 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: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2021

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	CONTACT NAME: Alice Pousson PHONE (A/C No. Ext): 850-332-5458 Ext. 1924 E-MAIL ADDRESS: Apousson@sihle.com		FAX (A/C No.): 850-607-2060
	INSURER(S) AFFORDING COVERAGE		
INSURED Baskerville-Donovan Inc. 449 W Main Street Pensacola FL 32502	INSURER A: Westfield Insurance Company		NAIC # 24112
	INSURER B: FFVA Mutual Insurance Company		10385
	INSURER C: Continental Casualty Company		20443
	INSURER D: Transportation Insurance Company		20494
	INSURER E: Continental Insurance Company		35289
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1461958912

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5091275910	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CWP0684938	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4027179086	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC8400023586	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	AEH276170839	1/29/2021	1/29/2022	Professional & Pollut 2,000,000
D	Contractors Equipment	N	4027179184	9/1/2021	9/1/2022	Leased & Rented 50,000 Max per item 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be Umbrella does not go over the Professional/Pollution Liability
 PROJECT: General Engineering Services for Okaloosa County Public Works - (C19-27 regards to the general liability and automobile liability coverage when required by written BCC with regards to the general liability, automobile liability and workers compensation

CONTRACT # C19-2748-PW
 BASKERVILLE-DONOVAN INC
 GENERAL ENGINEERING SERVICES FOR PUBLIC WORKS
 EXPIRES: 09/30/2021 w/1 2 YR RENEWAL

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County BCC 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 05

TASK ORDER AMOUNT: \$ 272,500

CONTRACT#: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENG SERVICES FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.

FIRM'S NAME

T. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

T. Keith Hill

SIGNATURE

President & COO

6.21.2021

TITLE

DATE

RECOMMENDED FOR APPROVAL (Department Director)

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

Digitally signed by Jason T.
Autrey, P.E., C.P.M.
Date: 2021.06.23 20:31:24 -05'00'

SIGNATURE

Public Works Director

TITLE

06.23.2021

DATE

John Hofstad

Digitally signed by John Hofstad
Date: 2021.06.24 14:38:31
-05'00'

COUNTY ADMINISTRATOR (if applicable)

06.24.2021

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde
Date: 2021.06.24 08:42:55 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas Digitally signed by Faye Douglas
Date: 2021.06.24 09:07:31 -05'00'

OMB Director/DATE

06.24.2021

DATE

Carol L. Ketchel
CHAIRMAN (if applicable)

JUL 06 2021

DATE



PROFESSIONAL SERVICES PROPOSAL

SHORES AT CRYSTAL BEACH PARK EXPANSION
Okaloosa County, Florida

June 21, 2021

SUMMARY AND PURPOSE

Okaloosa County recently entered into a cooperative partnership with the City of Destin, the Tourist Development Council (TDC) and Trust for Public Land to expand and revitalize the existing Shores at Crystal Beach Park south of Scenic Highway 98 at Hutchinson Street. Acquiring Public Beach is the Destin City Council's Top Priority in the City's Adopted 2020 Strategic Plan. The Destin City Council has pledged \$9,000,000 to this initiative and the Okaloosa Board of County Commissioners/TDC has pledged \$13,000,000 to beach acquisition.

The existing park includes a paved parking area, a covered pavilion with restrooms, wooden boardwalk access and a sand rinse area near Scenic Highway 98. The newly renovated and expanded park is to be dubbed "The Gateway to Crystal Beach" and will encompass four total parcels including the existing Shores at Crystal Beach Park and increase current park width from 67 linear feet to 251 linear feet of Gulf front public access.

The County has requested that Baskerville-Donovan, Inc. (BDI) generate a proposal to include Boundary and Topographical Site Survey, Geotechnical Soil Testing, Conceptual Site Planning, Engineering Design and Regulatory Permitting Services necessary to develop and construct the proposed park expansion.

BDI understands the new Gateway Park perimeter will include the existing park property and three additional and adjacent Gulf-front parcels; one immediately to the west of the existing park (named Crystal Port parcel) and the other two immediately to the east of the existing park (named Expansion 1 parcel and Expansion 2 parcel, respectively). While the conceptual layout and engineering design of the new park will consider all four parcels as one unified development, the County has informed BDI that construction will be completed in two separate phases – Phase 1 will include Crystal Port and the Existing Park Renovations and Phase 2 will include Expansion 1 & 2 parcels to the east.

The combined parcel park expansion will offer an additional covered pavilion to complement the existing pavilion structure. It is our understanding that the new pavilion will mirror the existing pavilion and include new restroom facilities and shaded areas for activities. The wooden boardwalk currently adjacent to the existing pavilion will be upgraded to meet ADA requirements, if necessary. Additional wooden boardwalk features will be incorporated into the new pavilion design to offer additional beach access from the new parking area and be fully compliant with ADA requirements.

The new asphaltic parking area will span all four parcels and meet development requirements outlined within the City of Destin LDRs. Low Speed Vehicle (LSV or golf cart) parking spaces will be considered and strategically placed to maximize parking uses by vehicle type within the expanded parking area. BDI will use the boundary survey and existing utility information to determine the most strategic locations for new park vehicular access and outline these points of connection in the conceptual layout submittal for County approval.

Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Destin Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate. The Northwest Florida Water Management District (WMD) will govern all stormwater-related design criteria.

WORK SCOPE ELEMENTS

Task 1 – Boundary/Topographic Survey

A boundary survey will be performed by obtaining the outer property lines of all four parcels. The existing park and Crystal Port are currently owned by Okaloosa County and/or the City of Destin and therefore pose no issue with property entry by the survey crew. The Expansion parcels to the east are either currently being acquired by these governing entities or will be in the near future. To effectively identify limits of conceptual design, the survey team will obtain all boundary data for the Phase 1 parcels and only property corners of the eastern expansion parcels for Phase 2. The proposed scope of work will account for any remaining boundary survey tasks required to finalize the Phase 2 parcels post-acquisition and post-site clearing.

A topographic survey of all four parcels will be obtained in a similar manner. Phase 1 topography will be obtained first with Phase 2 topography being surveyed post-acquisition and post-site demolition. The topographic survey will identify the location of existing improvements, drainage features and identified utilities. Surveyors will establish State Plane Control, the Coastal Construction Control Line (CCCL) and vertical control using established vicinity benchmarks. Both surveys will also include areas of Scenic Highway 98 and the Hutchison Street intersection (as needed for roadway connection design).

Tasks 2.1 / 2.2 – Geotechnical Investigation

Geotechnical Investigation services will be necessary to examine soil conditions within boundaries of the proposed parking lot area and new Stormwater Management Facilities (SMFs) to provide recommendations for pavement section and drainage design criteria. Task 2.1 will include all geotechnical site work for Phase 1 and Task 2.2 will include the same for Phase 2 (once the eastern parcels have been acquired and cleared). Scheduling for these two independent tasks is addressed later within this document and the proposed geotechnical fee covers both phased tasks.

Soil investigations will include the drilling of two (2) 35 foot deep Standard Penetration Test (SPT) borings in the proposed pavilion area and two (2) auger borings to the existing groundwater table within the proposed pond boundary to evaluate present the subsurface conditions. Encountered subsurface conditions realized during the SPTs will be used to establish aquifer characteristics for pond analysis. It is assumed that the SPT locations for the Phase 2 pavilion will be readily accessible via truck mounted drill rig once the residential structures currently located on Expansion Parcels 1 & 2 are cleared.

Laboratory soil testing will be required to determine soil classification, evaluate and document general material properties (e.g. moisture sensitivity, compatibility, permeability, etc.). Several natural water content, grain size tests, and up to two (2) falling head permeability tests will be performed. Additional laboratory testing (if necessary, based on the subsurface conditions encountered) will not be performed without prior County authorization.

Task 3 – Overall Concept Park Layout

An initial Conceptual Park Layout will be prepared for County review and will include both construction phases to illustrate the overall park plan and design concept spanning all four parcels. It is understood that Phase 1 construction will commence ahead of Phase 2 and therefore design will address any/all aspects of this chronological build component. The Conceptual Park Layout will provide clarity of how each phase will operate independently during construction and also showcase a proposed layout for both phases combined into the final park expansion product.

The conceptual plans will be comprehensive civil and architectural illustration of the proposed park layout and its related improvements. It will illustrate parking lot limits with required space counts as per Destin LDRs, define landscape buffers, show proposed boardwalk locations, the new pavilion proximity and access connections to Scenic Highway 98 and stormwater management areas.

The conceptual layout plan will be considered a 10% illustrative effort to serve as the basis for initial County comment and provide a starting point for actual site design and architectural specifics relative to the new pavilion. Comments provided by the County to the concept layout will drive the project forward.

Task 3 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - Overall Park Expansion Conceptual Layout in PDF format
 - Architectural Rendering of Conceptual Layout (optional)
 - Team Meeting with County to Discuss Layout and Design Specifics

Task 4 – 30% Construction Plans

30% Construction Plans will be prepared for County review based upon County comments to the Task 3 layout. The plans will be completed to a level of detail necessary for the County to fully understand design intent for the finalized site layout.

The plans will define horizontal control for all proposed park improvements, identify asphalt pavement design for the parking area and illustrate typical pavement sections, identify proposed roadway access connection points to Scenic Highway 98 and begin to address design elements of the new pavilion structure. Design criteria such as pertinent layout information from Destin LDRs, one architectural rendering (if requested) and expected drainage requirements will also be addressed.

Pre-application meetings will be held with regulatory agencies to review the 30% plan set and discuss expected permitting requirements.

Architectural Plans will be prepared for the 30% submittal including structural, mechanical, electrical and plumbing design disciplines. The work will be performed in accordance with the Florida Building Code, latest edition. The design plans for the existing pavilion will be utilized as the basis for design with incorporation of updated codes and requirements.

Task 4 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 30% Construction Plans in PDF format

Task 5 – 60% Construction Plans

The 30% construction plans will advance to a 60% design phase for County review. The 60% construction plans will include an overall site layout, general notes, demo and erosion control, finalized horizontal control, grading and drainage, drainage details (including pond and swale sections), pavement sections and details, intersection details, boardwalk plans and details, pavilion architectural/MEPS plans, identified utility locations and traffic control plans. Drainage calculations will also be provided for County review.

The 60% plan set will include general or specific conditions addressed as part of 30% pre-application discussions with regulatory agencies.

Task 5 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 60% design plans in PDF format
 - Distribution of 60% plans to all identified Utility Owners for comment

Task 6 - 90% Construction Documents

Construction documents will be completed to the 90% stage. Comments from the 60% submittal to the County will be incorporated into the plan set along with any comments from utility owners. Construction details and technical specifications will be finalized for permit submittals.

Task 6 Deliverables:

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

Task 7 - Permitting

Permitting activities will include site and building plan reviews through the City of Destin, stormwater permitting through the Northwest Florida Water Management District, construction activities seaward of the Coastal Construction Control Line (CCCL) through Florida Division of Water Resource Management and utility permitting through Destin Water Users.

Task 7 Deliverables:

- Completed City of Destin Development Order application and supporting documents
- Completed Environmental Resource Permit (ERP) application and supporting documents
- Completed Destin Water Users application with supporting documents
- Completed Division of Water Resource Management and supporting documents

Task 8 - Final Construction Documents

Construction documents will be completed to the 100% stage. Comments from the County, City of Destin and other regulatory agencies will be incorporated into the plans in accordance with the specified permit requirements. Construction plans and technical specifications will be finalized for bidding activities.

Task 8 Deliverables:

- One (1) bound signed and sealed set of 100% Final Design Plans in 11"x 17" format
- One (1) bound signed and sealed Project Manual in 8.5"x11" format
- One (1) CD, USB drive or email containing the following:
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Task 9 - Bidding Services

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

Submittal Schedule

Task 1 - Boundary and Topographic Surveys	30 Days from NTP
Task 2.1 - Geotechnical Investigation (Phase 1)	30 Days from NTP
Task 2.2 - Geotechnical Investigation (Phase 2)	30 Days from Clearing of Expansion Parcels 1 & 2
Task 3 - Overall Concept Layout and Rendering	30 Days from Completion of Task 1
Task 4 - 30% Construction/Architectural Plans	60 Days from County Approval of Task 3
Task 5 - 60% Construction Plans	45 Days from County Approval of Task 4
Task 6 - 90% Construction Plans	30 Days from County Approval of Task 6
Task 7 - Permitting	90 Days from Task 7 (estimated approval duration)
Task 8 - Final Construction Docs	30 Days from Issued Permits
Task 9 - Bidding Services	15 Days from Task 9

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

The following fee schedule is based on anticipated hours to complete each task and the contract shall not exceed the identified totals without prior written authorization from Okaloosa County.

Anticipated Fee Schedule:

Boundary and Topographic Survey Services	\$ 13,526.00
Design Development (including Conceptual Layout for County Review)	\$ 36,952.00
Construction Docs (30%, 60%, 90% & 100%)	\$ 116,092.00
Architectural / MEPS Services	\$ 55,660.00
Architectural Renderings (Concept Layout and Final Design – Optional)	\$ 2,640.00
Geotechnical Services	\$ 6,450.00
Permitting Services	\$ 33,758.00
Bidding Services	\$ 7,422.00
Total Service Fee	\$ 272,500.00

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

Excluded Items:

- Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- Cultural Resource Assessment Report (CRAS)
- Lighting Studies
- Site Lighting Design
- CEI Services
- Public Meetings (hourly service fees apply as requested by County)

Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
OKALOOSA COUNTY

T. Keith Hill, P.E. – President/COO

Jason Autrey – County Public Works Director

Date: _____

Date: _____

L:\121 Okaloosa County\Shores at Crystal Beach Park Expansion

PROFESSIONAL SERVICES PROPOSAL

SHORES AT CRYSTAL BEACH PARK EXPANSION
Okaloosa County, Florida

June 21, 2021

SUMMARY AND PURPOSE

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Submittal Schedule

Task 1 - Boundary and Topographic Surveys	30 Days from NTP
Task 2.1 - Geotechnical Investigation (Phase 1)	30 Days from NTP
Task 2.2 - Geotechnical Investigation (Phase 2)	30 Days from Clearing of Expansion Parcels 1 & 2
Task 3 - Overall Concept Layout and Rendering	30 Days from Completion of Task 1
Task 4 - 30% Construction/Architectural Plans	60 Days from County Approval of Task 3
Task 5 - 60% Construction Plans	45 Days from County Approval of Task 4
Task 6 - 90% Construction Plans	30 Days from County Approval of Task 6
Task 7 - Permitting	90 Days from Task 7 (estimated approval duration)
Task 8 - Final Construction Docs	30 Days from Issued Permits
Task 9 - Bidding Services	15 Days from Task 9



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

The following fee schedule is based on anticipated hours to complete each task and the contract shall not exceed the identified totals without prior written authorization from Okaloosa County.

Anticipated Fee Schedule:

Boundary and Topographic Survey Services	\$ 13,526.00
Design Development (including Conceptual Layout for County Review)	\$ 36,952.00
Construction Docs (30%, 60%, 90% & 100%)	\$ 116,092.00
Architectural / MEPS Services	\$ 55,660.00
Architectural Renderings (Concept Layout and Final Design – Optional)	\$ 2,640.00
Geotechnical Services	\$ 6,450.00
Permitting Services	\$ 33,758.00
<u>Bidding Services</u>	<u>\$ 7,422.00</u>
Total Service Fee	\$ 272,500.00

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

Excluded Items:

- Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- Cultural Resource Assessment Report (CRAS)
- Lighting Studies
- Site Lighting Design
- CEI Services
- Public Meetings (hourly service fees apply as requested by County)

Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
OKALOOSA COUNTY

 T. Keith Hill, P.E. – President/COO

 Jason Autrey – County Public Works Director

Date: _____

Date: _____

L:\121 Okaloosa County\Shores at Crystal Beach Park Expansion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2021

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	CONTACT NAME: Alice Pousson PHONE (A/C No. Ext): 850-332-5458 Ext. 1924 E-MAIL ADDRESS: Apousson@sihle.com	FAX (A/C No.): 850-607-2060													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B : FFVA Mutual Insurance Company</td> <td>10385</td> </tr> <tr> <td>INSURER C : Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER E : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Company	24112	INSURER B : FFVA Mutual Insurance Company	10385	INSURER C : Continental Casualty	20443	INSURER D : Transportation Insurance Company	20494	INSURER E : Continental Insurance Company	35289	INSURER F :
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INSURER F :															
INSURED Baskerville-Donovan Inc. 449 W Main Street Pensacola FL 32502	BASKINC-01														

COVERAGES**CERTIFICATE NUMBER:** 455544594**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			5091275910	9/1/2020	9/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CWP0684938	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4027179086	9/1/2020	9/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC8400023586	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability	N	N	AEH276170839	1/29/2021	1/29/2022	Professional & Pollt	2,000,000
D	Contractors Equipment	N	N	4027179184	9/1/2020	9/1/2021	Leased & Rented Max per item	50,000 25,000

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

PROJECT: General Engineering Services for Okaloosa County Public Works - (C19-2748-PW)
 Okaloosa County BCC is included as additional insured with regards to the general liability and automobile liability coverage when required by written contract. Waiver of subrogation applies in favor of Okaloosa County BCC with regards to the general liability, automobile liability and workers compensation coverage when required by written contract.

CONTRACT#: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 09/30/2021 W/ 1 2 YR RENEWAL

CERTIFICATE HOLDER**CAN**

Okaloosa County BCC
 5479A Old Bethel Road
 Crestview FL 32536

SH. THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

CONTRACT#: C19-2748-PW
BASKERVILLE DONOVAN, INC.
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

TASK ORDER #: 04

TASK ORDER AMOUNT: \$ 372,270.00 (NTE)

OFFERED BY CONSULTANT:
Baskerville-Donovan, Inc.

FIRM'S NAME
T. Keith Hill, President

REPRESENTATIVE'S PRINTED NAME

J. Keith Hill

SIGNATURE
President/COO

25 March 2021

TITLE

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

Jason T. Autrey, Digitally signed by Jason T. Autrey, P.E., C.P.M. Date: 2021.03.26 08:53:42 -05'00'

SIGNATURE

Public Works Director

TITLE

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual) Table 1

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.03.26 09:12:57 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas Digitally signed by Faye Douglas Date: 2021.03.26 09:52:59 -05'00'

OMB DIRECTOR/DATE

DATE

John Hofstad Digitally signed by John Hofstad Date: 2021 03.26 10:27 18 -05'00'

John Hofstad, COUNTY ADMINISTRATOR

DATE

Carolyn M. Ketchel
Carolyn M. Ketchel, CHAIRMAN

APR 06 2021

DATE





PROFESSIONAL HOURLY SERVICES PROPOSAL

For

MILLSIDE ROAD PAVING DESIGN
Okaloosa County, Florida

March 02, 2021

SUMMARY AND PURPOSE

Okaloosa County intends to improve a portion of Millside Road in the north end of the county; south of Laurel Hill, FL. Millside Road is an unpaved connector between State Road 85 and Highway 2. The road is utilized by local residents, agricultural and silvicultural vehicles. The current improvements, which include paving and establishing a Right-of-Way (ROW), are proposed for the portion Millside Road located between SR85 and Steel Mill Creek Road. This unpaved segment of Millside Road is approximately three miles in length with an existing concrete & steel bridge crossing Horsehead Creek. The roadway has scored near the top of Okaloosa County's "Dirt to Pave" matrix, and was listed among impaired sites in the Yellow River Watershed in Alabama and Florida, in a 2010 FWC Report.

The County has requested that Baskerville-Donovan, Inc. (BDI) provide a proposal for providing the Surveying Services, Metes and Bounds, Site Investigations, Engineering Design and Permitting Services necessary to properly establish the proposed ROW Boundary and construct a paved roadway. Preliminary ROW and roadway alignment considerations have been performed by the County for this section of roadway, dating as far back as the 1980's. At one time, Millside Road was considered as a continuation of Highway 2, east of State Road 85. The roadway alignment and design services BDI proposes for this project will be based on current survey data collected and standard design practices performed as part of this contract. Florida design standards (Florida "Green Book"), and Okaloosa County standards will be utilized as the basis of design.

BDI understands that the County intends utilize a "Dusty Road" stormwater exemption through the Northwest Florida Water Management District (WMD) per Paragraph 62-330.051(4)(e), F.A.C., for construction of the proposed improvements. Design efforts will attempt to meet this objective as best possible. If, during design, it is determined that the exemption criteria are not achievable based on existing conditions and/or current design standards, the County will be notified and BDI will coordinate with regulatory agencies necessary to obtain permits for the project.

Based on the requirement for exemption and other observed geographic/topographic constraints along the proposed roadway segment, we plan utilize the existing horizontal alignment of Millside Road wherever possible to avoid wetland impacts, minimize ROW acquisition needs and avoid impacts to existing utilities. The existing bridge crossing Horsehead Creek will remain in place and not be altered as part of this project. Roadway approach and departure alignments will be modified if necessary to meet current design criteria and align with the existing bridge.

Millside Road Paving Design
March 02, 2021
Page 2 of 6

WORK SCOPE ELEMENTS

Task 1 - Topographic Survey, Environmental Assessment & Delineation and Geotechnical Services.

A topographic survey will be performed along the centerline of the existing roadway, and include cross-sections out 50 feet from the centerline, from HWY 85 to Steel Mill Creek Road. The survey will also include areas of HWY 85 and Steel Mill Creek Road, a minimum of 100 feet north and south from the intersection with Millside Road. The topographic survey will identify the location of existing improvements, drainage features, and identified utilities. Surveyors will establish State Plane Control, a survey control line and vertical control (Bench Marks at 1,000 foot intervals). If necessary, additional topographic data will be obtained in areas of proposed realignment, outside of the existing roadway corridor.

A Wetland Scientist will perform an assessment of the site and delineate identified wetland areas within the proposed limits of work. The delineated boundaries will be located and illustrated on the topographic survey. The wetland delineations will be performed in accordance with State and Federal standards. A binding jurisdictional delineation will not be requested or submitted as part of these services. If necessary, environmental allowances provided herein will be used to identify impacts to wetland areas, identify protected and/or endangered species habitats and to provide opinion on potential avoidances where applicable. A licensed Archeologist will be provided in the event that regulatory agencies require a review of historic or cultural resources within the limits of the design.

Geotechnical Services will be necessary to examine soil conditions in existing and proposed roadway areas and to provide recommendations for roadway section and drainage design criteria. In the event that stormwater treatment or collection systems are deemed necessary, additional geotechnical investigations and recommendations will be utilized for required components.

Task 2 – Conceptual Design (30% Roadway Plans)

Conceptual (30%) Design Plans will be prepared for County review. These plans will include a concept layout for the horizontal and vertical geometry, typical pavement section design(s) and identify conceptual areas of ROW acquisition. The plans will be completed to a level of detail necessary for the County to fully understand design intent and illustrate profiles, cross sections and anticipated environmental and/or wetland impacts. Design criteria such as Level of Service, design speed and conceptual drainage considerations will be included as well.

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

Task 2 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 30% Design Plans in PDF format
 - Parcel Map showing areas of proposed ROW acquisition

Millside Road Paving Design
March 02, 2021
Page 3 of 6

Task 3 – Survey Services for Right-of-Way Acquisition

Deed and Section research will be performed in concert with **Task 1** and **Task 2** in order to identify potential ROW acquisition areas and obtain owner contact information. Following approval of the proposed alignment and roadway geometry in **Task 2**, an overall Right-of-Way description will be prepared for the new limits of Millside Road, within the limits of the project. Section and property ties and calculations will be performed based on the new ROW limits, and ROW acquisition parcel descriptions will be prepared for what are estimated to be 20 to 25 parcels. Final **Task 3** deliverables will be submitted with the 60% plans submittal (**Task 4**), for County staff to begin acquisition coordination with legal counsel and landowners. The staking of acquisition parcels is not included as part of these services.

Okaloosa County Staff will coordinate directly with residents and landowners regarding ROW acquisition. Negotiations and legal services necessary for ROW acquisition are not included in the scope of this proposal.

Task 4 – 60% Plans Preparation

Roadway plans will advance from the conceptual 30% to 60% phase for County review. The 60% roadway plans will include a key sheet, typical sections, general notes, drainage details, project layout, Roadway Plan, Roadway Profile, side street intersection plan and profiles, cross sections, driveway profiles, intersection details, retention pond details (if necessary), identified utility locations and traffic control plans. Drainage calculations will be provided as well for County review. We anticipate the 60% plan set to include approximately 90 plan sheets.

Task 4 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 60% design plans in PDF format
 - Opinion of Probable Construction Costs (OPCC) in PDF format
 - Distribution of 60% plans to identified Utilities

Task 5 - 90% Construction Documents

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

Millside Road Paving Design
March 02, 2021
Page 4 of 6

Task 5 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 90% design plans in PDF format
 - Distribution of 60% plans to identified Utilities

Task 6 - Permitting

It is anticipated that the majority of the proposed roadway improvements will qualify for a WMD "Dusty Road" exemption under Paragraph 62-330.051(4)(e), F.A.C.. FWC studies conducted in 2010 reporting that the roadway is contributing sediment into Horsehead Creek may also demonstrate that the improvements will have a positive environmental impact. BDI will make efforts to keep the proposed design within conforming limits of the exemption rule. In the event of areas where the proposed alignment may deviate from the existing alignment (or result in wetland impacts), the WMD may require an ERP Permit. Wetland impacts may also result in the need for a US Army Corps of Engineers (USACE) Nationwide Permit (NWP) as well. Should these environmental permits be necessary, BDI will complete permit application packets and coordinate with regulatory agencies as needed to obtain the necessary permits.

FDOT connection permitting will be required for connection to adjoining State Highways. A railroad easement exists at the intersection of Millside Road and Hwy 85 on the west end of the project, which may also require additional permitting efforts.

Task 6 Deliverables:

- NFWFMD Dusty Road exemption application w/ supporting drawings and calculations
- USACE Nationwide Permit application (as applicable)
- FDOT Access Connection Permit applications (as applicable)
- FDOT Railroad Easement Access Permit (if required)

Task 7 - Final Construction Documents

Construction documents will be completed to the 100% stage. Comments from the County, FDOT and regulatory agencies will be incorporated into the plans in accordance with the specified permit requirements. Construction plans and technical specifications will be finalized for bidding activities.



Millside Road Paving Design
 March 02, 2021
 Page 5 of 6

Task 7 Deliverables:

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

Task 8 - Bidding Services

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

Submittal Schedule

Task 1 Survey, Enviro., Geotech.	80 Days from NTP
Task 2 Design/30% Construction Docs	70 Days from Task 1
Task 3 Survey ROW Acquisition	with Tasks 1, 2 & 4
Task 4 60% Construction Docs	30 Days from County Review of Task 2
Task 5 90% Construction Docs	21 Days from County Review of Task 4
Task 6 Permitting	90 Days from Task 4 (estimated approval duration)
Task 7 Final Construction Docs	30 Days from Issued Permits
Task 8 Bidding Services	Upon County Request

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



Millside Road Paving Design
 March 02, 2021
 Page 6 of 6

The following fee schedule is based on anticipated hours to complete each task and the contract shall not exceed the identified totals without prior written authorization from Okaloosa County.

Anticipated Fee Schedule (based on hourly rates):

Topographic Survey Services	\$ 56,525.00
Survey Services for ROW Acquisition	\$ 68,695.00
Design Development and Construction Documents (30%, 60%, 90% & 100%)	\$ 174,870.00
Permitting	\$ 4,750.00
<u>Bidding Services</u>	<u>\$ 7,430.00</u>
Total Hourly Service Fee (Not To Exceed)	\$ 312,270.00

Anticipated Allowances:

Geotechnical Services	\$ 45,000.00
Environmental Services	\$ 10,000.00
<u>Archeological Services</u>	<u>\$ 5,000.00</u>
Total Allowances (Not to Exceed)	\$ 60,000.00

Total Hourly Fee (Not To Exceed) \$ 372,270.00

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

Excluded Items:

- Permitting Fees
- ROW Acquisition Coordination/Legal Services
- PD&E Studies
- Lighting Studies
- Bridge/Structural Design

Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
OKALOOSA COUNTY

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

 Jason Autrey – County Public Works Director

Date: _____

Date: _____

L:\121 Okaloosa County\Millside Road Paving Design

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 03

TASK ORDER AMOUNT: \$ 52,610

CONTRACT#: C19-2748-PW
BASERVILLE DONOVAN, INC.
GENERAL ENGINEERING SEVICES FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWALS

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.
FIRM'S NAME

T. Keith Hill, P.E.
REPRESENTATIVE'S PRINTED NAME

T. Keith Hill
SIGNATURE

Exec. VP/COO Nov. 25, 2019
TITLE DATE

RECOMMENDED FOR APPROVAL (Department Director)

[Signature]
SIGNATURE
Director of Public Works
TITLE

12/16/19
DATE

[Signature]
COUNTY ADMINISTRATOR (if applicable)
John Holstad
12/19/19
DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

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

[Signature]
PURCHASING MANAGER
12/17/2019
DATE

[Signature]
OMB Director/DATE
12.19.2019
DATE

CHAIRMAN (if applicable)

DATE

TASK ORDER SUMMARY
STAFF ROAD DRAINAGE AND OUTFALL ARMORING FINAL DESIGN

**Professional Consulting Services for
Okaloosa County Public Works**

Task Order No.: 03

BDI Project No.: 12103.01

Date: November 18, 2019

BASKERVILLE-DONOVAN, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "SERVICES") for **Okaloosa County Public Works** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Consulting Engineering Services (Contract No.: C19-2748-PW), dated November 11, 2018 (as Amended), all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Staff Road, Okaloosa County, Florida
- 2. Task Name:** Staff Road Drainage and Outfall Armoring Final Design
- 3. Task Description/Scope of Services:** The CONSULTANT shall perform the professional services contained in **Exhibit "A"** dated November 18th, 2019 and attached hereto.
- 4. Compensation:** For all work performed in accordance with Tasks 1 through 5, the CONSULTANT shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Fifty-Two Thousand Six Hundred Ten Dollars and 00/100 dollars (\$52,610.00 LS)** as derived included fee proposal worksheet.

EXHIBIT “A”: SCOPE OF SERVICES
Staff Road Drainage and Outfall Armoring Final Design

Okaloosa County Public Works
Professional Engineering Design and Limited Construction Phase Services
November 18, 2019

SECTION A: PURPOSE AND DESIGN HISTORY

Staff Road is located approximately 2.8 miles north northwest of Crestview, Florida and connects to both Old Bethel Road at the south end and Lake Silver Road at the north. Staff Road is divided into north and south sections by a large detention lake and its outfall to an existing USDA pond at the headwaters of David Mill Creek. The north end of Staff Road and the surrounding watershed including a portion of Lake Silver Road, Taylor Road River Loop Drive and lands to the north naturally drain southward along Staff Road and outfall via an eroded creek bed to the USDA pond.

The purpose of this project is to fully design and permit a series of dry retention stormwater management facilities (SWMF) in the vicinity of the Staff Road and River Loop Drive intersection which captures and diverts incoming watershed flow through an armored outfall ditch and dissipates flow energy downstream thus significantly reducing erosion potential within the existing USDA pond and Davis Mill Creek.

A previous task order issued to CONSULTANT by the COUNTY (Task Order 01, dated January 04, 2019) involved initial site due diligence, watershed delineation and a conceptual drainage design to help mitigate existing erosion and downstream flooding during critical storm events. CONSULTANT investigated multiple options for site improvement given the theoretical pretense that the current land owner would grant the COUNTY easement rights to be used for SWMF construction. CONSULTANT used web-based Lidar and other online resources to develop the watershed map and area quantities used for expected flow rate calculations. Specific parcels of land to be potentially used for SWMF construction were designated by the land owner and formally identified to CONSULTANT by the COUNTY.

Part of the scope within Task Order 01 was to determine the minimum SWMF footprint needed capture and retain one hundred percent (100%) of the watershed inflow within a closed basin drainage system. CONSULTANT used ICPR (Interconnected Pond Routing) modeling software to generate flow rates, total expected volumes and resulting stage-storage tables for the 5-, 10-, 25- and 100-year storm events. AutoCAD was then used to accurately illustrate the minimum land impact required to achieve full retention given management basins with 3:1 interior side slopes and dry depths up to 20 feet below existing grade. CONSULTANT notified the COUNTY that additional lands would be necessary to encapsulate the magnitude of water generated by the delineated watershed. The land owner was unable to provide additional property beyond the two proposed pond areas identified near the intersection of Staff Road and River Loop Drive and the proposed swale south of River Loop Drive. Therefore, a new and final design was then needed to maximize incoming flow arrest and minimize outfall erosion given the newly designated land parameters.

The proposed scope of work for Task Order 03 details the final design services to be performed by the CONSULTANT for this project. The project tasks identified for this contract shall generally include the following:

- Boundary and topographic survey of designated stormwater basin areas and proposed outfall (to be performed by Okaloosa County)
- Geotechnical borings to obtain soil types and Seasonal High Water Tables (SHWT) at the location of each proposed SWMF basin
- Modify the conceptual SWMF geometry based upon actual survey drawings
- Modeling calculations to determine SWMF outfall flow rates stage/storage parameters given watershed inflow as calculated from Task Order 01
- Final design of the proposed swale system south of River Loop Drive
- Piping and smart box design to connect and discharge SWMF
- Development of final construction drawings and supporting stormwater report
- Work to obtain permitting approval with the Northwest Florida Water Management District (NFWFMD)
- Construction drawing deliverables to COUNTY for review and approval

SECTION B: SCOPE OF SERVICES

The following tasks identify the scope of professional services to be performed by the CONSULTANT:

Task 1: Project Kickoff

1.1 Kick-Off Meeting: The CONSULTANT shall participate in a kick-off meeting with the COUNTY to review the project approach and details of the project. CONSULTANT shall visit the site to observe existing conditions and document observed drainage features potentially impacting the project.

Task 2: Geotechnical Borings at Designated SWMF Areas

2.1 Soil Types and Water Table: The CONSULTANT shall sub-contract geotechnical services to perform auger borings and soil classifications at the location of each proposed SWMF location. The CONSULTANT shall use the data obtained from the geotechnical testing in their stormwater modeling and design efforts.

2.2 Geotechnical Report: The CONSULTANT shall obtain signed and sealed hard copies of the geotechnical report and provide one set to the COUNTY within the stormwater report deliverable.

Task 3: Develop Final Drainage Design for COUNTY Review

3.1 Modification of Conceptual SWMF Geometry: The CONSULTANT shall modify the conceptual SWMF design to correlate with the actual surveyed conditions. The new geometry shall conform to the illustrated boundary conditions and existing topography of each designated parcel. SWMF modification and design shall include the swale component south of River Loop Drive (identified in Task Order 01).

3.2 Hydrology Modeling to Determine Proposed SWMF Performance: The CONSULTANT shall use Advanced Interconnected Pond Routing (Ad ICPR4) stormwater modeling software to determine the maximum stage elevations and quantify outfall runoff from the proposed SWMF given the derived watershed flow from the 100-year critical duration storm event (identified in Task Order 01).

3.3 Final SMWF and Outfall Structure Design: The CONSULTANT shall design the SWMF system to provide maximum retention with minimum outfall flow given the nature of each available parcel and the system operation as a whole. The CONSULTANT shall design all piping required to ensure maximum SWMF system performance and shall design any/all required smart box structures needed for SWMF elevation control and ultimate SWMF discharge.

3.4 Outfall Energy Dissipation and Ditch Armoring Design: The CONSULTANT shall design the SWMF outfall system to dissipate outfall energy and minimize downstream velocities in an effort to mitigate erosion. The CONSULTANT shall select the most viable outfall location and work closely with the COUNTY to identify and select the most cost effective armoring solution. It shall be the focus of the CONSULTANT to provide a design which minimizes erosion downstream of the SWMF and especially into the existing USDA SWMF at the headwaters of Davis Mill Creek.

3.5 Outfall Shop Drawing Review: CONSULTANT shall review outfall structure shop drawings and make any necessary corrections.

3.6 Development of Construction Plans and Stormwater Report: The CONSULTANT shall develop a set of construction plan drawings to illustrate the proposed SWMF system and outfall armoring design in detail. The construction plans shall include the delineated watershed area (from Task Order 01) and provide plan and section views of each of the basins which comprise the overall SWMF system. The construction plans shall depict calculated max stage conditions within the SWMF for the 5-, 10-, 25- and 100-year critical storm events. The CONSULTANT shall also develop a supporting stormwater calculation report which summarizes techniques and methods used to determine these final design conditions. The CONSULTANT shall submit two (2) copies of the construction plans (and report) for the proposed improvements, including details and Opinion of Probable Construction Costs (OPCC) based on data provided for the design.

3.7 Production of Design Documentation: CONSULTANT shall produce detailed engineering design plans and specifications which clearly illustrate all components of proposed stormwater management facilities and outfall design. Engineering plans shall be submitted to the COUNTY under the following protocol:

- 30% Design Plans
- 60% Design Plans
- 90% Design Plans
- Signed and Sealed 100% Design Plans
- Signed and Sealed Final Stormwater Report

Construction Drawings shall include:

- a. Cover Sheet
- b. Existing Conditions (boundary and topo surveys)
- c. Watershed Delineation Map
- c. Overall Site Plan
- d. Erosion Control Plan
- e. Grading and Drainage Plan (including SWMF sections)
- f. Drainage and Outfall Armoring
- g. Miscellaneous Details

3.8 Field Reviews: The CONSULTANT shall make an initial trip to the project site to obtain necessary data for all project elements.

3.9 Quality Assurance/Quality Control (QA/QC): It is the CONSULTANT'S responsibility to independently and continually Quality Control their plans and other deliverables. The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT and their sub-consultant(s) under this contract.

3.10 Construction Site Visit: CONSULTANT shall attend one (1) site visit during construction to answer questions from COUNTY stormwater crew.

3.11 Probable Construction Costs: The CONSULTANT shall develop a probable cost of construction estimate after 90% design is complete.

Task 4: NFWMD Permit Application and Approval

4.1 Apply and Obtain Approval for NFWMD Permit: The CONSULTANT shall complete all necessary paperwork and applications to seek permitting approval from the Northwest Florida Water Management District (NFWMD).

4.2 Pre-Application Meeting with NFWWMD: The CONSULTANT attend a one-time pre-application meeting with the District (Crestview office) to present the design prior to commencement of engineering work and seek written approval to proceed as discussed.

Task 5: As-Built Survey Drawings and NFWWMD Engineer Certification

5.1 As-Built Conditions Survey: The CONSULTANT shall complete all necessary paperwork and applications to seek permitting approval from the NFWWMD.

SECTION C: EXCLUSIONS AND ASSUMPTIONS

The following exclusions and assumptions shall apply to this scope of services:

- Final stormwater pond location and design shall be based upon boundary/topography conditions (as provided by the COUNTY);
- Geotechnical investigation shall be necessary to accurately design the proposed SWMF system;
- Final stormwater design shall be based upon obtained geotechnical data
- Additional copies of deliverables, if requested, shall be paid by COUNTY at actual printing costs;
- As-built survey and engineering certifications shall be completed as part of this task order;
- Permitting through the NFWWMD may be required as part of the final design.

SECTION D: SCHEDULE OF SERVICES

The following outlines completion dates for each overall task defined above:

Task 1: Project Kickoff

- Completed within **ten (10)** calendar days after signed NTP.

Task 2: Geotechnical Borings at Designated SWMF Areas

- Completed within **thirty (30)** calendar days after the project kick-off meeting

Task 3: Develop Final Drainage Design for COUNTY Review

- Completed within **sixty (60)** calendar days after receiving an existing topographic/boundary survey from the COUNTY **and** a final report from the geotechnical sub-contractor

Task 4: NFWWMD Permit Application and Approval

- Completed within **sixty (60)** calendar days after receiving comment and COUNTY approval of Task 3

Task 5: As-Built Survey Drawings and NFWWMD Engineer Certification

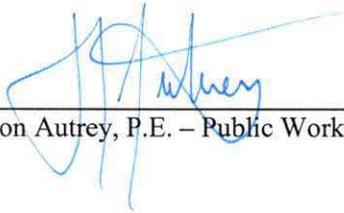
- Completed within **thirty (30)** calendar days after completion of site construction

SECTION D: ADDITIONAL SERVICES

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa COUNTY.

END OF SCOPE

Recommended for Approval by Department Director



Jason Autrey, P.E. – Public Works Director

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 2

TASK ORDER AMOUNT: \$38,740.00

CONTRACT # C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 09/30/2021 W/1- 2 YEAR RENEWAL

OFFERED BY CONSULTANT:

Baskerville Donovan, Inc.

FIRM'S NAME

Keith Hill

REPRESENTATIVE'S PRINTED NAME

S. Keith Hill

SIGNATURE

Exec. VP / COO

TITLE

14 Jan. 2019

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

[Signature]

SIGNATURE

Public Works Director

TITLE

1/18/19

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

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

[Signature]

PURCHASING MANAGER

Interim OMB Director

DATE

1/22/19

[Signature]

~~OMB Director~~ DATE Purchasing mgr

DATE

1/23/2019

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

TASK ORDER SUMMARY

Professional Consulting Services
Okaloosa County Public Works

Task Order No.: 01
BDI Project No.: TBD
Date: January 04, 2019

BASKERVILLE-DONOVAN, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for **Okaloosa County Public Works** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Consulting Engineering Services (Contract No.: C19-2748-PW), dated November 11, 2018 (as Amended), all of which terms and conditions are incorporated herein by reference.

1. **Task Location:** Staff Road, Okaloosa County, Florida
2. **Task Name:** Staff Road Drainage
3. **Task Description/Scope of Services:** CONSULTANT shall perform the professional services contained in **Exhibit "A"** dated January 4th, 2019 and attached hereto.
4. **Compensation:** For all work performed in accordance with Tasks 1 through 3, the CONSULTANT shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Twenty-Four Thousand, Eight Hundred and 00/100 dollars (\$24,800.00 LS)** derived as follows:

Staff Road Conceptual Drainage Design Budget

TOTAL LUMP SUM FEE: \$ 24,800.00

**EXHIBIT "A": SCOPE OF SERVICES
Staff Road Drainage Conceptual Design**

**Okaloosa County Public Works
Professional Engineering Design and Limited Construction Phase Services
January 04, 2019**

SECTION A: PURPOSE

Staff Road is located approximately 2.8 miles north northwest of Crestview, Florida and connects to both Old Bethel Road at the south end and Lake Silver Road at the north. Staff Road is divided into north and south sections by a large detention lake and its outfall to David Mill Creek. The north end of Staff Road and the surrounding watershed including a portion of Lake Silver Road, Taylor Road River Loop Drive and lands to the north naturally drain southward along Staff Road and onward via an eroded creek bed to the existing detention lake and David Mill Creek.

The purpose of this project is to improve drainage in the vicinity of the north Staff Road section by evaluating limits of the contributing watershed and providing a conceptual dry basin design which captures and retains all incoming flow up to the 100-year critical event before discharging via smart box downstream to Davis Mill Creek.

The anticipated improvements will include a swale system along the southern right-of-way of River Loop Drive to capture and convey northern inflow eastward, a dry retention stormwater management facility (SWMF) located southwest of the River Loop Drive and Staff Road intersection and a smart box structure to divert incoming flow into the basin and manage potential outfall beyond the 100-year stage elevation within the proposed SWMF. Additional improvements could include repair of failed and eroded ditch paving along Lake Silver Road and erosion control updates to the existing ditch system along Staff Road between Lake Silver Road and River Loop Drive.

This scope of work details the conceptual design phase services to be performed by BASKERVILLE-DONOVAN, INC. ("Consultant") for this project. The project tasks identified for this contract generally include the following:

- Delineation of contributing watershed
- Modeling calculations to determine quantity of incoming flow
- Conceptual design of swale system and proposed dry retention basin
- Development of conceptual drawings and supporting stormwater report
- Presentation to County for review and approval

SECTION B: SCOPE OF SERVICES

The following tasks identify the scope of professional services to be performed by the Consultant:

Task 1: Initial Project Coordination

1.1 Coordinate Design Criteria with Okaloosa County: Consultant shall coordinate with County staff to ensure that the conceptual design is in accordance with the objectives of the County.

1.2 Kick-Off Meeting and Site Review: BASKERVILLE-DONOVAN, INC. (BDI) shall participate in a kick-off meeting with the County to review the project approach and details of the project. BDI shall visit the site to observe existing conditions and document observed drainage features potentially impacting the project.

1.3. Utilize GIS and Other Online-Based Resources: BDI shall perform online due diligence using all available resources to better understand any inherent challenges and the surrounding topographic landscape.

Task 2: Develop Conceptual Drainage Design for County Review

2.1 Delineation of Contributing Watershed: BDI shall perform a watershed delineation of the contributing watershed using Okaloosa County GIS topographical data and other pertinent online resources to determine the magnitude of incoming stormwater flow into the proposed project area.

2.2 Hydrology Modeling to Determine Required SWMF Sizing: BDI shall use Interconnected Pond Routing (ICPR4) stormwater modeling software (or equivalent) to quantify a minimum SWMF geometry capable to retaining all incoming flow up to the 100-year critical duration storm event.

2.3 River Loop Drive Swale Design: BDI shall conceptually design a swale system to convey incoming flow from the north to the proposed SWMF. The conceptual design shall include plan and section views of the proposed swale system. BDI understands that minimization of the proposed SWMF footprint is critical to the land owner and the conceptual design may/may not include areas to the west of Staff Road depending upon required storage capacity. All attempts to minimize footprint impact will be considered.

2.4 Development of Conceptual Plans and Stormwater Report: BDI shall develop a set of conceptual plan drawings to illustrate the proposed swale and SWMF design in detail. The conceptual plans shall include the delineated watershed area and provide plan and section views of both drainage systems depicting a calculated max stage condition within the SWMF for the 10, 25 and 100-year critical storm events. BDI shall also develop a supporting stormwater calculation report which summarizes techniques and methods used to determine these conceptual design conditions. BDI shall submit two (2) copies of the conceptual design drawings (and report) for the proposed improvements, including details and preliminary opinion of probable construction costs based on data provided for the design.

2.5 Presentation of Conceptual Plans and Report to County: BDI shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the conceptual design plans/report and other factors that may affect subsequent services associated with the project.

2.6 On-Site Meeting with County Staff and Property Owner: BDI shall participate in a meeting with County staff (or designated representatives) and the property owner to review and discuss elements of the

conceptual design plans/report and other factors that may affect subsequent services associated with the project.

Task 3: Finalize Conceptual Design

3.1 Implement County Comments into Conceptual Design: BDI shall revise the conceptual plans and/or stormwater report based upon comments received from the County during Task 2.5. BDI shall then re-submit two (2) copies of the finalized concept plans, details, stormwater report and updated opinion of probable construction costs to the County for approval.

Drawings are anticipated to include:

- a. Cover Sheet
- b. Existing Conditions (based upon obtained GIS data)
- c. Overall Site Plan
- d. Erosion Control Plan
- e. Grading and Drainage Plan (including SWMF sections)
- f. Miscellaneous Details

SECTION C: EXCLUSIONS AND ASSUMPTIONS

The following exclusions and assumptions shall apply to this scope of services:

- Proposed design is purely conceptual and no survey and/or geotechnical work will be completed as part of the design process.
- Conceptual design shall be based upon obtained GIS topography, the County Soil Survey manual and other pertinent online resources
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.
- No permitting will be required as part of the conceptual design phase

SECTION D: TIME OF SERVICES

The following outlines completion dates for each overall task defined above:

Task 1: Initial Project Coordination

- Completed within seven calendar days after the project kick-off meeting

Task 2: Develop Conceptual Drainage Design for County Review

- Completed within fifteen calendar days after the project kick-off meeting

Task 3: Finalize Conceptual Design

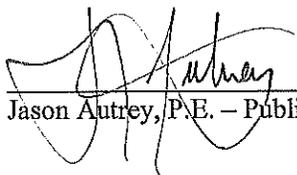
- Completed within seven calendar days after receiving comment and final County approval on Tasks 1 & 2

SECTION D: ADDITIONAL SERVICES

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

END OF SCOPE

Recommended for Approval by Department Director



Jason Autrey, P.E. – Public Works Director

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 01

TASK ORDER AMOUNT: \$ 24,800

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.

FIRM'S NAME

T. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

T. Keith Hill

SIGNATURE

Exec. VP/COO

TITLE

14 Jan. 2019

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

[Signature]

SIGNATURE

Public Works Director

TITLE

1/19/19

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

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

[Signature]

PURCHASING MANAGER

01/22/2019

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

TASK ORDER SUMMARY

**Professional Consulting Services
Okaloosa County Public Works**

**Task Order No.: 01
BDI Project No.: TBD
Date: January 04, 2019**

BASKERVILLE-DONOVAN, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for **Okaloosa County Public Works** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Consulting Engineering Services (Contract No.: C19-2748-PW), dated November 11, 2018 (as Amended), all of which terms and conditions are incorporated herein by reference.

1. **Task Location:** Staff Road, Okaloosa County, Florida
2. **Task Name:** Staff Road Drainage
3. **Task Description/Scope of Services:** CONSULTANT shall perform the professional services contained in **Exhibit "A"** dated January 4th, 2019 and attached hereto.
4. **Compensation:** For all work performed in accordance with Tasks 1 through 3, the CONSULTANT shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Twenty-Four Thousand, Eight Hundred and 00/100 dollars (\$24,800.00 LS)** derived as follows:

Staff Road Conceptual Drainage Design Budget

TOTAL LUMP SUM FEE: \$ 24,800.00

**EXHIBIT "A": SCOPE OF SERVICES
Staff Road Drainage Conceptual Design**

**Okaloosa County Public Works
Professional Engineering Design and Limited Construction Phase Services
January 04, 2019**

SECTION A: PURPOSE

Staff Road is located approximately 2.8 miles north northwest of Crestview, Florida and connects to both Old Bethel Road at the south end and Lake Silver Road at the north. Staff Road is divided into north and south sections by a large detention lake and its outfall to David Mill Creek. The north end of Staff Road and the surrounding watershed including a portion of Lake Silver Road, Taylor Road River Loop Drive and lands to the north naturally drain southward along Staff Road and onward via an eroded creek bed to the existing detention lake and David Mill Creek.

The purpose of this project is to improve drainage in the vicinity of the north Staff Road section by evaluating limits of the contributing watershed and providing a conceptual dry basin design which captures and retains all incoming flow up to the 100-year critical event before discharging via smart box downstream to Davis Mill Creek.

The anticipated improvements will include a swale system along the southern right-of-way of River Loop Drive to capture and convey northern inflow eastward, a dry retention stormwater management facility (SWMF) located southwest of the River Loop Drive and Staff Road intersection and a smart box structure to divert incoming flow into the basin and manage potential outfall beyond the 100-year stage elevation within the proposed SWMF. Additional improvements could include repair of failed and eroded ditch paving along Lake Silver Road and erosion control updates to the existing ditch system along Staff Road between Lake Silver Road and River Loop Drive.

This scope of work details the conceptual design phase services to be performed by BASKERVILLE-DONOVAN, INC. ("Consultant") for this project. The project tasks identified for this contract generally include the following:

- Delineation of contributing watershed
- Modeling calculations to determine quantity of incoming flow
- Conceptual design of swale system and proposed dry retention basin
- Development of conceptual drawings and supporting stormwater report
- Presentation to County for review and approval

SECTION B: SCOPE OF SERVICES

The following tasks identify the scope of professional services to be performed by the Consultant:

Task 1: Initial Project Coordination

1.1 Coordinate Design Criteria with Okaloosa County: Consultant shall coordinate with County staff to ensure that the conceptual design is in accordance with the objectives of the County.

1.2 Kick-Off Meeting and Site Review: BASKERVILLE-DONOVAN, INC. (BDI) shall participate in a kick-off meeting with the County to review the project approach and details of the project. BDI shall visit the site to observe existing conditions and document observed drainage features potentially impacting the project.

1.3. Utilize GIS and Other Online-Based Resources: BDI shall perform online due diligence using all available resources to better understand any inherent challenges and the surrounding topographic landscape.

Task 2: Develop Conceptual Drainage Design for County Review

2.1 Delineation of Contributing Watershed: BDI shall perform a watershed delineation of the contributing watershed using Okaloosa County GIS topographical data and other pertinent online resources to determine the magnitude of incoming stormwater flow into the proposed project area.

2.2 Hydrology Modeling to Determine Required SWMF Sizing: BDI shall use Interconnected Pond Routing (ICPR4) stormwater modeling software (or equivalent) to quantify a minimum SWMF geometry capable to retaining all incoming flow up to the 100-year critical duration storm event.

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2.5 Presentation of Conceptual Plans and Report to County: BDI shall participate in a meeting with County staff (or designated representatives) to review and discuss elements of the conceptual design plans/report and other factors that may affect subsequent services associated with the project.

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3.1 Implement County Comments into Conceptual Design: BDI shall revise the conceptual plans and/or stormwater report based upon comments received from the County during Task 2.5. BDI shall then re-submit two (2) copies of the finalized concept plans, details, stormwater report and updated opinion of probable construction costs to the County for approval.

Drawings are anticipated to include:

- a. Cover Sheet
- b. Existing Conditions (based upon obtained GIS data)
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- d. Erosion Control Plan
- e. Grading and Drainage Plan (including SWMF sections)
- f. Miscellaneous Details

SECTION C: EXCLUSIONS AND ASSUMPTIONS

The following exclusions and assumptions shall apply to this scope of services:

- Proposed design is purely conceptual and no survey and/or geotechnical work will be completed as part of the design process.
- Conceptual design shall be based upon obtained GIS topography, the County Soil Survey manual and other pertinent online resources
- Additional copies of deliverables, if requested, shall be paid by County at actual printing costs.
- No as-built survey or certifications shall be completed as part of this task order.
- No permitting will be required as part of the conceptual design phase

SECTION D: TIME OF SERVICES

The following outlines completion dates for each overall task defined above:

Task 1: Initial Project Coordination

- Completed within seven calendar days after the project kick-off meeting

Task 2: Develop Conceptual Drainage Design for County Review

- Completed within fifteen calendar days after the project kick-off meeting

Task 3: Finalize Conceptual Design

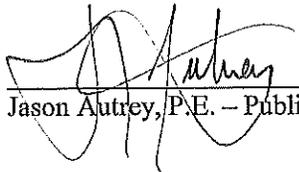
- Completed within seven calendar days after receiving comment and final County approval on Tasks 1 & 2

SECTION D: ADDITIONAL SERVICES

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Okaloosa County.

END OF SCOPE

Recommended for Approval by Department Director



Jason Autrey, P.E. – Public Works Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2018

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	CONTACT NAME: Alice Pousson PHONE (A/C, No, Ext): 850-332-5458 Ext. 1924 FAX (A/C, No): 850-607-2060 E-MAIL ADDRESS: Apousson@sihle.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Baskerville-Donovan Inc. 449 W Main Street Pensacola FL 32502	INSURER A: Westfield Insurance Group NAIC #: 24112	
	INSURER B: FFVA Mutual Ins Co NAIC #: 10385	
	INSURER C: Continental Casualty NAIC #: 20443	
	INSURER D: Transportation Insurance Company NAIC #: 20494	
	INSURER E: Continental Insurance Company NAIC #:	

COVERAGES **CERTIFICATE NUMBER:** 467484288 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			5091275910	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP0684938	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4027179086	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC8400023586-FLA WC8400023588-AL	1/1/2018 1/1/2018	1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH276170839	1/29/2018	1/29/2019	Professional Liability 2,000,000
D	Contractors Equipment	N	N	4027179184	9/1/2018	9/1/2019	Leased & Rented 50,000 Max per item 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT: General Engineering Services for Okaloosa County Public Works

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

[Login.gov FAQs](#)

- ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

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Result Page: 1

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Your search for returned the following results..

Entity	BASKERVILLE-DONOVAN, INC.	Status: Active
DUNS: 052996360	CAGE Code: 0G0T4	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 10/15/2019	Debt Subject to Offset? No	
Purpose of Registration: All Awards		

Result Page: 1

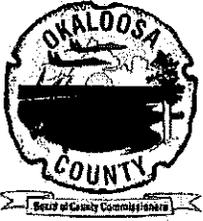
[Save PDF](#) [Export Results](#) [Print](#)



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Board of County Commissioners Purchasing Department

State of Florida

Date: August 17, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD

RFQ PW 51-18

General Engineering Services for Okaloosa County Public Works

The Public Works Department would like to thank all businesses which submitted proposals to the General Engineering Services for Okaloosa County Public Works. (RFQ PW 51-18)

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

American Consulting Engineers, Inc.

AVCON, Inc.

Baskerville-Donovan, Inc.

DRMP, Inc.

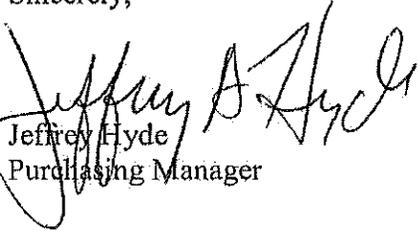
HDR Engineering, Inc.

Mott MacDonald Florida, LLC

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 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,


Jeffrey Hyde
Purchasing Manager

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 51-18 Tracking Number: 3133-18
 Procurement/Contractor/Lessee Name: Baskinville-Dorman Grant Funded: YES NO
 Purpose: Engineering Contract
 Date/Term: 3 yrs w/ 2 1 yr renewals
 Amount: per task order
 Department: PW
 Dept. Monitor Name: Awhy

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
WJH Mason Date: 9-24-18
 Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

FEMA includes add'l clauses
 Approved as written:
[Signature] Date: 9.24.18
 Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: [Signature] Date: 10-1-18
 Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: [Signature] Date: 10-1-18
 County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
 _____ Date: _____
 Finance Manager or designee

DeRita Mason

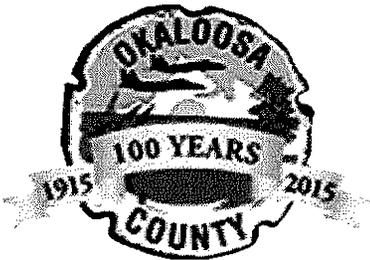
From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, October 01, 2018 4:08 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Thomas Martin
Subject: RE: draft baskerville 51-18

The Baskerville Contract referenced above is approved for legal and Risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Monday, September 24, 2018 10:57 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: draft baskerville 51-18

Kerry,

Here is the final one for those engineering contracts. You have already approved the one with Mott Macdonald. Risk has already approved the Mot Macdonald as well. Can I just use that risk approval for all of these?



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

CONTRACT FOR GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

(Master Services Agreement)

Between

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

This Agreement made on November 6, 2018 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Baskerville-Donovan, Inc. [CONTRACTOR], a Florida Profit Company *authorized to conduct business in the State of Florida*, having its principal office located 449 West Main St., Pensacola, FL 32502.

RECITALS

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

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

WHEREAS, the CONTRACTOR has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONTRACTOR submitted to the COUNTY dated July 18, 2018 in response to RFQ #PW 51-18; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto.

NOW, THEREFORE, in consideration of the mutual promises herein, the COUNTY and the CONTRACTOR 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. Contractor's proposal submittal to RFQ #PW 51-18 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

Basic Services. Services to be provided from Contractor, include but are not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; coastal management; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project which may be under the purview of the Public Works Department or any other County department. Services of the contractor shall be under the general direction of the County Department Director initiating

**CONTRACT#: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENGINEERING SERVICES FOR PW
EXPIRES: 09/30/2021 W/ONE 2 YR RENEWAL**

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

- 1.2. 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.

On an as-needed basis, COUNTY will issue Task Orders to the CONTRACTOR describing the work required for each assignment to be undertaken under this AGREEMENT. In response, the CONTRACTOR will prepare a scope of services and 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 CONTRACTOR.

- 1.3. **Term of AGREEMENT.** This AGREEMENT will become effective from October 1, 2018, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2021. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for one (1) two (2) year period. 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 for the individual task orders. Regarding the previous TASK ORDER AGREEMENT FOR CONTRACTOR 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. **The COUNTY's Responsibilities.** 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 topographical surveys of the APWRF property. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
 - 3.1.4. Making available to the CONTRACTOR all known existing information which may, in any way, be pertinent to the work herein described. CONTRACTOR 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 CONTRACTOR's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONTRACTOR.
 - 3.1.6. Giving prompt written notice to the CONTRACTOR whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONTRACTOR's performance of services under this AGREEMENT.

SECTION 4. General CONTRACTOR Obligations.

- 4.1.** In addition to the specific scope(s) of service required under each authorized Task Order, CONTRACTOR shall be responsible for the following:
 - 4.1.1.** CONTRACTOR shall designate in writing a person to act as CONTRACTOR'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 CONTRACTOR's policies, specifications, and reports. CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR 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.** CONTRACTOR shall maintain books, records, and documents directly pertinent to the performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applies. 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 CONTRACTOR for other contractor's negligence.
- 5.2.** The COUNTY shall require construction contractor(s) to name the COUNTY and CONTRACTOR 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 CONTRACTOR'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.** CONTRACTOR 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 CONTRACTOR, CONTRACTOR'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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's standard form and supported by documentation according to CONTRACTOR's standard practice. CONTRACTOR 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 CONTRACTOR shall clearly state "Final Invoice" on the CONTRACTOR'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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR within thirty (30) days after receipt of CONTRACTOR'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 either a lump sum amount basis, or on CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Contractor'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, CONTRACTOR 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 CONTRACTOR to suspend, delay, or interrupt all or any part of the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR is delayed in performance of Services by any act or neglect of the COUNTY, or anyone for whom the COUNTY is responsible, then CONTRACTOR's compensation and the work schedule shall be equitably adjusted in writing. CONTRACTOR'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 CONTRACTOR 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 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 CONTRACTOR 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 CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. I, Florida Constitution.

SECTION 12. INSURANCE

12.1. CONTRACTOR's Coverage. Prior to commencing work, the CONTRACTOR shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM

Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.

- 12.2. Additional Insured.** The CONTRACTOR's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage.** The minimum required coverage is the following:
- 12.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.

- 12.4.2. General Liability.** Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of the CONTRACTOR with respect to all work performed by the CONTRACTOR under this AGREEMENT.

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

- 12.4.3. Motor Vehicle Liability.** Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

- 12.4.4. Professional Liability.** Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate.

SECTION 13. GENERAL PROVISIONS

- 13.1. Successors.** This AGREEMENT is binding on the successors and assigns of the COUNTY and CONTRACTOR. The AGREEMENT may not be assigned by CONTRACTOR in whole or in part to any third parties without the written consent of the COUNTY.
- 13.2. Independent Contractor.** CONTRACTOR represents that it is an independent contractor and is not an employee of the COUNTY and CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees look to the COUNTY as his/her employer, or as partner, agent or principal. Neither CONTRACTOR 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.
- 13.3. 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
Title: Director
Company: Okaloosa County Public Works
Department
Address: 1759 S. Ferdon Boulevard
Crestview, FL 32536
Telephone: 850.689.5772
Fax: 850.689-5715
E-Mail: jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONTRACTOR shall be:

Name: T. Kevin Hill, PE
Title: Executive VP/COO
Company: Baskerville-Donovan, Inc.
Address: 449 West Main Street
Pensacola, FL 32502
Telephone: 850-438-9661
Fax: 850-433-6761
Email: khill@baskervilledonovan.com

13.3.1.3 Courtesy copy to:

Contracts & Leases Coordinator
DeRita Mason
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Fax: 850-689-5998

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 CONTRACTOR. 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 CONTRACTOR. 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 to OCPW.

13.4.2. Exhibit B - CONTRACTORS proposal submittal to the COUNTY for RFQ #PW 51-18, 2018.

13.4.3. Exhibit C- Federal Standard Contract Clauses.

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. CONTRACTOR shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONTRACTOR 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 CONTRACTOR's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any engineering or related services not meeting this standard without additional compensation. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR shall be solely responsible for the satisfactory performance of services subcontracted by the CONTRACTOR.

13.10. Unauthorized Employment. The employment of unauthorized aliens by CONTRACTOR and any subcontractors subcontracted by the CONTRACTOR is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.11. Confidentiality and Public Records.

13.11.1. CONTRACTOR warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONTRACTOR by the COUNTY, or reviewed or generated by CONTRACTOR, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONTRACTOR.

13.11.2. Notwithstanding the foregoing, CONTRACTOR 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 CONTRACTOR; or (5) CONTRACTOR lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONTRACTOR shall be so required to disclose any such information pursuant to (1) or (2) above, CONTRACTOR 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT

5479 OLD BETHEL ROAD CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us. CONTRACTOR must comply with the public records laws, Florida Statute Chapter 119, specifically CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR'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.** CONTRACTOR 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.** CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR's Personnel at Construction Site.

13.17.1. The presence or duties of CONTRACTOR's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONTRACTOR or CONTRACTOR's personnel in any way responsible for those duties that belong to the Client 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. CONTRACTOR and CONTRACTOR'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 CONTRACTOR's own personnel.

13.17.3. The presence of CONTRACTOR'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). CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONTRACTOR'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 CONTRACTOR's services or project construction.

14.1.3. CONTRACTOR's Deliverables. CONTRACTOR's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

14.1.6. Additional Federal Clauses.

DHS Seal, Logo, and Flags. The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION 15. AUTHORIZATION FOR EXECUTION

15.1.1. Execution Authority. This AGREEMENT is a valid and authorized undertaking of the COUNTY and CONTRACTOR. The representatives of the COUNTY and CONTRACTOR 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.

BASKERVILLE-DONOVAN, INC.

T. Keith Hill / Exec. VP / COO

Printed Name/Title

T. Keith Hill

Signature

Oct. 4, 2018

Date:

OKALOOSA COUNTY, FLORIDA

Graham W. Fountain
Graham W. Fountain, Chairman

Date: 11/6/2018

ATTEST:

J.D. Peacock II, Clerk

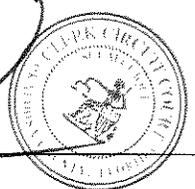


EXHIBIT "A"



BILLING RATES SUMMARY SHEET

2018-2020

2021-2022

CATEGORY	RATE	RATE
Student Intern/Co-Op	\$ 60.00	\$ 62.00
Office Administrator	\$ 70.00	\$ 73.00
Survey Rodman/Chainman	\$ 50.00	\$ 52.00
Survey Instrument Man	\$ 55.00	\$ 57.00
Survey Party Chief	\$ 65.00	\$ 67.00
Survey Manager/Licensed Surveyor	\$ 160.00	\$ 166.00
Resident Project Representative II	\$ 100.00	\$ 104.00
Resident Project Representative I	\$ 80.00	\$ 83.00
Draftsman/Technician I	\$ 65.00	\$ 67.00
Draftsman/Technician II	\$ 75.00	\$ 78.00
Draftsman/Technician III	\$ 90.00	\$ 93.00
Engineer Intern I	\$ 90.00	\$ 93.00
Engineer Intern II	\$ 100.00	\$ 104.00
Engineer I	\$ 130.00	\$ 135.00
Engineer II	\$ 140.00	\$ 145.00
Engineer III	\$ 150.00	\$ 156.00
Senior Landscape Architect	\$ 180.00	\$ 187.00
Senior Engineer/Project Manager	\$ 180.00	\$ 187.00
VP/Senior Engineer	\$ 200.00	\$ 208.00

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

		2018-2020	2021-2022
Last Name	First Name	Billing Rate	Billing Rate
Student Intern/Co-op			
Conaster	Taylor	\$ 60.00	\$62.00
Rea	Jacob	\$ 60.00	\$62.00
Office Administrator			
Adams	Lisa	\$ 70.00	\$73.00
Buckner	Crystal	\$ 70.00	\$73.00
Stanton	Dee	\$ 70.00	\$73.00
Wieczorek	Susan	\$ 70.00	\$73.00
Survey Rodman/Chainman			
Overton	James	\$ 50.00	\$52.00
Survey Instrument Man			
Trundy	Daniel	\$ 55.00	\$57.00
Survey Party Chief			
Perdue	Jeremy	\$ 65.00	\$67.00
Phillips	Andrew	\$ 65.00	\$67.00
Ward	Craig	\$ 65.00	\$67.00
Survey Manager/Licensed Surveyor			
Mills	Scott	\$ 160.00	\$166.00
Resident Project Representative II			
Farrel	Steve	\$ 100.00	\$104.00
Resident Project Representative I			
Bonifay	Mike	\$ 80.00	\$83.00
Mortara	Maurice	\$ 80.00	\$83.00
Draftsman/Technician II			
Leuenberger	Greg	\$ 75.00	\$78.00
Overton	Terresa	\$ 75.00	\$78.00
Draftsman/Technician III			
Geiger	Regena	\$ 90.00	\$93.00
Johnson	Jeremy	\$ 90.00	\$93.00
Engineer Intern II			
Frick	Jason	\$ 100.00	\$104.00
Lee	Tyler	\$ 100.00	\$104.00
Simpson	Raven	\$ 100.00	\$104.00
Engineer I			
Bauer	Hilary	\$ 130.00	\$135.00
DeVries	Christa	\$ 130.00	\$135.00
Self	Ken	\$ 130.00	\$135.00
Engineer II			
Terry	Daniel	\$ 140.00	\$145.00
Weed	Ryan	\$ 140.00	\$145.00
Engineer III			
Barnes	Ken	\$ 150.00	\$156.00
Burton	Antonio	\$ 150.00	\$156.00
Gentile	Curtis	\$ 150.00	\$156.00
Huggins	Jeff	\$ 150.00	\$156.00
Petermann	Jeff	\$ 150.00	\$156.00
Wyatt	Dallas	\$ 150.00	\$156.00

Last Name	First Name	Billing Rate	Billing Rate
Senior Landscape Architect			
Hemphill	David	\$ 180.00	\$187.00
Senior Engineer/Project Manager			
Anderson	James	\$ 180.00	\$187.00
Guthrie	Keith	\$ 180.00	\$187.00
Hart	Alan	\$ 180.00	\$187.00
Williams	Tom	\$ 180.00	\$187.00
VP/Senior Engineer			
Delp	Richard	\$ 200.00	\$208.00
Donovan, Jr.	Fred	\$ 200.00	\$208.00
Hill	Keith	\$ 200.00	\$208.00
Hyman	Travis	\$ 200.00	\$208.00
Langston	Michael	\$ 200.00	\$208.00

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)
[Login.gov FAQs](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Quick Search Results

Your search returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can [download the PDF and print it](#).

Entity	BASKERVILLE-DONOVAN, INC.	Status: Active
DUNS: 052996360	CAGE Code: 0G0T4	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 10/09/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v1.P.17.20180810-1045

WWW4

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



EXHIBIT "B"

REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
GENERAL ENGINEERING SERVICES FOR OKALOOSA
COUNTY PUBLIC WORKS

RFQ NUMBER:
RFQ PW 51-18

LAST DAY FOR QUESTIONS: July 6, 2018 3:00 P.M. CST

RFQ OPENING DATE & TIME: July 18, 2018 3:00 P.M. CST

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

Okaloosa County, Florida solicits your company to submit a response 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 sealed and received by the Okaloosa County Clerk of Court by the "RFQ Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME BASKERVILLE-DONOVAN, INC.

MAILING ADDRESS
449 West Main Street

CITY, STATE, ZIP Pensacola, FL 32502

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

TELEPHONE NUMBER: 850-438-9661 EXT: 4348 FAX: 850-433-6761

EMAIL: khill@baskervilledonovan.com

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

AUTHORIZED SIGNATURE: *T. Keith Hill*

PRINTED NAME: T. Keith Hill, PE

TITLE: Executive VP/COO

DATE: July 11, 2018

GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from professional engineering firms for public infrastructure projects for professional engineering services including but not limited to: engineering studies and design; surveys; obtaining necessary federal, state, and local governmental agency permits; construction management; coastal management; environmental studies; solid waste management; water and wastewater; parks and recreation; facilities management; grant administration; geotechnical studies; architecture and/or structural engineering; and any other type of project 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/her designee, who shall act as the County's representative during the performance of the scope of services.

Agencies desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

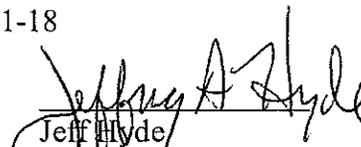
Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **July 18, 2018 @ 3PM** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non- delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "**Request for Qualifications for General Engineering Services for Okaloosa County Public Works.**" Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting qualifications with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RE: General Engineering Services for OCPW, RFQ PW 51-18
5479A Old Bethel Road
Crestview, FL 32536


Jeff Hyde
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL
Graham W. Fountain Chairman

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):
GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY PUBLIC WORKS**

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their RFQ submission.

It is the intent of Okaloosa County, on behalf of its Public Works Department (OCPW), to contract with multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts; design-build services; road construction; road reconstruction; signalization projects; traffic studies; storm water management; erosion control; environmental investigations and reports; solid waste management; water and wastewater; parks and recreation; facilities management; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; geotechnical studies; architecture and/or structural engineering for new or modified structures; site engineering; and any other type of project 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/her designee, who shall act as the County's representative during the performance of the scope of services.

The County's five year plan of projects will consist of the following ratio:

- Road Improvement/Work 60%
- Stormwater Improvements 20%
- Other/Grant Related Work 20%

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once these fixed hourly costs are negotiated and contracts signed, each miscellaneous project will be negotiated to have work tasks that are either lump sum or time and expenses, with a not to exceed limit based on the negotiated hours and expenses. Each negotiation will result in a Task Order for the miscellaneous project. The County's standard form of consulting agreement is attached and will be utilized.

The term of this contract will be for three (3) years with one (1) two (2) year renewal option. The terms of the renewal period will be negotiated up front and finalized into the initial three-year contract. The County reserves the right to award multiple contracts.

An original and six (6) copies of the Requests for Qualifications (RFQ) will be required with all copies having been signed by a company official with the power to bind the company in its contract. All copies must be completely responsive to the Request for Qualification guidelines for consideration.

The content of the RFQ of the successful firms will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in their RFQ. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed.

Submittals to be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so, include a copy of the certification with submittal.
3. **Registration** – List of the State of Florida licensing/registration qualifications of the consultant's personnel assigned to this contract and business office.
4. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
5. **Area of Expertise** – Provide list of your company's area of expertise. Include listing of projects verifying same. Firms are not required to have expertise in all areas to be considered.
6. **Project Management Organization** – Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience and workload.
7. **References** – List five (5) references representative of past experience preferably in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project or services rendered.
8. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications.

Evaluation/Selection of Submittals – The submittals will be reviewed by the County's Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 45 pages. One piece of paper printed front and back is considered two pages. The 45 page maximum includes all required forms and certification copies, but excludes the cover and table of contents.

Responsiveness to Proposal-15 pts

- a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.

Firm's Qualifications-15 pts

- a. Firm's reputation and competence, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
- b. Firm's capacity to perform future work.

- c. The firm's ability to observe and advise whether plans and specifications are being complied with.
- d. Financial responsibility and solvency.
- e. Demonstrated expertise and experience in utilizing various design and modeling software.

Past Accomplishments-20 pts

- a. Fields of work for which the firm is proposing to perform.
- b. Experience with programs similar in size and scope to those herein proposed.
- c. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.

Proposed Project Team-10 pts

- a. Qualifications and responsibilities of personnel to be assigned to the program.
- b. Technical Education and Training of the proposed project team.

Regulatory and Grant Experience-10 pts

- a. Extent of experience and past performance when working with FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approvals.

Performance Assurance-15 pts

- a. Firm's capability to meet schedules.
- b. Willingness to meet time and budget requirements including past performance examples.

References-5 pts

- a. Feedback from references, representative of past experience preferably in the State of Florida similar to the services described herein.

Geographic Location-10 pts

- a. Geographic location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is a key factor. Points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.

1. Review of all submittals received will proceed as follows:
 - a. The Standing Selection Committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on aforementioned criteria.
 - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
2. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
3. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.

4. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is **prohibited** (1 exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement process. Any questions during this period should be directed to the Purchasing Manager or their appointed representative.

SPECIAL CONDITIONS

1. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to solicitations shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
2. **Compliance with Florida Statute 119.071** - The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.
3. **Right to Waive and Reject**
 - A. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential proposers.
 - B. The County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
4. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
 - G. Listing of the Proposer by any Local, State or Federal Government on its barred/suspended vendor list.
5. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
 6. **Investigation of Proposer** - The County may make such investigations as it deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the County any additional information and financial data for the purpose as the County may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
 7. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
 8. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the 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 contract.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

9. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or

spouses or child's interest and the nature of the intended business.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

10. **Identical Tie Proposal** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
11. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

12. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
13. **Proposal Opening Information** - Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.

NOTE: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

14. **Cone of Silence Clause** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

15. **Payments** - The contractor shall be paid based on each Task Order performed for the County in referenced to the contract with the County. They need to be submitted, in duplicate, to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., Crestview, FL, 32536. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.

16. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Contractors doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
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.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
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 Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor 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 Contractor 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.
2. Contractor 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.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor 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. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor 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.

LIMITS OF LIABILITY

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 occurrence (A combined single limit)
3.	Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1M each occurrence
5.	Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor 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 Contractor’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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor 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 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor 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.

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.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

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

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing
Department 5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
- B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
- C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- D. Qualifications submitted by an individual shall show the respondent's name and official address.
- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner

indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

- F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. SUBMITTAL OF QUALIFICATIONS - Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

5. MODIFICATION & WITHDRAWAL OF SUBMITTAL - Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re-qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE - All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.

7. CONDITIONAL & INCOMPLETE QUALIFICATIONS - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

10. AWARD OF CONTRACT-

Okaloosa County Review - Okaloosa County designated selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract(s) to the most qualified respondent(s), and the County reserves the right to award the contract(s) to the respondent(s) submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

11. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract#.
12. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
13. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
14. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of

its branches.

15. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
16. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
17. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
18. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
19. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

20. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been

so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

21. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
22. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
23. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
24. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
25. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
26. **The following documents are to be submitted with the qualifications packet:**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. Cone of Silence Form
 - E. Indemnification and Hold Harmless
 - F. Addendum Acknowledgement
 - G. Company Data
 - H. System Award Management Form
 - I. List of References
 - J. Certification Regarding Lobbying
 - K. Sworn Statement – Public Entity Crimes
 - L. Exhibit “B” General Grant Funding Special Proposal Conditions



July 18, 2018

Okaloosa County Purchasing Department
RE: General Engineering Services for OCPW, RFQ PW 51-18
Supply Chain Management Department
5479A Old Bethel Road
Crestview, FL 32536

RE: General Engineering Services for Okaloosa County Public Works

Dear Mr. Hyde,

Baskerville-Donovan, Inc. (BDI) brings to Okaloosa County a multi-discipline engineering, planning, and survey firm that is headquartered in Northwest Florida, where we have over 90 years of proven experience serving local government clients. Our staff of highly qualified professionals includes engineers, surveyors, landscape architects, and on-site construction engineering inspectors who offer an unsurpassed knowledge of what it takes to successfully complete projects in the Florida Panhandle.

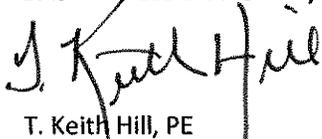
BDI is a multi-disciplinary firm with nine decades of proven experience serving local government clients. We provide water, sewer and wastewater engineering design, civil engineering, structural engineering, electrical engineering, planning, landscape architecture and survey and mapping. We have the capability to complete feasibility and capacity studies, prepare plans and specifications, supply construction phase services and obtaining all necessary permitting. Additionally, our team is prepared to assist our clients with grant administration and assistance as well as implementation of our Public Involvement Program.

The BDI corporate office is located at 449 West Main Street, Pensacola, Florida 32502 and will be the proposed responsible office for this project. We have assigned B. Alan Hart, Project Manager, to be the Point of Contact and he will ensure the success of this project. Alan can be reached by phone at (850) 656-1212 or email ahart@baskervilledonovan.com to assist County Staff throughout the lifecycle of this project. Our team regularly works on projects located throughout the Panhandle and key staff members will be readily available to Okaloosa County in real-time when needed.

BDI has maintained an office in Pensacola continuously since 1927 and we are very proud to have worked on a broad spectrum of projects over the years. As a Panhandle-based, public works-focused engineering firm, BDI has the right experience, expertise and company culture to serve the County's public works engineering needs for many years to come. Our long history and active relationships throughout the Okaloosa County area allows us to bring great value to the County and our municipal experience has taught us the important characteristics necessary to serve the staff, elected officials, and the citizens of Okaloosa County.

We sincerely appreciate this opportunity to submit our qualifications and we are confident that our team will provide the best services available to Okaloosa County. We look forward to your favorable response and will be available to answer any questions or provide further information at your convenience.

Respectfully submitted,
BASKERVILLE-DONOVAN, INC.



T. Keith Hill, PE
Executive VP/COO

BUSINESS CREDENTIALS

Qualifications and Capabilities

Baskerville-Donovan's business is primarily based to provide the best engineering services available to municipal clients throughout the South. We understand that for a municipal project to succeed it must work technically, financially, and socially. Okaloosa County staff and elected officials are very close to the constituents and every project budget and schedule is important.

We are right there with you. Our team will be by your side the whole way and we understand the need to complete projects on time, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 91-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes.

Maintaining an engineering business in the Panhandle for over 91 years that serves primarily municipal clients requires more than just great engineers. It requires creative thinkers, a highly technically trained staff, and employees that understand the challenges that the County staff faces every day. We know that everything is under the watchful eyes and our experience in making your projects successful will prove invaluable and will allow you the ability to focus on your day to day activities and resolving project related issues.

The **BDI Team** is always ready to assist the County, even on a moment's notice. We have the experience, the local knowledge, and the qualifications to provide unparalleled service to Okaloosa County.

Professional Services Offered

BDI is a multi-disciplinary firm, fully equipped to support Okaloosa County with the scope of services identified in the RFQ. Professional services offered includes but is not limited to:

- Civil Engineering – Stormwater and Drainage Studies and Design, Transportation and Roadway Design, Site/Civil Design
- Environmental Engineering – Wastewater Treatment, Water Treatment, Water Distribution, Collection Systems
- Structural Engineering
- Utility Engineering
- Grant Administration/Funding Assistance
- Landscape Architecture
- Master Planning
- Mapping/Geographic Information (GIS) Services
- Surveying & Mapping Services

MBE State Certification

Although not a certified small business, Baskerville-Donovan, Inc. (BDI) is committed to diversity among the directors, officers, members and/or employees that make up its firm; diversity within its community and beyond; and utilization of minority, women-owned, small and emerging business for all of its projects and for this project solicitation. BDI is an equal opportunity employer and routinely utilizes subcontracted services of small-business enterprise (SBE), and minority- and women-owned businesses for engineering projects within any of our offices.

Geographic Location

We anticipate that most of the work under this contract will be completed by our Pensacola Office, **which is only 48 miles from Okaloosa County.** We leverage a firm-wide computer network, project team teleconferences, and routine biweekly scheduling calls to facilitate inter-office collaboration, maximize the best use of resources, and minimize staff travel costs. As BDI's local Project Manager, Alan Hart, PE maintains responsibility for client satisfaction and for ensuring community involvement and on-site visits.



BASKERVILLE-DONOVAN, INC.

**ENGINEERING
THE SOUTH
FOR OVER
90
YEARS**

Any firm that has thrived for nearly a century is doing things the right way.

We believe in making the world a better place, project by project, community by community.

REGISTRATIONS

The chart below indicates a listing of current (active) State of Florida licensing/registration qualifications of the personnel assigned to this contract and the business office – by company:

COMPANY	BUSINESS OFFICE	STATE OF FLORIDA LICENSES/REGISTRATIONS
	449 West Main Street Pensacola, FL 32502 (850) 438-9661	<ul style="list-style-type: none"> • State of FL Corporation #214937 • Professional Engineer #340 • Professional Landscape Architect #LCC000126 • Professional Surveyor and Mapper #LB340
	1300 W Government Street Pensacola, FL 32502 (850) 435-9367	<ul style="list-style-type: none"> • State of FL LLC #L14000189922 • State of FL Professional Wetland Scientist #1240
	1621 Physicians Drive Tallahassee, FL 32308 (850) 778-8007	<ul style="list-style-type: none"> • State of FL Corporation #P94000036728 • Professional Architect #AA26002280
	2420 Lakeshore Drive Suite 100 Tallahassee, FL 32312 (850) 681-9700	<ul style="list-style-type: none"> • State of FL Corporation #F11000004930 • Professional Engineer #29915
	7500 McElvey Road Suite A Panama City Beach, FL 32408 (850) 769-4773	<ul style="list-style-type: none"> • State of FL Corporation #857055 • Professional Engineer #3737

**Individual State of Florida professional licenses and certifications are located on each resume.*

SPECIFIC ACCOMPLISHMENTS

Fields of Work

Baskerville-Donovan, Inc. (BDI) is committed to assisting Okaloosa County with the success of the proposed projects under this RFQ as well as future projects that arise and we have assembled a strong diverse team with expertise in **drainage design, roadway design, transportation and traffic studies, utility design, geotechnical engineering, electrical design, architectural consulting, structural design, landscape architecture, environmental science, construction inspection, funding and grant administration, surveying and mapping, UAV drone applications, and public involvement.**

The BDI Team offers Okaloosa County a highly qualified team of **LOCAL** professionals with a clear understanding of design projects within the County. Listed below is a sample list of projects that had significant input from many of the individuals assigned to this project:

CLIENT / PROJECT	DESCRIPTION OF WORK PERFORMED
 City of SPRINGFIELD Robindale Subdivision Drainage Improvements Project Cost: \$1.2M	The design included improved conveyance systems, two (2) stormwater pumping stations, a retention pond to provide treatment through an underdrain system and stormwater permitting through NFWFMD. The project was funded through grants acquired by BDI. The project has been bid and is awaiting HMGP funding through FEMA. The bid price was \$500,000 below the established budget.
 Camden Drive Drainage Project Project Cost: \$1.5M	The Camden Drive Drainage Improvements project was a project that was established based off of the Holley by the Sea Drainage Study that was completed in 2016. Camden Drive was determined as one of the highest priority projects and BDI worked closely with Santa Rosa County staff to get this project funded through legislative appropriations.
 Berryhill-Five Points Intersection Improvements Project Cost: \$1.8M	This roadway and drainage project included three miles of reconstruction of a major urban intersection. The design included re-configuration of the existing five leg intersection into two separate signalized intersections with pedestrian improvements of bike lanes, crosswalks, sidewalks and pedestrian refuge islands in the intersections.
 2012 Sanitary Sewer CDBG Project Project Cost: \$1.8M	BDI was tasked with the design, bidding, and construction observation for the purpose of providing approximately 3,100 LF of 8" gravity sewer, a lift station with suction lift pumps, 1,360 LF of 4" force main and components in the basic service area. The project was divided into two service areas to accommodate funding availability for a CDBG funded project.
 NAVY FEDERAL Credit Union Phase I Cost: \$300M	Brian L. McDonnell Center - The site/civil design of a 65-acre technology park in multiple phases. Project includes surveying, land division and platting, roadway design, on-site stormwater management, extensive turn lanes on US Highway 90, potable water and sanitary sewer systems, parking areas, intersection signalization and site lighting.
 Children's Park CDBG Project Cost: \$400,000	Recreational components of the park itself include more than 28 pieces of playground equipment on top of a cushion-type surface made from recycled materials. In the hot summer months, a spray pool provides a cool reprieve for visitors. The central core of the park is a gathering spot with tables, chairs, and vending machines.
 The Bluffs Master Plan Project Cost: \$1.59M	The Bluffs is a 6,000+ acre master-planned development suited for industrial/manufacturing in Escambia County just north of Pensacola. Highly accessible, the multi-modal campus is a nexus for the region near the I-10 corridor with road, rail and barge service. FloridaWest Economic Development Alliance announced The Bluffs, Northwest Florida's Industrial Campus has received \$3.1 million in funding for site connectivity and infrastructure improvements as part of the 2017-2018 State of Florida budget signed by Governor Rick Scott in June, 2017.

Past Record of Professional Accomplishments

This talented group has reviewed the Request for Qualifications (RFQ), the proposed improvements listed in the RFQ, and have a comprehensive understanding of the goals and objectives of the County. Based on our expertise and experience, our team is confident that we meet the County's goal for continuing services consultant that can respond quickly to the County's needs, will provide quality and equitable design and assist the county in both planning and funding opportunities.

Our past record speaks for itself. Baskerville-Donovan has maintained solid relationships with our clients for many years. In doing so, BDI has maintained Continuing Engineering Services Contracts for various engineering projects with many government agencies including the City of Milton, the City of Niceville, the City of Sopchoppy, Destin Water User's, Emerald Coast Utilities Authority, Wakulla County, Santa Rosa County, and Santa Rosa Island Authority, to name a few.



AREA OF EXPERTISE

As a multi-discipline engineering firm, Baskerville-Donovan's area of expertise includes the following based on project relevance as described in the RFQ:

AREA OF EXPERTISE						
PROJECT TITLE	PROJECT RELEVANCE					
	Roadway Design	Storm Water Design	Utility Engineering Design	Grant Related	Survey & Mapping	Structural/Parks & Rec
Okaloosa Gas District Gas Line Replacement Phase 3 – Hollywood Boulevard Survey			X	X	X	
Okaloosa Gas District Surveying Services					X	
Destin Water Users U.S. Highway 98 Utility Relocation	X		X		X	
City of Springfield Robindale Subdivision Drainage Improvements		X		X	X	X
Santa Rosa County Holley By The Sea Drainage Improvements	X	X	X	X	X	
Santa Rosa Island Authority Little Sabine Bay Stormwater System		X		X	X	X
City of Niceville Stormwater Facilities Plan Update				X	X	
City of Pensacola Coral Creek Drainage Project Phase 3		X		X	X	X
Port of Panama City Stormwater Master Plan		X		X	X	X
Leon County Miccosukee Road & Greenway Drainage Study		X		X	X	
Santa Rosa County Berryhill-Five Points Intersection Improvements	X	X	X	X	X	X
City of Pensacola 9 th Avenue Sidewalks Project	X		X	X	X	
Escambia County Pinestead/Longleaf Design	X		X	X	X	X
Escambia County South Old Corry Field Road LAP Project	X	X		X	X	X
City of Milton Canal Street Roadway Improvement	X		X	X	X	X
Santa Rosa Island Authority Via DeLuna Roadway Improvements	X	X	X	X	X	X
City of Gulf Breeze CDBG Roadway Resurfacing & Septic Tank Abatement	X	X		X	X	
Leon County Buck Lake Road Widening Project	X	X	X		X	X
Hurlburt Field Community Recreation Park		X	X		X	X
City of Niceville Children's Park		X	X	X	X	X
Hurlburt Field Realign O'Neil Intersection Project	X	X	X		X	
Hurlburt Field Independence and Tully Traffic Circle	X	X			X	
Hurlburt Field Relocate FamCamp Phase II		X	X		X	X
Eglin AFB Renovate Maintenance Dock B1344		X	X		X	X
Navy Federal Credit Union Brian L. McDonnell Center	X	X	X	X	X	X

Meet Schedules

Baskerville-Donovan's goal is to provide Okaloosa County with a finished product on time, every time, and on budget. Each BDI design team assembled under this contract will be composed of talented, experienced professionals with a proven background in the delivery of multi-disciplined planning, engineering, and surveying services. These team members, working with the County staff, will build the County's goals into the finished product. This BDI team has been carefully selected to maximize the project quality and effective attainment of the program goals while staying within the established budgets.

Budget Requirements

After the Project Plan is approved by the BDI Regional Manager, the budget/man-hour, and schedule information is inserted into the corporate financial cost accounting and schedule tracking management system (Deltek Vision©). In addition, as Project Manager, Alan will utilize the scheduling and project scheduling software to monitor progress on this project. To maintain accountability, BDI project schedules and resource requirements are updated regularly by Project Managers. Division and Regional Managers discuss on a weekly basis the current workload, schedule requirements, and staff labor to complete projects and meet the client schedules. Project Progress Reports are sent to each Project Manager bi-weekly. These budget tracking and schedule control methods allow Project Managers to evaluate the status of their project quickly, and make the needed adjustments to meet or beat our client's schedules and budgets. The networked scheduling and financial software systems allow Division and Regional Managers to monitor progress on projects and insure that each Project Manager is meeting their commitments with no challenges for project team availability.

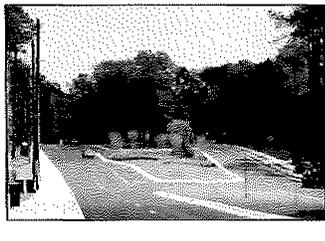
Ability to Deliver Projects On Time and Within Budget

Baskerville-Donovan understands the need to complete projects on time and in budget, the commitment of available resources, and the importance of providing complete deliverables on those deadline dates to our clients. BDI has been successful in meeting project schedules for our clients throughout our 91-year history. This is a testimony to our commitment to on-time schedules and in-budget projects and the proven track-record of our internal project processes. There are four (4) key elements to BDI's project process that ensure that the schedule requirements are met on every assignment. These key elements are described below:

1. Develop and communicate a clear understanding of our client's scope, schedule, and budget requirements for each project
2. A corporate commitment of available project team resources necessary to successfully complete the project and meet the schedule
3. Active monitoring and control of project schedule and budget
4. Timely and clear communication

Past Performance Example Projects

The BDI Team is proud to showcase a few sample projects that were delivered on time and within budget:

	<p>Robindale Subdivision Drainage Improvements HMGP – City of Springfield, FL: (D: 2007-2008 – C: 2009) This project for the City was the result of severe flooding within the Robindale Subdivision. The project included an evaluation of the causes of flooding, alternate designs to correct or improve flooding conditions and construction plans. The design included improved conveyance systems, two (2) stormwater pumping stations, a retention pond to provide treatment through an underdrain system and stormwater permitting through NFWFMD. The project was funded through grants acquired by BDI. The project has been bid and is awaiting HMGP funding through FEMA. The bid price was \$500,000 below the established budget. Project Cost: \$1.2M</p>
	<p>Settlers Colony Expansion Drainage Project HMGP – Santa Rosa County, FL: (D: 2017-2018 – C: pending) The Settlers Colony Drainage Improvements Expansion project is considered an extension of the original HMGP-approved Settlers Colony Drainage Improvements project, scheduled for construction completion in April, 2016. The proposed drainage improvements, as well as the original system (currently under construction), discharge into man-made canals that have direct hydraulic connections to the Santa Rosa Sound. The project is on time and under budget as BDI successfully saved the County money by not having to purchase easements. Estimated Project Cost: \$5.2M</p>
	<p>Chancey Road Water Transmission Main and Pump Station – City of Zephyrhills, FL: (D: 2007– C: 2008) This project entailed the design and permitting of 2,850 linear feet of 12-inch water main along Chancey Road, which currently services Park Place Industrial Park and provides a pressure loop for the overall water system. This pipeline was a critical item required for the development of the Park Place Industrial Park. Innovative data collection was utilized for this project in an effort to keep design costs low. Because the limits of the project were within a relatively undeveloped area, this information provided the adequate accuracy required for design and construction resulting in a successful product for the City. This project was completed on time and within budget. Project Cost: \$142,500</p>
	<p>Pensacola Naval Complex Various Projects – NAS Pensacola, FL: The projects for which we have provided services encompassed every aspect of the operation and maintenance of buildings, facilities, and infrastructure of this Naval Complex. From training facilities, docking facilities, buildings, and stormwater management to recreational facilities and extensive surveying and mapping, we have provided professional design services to meet the Navy's needs in a timely, cost-effective manner. BDI delivered complex projects on extremely short notice, within budget, and meeting the client's expectations.</p>
	<p>Buck Lake Road Widening (CR 1548) Project – Leon County, FL: (D: 2009-2010– C: 2010-2011) The project included a cutting-edge roadway in East Tallahassee. The new 2.3 miles of scenic roadway and drainage design, landscape design and environmental permitting associated with the widening of 1.9 miles of 2-lane road to a combined 4-lane divided urban section and 2-lane urban sections.</p> <ul style="list-style-type: none"> • Project named "Project of the Year" by the American Public Works Association • Project delivered \$2.5 million below original budget cost estimate • Project delivered 10 months ahead of schedule <p>Project Cost: \$3.2M</p>

PROJECT MANAGEMENT ORGANIZATION

In the attached materials, we have taken great care to communicate the experience and qualifications of our team in professional consulting and the associated support services. We believe that our response will demonstrate that our team has more local experience in this area of environmental and civil practice than any other firm that has been continuously engaged in the North Florida engineering market. We also feel strongly that in the design field, there is no substitute for direct, local project experience.

For this Request for Qualifications, BDI has selected a team of world-class engineering professionals. These professionals will be responsible for the daily production of engineering products and services; a summary of some of our key senior professionals, is given:

Alan Hart, PE, will serve as the **Project Manager** and the primary client P-O-C for all work under this contract. He is responsible for the technical approach, systems design, and regulatory approval acquisition as well as assisting in the overall project delivery. Alan is an experienced and successful project manager with skills in program management, engineering design, project planning and scoping, scheduling and monitoring, contract negotiations, cost estimating and tracking, contract administration, construction management and inspection, quality assurance and control, and client communication.

Keith Hill, PE, will serve as the **Principal-In-Charge** for the project assigned under this contract. He has a diversified background in the design, permitting, construction oversight, environmental engineering including the implementation of water supply, treatment, storage, and transmission systems. As BDI's Chief Operating Officer, Keith provides the senior project oversight of the Project Manager's efforts ensuring satisfaction of client communications and of Baskerville-Donovan's Standards of Excellence.

Fred Donovan Jr., PE, will serve as the **QA/QC Officer** for projects assigned under this contract. He brings a wide-range of experience to this contract. He has been uniquely committed to the responsible and progressive development of the Florida Panhandle region throughout his career. Mr. Donovan brings a seasoned perspective to the BDI team and is committed to providing the leadership necessary to deliver first-class results to Okaloosa County. In his role, Mr. Donovan will ensure that he is directly involved with the senior staff to ensure high-quality project communications and timely deliverables.

Keith Guthrie, PE will serve as **Sr. Transportation Engineer** for the roadway design portion of this RFP. Keith presently serves as Sr. Project Manager and Sr. Design Engineer on Civil and Transportation projects. He has over 30 years of Civil Engineering experience. He has worked with federal, state and local municipalities on projects throughout the Florida panhandle. Keith's responsibilities include project design and management of roadway and stormwater projects involving PD&E studies, urban and rural roadway design, utility coordination, stormwater collection, treatment and attenuation, permitting, and construction management. Keith will be in charge of any roadway design the project requires.

Michael Langston, PE, will serve as **Sr. Civil Engineer**. As a senior specialist in the area of site and stormwater design and site earthworks, Mike has over 29 years of civil engineering experience in North Florida. Over his career, he has been responsible for the design and construction supervision of hundreds of projects throughout the region – a full range of local, state, private and federal clients. For County government, Mr. Langston's record of success ensures that all site elements associated with the project are well-coordinated and properly designed for maximum cost efficiency and service life.

Richard Delp, CSI, CDT will serve as **Sr. Utilities Engineer**. Ric serves as a senior project manager for a variety of water and wastewater projects in Northwest Florida, Alabama, and Mississippi. For almost 18 years, Ric has honed his engineering expertise to benefit public infrastructure improvement projects and asset management for a broad range of private, municipal and county public works facilities. He has

worked with the teams associated with planning, designing, and providing construction phase engineering services in a variety of areas that include: customer relations, project management, engineering evaluation, permitting, cost estimating, potable water supply, potable water treatment, secondary and advanced wastewater treatment facilities, biosolids processing and disposal, odor control system improvements, pumping stations, collection systems, and potable water infrastructure.

J. Thomas Williams, PE, LEED®AP will serve as the **Sr. Structural Engineer** for the utility building design portion of this RFP. During his more than 43 years of experience in the field of civil engineering, Tom has been involved in engineering design, construction document and specification preparation, cost estimating, and contract administration for a wide variety of project types and clients. His professional expertise includes building structural engineering, primarily with a strong record of secondary general civil engineering design expertise in the fields of land planning, stormwater, grading, utilities, roadway design and regulatory permitting.

Jim Waite will direct all **Grant Administration and Funding** efforts. Jim has over 35 years of public and private project development experience. As Vice President for Program Development & Marketing, Jim's responsibilities include company-wide project planning, public administration, funding acquisition, and comprehensive program development for public and private clients. He utilizes his strong resource development and strategic planning skills to get out in front of opportunities. Jim's extensive experience in funding and grant administration has proven invaluable to our clients. Jim will be assisted by Buz Eddy, who is in-charge of BDI's client and business development, with all **Public Involvement** efforts.

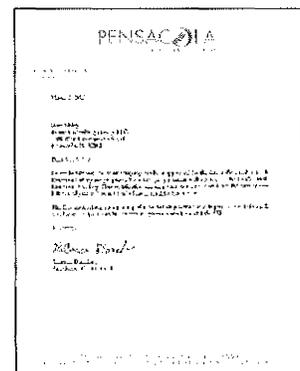
Scott Mills, PSM, PLS, will direct project **Surveying & Mapping** efforts. Scott has provided quality survey services throughout the Florida Panhandle for over 35 years at BDI. Scott's responsibilities include project management, staffing and scheduling, client relations, contracting, department supervision and quality control. His experience is extensive in virtually every type of survey to include Right-of-Way, Boundary, Topographic, Photogrammetric, Sectional, SUE, Construction, Geodetic and Control, ALTA/ACSM, Condominiums and Subdivision Surveys. Scott has managed many large-scale projects for County and City municipalities, FDEP, FDOT, various utility companies such as ECUA, SWUC FRUS, DWU and SSRU, private industries, commercial developments and the federal government.

SUBCONSULTANTS

The net result of the BDI staffing plan is **value**. This team has been carefully put together for this important project to ensure that all of the issues associated with project implementation are handled by the most qualified professionals available. For this project, BDI and our subconsultants bring a unique value that is unmatched:

ENVIRONMENTAL SPECIALIST

Biome Consulting Group, LLC (Biome) has expert experience in a wide variety of applied ecological and environmental regulatory-compliance related consulting services for over 25 years. They have specific knowledge and experience in wetland delineation, environmental and wetland site assessments, land use planning consultation and design, endangered species consultation, environmental impact assessments, wetland functional assessment evaluation, mitigation banking, endangered species permitting, stream and wetland restoration, stormwater, and environmental permitting, expert witness testimony, eminent-domain, fire ecology/prescribed burning, and invasive species eradication. **Biome is a Certified Small Business.**



GEOTECHNICAL ENGINEERING

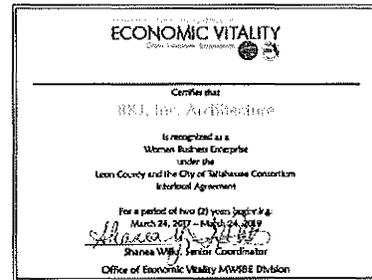
Southern Earth Sciences, Inc. (SESI) was formed in 1976 to provide the construction industry with complete geotechnical consulting and materials testing services. Initially focused on providing innovative solutions to unusual foundation problems, our growth has expanded into virtually every aspect of geotechnical engineering, construction materials testing and environmental consulting. SESI has gained the confidence of clients across the South and set a path for the companies continued growth and excellence. Having a wide range of expertise with a multi-disciplined staff gives SESI an advantage in the marketplace. SESI staff is comprised of registered engineers, environmental scientists, and professional geologists who are leaders in their respective fields.

TRAFFIC/TRANSPORTATION ENGINEERING

Founded in 1945, **Cardno, Inc.** is an ASX-listed professional infrastructure and environmental services company, with expertise in the development and improvement of physical and social infrastructure for communities around the world. Cardno creates, designs, and shapes sustainable traffic transport networks for the future. Our specialist traffic and transport team complements the established civil and structural skills of the Cardno Group. They develop functional concepts at the early stages of the infrastructure planning process as well as standalone consultation and analysis of existing conditions for upgrade and redevelopment.

ARCHITECTURAL CONSULTANT

BKJ, Inc. Architecture (BKJ) is a premier commercial architecture firm offering timely, value added, forward-thinking designs, solutions, and services. BKJ believes building solid partnerships is critical to success. BKJ is a full-service architecture firm. From conceptual design to detailed plans and specifications, through construction administration, they consistently provide premium-quality architectural services to commercial clients. BJK works hand-in-hand with their clients throughout the design and construction process, taking projects from concept to completion. The leadership at BKJ, Inc. has been delivering projects in the design and construction fields in the Southeast region since 1993. **BKJ, Inc. Architecture is a certified State of Florida Woman-Business Enterprise and Disadvantaged Business Enterprise.**



TECHNICAL EDUCATION AND TRAINING

As required by the State of Florida, BDI Team members possess the required certifications needed for their practice. As design professionals, the BDI Team stays current with continuing education which is critical not only to renew professional licenses and satisfy CE or PDH requirements, but to make advancements, complete professional development hours, grow skills, and gain a competitive edge in the A/E/C industry.

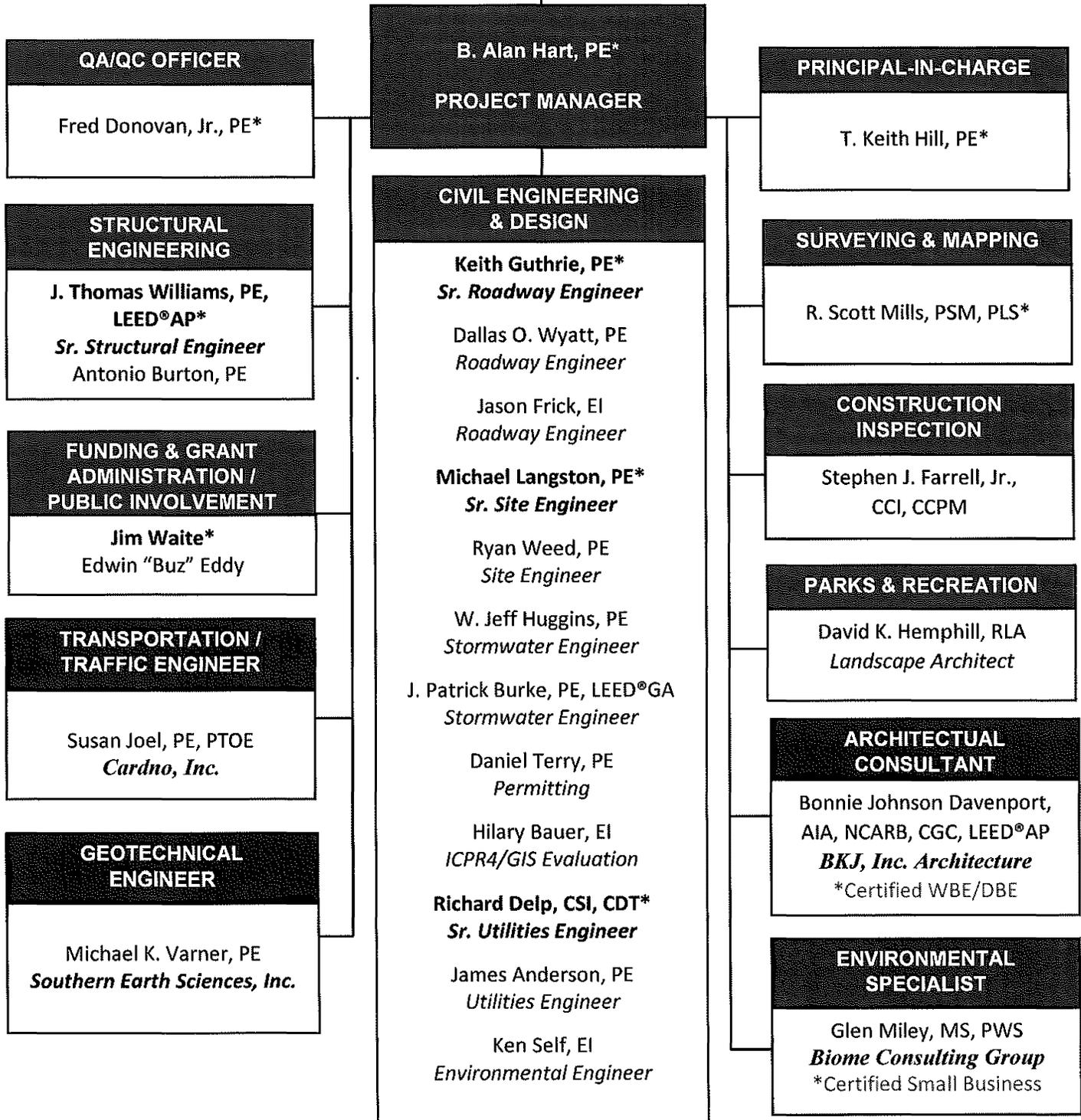
Current professional licenses or certifications can be found on each individual resume.

Individual resumes for this RFQ beginning on the next page.

TEAM ORGANIZATIONAL CHART



- Baskerville-Donovan
*Key Personnel
- Subconsultants





B. Alan Hart, PE

Project Manager

Education: BCE, Civil Engineering, Georgia Institute of Technology
 Registrations: Professional Engineer: FL #58055
 Certifications: URS Certified Project Manager
 Years' Experience: 24



Introduction

Mr. Hart has over twenty years of experience in water and sewer design, roadway, stormwater and maintenance of traffic. His responsibilities include leadership in all aspects of environmental projects from funding, preliminary design, design, and through-the-construction phases.

Experience

Shamrock Street Water Line Replacement – Tallahassee, Florida
 Katherine Speed Court Water Line Replacement – Tallahassee, Florida
 Carter Howell Strong Stormwater Improvements – Tallahassee, Florida
 Richardson Road Drainage Improvements – Tallahassee, Florida



T. Keith Hill, PE

Principal-In-Charge

Education: MS, Civil/Environmental Engineering, Auburn University
 BS, Zoology, Auburn University
 Registration: Professional Engineer: FL #61703
 Years' Experience: 19



Introduction

Mr. Hill has served as senior wastewater process engineer and has experience in wastewater process treatment and systems engineering. As Principal-in-Charge, he is responsible for overseeing and directing project activities and for ensuring that proper processes and technologies are applied to projects. He is experienced in environmental process engineering including the planning, analysis, design, and construction of wastewater plants and systems.

Experience

Water Reclamation Plant Expansion III – Pace Water System – Pace, Florida
 Advanced Wastewater Treatment Facility Improvements – Emerald Coast Utilities Authority – Pensacola Beach, Florida
 Wastewater Treatment Facility Improvements – City of Milton – Milton, Florida
 Water Reclamation Facility Phase VI Improvements – Destin Water Users, Inc. – Destin, Florida



Fred Donovan, Jr., PE

QA/QC Officer

Education: BS, Civil Engineering, Georgia Institute of Technology
 Registration: Professional Engineer: FL #66268, AL #24433, GA #028491, MS #15522
 Affiliations: ASCE, Society of American Military Engineers, Florida Engineering Society
 Years' Experience: 22



Introduction

Mr. Donovan has gathered a variety of project experience as a practicing civil engineer. He has been uniquely committed to the responsible and progressive development of the Florida Panhandle region throughout his career. He has been involved in a variety of municipal, county and federal programs in a number of roles including QA/QC Officer, Project Manager, and Designer. Mr. Donovan brings a seasoned perspective to the BDI team and is committed to providing the leadership necessary to deliver first-class results.

Experience

The Bluffs Master Plan – Pensacola-Escambia Develop Commission – Escambia County, Florida
 Central Water Reclamation Facility – Emerald Coast Utilities Authority – Pensacola, Florida
 Woodbine Road/Chumuckla Highway PD&E Study and Design – Santa Rosa County, Florida
 FY-14 F-22 Munitions Storage Complex – Tyndall Air Force Base, Florida



Keith Guthrie, PE

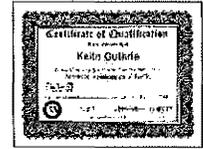
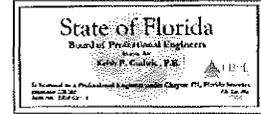
Sr. Roadway Engineer

Education: MS, Civil Engineering, Florida Institute of Technology

BS, Civil Engineering, University of Missouri-Rolla Registrations:

Professional Engineer: FL #47905 Certifications: State of FL Advanced MOT

Years' Experience: 24



Introduction

Mr. Guthrie presently serves as Sr. Project Manager and Sr. Design Engineer on Civil and Transportation projects. He has worked with federal, state and local government clients on projects throughout the Florida Panhandle. His responsibilities include project design and management of roadway and stormwater projects involving PD&E studies, urban and rural roadway design, utility coordination, stormwater collection, treatment and attenuation, permitting, and construction management.

Experience

Berryhill-Five Points Intersection Improvements - Santa Rosa County, Florida

CDBG Roadway Resurfacing & Septic Tank Abatement – Gulf Breeze, Florida

Camden Drive Drainage Project – Santa Rosa County, Florida

Settlers Colony Expansion Drainage Project HMGP – Santa Rosa County, Florida



Dallas O. Wyatt, PE

Roadway Engineer

Education: BS, Civil Engineering, University of South Alabama

Registration: Professional Engineer: FL #79072, AL #33293

Years' Experience: 10



Introduction

Mr. Wyatt's project engineering experience includes construction inspection, construction management, permitting, drainage analysis, transportation design, drainage design and traffic control design. He has provided Civil Engineering services for clients which include the Alabama Department of Transportation, city and county governments, as well as U.S. and Latin American design work for the United States Army Corps of Engineers.

Experience

Zeigler Boulevard Design – Mobile County, Alabama

Old Shell Rd Roadway Project – Mobile County, Alabama

Mount Vernon Streets Design/Construction – Mobile County, Alabama

Hillcrest Rd Roadway Project – Mobile County, Alabama



Jason Frick, EI

Roadway Engineer

Education: BS, Civil Engineering, University of South Alabama

Registration: Professional Engineer Intern: AL #17460

Years' Experience: 3



Introduction

Mr. Frick has civil engineering experience working on projects that require site selection, permitting, land development, grading, water distribution systems, sanitary sewer systems, road construction, airfield design and repair, and construction inspection. He has provided civil engineering services for clients including Alabama Department of Transportation, city and county governments in multiple states, as well as U.S. and Latin America design work for the United States Corps of Engineers.

Experience

Satsuma City Streets – Mobile County, Mobile, Alabama

Pelham Drive Drainage Improvements – Mobile County, Mobile, Alabama

F-22 Munitions Storage Complex – Tyndall Air Force Base, Florida



Michael Langston, PE

Sr. Site Engineer

Education: BCE, Civil Engineering, Georgia Institute of Technology
Professional Engineer: FL #49463 Certification: Qualified Stormwater
Years' Experience: 29 Management Inspector



Introduction

Mr. Langston's experience as a Civil Engineer includes services specializing in commercial and residential land development. His responsibilities have included planning, designing, permitting, and drafting for land development projects. His management experience has provided effective coordination between engineering design and construction.

Experience

- Holley By The Sea Drainage Project – Santa Rosa County, Florida
- Navy Federal Credit Union Brian L. McDonnell Center – Pensacola, Florida
- Robindale Subdivision Drainage Improvements – Springfield, Florida
- Jay Industrial Park – Jay Florida
- Crestview Civil Complex – Crestview, Florida



Ryan Weed, PE

Site Engineer

Education: BS, Civil Engineering, University of South Alabama
Registration: Professional Engineer: FL #65470, AL #27883
Affiliations: American Society of Civil Engineers
Years' Experience: 16



Introduction

Mr. Weed's civil engineering experience is in planning, permitting, and designing a wide range of civil engineering projects. As a project engineer, Mr. Weed has worked on projects involving permitting, drainage analysis, drainage design, land development design, transportation design, airfield design, and construction inspection.

Experience

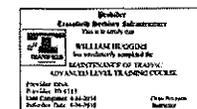
- Camden Drive Drainage Project – Santa Rosa County, Navarre, Florida
- Maranatha Way/Chipper Lane HMGP Drainage Project – Santa Rosa County, Pace, Florida
- Community Maritime Park – City of Pensacola, Florida
- Pensacola Beach Master Plan – Escambia County, Florida



W. Jeff Huggins, PE

Site Engineer

Education: BS, Civil Engineering, University of South Alabama
Registration: Professional Engineer Intern: FL #80324
Certifications: MOT Advanced Level Training Course No. 37517,
FDEP Qualified Stormwater Management Inspector No. 27363
Years' Experience: 10



Introduction

Mr. Huggins provides Civil Engineering services for clients which include the Florida Department of Transportation, Alabama Department of Transportation, city and county governments in multiple states, as well as U.S. and Latin American design work for the United States Army Corps of Engineers.

Experience

- Settlers Colony Expansion Drainage HMGP Project – Santa Rosa County, Gulf Breeze, Florida
- OLF-X Master Plan – Escambia County/Santa Rosa County, Florida
- Military Family Housing Sanitary Sewer Main Replacement – Hurlburt Field Air Force Base, Florida
- F-22 Munitions Storage Complex – Tyndall Air Force Base, Florida



J. Patrick Burke, PE, LEED® GA

Stormwater Engineer

Education: MS, Civil Engineering, Mississippi State University
BS, in Civil Engineering, Mississippi State University

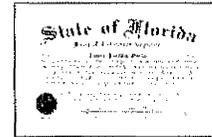
Registrations: Professional Engineer: FL #82313

Maintenance of Traffic Advanced Level Training Course; LEED® Green Associate™; Greenroads®

Sustainable Transportation Professional #0000254

Affiliations: Society of American Military Engineers

Years' Experience: 3



Introduction

Mr. Burke's experience in civil/transportation engineering includes preparation of construction documents and cost estimates for a variety of projects for local, county and city municipalities, experience in watershed modeling with ICPR and storm sewer design with ASAD, and preparation and submittal of permitting documents to the NFWFMD, FDEP, ACOE, and FDOT.

Experience

Comprehensive Stormwater Development Plan 2017 Update – City of Milton, Milton, Florida

Maranatha Way/Chipper Lane HMGP Project – Santa Rosa County, Pace, Florida

Lakewood Drive Drainage Improvements – Walton County, Florida

The Bluffs Phase II – Pensacola-Escambia Develop Commission – Escambia County, Florida



Daniel Terry, PE

Permitting

Education: BS, Civil Engineering, University of South Alabama

Registration: Professional Engineer: FL #81163, AL #35662-E, EPA Lead Renovation, Repair & Painting #R-R-1123-14-00088, Certified Qualified Credentialed Inspector #T3419, Department of Environmental Protection Stormwater Erosion and Sedimentation, Control Inspector Training Program #33679

Years' Experience: 8



Introduction

Mr. Terry has experience in the planning and design of a range of civil and environmental engineering projects. His development as a civil engineer has involved planning, permitting, and design of roadways and railways, surveying, environmental assessments, and commercial development projects for various local municipalities and private entities.

Experience

Pensacola Beach Ground Storage Tank Erosion Repair – Emerald Cost Utilities Authority, Pensacola Beach, Florida

Wise Recycling Stormwater Improvements – Pensacola, Florida

Mill Creek Bridge and Stormwater Conveyance – ALDOT, Mobile, Alabama



Hilary Bauer, EI

ICPR4/GIS Evaluation

Education: BS, Civil Engineering, University of South Alabama

Registration: Professional Engineer Intern – AL #18165, FDOT MOT Intermediate Certificate #30214

Years' Experience: 3



Introduction

Ms. Bauer's development as a civil engineer has involved assisting in planning, permitting, and design of roadways, surveying, environmental assessments, and commercial development projects for various local municipalities and private entities.

Experience

Comprehensive Stormwater Development Plan 2017 Update – City of Milton, Milton, Florida

Holley By The Sea Stormwater Master Plan – Santa Rosa County, Navarre, Florida

Settlers Colony Expansion Drainage HMGP Project – Santa Rosa County, Gulf Breeze, Florida



Richard Delp, CSI, CDT

Sr. Utilities Engineer

Education: BS, Environmental Engineering, Kennedy - Western University

Registration: "A" Water Treatment Plant Operator: FL; Certified Construction Document Technologist

Affiliations: Society of American Military Engineers, Member, Construction Specifications Institute

Years' Experience: 23



Introduction

Mr. Delp serves as a senior project manager for a variety of water and wastewater projects in Northwest Florida, Alabama, and Mississippi. For almost 18 years, Ric has honed his engineering expertise to benefit public infrastructure improvement projects and asset management for a broad range of private, municipal and county public works facilities.

Experience

Casora Estates Water Main Improvements – City of Sopchoppy, Sopchoppy, Florida

Highway 98 Utility Relocation – Destin Water User's Inc., Destin, Florida

U.S. 90/Glover Lane Utility Relocation – Santa Rosa County, Milton, Florida

Bobby Cato Lift Station CDBG – City of Apalachicola, Apalachicola, Florida



James Anderson, PE

Utilities Engineer

Education: BS Civil Engineering, Georgia Institute of Technology

BS Textile Engineering, Georgia Institute of Technology

Registration: Professional Engineer: FL #67494, AL #37606-E

Affiliation: Water Environment Federation

Years' Experience: 23



Introduction

Mr. Anderson serves as a design engineer in the environmental division. His design experience includes wastewater collection systems, reclaimed water distribution systems, wastewater treatment plants, environmental restoration, and permitting. Mr. Anderson brings experience from a diverse background including manufacturing, finance, and information technology.

Experience

Bayou Marcus WRF Hydraulic Model – Emerald Coast Utilities Authority, Pensacola, Florida

CDBG Roadway Resurfacing & Septic Tank Abatement – City of Gulf Breeze, Gulf Breeze, Florida

Highway 98 Utility Relocation – Destin Water User's Inc., Destin, Florida

U.S. 90/Glover Lane Utility Relocation – Santa Rosa County, Milton, Florida



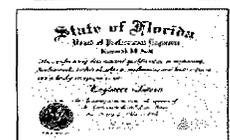
Ken Self, EI

Environmental Engineer

Education: BS, Civil Engineering, Auburn University

Registration: Professional Engineer Intern – FL #1100019190

Years' Experience: 4



Introduction

Mr. Self has experience in planning and design of a wide range of civil and environmental engineering projects. His development as a civil engineer has involved planning, permitting and design of wastewater treatment facilities, hydraulic modeling and water system evaluation and private development projects.

Experience

Rural Utilities Service Preliminary Engineering Report – Wakulla County, Florida

Sopchoppy SR 61 RGB & Utility Work Schedule – City of Sopchoppy, Florida

SR61 Utility Relocate Design – Wakulla County, Florida

Water System Hydraulic Model – City of Sopchoppy, Florida



J. Thomas Williams, PE, LEED® AP

Sr. Structural Engineer

Education: BS, Civil Engineering and Environmental Sciences (BSE), University of Central Florida
 Registrations: Professional Engineer FL #22282, AL #30714, USGBC LEED-NC Accredited Provider
 Affiliations: ASCE - American Society of Civil Engineers, ACI - American Concrete Institute
 Years' Experience: 43



Introduction

Mr. Williams' 43-year history of professional engineering expertise includes multiple continuing service contract applications for a range of client types. His expertise includes carrying out investigations, feasibility studies, structural inspections and assessments, and the design and preparation of contract documents for structural engineering works and construction supervision.

Experience

Community Maritime Park – Community Maritime Park Associates, Pensacola, Florida
 South Old Corry Field Road LAP Project – Escambia County, Pensacola, Florida
 Boat Storage Facility, 16 OSS, FTEV 05-1052 – Hurlburt Air Force Base, Florida
 SOF AvFID Operations and Maintenance Facilities – Duke Field, Eglin Air Force Base, Florida



Antonio Burton, PE

Structural Engineer

Education: MS, Structural Engineering, University of Alabama at Birmingham
 BS, Civil Engineering, Florida A&M University
 Registration: Professional Engineer: FL #67072, AL #28701-E
 Years' Experience: 16



Introduction

Mr. Burton is a professional engineer with 16 years of experience in Civil and Structural Engineering. He has experience designing in various types of steel and concrete building designs, masonry, aluminum, and timber supports and foundations, and other heavy equipment steel framing support. Technical design work includes engineering analysis and design, construction administration, progress reports, shop drawing reviews and RFI resolution.

Experience

Fuse II Research Facility – Eglin Air Force Base, Florida
 Community Maritime Park Breakwater Project – Community Maritime Park Associates, Pensacola, Florida
 Renovated R&D Facility – Pall Corporation, Pensacola, Florida
 Navy Federal Credit Union, Phase II Bridge 3 – Navy Federal Credit Union, Pensacola, Florida



Jim Waite

Funding / Grant Administration / Public Involvement

Education: BS, Business Administration, University of South Alabama
 Affiliations: 9 Years as member and former Chairman of the Santa Rosa County Planning Commission, Chairman of FloridaWest Economic Development Alliance
 Years' Experience: 35

Introduction

Mr. Waite has over 35 years of public and private project development experience. He serves as Vice President for Program Development & Marketing and his responsibilities include company-wide project planning, public administration, funding acquisition and comprehensive program development for public and private clients.

Experience

The Bluffs 2016 – Pensacola-Escambia Develop Commission – Escambia County, Florida
 Robindale Subdivision Drainage Improvements HMGP – City of Springfield, Florida
 Holley By The Sea Drainage Improvements – Santa Rosa County, Navarre, Florida
 Bobby Cato Lift Station CDBG – City of Apalachicola, Florida



Stephen J. Farrell, Jr., CCI, CCPM

Construction Inspection

Education: BS, Risk Management/Real Estate, FL State University

Registrations: Certified Construction Project Manager: FL; Certified Construction Inspector: FL;

NASDS Certified Diver: FL; 2-20 Insurance Agent: FL; Insurance Adjusters License: FL

Years' Experience: 29



Introduction

Mr. Farrell has been involved in various projects ranging from inspection of roadway improvements to overseeing the construction of large municipal water and wastewater projects. As a Project Inspector, he is responsible for ensuring compliance with project plans and specifications. He is also experienced with many aspects of environmental permitting including cross-section details, volume calculations on dredge-and-fill permits, and gathering field information for DOT and county/railroad use permits.

Experience

Sewer Segregation Projects – Bay County, Panama City, Florida

Sweetwater Village Phases I, II, III, IV – Bay County, Florida

FDOT U.S .98/Thomas Drive Interchange – Florida Department of Transportation, Chipley, Florida



R. Scott Mills, PSM, PLS

Surveying & Mapping

Education: University of West Florida

Registrations: Professional Surveyor and Mapper: FL #LS5509, AL #20892

Years' Experience: 43



Introduction

As Survey Manager, Mr. Mills' experience is extensive in virtually every type of survey to include Right of Way, Boundary, Topographic, Hydrographic, Photogrammetric, Sectional, Construction, Geodetic and Control, ALTA/ACSM, Condominiums and Subdivision Surveys. Mr. Mills has managed many large-scale projects for County and City municipalities, FDEP, DOT, various utility companies, private industries and federal government.

Experience

Yellow River Bridge Relocation Project – Okaloosa Gas, Okaloosa County, Florida

Kennedy Lakes Subdivision Road Emerald Bay Subdivision and Resort Area - Okaloosa and Walton Counties, Florida

Paving and Stormwater Project – City of Crestview, Crestview, Florida

Evans Branch Stormwater Management Plan – City of Niceville, Niceville, Florida



David K. Hemphill, RLA

Landscape Architecture

Education: BSLA, Landscape Architecture, Iowa State University

Registration: Professional Landscape Architect: FL #LA0000502

Affiliation: American Society of Landscape Architects

Years' Experience: 41



Introduction

As Senior Landscape Architect, Mr. Hemphill provides technical expertise and project management on a variety of tasks. His experience includes large-scale resort developments and permitting through local, state, and federal agencies. He serves as project manager and coordinator on numerous projects for the firm's key long-term clients with responsibilities ranging from conceptual design through construction administration.

Experience

Canal Street Roadway Improvement LAP Project – City of Milton, Milton, Florida

Buck Lake Road Widening (CR1548) – Leon County, Tallahassee, Florida

Turkey Creekwalk Park – City of Niceville, Niceville, Florida

St. James Bay: A Golf Course Community – Carrabelle, Florida



Susan Joel, PE, PTOE

Transportation/Traffic Engineer

Education: BSCE, Civil Engineering, University of South Florida

Registrations: Professional Engineer: FL#46018

Years' Experience: 29



Introduction

Ms. Joel is a Senior Transportation Engineer at Cardno, Inc. She has extensive experience in the areas of traffic design, studies, signal timing, ITS, safety studies, operational analysis, quality control and data collection. Ms. Joel has served as project manager and engineer-of-record for transportation / traffic operations projects for a wide variety of clients, including the Florida Department of Transportation (FDOT) and counties and municipalities throughout Florida.



Michael K. Varner, PE

Sr. Geotechnical Engineer

Education: BS, Civil Engineering, University of Florida

Registrations: Professional Engineer: FL #15037

Years' Experience: 48



Introduction

Mr. Varner has been at Southern Earth Sciences, Inc. (SESI) for 36 years and has completed thousands of geotechnical, environmental, and asbestos consulting projects. He has worked extensively with local government on a number of complex projects. He currently serves as a Senior Consultant in the Panama City Beach branch office. Mike has played an integral role in the establishment and development of SESI's presence and reputation in Florida.



Bonnie J. Davenport, AIA, NCARB, CGC, LEED® AP

Architectural Consultant

Education: MS, Architecture, University of Florida, BS, Design, University of Florida

Registrations: State of Florida Certified General Contractor: FL#CGC1519889

State of Florida Registered Architect: FL #AR95011

Certifications: American Institute of Architects (AIA) - Registered Architect, National Council of Architectural Record (NCARB) - Registered Architect, (LEED BC+D) - Certification

Years' Experience: 9



Introduction

Ms. Davenport is a licensed architect and a general contractor. She has worked on numerous successful projects across the state of Florida that have built her reputation as a leader in our local community. She is a member of Leadership Tallahassee (Class 28), Tallahassee's Entrepreneurial Excellence Program (Class 3) and served on the Leon County Code Enforcement Board. Ms. Davenport holds a L.E.E.D certification and is committed to keeping Tallahassee developing toward a more sustainable community.



Glen Miley, MS, PWS

Environmental Specialist

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

Registrations: Professional Wetland Scientist - Florida #1240, Qualified Stormwater Inspector - Florida

Years' Experience: 28



Introduction

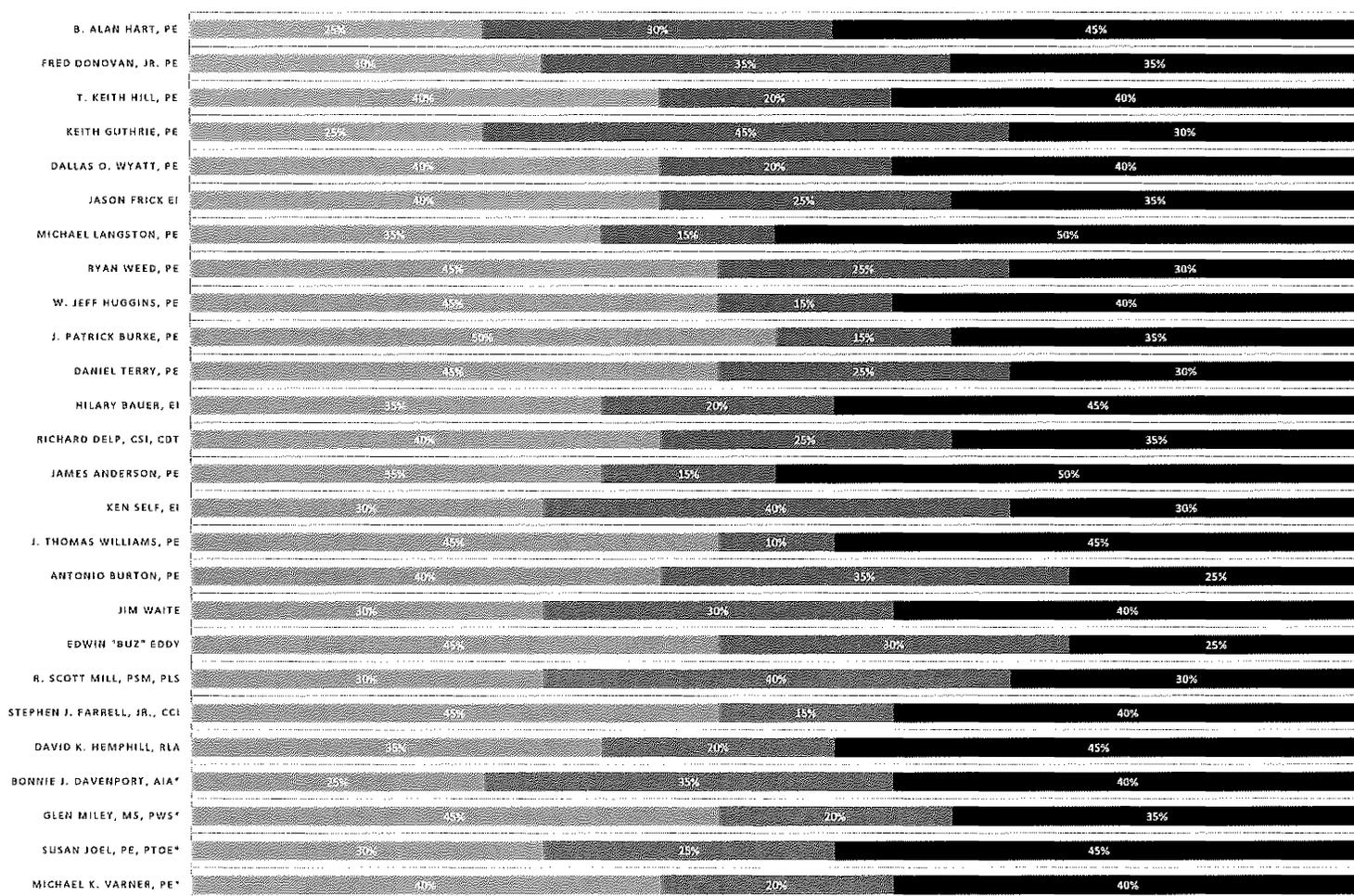
Mr. Miley maintains the highest level of responsibility and client accountability in the performance of ecological and environmental regulatory compliance consulting services. His career has included pioneering work in environmental regulatory compliance consulting. Mr. Miley's position with the firm requires the highest level of responsibility and client accountability in the performance of ecological and environmental regulatory compliance consulting services.

PROJECT WORKLOAD

As **Project Manager** for this project, Alan Hart, PE, has proven to be very adept at managing multiple projects. Alan will be absolutely committed to ensuring that both he and key team members are available to Okaloosa County.

The chart below gives the **current availability** for BDI team members proposed for services under this contract.

BDI TEAM AVAILABILITY CHART



*Denotes subcontractor

Current Assignments
 Planned Assignments
 Available for Work

REFERENCES

BDI is proud of our 91-year history of providing superior consulting engineering services in Florida. In addition to the client information and projects included herein, the following client references are provided for Okaloosa County:

	<p>CITY OF SOPCHOPPY 105 Municipal Avenue, Sopchoppy, FL 32358 Mr. Leonard Tarrt - <i>Public Works Director</i> Phone: (850) 962-4611 Email: leonard.tarrt@sopchoppy.org</p> <p>Type services: Various stormwater/drainage, permitting, funding assistance, survey & mapping, water & wastewater projects</p>
	<p>DESTIN WATER USERS, INC. 218 Main Street, Destin, FL 32541 Phone: (850) 837-6146 Mr. Lockwood Wernet - <i>General Manager</i> lwnet@dwuinc.com</p> <p>Type services: Various utility engineering, roadway, permitting, structural/electrical engineering, survey & mapping, and water & wastewater projects</p>
	<p>SOUTH WALTON UTILITY CO., INC. 369 Miramar Beach Drive, Miramar Beach, FL 32550 Phone: (850) 837-2988 Ms. Alicia Keeter, PE - <i>General Manager</i> aak@swuci.org</p> <p>Type services: Various utility engineering, roadway, permitting, structural/electrical engineering, survey & mapping, and water & wastewater projects</p>
	<p>SANTA ROSA COUNTY 6051 Old Bagdad Highway, Suite 300, Milton, FL 32583 Phone: (850) 981-7100 Mr. Michael Schmidt, PE - <i>Assistant County Engineer</i> michaels@santarosa.fl.gov</p> <p>Type services: Various stormwater/drainage, site/civil, roadway, landscape architecture, utility engineering, survey & mapping, permitting, funding assistance, and water & wastewater projects</p>
	<p>NAVY FEDERAL CREDIT UNION 3363 West Park Place, Pensacola, FL 32505 Phone: (850) 912-0928 Ms. Kimberly Aderholdt - <i>Supervisor of Facility Planning & Project Management</i> Kimberly_Aderholdt@navyfederal.org</p> <p>Type services: Site/civil, stormwater, roadway & intersection design, bridge design, signalization design, FDEP permitting, and construction administration</p>

ADDITIONAL INFORMATION & COMMENTS

FDOT Prequalification's



Florida Department of Transportation has prequalified Baskerville-Donovan, Inc. (BDI) for the following types of roadway work:

GROUP 3: Highway Design - Roadway

- 3.1 Minor Highway Design
- 3.2 Major Highway Design

GROUP 4: Highway Design - Bridges

- 4.1.1 Miscellaneous Structures
- 4.1.2 Minor Bridge Design

GROUP 7: Traffic Operations Design

- 7.1 Signing, Pavement Marking & Channelization
- 7.2 Lighting
- 7.3 Signalization

GROUP 8: Survey And Mapping

- 8.1 Control Surveying

- 8.2 Design, Right of Way & Construction Surveying
- 8.4 Right of Way Mapping

GROUP 10: Construction Engineering Inspection

- 10.1 Roadway Construction Engineering Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI

GROUP 13: Planning

- 13.6 Land Planning/Engineering

GROUP 15: Landscape Architect

Full-Service Funding Assistance

BDI remains at the forefront of emerging funding programs state-wide. We are involved in a number of early efforts to develop alternative programs for local transportation funding assistance. Our professionals are aware of the impact that FDOT's SIS funding allocation policy is having on local government. We are involved in regional transportation authorities in various areas of the state and we work with our clients to develop new strategies for alternative funding development.

Our experiences in successfully assisting our clients in obtaining funds for their projects have become routine at BDI and we remain up-to-date and current with all existing and developing funding assistance programs including:

- U.S. Environmental Protection Agency
- Federal Emergency Management Agency
- Florida State Legislative Direct Appropriations
- Federal Aviation Administration
- FDEP State Wastewater Revolving Fund
- FDEP State Water Revolving Fund
- FDEP State Stormwater Revolving Fund
- FDEP Recreation Development Assistance Program
- FDEP Building Improvement Trust Fund
- Florida Department of Economic Opportunity
- FDEO Florida Communities Trust Preservation 2000
- Florida Department of Transportation
- U.S. Department of Commerce, Economic Development Administration
- U.S. Department of Agriculture, Natural Resource Conservation Service
- FDEP Small Disadvantaged Communities
- Florida Department of State, Division of Libraries
- U.S. Army Corps of Engineers' Wetlands Restoration

We have found that our clients appreciate working with an engineering firm that is intimately involved in program development and funding assistance. The key to our enormous success is simple: as engineers, we have the advantage of a detailed technical understanding of the programs we are supporting. Within the fine details of any program are opportunities for program enhancements and alternative funding strategies. For example, the State of Florida has funded several Small Disadvantaged Community Wastewater Grants statewide. BDI has positioned its clients to receive funding on 60 percent of these totaling over \$130,000,000. In addition, BDI secured the largest FEMA grant in the history of the State of Florida of \$151,000,000.

Grant Writing Support & Administration

Grant writing and administration are the key components to be able to receive funding. Quality grant writing is essential in the fact that it must make the applicants case more compelling than its counterparts to secure funding. The funding agency must be able to confirm that the needs and goals of the funding program are met and demonstrated in the application and agree with the applicant on the scoring and interpretation of subjective and objective evaluation criteria. Just as important is the administration following the award. This administration must be consistently of good quality. Granting agencies are also compelled to deal with municipalities that have a good track record in managing their funds.

Once the city receives its award, BDI's objective will be to assist with the task of managing these funds through efficient construction contract administration, maintaining compliance with the granting agency's requirements and construction documents.

Permitting

As shown throughout this RFQ, BDI has a strong working relationship with regulatory agencies in the area, especially those who permit stormwater improvements and facilities.

Our permitting experience is extensive. Our professionals have a clear understanding of the Environmental Resource Permit (ERP) rules for the Florida Department of Environmental Protection (FDEP) and the extensive rules of the United States Army Corps of Engineers (USACOE) and the stormwater permitting rules for the Northwest Florida Water Management District (NFWFMD), the FDEP, the Florida Department of Transportation (FDOT) and local municipalities.

We work diligently on our customer's behalf to secure permits in a timely and cost-effective manner. We maintain good relationships with local and regional agency officials and these relationships help us remain current on potential regulatory changes.

BDI has a long history of experience with all of the regulatory agencies that have purview over engineering programs. Our engineers deal with federal, state, regional, and local permitting and enforcement authorities on an almost daily basis. We have been the firm of choice for many governments with environmentally difficult programs requiring extensive knowledge of the rules and procedures of the various regulatory agencies. Specifically, BDI has experience with the following agencies and issues:

Florida Water Management Districts

- Stormwater Permitting
- Certification of Construction and Maintenance
- Consumptive Use of Water
- Management and Storage of Surface Water
- Water Well Construction and Abatement
- Agricultural Water Management

" Aquifer Recharge

U.S. Army Corps of Engineers

- " Wetlands and Dredge-and-Fill Permits
- " Coastal Protection Structures
- Permitting

Florida Department of Environmental Protection

- " Environmental Resource Permits
- " Stormwater Management
- " Water and Wastewater Facilities
- " Air Quality
- " Solid Waste/Landfills
- " Ordinary High Water and Submerged Lands Determinations

U.S. Environmental Protection Agency

- " National Pollutant Discharge Elimination System (NPDES)
- " Stormwater Management
- " Environmental Assessment and Impact Statements

Florida Department of Community Affairs

- " Developments of Regional Impact
- " Comprehensive Planning

Florida Department of Transportation

- " Driveway Permits
- " Drainage Connection Permits
- " Utility Permits

Public Information

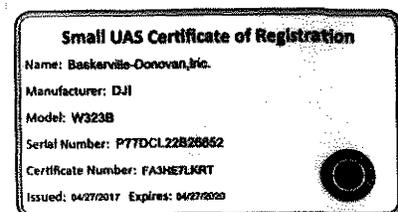
When it comes to public information, BDI is the best in the state. Our team understands the value and importance of supporting our public sector colleagues through high-quality public information sessions, mailings, high-end graphics, website development, etc. Because approximately 80% of our firm's business is with local government clients, over the years, BDI has developed a substantial capability in this area of our services.

The **BDI Team** is well qualified to assist Okaloosa County professional staff in providing cutting-edge graphics and presentation materials for all public information meetings. The graphics capabilities of our team include the ability to easily communicate planning ideas to the public, Board of County Commissioners, and other key (non-technical) decision makers. Using the unique and rapidly growing application of advanced 3D computer graphics, BDI can provide photorealistic visuals of the project before construction begins.

For many public projects, it is critical in today's political environment to include the community in the early planning stages of projects. BDI is experienced and comfortable with routine activities in this important area of public service. Our experience demonstrates that early outreach activities build critical support for projects and can play a key role in developing the most appropriate design for the project.

UAV Drone Applications

BDI's Drone Team features a local in-house licensed pilot with experience on projects throughout the panhandle. Drone applications have proven extremely valuable in many aspects of the engineering and construction industry and having access to a licensed drone pilot under a continuing services contacts is a real plus for Okaloosa County engineering staff. From a quick look at a proposed project site to a pre versus post condition of a construction site, drone technology is the cutting edge. Equally important is the ability to produce visual representations in real time for presentations to the Board of County Commissioners, County staff, key stakeholders, and the general public. BDI has two (2) drone units that have seen use both locally and on foreign lands.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2018

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street Suite 300 Pensacola FL 32502	CONTACT NAME: Alice Pousson	
	PHONE (A/C, No, Ext): 850-332-5458 Ext. 1900	FAX (A/C, No): 850-607-2060
E-MAIL ADDRESS: Apousson@sihle.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Westfield Insurance Group		24112
INSURER B : FFVA Mutual Ins Co		10385
INSURER C : Continental Casualty		20443
INSURER D : Continental Insurance Co.		35289
INSURER E : Transportation Insurance Company		20494
INSURER F :		

INSURED BASKINC-01
 Baskerville-Donovan Inc.
 449 W Main Street
 Pensacola FL 32502

COVERAGES CERTIFICATE NUMBER: 1956475571 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5091275910	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP0684938	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
D X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4027179086	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC8400023586-FLA WC8400023588-AL	1/1/2018 1/1/2018	1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E	Professional Liability Contractors Equipment	N N	N N	AEH276170839 4027179184	1/29/2018 9/1/2017	1/29/2019 9/1/2018	Professional Liabilit Leased & Rented Max per item 2,000,000 50,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT: General Engineering Services for Okaloosa County Public Works

CERTIFICATE HOLDER CANCELLATION

Okaloosa County 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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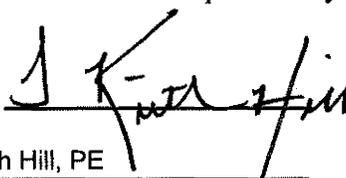
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: June 25, 2018

SIGNATURE: 

COMPANY: BASKERVILLE-DONOVAN, INC.

NAME: T. Keith Hill, PE
(Typed or Printed)

ADDRESS: 449 West Main Street

TITLE: Executive VP/COO

Pensacola, Florida 32502

E-MAIL: khill@baskervilledonovan.com

PHONE NO.: (850) 438-9661

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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 _____

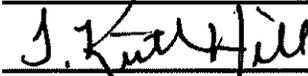
NAME(S)

POSITION(S)

NAME(S)	POSITION(S)

FIRM NAME: BASKERVILLE-DONOVAN, INC.

BY (PRINTED): T. Keith Hill, PE

BY (SIGNATURE): 

TITLE: Executive VP/COO

ADDRESS: 449 West Main Street

Pensacola, Florida 32502

PHONE NO. (850) 438-9661

E-MAIL khill@baskervilledonovan.com

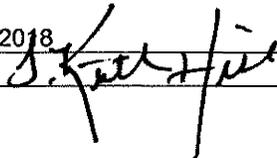
FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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: June 25, 2018

SIGNATURE: _____



COMPANY: **BASKERVILLE-DONOVAN, INC.**

NAME: T. Keith Hill, PE

ADDRESS: 449 West Main Street, Pensacola, FL 32502

TITLE: Executive VP/COO

E-MAIL: khill@baskervilledonovan.com

PHONE NO.: 850-438-9661

CONE OF SILENCE

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  _____ representing BASKERVILLE-DONOVAN, INC. _____
Signature Company Name

On this 25 day of June 2018 hereby agree to abide by the County’s “**Cone of Silence**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

BASKERVILLE-DONOVAN, INC.

Proposer's Company Name

449 West Main Street, Pensacola, FL 32502

Physical Address

449 West Main Street, Pensacola, FL 32502

Mailing Address

850-438-9661

Phone Number

850-324-4926

Cellular Number

June 25, 2018

Date



Authorized Signature – Manual

T. Keith Hill, PE

Authorized Signature – Typed

Executive VP/COO

Title

850-433-6761

FAX Number

850-324-4926

After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT
RFQ PW 51-18

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

ADDENDUM NO.

DATE

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.

J. K. [Signature]

COMPANY DATA

Respondent's Company Name: BASKERVILLE-DONOVAN, INC.

Physical Address & Phone #: 449 West Main Street

Pensacola, FL 32502

850-438-9661

Contact Person (Typed-Printed): T. Keith Hill, PE, Executive VP/COO

Phone #: 850-438-9661

Cell #: 850-324-4926

Email: khill@baskervilledonovan.com

Federal ID or SS #: 59-0857184

Respondent's License #: State of Florida Professional Engineer #340

DUNS#: 052996360

Fax #: 850-433-6761

Emergency #'s After Hours,
Weekends & Holidays: 850-438-9661

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

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

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

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

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name: **BASKERVILLE-DONOVAN, INC.**

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

Duns Number: #052996360

CAGE Code: 0G0T4

LIST OF REFERENCES

1. Owner's Name and Address: **CITY OF SOPCHOPPY**

105 Municipal Avenue, Sopchoppy, FL 32358

Contract Person: Leonard Tartt Telephone # (850) 962-4611

Email: leonard.tartt@sopchoppy.org

2. Owner's Name and Address: **DESTIN WATER USERS, INC.**

218 Main Street, Destin, FL 32541

Contract Person: Lockwood Wernet Telephone # (850) 837-6146

Email: lwernet@dwuinc.com

3. Owner's Name and Address: **SOUTH WALTON UTILITY CO., INC.**

218 Main Street, Destin, FL 32541

Contract Person: Alicia Keeter, PE Telephone # (850) 837-2988

Email: aak@swuci.org

4. Owner's Name and Address: **SANTA ROSA COUNTY**

6051 Old Bagdad Highway Suite 300 Milton, FL 32583

Contract Person: Michael Schmidt, PE Telephone # (850) 981-7100

Email: michaels@santarosa.fl.gov

5. Owner's Name and Address: **NAVY FEDERAL CREDIT UNION**

3363 West Park Place, Pensacola, FL 32505

Contract Person: Kimberly Aderholdt Telephone # (850) 912-0928

Email: Kimberly_Aderholdt@navyfederal.org

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.

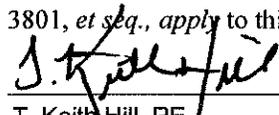
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, 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, **Baskerville-Donovan, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 _____ Signature of Contractor's Authorized Official

T. Keith Hill, PE
Executive VP/COO _____ Name and Title of Contractor's Authorized Official

June 26, 2018 _____ Date

**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 BASKERVILLE-DONOVAN, INC.

2. This sworn statement is submitted by T. Keith Hill, PE

Whose business address is: 449 West Main Street, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is #59-0857184

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

3. My name is T. Keith Hill, PE and my relationship to the entity named above is Executive VP/COO

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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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 bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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.]

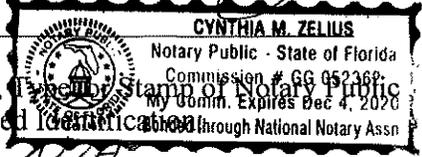
Date: June 25, 2018 Signature: *J. Keith Hill*

STATE OF: Florida

COUNTY OF: Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 25 day of June, in the year 2018.

My commission expires: *Cynthia M. Zellus*
Notary Public



Personally known to me or Produced Identification

Type of ID

EXHIBIT B
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act: (Construction Contracts in excess of \$2,000):** The contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to

this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
15. **Access to Records and Reports:**
Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa

County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

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

18. Termination for Default (Breach or Cause):

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The County will not award contracts based on a time and material basis if the contract contains Federal funding.

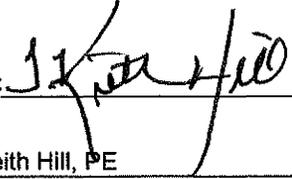
22. Disputes: Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C. §6201)

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE June 25, 2018

SIGNATURE:  _____

COMPANY: **BASKERVILLE-DONOVAN, INC.**

NAME: T. Keith Hill, PE

ADDRESS: 449 West Main Street
Pensacola, FL32502

TITLE: Executive VP/COO

E-MAIL: khill@baskervilledonovan.com

PHONE NO.: 850-438-9661

Standard Contract Clauses

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility

to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

a. All new employees.

i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.