### CONTRACT CONTINUING PROFESSIONAL ENGINEERING SERVICES

This Contract is made and entered into this <u>946</u> day of March 2021, by and between <u>SANTA ROSA COUNTY, FLORIDA</u>, ("COUNTY"), a political subdivision of the State of Florida, located at 6495 Caroline Street, Suite C, Milton, Florida 32570, and <u>BASKERVILLE-DONOVAN, INC.</u>, whose principal place of business is at 449 West Main Street, Pensacola, Florida 32506 (the "Consultant"), whose Federal I.D. number is <u>59-085714</u>, in connection with Santa Rosa County Request for Qualifications No. <u>21-006</u> and the professional services set forth therein.

### WITNESSETH

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Santa Rosa County desires to continue the <u>Professional Engineering</u> <u>Services</u> of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

**NOW, THEREFORE,** in consideration of the mutual promises herein, the County and the Consultant agree as follows:

### ARTICLE ONE CONSULTANT'S RESPONSIBILITY

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in <u>Article Two</u> and Contract Manuel as <u>Exhibit A</u> and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

### Jim Waite, Executive Vice-President

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not

vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

### ARTICLE TWO SERVICES OF CONSULTANT

2.1. As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from other Services of the types listed in the Proposal submitted January 12, 2021, attached as Exhibit B. These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

### ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.
- 3.2. The County's Representative shall:

a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;

b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-ofway, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

### Dan Schebler, County Administrator

### ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall

expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

### ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Exhibit C which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. 5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

### ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

### ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

### ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors,

### FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

### ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

### ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a) Keep and maintain public records required by the County to perform the service.
- b) 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.
- 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d) 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.

### 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 <u>WANDAP@SANTAROSA.FL.GOV</u>.

13.3. The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

### ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached <u>Exhibit D</u>.

### ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3. The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

### ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

### ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Santa Rosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to

the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

### ARTICLE NINETEEN DEBT

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

### ARTICLE TWENTY NONDISCRIMINATION

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Including those set forth in <u>Exhibit D</u> hereto and incorporated herein by reference (TITLE VI).

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. 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.

### ARTICLE TWENTY-ONE ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

### ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

### ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that County shall from time-to-time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed 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 if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

### ARTICLE TWENTY-FOUR MODIFICATIO

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty-Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

### ARTICLE TWENTY-FIVE MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. Consultant acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8. Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

### ARTICLE TWENTY-SIX MINORITY/WOMEN"S BUSINESS ENTERPRISES

26.1. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

### ARTICLE TWENTY-SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1. Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### ARTCLE TWENTY-EIGHT ENVIORNMENTAL AND ENERGY POLICIES

28.1. The Consultant 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].

28.2. Clean Air Act.

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

#### 28.3 Federal Water Pollution Control Act.

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

### ARTICLE TWENTY-NINE FEDERAL SUSPENSION AND DEBARMENT

29.1. This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### ARTICLE THIRTY LOBBYING

30.1. Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall 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 in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

### ARTICLE THIRTY-ONE THIRD PARTY BENEFICIARIES

31.1. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

### ARTICLE THIRTY-TWO CONTRACTING WITH THE ENEMY

32.1. In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United states and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

### ARTICLE THIRTY-THREE SEVERABILITY

33.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

### ARTICLE THIRTY-FOUR REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

34.1. The individual signing this Contract on behalf of <u>Baskerville-Donovan, Inc.</u> represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of <u>Design Services Contracts for Professional Engineering</u> <u>Services</u> obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

### **CONSULTANT: BASKERVILLE-DONOVAN, INC.**

Jim Waite Digitally signed by Jim Waite DN: cn=Jim Waite, o=Baskerville-Donovan, ou, email=Jwaite@baskervilledonovan.com, c=US Date: 2021.03.05 11:58:51 -06'00'

Authorized Representative

Jim Waite

(printed)

### **BOARD OF COUNTY COMMISSIONERS OF** SANTA ROSA COUNTY, FLORIDA

David C. Piech, Chairman

BOCC Approved: \_\_\_\_\_February 4, 2021

(ATTEST)

Donald C. Spencer, Clerk of Court

Approved as to form

# **EXHIBIT** A

# SANTA ROSA COUNTY, FLORIDA



# **RFQ 21-006 Design Services Contracts** for Professional Engineering Services

January 2021

### OWNER: BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY, FLORIDA

SAM PARKER	<b>DISTRICT I</b>
ROBERT A. "BOB" COLE	DISTRICT II
JAMES CALKINS	DISTRICT III
DAVE PIECH	DISTRICT IV
COLTON WRIGHT	DISTRICT V

# **SECTION I.**

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## **MEMORANDUM**

TO:Company AddressedDATE:December 11, 2020

FROM: Santa Rosa County Procurement Office

SUBJECT: RFQ 21-006 Design Services Contract for Professional Engineering Services

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting qualifications from qualified professional engineering firms to provide general engineering for design and/or repair work related to recent disasters. Services will include, but may not be limited to, detailed field reviews; surveying; geotechnical services; engineering repair, design, and permitting; stormwater design and permitting; environmental design and permitting; piers, docks and boat ramps repair and design; development of construction plans; project cost estimates; response document preparation; post construction engineering services and other miscellaneous engineering and planning services.

All proposals shall be considered in accordance with the Florida Competitive Consultant Negotiations Act. (F.S. 287.055) and Office of Management and Budget Uniform Guidance for Federal Awards (2 CFR 200).

All proposals must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida, 32570; and must be received by **10:00 a.m., CST, January 12, 2021**, at which time will be publicly opened. E-mailed response responses will be rejected. Only proposals received by the afore-stated time and date will be considered. All proposals shall be sealed and clearly labeled, "**RFQ 21-006 Design Services Contracts for Professional Engineering Services**". Submittal shall include one (1) original proposal, labeled "ORIGINAL", and six (6) copies labeled "COPY", and one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: <u>https://www.santarosa.fl.gov/391/Procurement-Office</u> "Response Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to 4:30 p.m. on **December 29, 2020**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in responses, to reject any or all responses with or without cause, and to award the response that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa County, Florida.

## **SECTION II.**

# STANDARD INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

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### PRE-QUALIFICATION ACTIVITY

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: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite M Milton Fl. 32570. Email; bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the RFQ & Legal Notice. Any addenda or other modification to the documents will be issued by the County five (5) days prior to the date and time of closing, as written addenda, and will be posted to the Santa Rosa County website at <u>https://www.santarosa.fl.gov</u> keyword; Bid Opportunities.

Such written addenda or modification shall be part of the 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 submittal. No respondent may rely upon any verbal modification or interpretation.

PROPOSED SCHEDULE	December 11, 2020
Deadline for Questions	December 29, 2020 @ 4:30 p.m.
Qualifications Due	January 12, 2021 @ 10:00 a.m.
Qualification Reviews/Evaluation	January 12-27, 2021
Recommendation Due	January 27, 2021 @ 12:00 p.m.
Award by BOCC	February 4, 2021
Notification of Award	February 11, 2021 (TBD)
Award by BOCC	February 4, 2021

### PREPARATION OF RFQ

The respondent shall submit their qualifications in accordance with the public notice. Any response which contains 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 may be rejected.

A response 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.

A response 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.

A response submitted by an individual shall show the respondent's name and official address.

A response submitted by a joint venture shall be executed by each joint venture in the manner indicated on the response form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in response submissions.

The response 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 response shall be shown.

If the respondent is an out-of-state corporation, the response shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the response form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Response shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Responses must include lump sum pricing. Use Response Form provided in this document. All proposed fees and costs must be broken down and disclosed in the response.

#### SUBMITTAL OF RESPONSE

Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement and shall be sealed and clearly labeled with the words "**RFQ 21-006 Design Services Contracts for Professional Engineering Services**", name of respondent/firm and date and time of opening so as to guard against premature opening of any submittal. It is the respondent's responsibility to assure that its submittal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

### INTEGRITY OF RESPONSE DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a submittal. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original documents.

### WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

### **INTERPRETATION**

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Responder, but it shall be the Responder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

### **RESPONSES TO REMAIN SUBJECT TO ACCEPTANCE**

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

### CONDITIONAL & INCOMPLETE RESPONSES

Santa Rosa County specifically reserves the right to reject any conditional response.

### ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

### FAMILIARITY WITH LAWS

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 response throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

### **EXAMINATION OF DOCUMENTS AND SITE**

Before submitting their proposal, the Responder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Responder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

### RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in responses to reject any or all responses with or without cause and accept the response that in its judgment is in the best interest of the County.

### **DISQUALIFICATION OF RESPONDENTS**

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its response:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

### **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or

public work, may not submit responses 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.

### **REVIEW OF PROCUREMENT DOCUMENTS**

Per Florida Statute 119.071 (1) 2, sealed responses, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the responses, proposals, or final replies, whichever is earlier.

### 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 in possession of the respondent upon termination of the contract.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, <u>wandap@santarosa.fl.gov</u>; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

### SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Vendor 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 Vendor, but Vendor 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 Vendor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the County.

### 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 response from the date of the award through three (3) years after the expiration of contract.

### 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.

### 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.

<u>Note</u>: For respondent's convenience, this certification form is enclosed and is made a part of the response package.

### **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 to the Owner any additional information and financial data for this purpose as the County may request.

### CONE OF SILENCE CLAUSE

The Santa Rosa 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 responses, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

<u>Note:</u> For respondent's convenience, this certification form is enclosed and is made a part of the response package.

### EVALUATION OF RESPONSES AND AWARD OF CONTRACT

Santa Rosa County Staff will review all responses and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the contract to the responsive and responsible vendor(s). The County reserves the right to award the contract(s) to the respondent submitting the qualification demonstrating expertise in each discipline requested. s in the best interest of the County with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all responses or to waive any irregularity or technicality in responses received. Santa Rosa County shall be the sole judge of the response and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Responses. The County further

reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responders, the County may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response Form.

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

Santa Rosa County reserves the right to reject any conditional responses and will normally reject those which made it impossible to determine the true amount of the response. Each item must be response separately, and no attempt is to be made to tie any item or items to any other item or items.

#### FORM OF AGREEMENT:

The Contract form shall be provided by the County Attorney. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Legal Office before the successful contractor may proceed with the work.

# SECTION III. SANTA ROSA COUNTY DOCUMENTS AND FORMS

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## **CONE OF SILENCE FORM**

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the responder (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 Procurement 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 responses are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers 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

(Print)

(Company)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

(Signature)

# SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

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

- 1. This sworn statement is submitted with Response, Proposal or Contract for:
- 2. This sworn statement is submitted by,\_\_\_\_\_\_, whose business address is,\_\_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is\_\_\_\_\_\_(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
- 3. My name is \_\_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_\_\_ (title).
- 4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any response or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- 5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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 Paragraph 287.133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly 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 paragraph 287 .133 (1) (e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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, the 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 any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (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 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)

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

Name

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_\_, 20\_\_\_, and is personally known to me, or has provided \_\_\_\_\_\_ as identification.

STATE OF FLORIDA	
COUNTY OF:	

Notary Public

My Commission expires:

# **DEBARMENT FORM**

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name:	Title:
Signature:	
Firm:	
Street Address:	
City:	
State:Zip Code:	
Solicitation Name	# RFQ 21-006

## **REFERENCES FORM**

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME		
PROPOSAL POINT OF CONTACT	PHONE	
EMAIL		

REFERENCE I.	
PROJECT NAME:	
AGENCY:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
CONTACT PERSON:	
TITLE:	
EMAIL:	
TELEPHONE:	
PROJECT COST:	
COMPLETION DATE:	
SCOPE of Project (list tasks, attach samples of de	iverables, outlines or descriptions of items:
(You may attach information to this form)	

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

### **REFERENCE II.**

PROJECT NAME:
AGENCY:
ADDRESS:
CITY, STATE, ZIP CODE:
CONTACT PERSON:
TITLE:
EMAIL:
TELEPHONE:
PROJECT COST:
COMPLETION DATE:
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

### **REFERENCE III.**

PROJECT NAME:
AGENCY:
ADDRESS:
CITY, STATE, ZIP CODE:
CONTACT PERSON:
TITLE:
EMAIL:
IELEPHONE:
PROJECT COST:
COMPLETION DATE:
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

# **CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

Yes:\_\_\_\_\_No: \_\_\_\_\_

Name(s)

Position(s)

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

FIRM NAME:			
BY (PRINTED):			
BY (SIGNATURE):			
TITLE:			
ADDRESS:	State	Zip Code	
PHONE NO:	_		
E-MAIL:			
Date:			







# SANTA ROSA COUNTY, FLORIDA



# **RFQ 20-006 Design Services Contract** for Professional Engineering Services

December 2020

### OWNER: BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY, FLORIDA

SAM PARKER	DISTRICT I
ROBERT A. "BOB" COLE	DISTRICT II
JAMES CALKINS	DISTRICT III
DAVE PIECH	DISTRICT IV
COLTON WRIGHT	DISTRICT V

**REBECCA JONES, P.E., ASSISTANT COUNTY ENGINEER** 

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### Design Services Contract for Professional Engineering Services Minimum Specifications

Santa Rosa County is seeking design services of professional engineering firms in providing general engineering services. The County intends to award design services for continuous contracts to no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the County shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by or within Santa Rosa County, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The RFQ submission is outlined under "Proposal Requirements".

A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another (FS 287.055).

Firms should demonstrate their knowledge of emergency and disaster federal grant programs (FEMA, EWP) and experience with similar projects within their qualifications.

### **Project Scope**

Santa Rosa County has identified six (6), listed below, projects to be developed between the Consultant and Santa Rosa County.

- ADA Kayak Launch at the Navarre Beach Marine Park
- Mayo Park Shoring of Creek Bank & Seawall
- Florida Town Pier, Erosion & Stormwater
- Navarre Park Seawall, Pier, Sidewalk, Walking Bridge & Electrical
- Ashmore / Garden View Drainage Study and Improvements
- Bal-Alex Boat Ramp Erosion, Stormwater, & Boat Ramp

Additional engineering projects will be issued by the County on an as-needed basis, under this design services contract.

### Period of Performance

Firms selected by the Santa Rosa County will provide engineering services to the County on an

as-needed basis, based upon task orders to be issued by the County under the continuing services contracts. The contracts shall be renewed automatically on an annual basis, unless terminated by the County in writing, for a maximum of three (3) years from the date of execution.

### Anticipated Schedule and Deadlines

Proposals will be immediately evaluated and ranked following the proposal due date as outlined in the evaluation criteria and selection process. It is expected that the Board of County Commissioners will approve the highest-ranking firms. The top three (3) firms that are ranked as most qualified should be prepared to provide a scope of work and fee proposal in an expedited manner. The County Administrator, or his designee, will assign the anticipated projects to the selected firms. Upon contract execution and issuance of a Notice to Proceed, the selected firms will be expected to immediately commence design efforts.

### Federal Funding Requirements

The anticipated projects will be submitted for consideration of federal funding programs. As such, the federal requirements for selected engineering firm(s) and all sub-contractor(s) must comply with Code of Federal Regulations (2 CFR Part 200), Appendix II. The selected firm(s) will be required to provide said documentation after the selection process has been completed:

- Certification that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this project by any Federal department or agency.
- Submit a Truth in Negotiation Certification form which will be included as an attachment to the Standard Professional Services Agreement.
- Utilization of Small and Minority Businesses, Women's Business Enterprises and • Labor Surplus Area Firms: The selected engineering firm 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 subcontractor 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.

### **Proposal Requirements**

Qualifications shall be demonstrated in a written proposal and include the following information tabbed as instructed below:

### Tab 1 - Letter of Interest

Respondent shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm contractually. The letter shall include the business address, telephone number, e-mail and the name of the prime consultant that the County can contact for additional information (2-page limit).

### Tab 2 - Company Profile

Respondent shall provide a brief profile of their company, which should include their firm's legal name; history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and firm's field of expertise.

### Tab 3 – Qualifications of Key Personnel

Describe the education, experience and relevant abilities of key personnel and proposed subcontractors who will be responsible for project completion and identify their precise role in accomplishing the work. Awards, certifications and other information demonstrating personal and professional integrity and competence should be included. Include information on current and projected workloads of each key personnel to demonstrate ability to meet time requirements.

### Tab 4 – Approach to Project/Understanding

Demonstrate understanding of proposed project types and the technical approach to be taken in addressing the proposed work. Identify specific issues for this work that are unique or problematic, and what steps should be taken to address these complex issues. The description shall include understanding of design and permitting in Coastal areas; project schedule/work management plan strategy to outlining the service performance time expected for project types. Identify financial issues that may increase costs. Quality Assurance/Quality Control: The qualifying firm shall provide documentation of its quality assurance/control program, which details the system and checks it uses to ensure quality products.

### Tab 5 – Firm Familiarity with federally funded projects and FEMA Requirements

Identify the firm's prior work experience with federal grant programs, particularly those subject to the Office of Management and Budget's Uniform Guidance (2 CFR 200). List each project separately to include jurisdiction name, project name and type, and grant amount. Describe specific areas of expertise and knowledge of the federally funded projects including FEMA and EWP.

### Tab 6 – Similar Project Experience

Identify ten (10) of the firm's prior project experience, within the last five years, specific to surveying; geotechnical services; engineering design, stormwater design, environmental design, piers, docks and boat ramps, development of construction plans; project cost estimates; bid document preparation; post construction engineering services and other miscellaneous engineering and planning services. Please detail dollar value of each related contract and your time schedule for accomplishing the respective phases of basic services. Indicate the individuals on your staff who had responsibility for each project and whether these people are still with your firm.

### Tab 7 – Professional References

Provide a list of references with names, titles, phone numbers and e-mail addresses of persons representing the owner and general contractor for at least five (5) similar projects identified in Tab 6.

### Selection Process and Criteria

Professional services are being procured in accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055) and Office of Management and Budget Uniform Guidance for Federal Awards (2 CFR 200). The selection process will also be in accordance with the most current version of *Santa Rosa County's Procurement and Purchasing Policy Manual*, which is available upon request.

The most highly qualified firm(s) will be selected based on such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; current and projected workloads of the firm; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Other factors that may be considered include a demonstrated knowledge of federal grant programs including familiarity with FEMA's Benefit Cost Analysis technical process as well as prior design experience with Santa Rosa County specific to federally funded projects.

The criteria and weighting that will be used to evaluate and score proposals is outlined on the Evaluation Criteria and Scoring Form, attached as Exhibit B.

Representatives from the County Engineering Department and Procurement Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

### **Evaluation Committee**

- Evaluation Committee may consist of 3 to 5 staff members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- 2. The County Administrator or designee shall determine the Evaluation Committee (s) that will best serve the needs of the County.
- 3. Membership of all Evaluation Committees shall be approved by the County Administrator or designee and shall have a conflict of interest form on file.
- 4. Evaluation of Submittals. Only written responses of statements of qualifications, performance data, and other data received in the procurement office by the publicized submission time/date shall be evaluated.
- 5. The initial ranking of submittals is based upon the points given in the RFQ Respondent Instructions. (Appendix B)
- 6. Shortlisting. The best qualified respondents shall be based upon the Evaluation Committee's ability to differentiate applicable to the scope and nature of the services to be performed as indicated by the ratings. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Administrator, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- 7. Presentations/ Interviews. The Evaluation Committee may choose to conduct formal presentation/interviews with shortlisted firms prior to final ranking.
- 8. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the County Administrator or Board, as appropriate, prior to beginning contract negotiations.

APPENDIX A RFQ EVALUATION CRITERIA SCORING MATRIX

> EMERGENCY SERVCIES CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES		Names	Names of Firms	
Evaluation Factors	Points Available	C WALL	E WEIJ	NA WALL
Understanding of Request and inclusion of all required documentation	20			
Ability to devote the needed time and staff resources to the project based on current workload to commence services and complete services within time parameters	20			
Demonstration of knowledge or unique qualifications for proposed project types for consultant staff to effectively administer the projects (design/permitting).	10			
Firm's designation as certified minority business enterprise, women's business enterprise, or labor surplus firm.	S			
Firms previous experience with design on federally funded projects.	10			
Project personnel's experience in public sector federally funded projects. Provide an example for each design staff member proposed.	10			
Similar project experience and performance in design and permitting with the project types.	10			
Firm's QA/QC procedures (record keeping, QA/QC for design standards, communication to client)	v			
Firm's reputation and competence including technical education, training, timeliness, cost control and quality of work. Provide 3 reference letters regarding 3 different projects for similar public sector projects.	10			
TOTAL POINTS:	100			

DIRECTIONS: Score each firm in each category. In the event of a tie, an alternate evaluator will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tiebreaker.

10 = Missing key elements5 = Missing key elements1 = Missing key elements

15 = Good10 = Good3 = Good

20 = Perfect 10 = Perfect 5 = Perfect

20 Point scale:10 Point scale:5 Point scale:

Point Spread (score can be between ranges below)

Evaluator's Name:

Signature:

Time spent reviewing submittals.

hrs

Date:

### Appendix B

### Santa Rosa County Contractors/Business Insurance Requirements November 2017

The submitter receiving an award will obtain or possess the following insurance coverage's and will provide Certificates of Insurance to the OWNER to verify such coverage.

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Contractor will provide a copy of their Exemption Certificate and Articles of Incorporation if claiming exception to Workers Compensation requirement. The Division of Workers' Compensation offers an online system for applicants to apply for or renew a Certificate of Election to be Exempt from Florida's Workers' Compensation Law, modify an exemption application, or print their certificate. The website is <u>wc exemption@myfloridacfo.com</u>.

Architects and Engineers Professional Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$3,000,000 aggregate.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage.

This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on the commercial general liability policy, including products/completed operations coverage.
- b. Santa Rosa County shall be named as an additional insured on the business auto liability policy.
- c. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
- 3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.
- 4) In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

### APPENDIX C

Title 2 Part 200 Appendix II Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

### 2:1.1.2.2.1.6.51.23.6 : Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for 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 must be 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.

(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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

(H) 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 governmentwide 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.

(I) 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.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

# EXHIBIT B

WETLANDS

# BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927



# **RFQ 21-006**

Design Services Contracts for Professional Engineering Services January 12, 2021

Prepared for: SANTA ROSA COUNTY Procurement Department 6495 Caroline Street, Suite M Milton, Florida 32570

Baskerville-Donovan, Inc. | 449 West Main Street, Pensacola, FL 32502 | baskervilledonovan.com

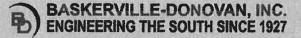
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# Letter of Interest



January 12, 2021

Santa Rosa County Board of County Commissioners Procurement Department 6495 Caroline Street, Suite M Milton, FL 32570

Re: RFQ NO: 21-006 Design Services Contracts for Professional Engineering Services

**Dear Selection Committee Members:** 



Jim Waite Executive VP

Baskerville-Donovan, Inc. (BDI) has worked closely with Santa Rosa County on many successful projects and has formed a close working relationship with both the Santa Rosa County Board of County Commissioners and the County staff. We are excited about the opportunity to assist County staff with the development, design, and construction of the proposed projects.

We have visited all six of the proposed project sites listed in this RFQ and we are confident that we can work closely with your staff to provide cost-effective and technically solid designs. BDI's Team understands that the proposed projects the County has identified for this RFQ are primarily disaster related in nature and will include a drainage study and related improvements. It is anticipated that Santa Rosa will successfully receive agency funding to eliminate the cost burden on our local tax dollars. Our deep involvement in grant-funded projects across the south will allow us to bring that experience to this continuing services contract. The BDI Team also brings decades of experience in Transportation Engineering, Utility Engineering, Structural Engineering, Electrical Engineering, Geotechnical Engineering, Landscape Architecture, Surveying, Environmental and Wetland Sciences, Construction Engineering and Inspection Services, Public Involvement Programs, and Funding.

Under this continuing services RFQ, BDI desires to establish a contract with Santa Rosa County and our team has both the LOCAL professional staff and the capacity to provide elite professional services under this contract. As you are aware, BDI is a multi-discipline engineering, planning, and survey firm that is headquartered in Pensacola, where we have over 93 years of proven experience serving local government clients.

We feel our experience, combined with our strong local presence, makes the BDI Team the right choice for this important contract. In the attached response, we have taken great care to provide you with detailed information regarding both our Team qualifications and experience. We sincerely appreciate this opportunity to submit our qualifications for these design services contracts and we are confident that our Team will provide the highest quality of services available to serve Santa Rosa County. I look forward to your affirmative response and remain available to answer any questions or provide further information at your convenience.

Contact Information Baskerville-Donovan, Inc. 449 West Main Street Pensacola, FL 32502 O: 850-438-9661 M: 850-777-6888 iwaite@baskervilledonovan.com

Respectfully submitted, BASKERVILLE-DONOVAN, INC. **Jim Waite** 

**Executive Vice President** 



### Firm's Designation included in Tab 2

Baskerville-Donovan, Inc. (BDI) is federally recognized as a small business enterprise and makes every effort to utilize available qualified MBE/WBE firms. For this contract, we have included Tierra, Inc, a minority-owned business, and Biome Consulting Group, a local small business.

### Location included in Tab 2

BDI Team members are all LOCAL and all live and work in the Pensacola Metropolitan Statistical Area. This will allow the availability of all team members to respond quickly to respond to meetings and site visits as requested by Santa Rosa County.

### Ability of Professional Personnel and Subconsultants included in Tab 3

The BDI team is comprised of the most highly qualified LOCAL professionals available in the Florida panhandle. All of our team members have participated in projects in or for Santa Rosa County and all team members have the ethics of being honest and having strong moral principles.

### Knowledge and Experience included in Tab 3

The BDI team is comprised of some of the top professionals in the Florida panhandle that have proven experience in all aspects of engineering design that could be required under this continuing services contract. We understand the importance of outside funding and the requirements of those opportunities. As a 93-year-old firm that has a business model built around government customers, we offer Santa Rosa County a highly qualified team of LOCAL professionals with a clear understanding of grant-funded projects and design projects within Santa Rosa County. Our team members are some of the most sought after design engineers available for municipal projects in Northwest Florida. In addition to roadway, utility, stormwater, modeling, permitting, and bid support, our team offers geotechnical, wetlands & environmental specialists, structural, electrical, planning, funding assistance, and drone services.

### Projected Workloads included in Tab 3

Our current labor backlog and planned workload are at a level that allows the availability of all of our team members to quickly respond to any request for services or task orders under the continuing services contract.

### Understanding of Proposed Project Types included in Tab 4

Members of our team have visited the six proposed project sites to get a hands-on understanding of the current conditions as well as the proposed improvements. We believe our team has an excellent understanding of the projects listed in the RFQ. Most of the projects were impacted by recent tropical events and are experiencing loss-of-use due to the impacts.

### • ADA Kayak Launch at the Navarre Beach Marine Park (Mom's Beach)

The boardwalk is in good condition after a summer with tropical events. The kayak launch is no longer intact. The aluminum gangway from the static pier to the floating launch remains. However, the gangway is currently partially covered in barnacles and will need to be cleaned and inspected to determine usability. A new kayak launch system will be required and consideration for open water application should be taken into account.

### • Mayo Park Shoring of creek bank and Seawall

Located on Pond Creek just south of Highway 90, and east of Taco Bell, Mayo Park has access on both the east and west sides of Pond Creek offering visitors the opportunity to enjoy vintage v-roof picnic structures along a mostly clear flowing creek. Pond Creek traverses a large portion of northern Santa Rosa County and is heavily impacted by large rain events. Flowing outside of its banks during the tropical events, Pond Creek has impacted the existing concrete seawall along the west bank of the park. The seawall has collapsed in one area and the bank stabilization has been compromised and erosion has occurred. The east side of Mayo Park shows impacts to some of the existing picnic facilities and heavy erosion on the northern end of the park. Some areas around existing trees show scouring. Monofilament type mesh has been applied in the past to stabilize vegetive growth. It appears public works has stabilized the parking area with a limestone base material. The park was closed for use on the day of our site visit.

### • Floridatown Park Pier, Erosion & Stormwater

Floridatown Park is located at the southern end of Floridatown Road, and practically the northernmost shore of Escambia Bay. The shoreline is a popular location for visitors to watch typical large numbers of seagulls and other shorebirds. The turbulent surf of the tropical events, mostly Hurricane Sally, caused significant damage to the pier structure of the boat ramp. Approximately sixty percent of the decking is missing from the pier and

there appears to be some structural damage to the support members and possibly the pilings. The winds of Hurricane Sally pushed the waters of Escambia Bay to the north causing surge that allowed turbulent surf far beyond the natural shoreline. The turbulent waters caused erosion of the shoreline and hill on the west side of the ramp. The materials that were eroded from the shoreline area were deposited slightly offshore and has an impact on the depth of the launch facility. When entering Floridatown Park via the Edgefield Street entrance, the west side of the park entry shows signs of significant erosion and missing pavement just inside the park grounds. The paved swale that runs east and west along Parkview Street at Edgefield Street is known for holding water.

### Navarre Park Seawall Pier, Sidewalk, Walking Bridge and Electrical

Located south of Highway 98 and adjacent to the west of Navarre Beach Causeway, Navarre Park received significant damage from Hurricane Sally. The pier was heavily impacted and received substantial damage. The existing seawall shows areas that are compromised and the existing walkway along the seawall has several areas that are barricaded off due to the damage of turbulent surf from Hurricane Sally. Phase 1 of the current improvements project is underway and some areas of the park are inaccessible.

### Ashmore/Gardenview Drainage Study

Ashmore subdivision is located on Ashmore Lane just north of the westernmost end of Berryhill Road near the five points area. The subdivision is bordered by Berryhill Road on the south, Chumuckla Highway on the west, and Gardenview Road on the north. Ashmore has 53 homes +/- and the stormwater retention facility is located near the Berryhill/Ashmore entry on the southeast portion of the subdivision. Ditch bottom inlets on both the north and south sides of Ashmore Lane at the pond location are approximately 132 ft. in elevation. Historically, this facility reaches capacity in larger storm events and backs up into Ashmore Lane and in at least one incident, the adjacent home to the east. To the north of Ashmore is Gardenview Road and north of Gardenview Road is Rolling Acres Road. Both roadways are rural design and lower density housing. Rolling Acres has more defined roadside swales than Gardenview. Rolling Acres is approximately .9 miles in length and has an elevation of approximately 165ft on the east at the intersection of Greenfield Street and an elevation of approximately 155ft on the east at the intersection with Greenfield Street and drops to an elevation of approximately 142ft on the west end at the intersection with Chumuckla Highway. Elevations at the sports complex to the north and all of the surrounding area are in the 165 ft. range.

### Bal-Alex Boat Ramp

Bal-Alex Park is located on East Bay near the intersection of Sandy Bluff Drive and Elliott Drive just east of the Red Fish Point area of Gulf Breeze. The ramp offers access to East Bay via Gulf Breeze. The ramp area has very limited parking due to the size of the facility and is primarily limited to local boaters. Hurricane Sally impacted the seawall along East Bay as well as the ramp itself. The pier is in good condition and the cap of the seawall appears to have been recently replaced. There was erosion along the backside of the seawall that needs grading and the boat ramp structure appears to require demolition and replacement.

### Knowledge and Experience with Federally Funded Projects included in Tab 5

With a 93 year history on the Gulf Coast, we have successfully completed a variety of federally funded projects throughout Florida and Alabama including Federal Emergency Management Agency (FEMA) funded projects. Not only did we complete the FEMA funded relocation of the ECUA Main Street Waste Water Treatment Plant, we played a significant role in securing the \$151 million in FEMA funds for the project. We have played a major role in disaster recovery projects throughout the Gulf Coast including debris removal monitoring contracts for FEMA funded projects in Florida, Alabama, Mississippi, and Texas. **Our team has extensive experience with PW's and the development of Benefit-Cost Analysis using the FEMA V6.0.0 B-C Calculator.** We are currently under contract for FEMA projects in the City of Mexico Beach, City of Pensacola, City of Callaway, and Santa Rosa Island Authority. In addition, we have recently completed projects funded by Emergency Watershed Protection, and Hazard Mitigation Grant Program.

### Similar Project Experience and Performance included in Tab 6

We have included an abbreviated list (10) of similar projects anticipated under this continuing service contract. Also, the following chart is an example of a few of the hundreds of similar projects our team has completed for customers in recent years.

# Project Experience with Similar Work

	PROJECT RELEVANCE				
	Drainage/ Study/ Master Plan	Fema/ HMGP	Marine Facility	Other Federal Grants	ADA
City of Springfield Robindale Subdivision HMGP Drainage and Sidewalks Improvements	x	x			x
Escambia County Jacks Branch Basin Study	x				
SRIA Little Sabine Bay Stormwater System	x				
City of Niceville Stormwater Facilities Plan Update	X	х			
Escambia County Bayou Grande Basin Study	x				
Santa Rosa County Maranatha/Chipper Lane HMGP Drainage Project	x	x			
Santa Rosa County Settlers Colony HMGP Drainage Project	x	X			
Santa Rosa County Greenbriar HMGP Drainage Project	x	x			
Port of Panama City Stormwater Master Plan	x				
Leon County Miccosukee Road & Greenway Drainage Study	x				
Santa Rosa County Holly by the Sea Drainage Study	x				
City of Pensacola FEMA Assessment		x	x		
City of Destin FEMA Damage Assessment		x	X		
City of Pensacola 9th Avenue Sidewalks Project				x	х
City of Destin Sidewalk ADA Compliance Study					Х
Escambia County South Old Corry Field Road Bridge/ Sidewalk Replacement Project		x	x		X
City of Milton Canal Street Roadway Improvement				x	Х
Escambia County RESTORE Funded Universal Access Study and Design				x	Х
City of Milton Gill Bass Park CDBG Project	X			x	х
City of Milton Oak Street Streetscape CDBG					
City of Mexico Beach FEMA Pier Replacement		x	x		
City of Gulf Breeze CDBG Roadway Resurfacing & Septic Tank Abatement				x	
City of Sopchoppy Sewer Collection and Transmission System				x	
Maritime Park Breakwater Project			x		х
City of Milton Waterfront Redevelopment CDBG			x		Х

### Prior Awarded County Work included in Tab 7

One of the key business indicators in judging the quality of services provided is if the customer is willing to hire you again and we are extremely honored that we have continued a long running relationship with Santa Rosa County. The BDI Team is very proud of our rich history providing professional design services to Santa Rosa County and other government clients across the Florida panhandle. We believe it speaks very highly of the quality of services we have provided and the quality of the relationships we have with our clients.

### Additional Services to Santa Rosa County

In addition to the highly qualified team of professionals available to complete the proposed projects listed in the RFQ, **The BDI Team** brings a wealth of knowledge and experience in areas we believe are directly related to the types of projects that can be anticipated under this continuing services contract.

Local in-house professional services, structural, electrical, funding assistance, public involvement, and UAV drone applications have proven to be of great assistance for local government and federal customers throughout our service area.

There are a limited number of **local in-house structural and electrical engineers** in the Panhandle that are available for services under a continuing services contract and **The BDI Team** features some of the best in the business. The extensive experience on a very diverse line of projects brings extreme value and allows the County to access these specialty consultants at a moment's notice.

**BDI** has a long history of **funding assistance** with our customer base throughout Florida. We understand the challenges local municipalities face with limited funding and a growing infrastructure need. We produce all the required documentation necessary to position our clients to receive external funding and obtain the proper authorization from State and Federal agencies. Throughout the project, BDI coordinates closely with the client and agency representatives and prepares the necessary documentation to position them to meet the funding agency management and reporting requirements. We remain up to date and current with all existing and developing funding assistance programs. **Leading our team on funding is former state legislator Dave Murzin.** Dave remains closely involved with the state legislature and is located in Tallahassee four days a week during the legislative session to provide real-time communications on requests and opportunities for our local government customers.

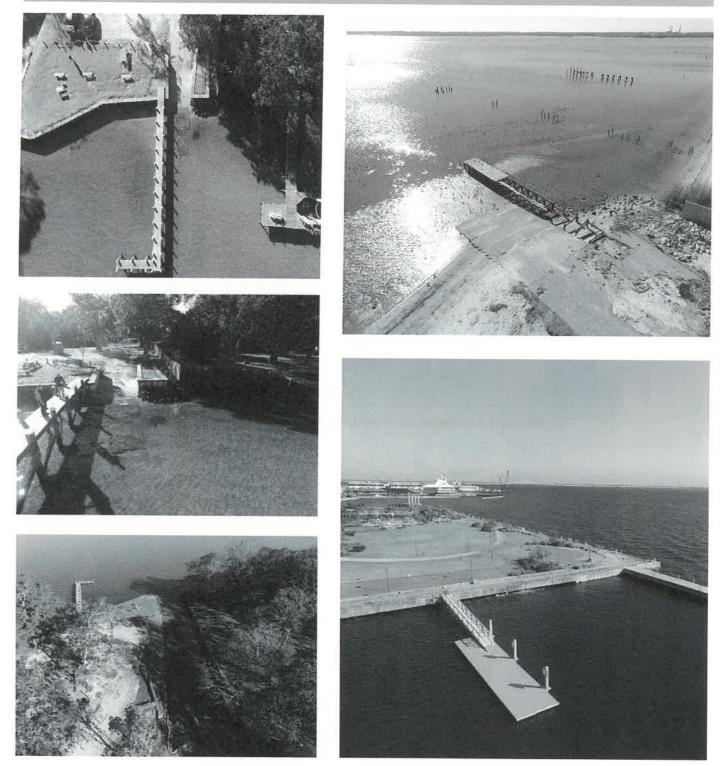
When it comes to public information, **BDI** is the best in the state. Our team understands the value and importance of supporting our public sector colleagues through high-quality public information sessions, mailings, high-end graphics, website development, etc. Because approximately 80% of our firm's 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 Santa Rosa County professional staff in providing cutting-edge graphic and presentation materials for the Public Information Meetings. The graphic 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. We can develop and distribute doorknob brochures, coordinate with the homeowner association leaders, and hold meetings in almost any neighborhood venue. 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 continuing services contacts is a real plus for Santa Rosa County engineering staff. From a quick look at a proposed project site to a pre versus postcondition 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.



In addition to our team of highly qualified local in-house professionals, the BDI Team features the services of five local subconsultants that we have long working relationships with. Local geotechnical engineering firms Tierra, Inc., and Larry M. Jacobs & Associates, Structural firm Joe DeReuil Associates, Electrical firm Ruby Engineering, Inc., and the local environmental sciences firm of Biome Consulting Group.



Evaluation Factors	Provided on Page
BDI's ability to devote the needed time and staff resources to the project based on current workload to commence services and complete services within time parameters	24, 41
BDI's demonstration of knowledge or unique qualifications for proposed project types for consultant staff to effectively administer the projects (design/permitting).	45-52; 63-72
BDI's designation as certified minority business enterprise, women's business enterprise, or labor surplus firm.	19, 23
BDI's previous experience with design on federally funded projects.	57-59
BDI's project personnel's experience in public sector federally funded projects. Provide an example for each design staff member proposed.	26-39
BDI's similar project experience and performance in design and permitting with the project types.	63-72
BDI's QA/QC procedures (record keeping, QA/QC for design standards, communication to client)	53
BDI's reputation and competence including technical education, training, timeliness,cost control and quality of work. Provide 3 reference letters regarding 3 different projects for similar public sector projects	75-77; 89, 90

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# **Company Profile**

### BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927

Baskerville-Donovan, Inc. (BDI) is a registered Florida Corporation #59-0857184 and was founded in the late 1920's by Russell G. Patterson and incorporated as Russell G. Patterson & Associates, Inc. in 1958. In 1972, the name was changed to Baskerville-Donovan Engineers, Inc. In 1990, "Engineers" was deleted from the name to emphasize the multi-disciplinary nature of the Company. BDI has four (4) offices located in Florida and southern Alabama, with their headquarters in Pensacola. Our offices are each fully staffed and equipped with the latest technology, software and engineering production systems. BDI specializes in local government consulting with almost 80% of our clients being local city and county governments. BDI has been in business for 93 years.

Our Corporate office is located at 449 West Main Street, Pensacola, Florida, 32502. All of our Team Members and all of our Subconsultants are located within the Pensacola Metropolitan Statistical Area.

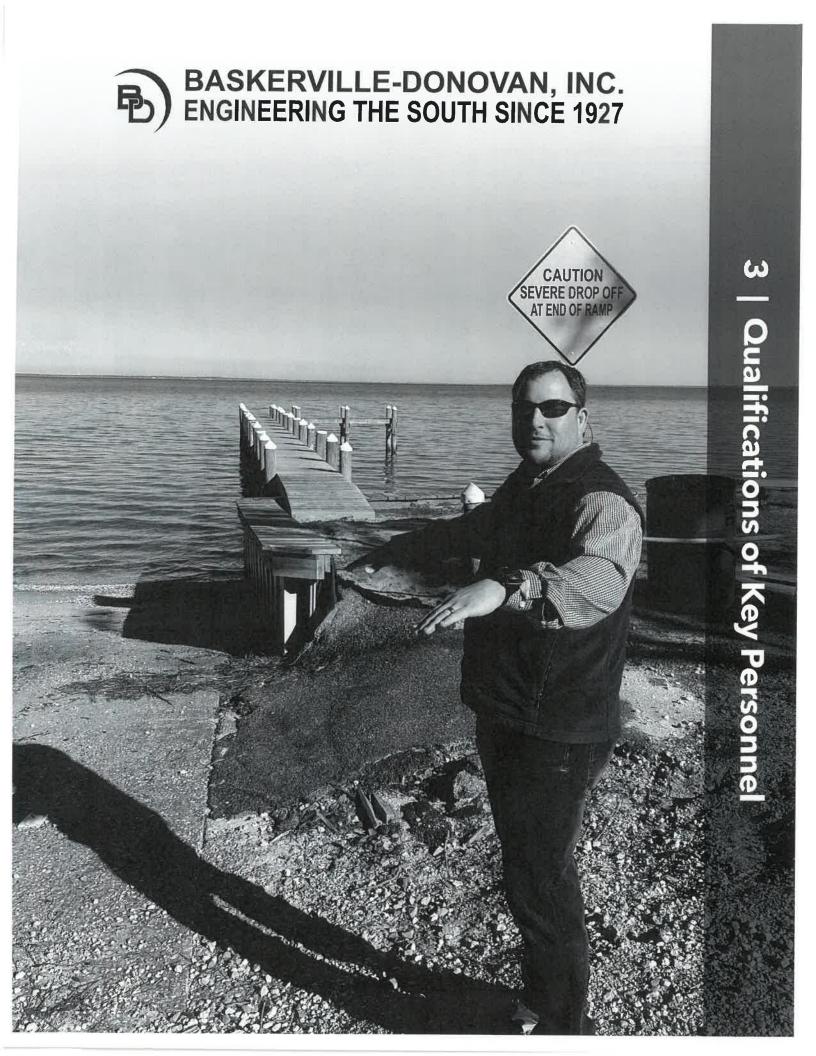
Baskerville-Donovan is a federally recognized small business enterprise (SBE), multi-disciplinary professional services company, providing consulting services in the areas of civil engineering, surveying and planning. For this solicitation, we have included Subconsultants that are made up of two local Small Businesses, Woman-owned Business, a Veteran-owned Business, and a Minority-owned Business.

PROFESSIONAL BUSINESS LICENSES				
FL Professional Engineer	#340			
FL Surveyor and Mapper	#LB340			
FL Landscape Architect	#LCC000126			
FL Corporate Charter	#214937			

TOTAL NUMBER OF IN-HOU PENSACOLA PERSONNE INCLUDING PERSONNEL BY DIS	L
Civil Engineers	19
Electrical Engineers	1
Professional Land Surveyors	4
Landscape Architect	1
CADD Technicians	5
Inspectors (excluding CElengineers)	1

<image>





## **Key Personnel**

### BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927

Baskerville-Donovan's quality of professional engineering services is entirely dependent on the experience, dedication, and credentials of the technical professionals involved in the production of project deliverables. For this Request for Qualifications, BDI has selected a Team of some of the best local engineers available. These selected professionals will be responsible for the daily production of engineering products and services and are available on relatively short notice for the projects included in this contract.

### **Subconsultants**

**Tierra, Inc.** is a full-service **Minority-owned** consulting geotechnical, environmental, and construction materials testing engineering firm. Tierra was established in 1992 as a geotechnical and materials engineering firm with the intent of building upon the many years of combined experience of our founding principles. Our organization is committed to providing quality, responsive service establishing a reputation for sound approaches and professional competence in a wide range of technically demanding areas. The Tierra team provides a complete range of geotechnical engineering services with experienced staff using current computer analysis techniques and traditional methods. These services include planning, field and laboratory investigations, design specifications and recommendations, and quality control instrumentation and performance studies.

Larry M. Jacobs & Associates, Inc. (LMJ) is a local Veteran-owned, Small Business that provides professional geotechnical engineering, drilling, and testing services. Their mission has always been to provide unbeatable services, the highest quality results, and to save our clients' money using rock-solid, innovative engineering. LMJ is a locally established firm that has been in operation longer than any other geotechnical/testing firm in the area. Their company is founded on the experience, knowledge, and strengths of each employee, and is dedicated to responding to the needs of our clients with 40 years of service and over 6,500 successfully completed projects. LMJ's in-house drilling department is the most experienced and equipped in the area and offers our clients a competitive advantage by being able to expedite project schedules and provide a single-source for completing project tasks more cost-effectively.

Joe DeReuil & Associates, LLC has been involved in or responsible for the structural design and contract document production of structures totaling over 21 million square feet. Design and construction administration experience covers a wide variety of major building types including; educational facilities, multi-story office buildings, condominiums, multi-story parking garages, stadiums, municipal police & fire stations, hospitals, hotels, long-span aircraft hangars and heavy industrial facilities. We can provide full structural building and component designs for any type of construction material. Joe has been involved with numerous successful design/build projects.

**Ruby Engineering, Inc.** is a local **Woman-owned, Small Business** entity that provides electrical engineering to clients throughout Florida and Alabama. The firm was established in 2016 as a Florida corporation. Their professional staff has specific knowledge of electrical design services for local government, utility providers, and military projects.

**Biome Consulting Group, LLC** is a local **Small Business** entity that has expert experience in a wide variety of applied ecological and environmental regulatory-compliance related consulting services. The principals and professional staff have specific knowledge and experience in the conduct of:

- Non-native invasive species identification, mapping and control
- Wetland delineation, permitting, and mitigation including Mitigation Banking
- Wetland functional assessment methodology (UMAM, WRAP, Modified Charleston)
- Threatened & endangered species identification, permitting, and relocation
- Environmental assessment (NEPA and foreign governments)

### Santa Rosa County Project Team



Jeff Huggins, PE Project Manager 12 Yrs. Experience 40% Available



Jim Waite Principal-In-Charge 38 Yrs. Experience 30% Available



Fred Donovan, Jr., PE QA/QC Officer 26 Yrs. Experience 30% Available



Ryan Weed, PE Sr. Civil Engineer 16 Yrs. Experience 30% Available



James Tatone, PE Electrical Engineer (Ruby Engineering, Inc.) 35 Yrs. Experience 30% Available



Michael Langston, PE Sr. Civil Engineer 31 Yrs. Experience 35% Available



Dillon Draughn, El Engineering Intern 1 Yr. Experience 30% Available



Glen Miley, MS, PWS Environmental Specialist (Biome Consulting Grou) 27 Yrs. Experience 30% Available



Jason Frick, PE Civil Engineer 6.5 Yrs. Experience 30% Available



R. Scott Mills, PSM, PLS Survey Manager 45 Yrs. Experience 30% Available



Mitchell Smith, PE Geotechnical Engineer (Tierra, Inc.)

34 Yrs. Experience 30% Available



Hilary Bauer, PE Civil Engineer 6 Yrs. Experience 30% Available

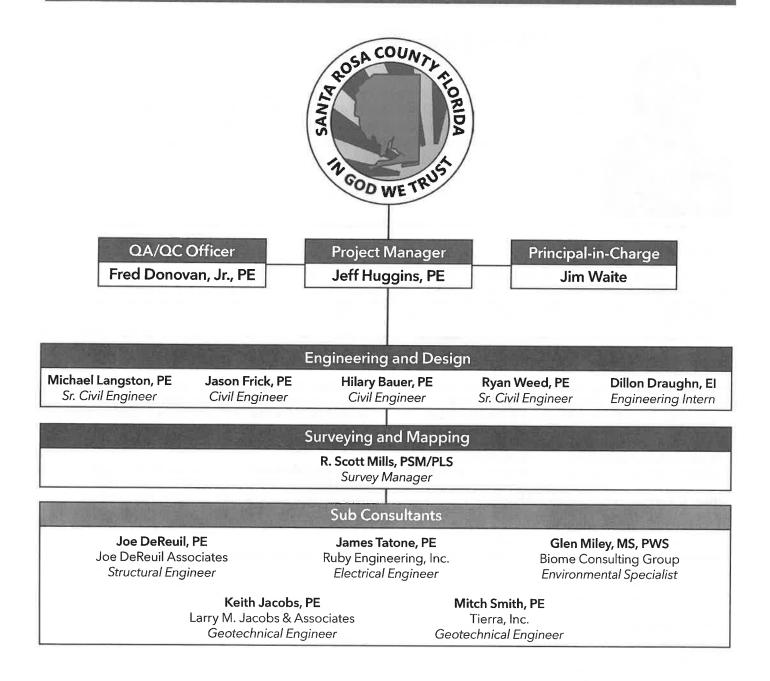


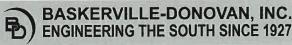
Joe DeReuil, PE Structural Engineer 39 Yrs. Experience 30% Available



Keith Jacobs, PE Geotechnical Engineer (LMJ.) 20 Yrs. Experience 30% Available

## **Organizational Chart**







# W. Jeff Huggins, PE

Civil Engineer

 Education: Bachelors of Science in Civil Engineering, University of South Alabama
 Registrations: Professional Engineer: FL #80324; NCAT Roadway Tech Level 1, NCAT Radiation Safety Certification; U.D. DOT & FHWA Certificate for the Design and Operation of Work Zone Traffic Control; Maintenance of Traffic Advanced Level Training Course
 Affiliations: Florida Engineering Society
 Years with BDI: 11 Years with other firms: 1

## Introduction

Mr. Huggins' project engineering experience includes permitting, construction inspection, drainage analysis, transportation design, drainage design and traffic control planning. He has provided 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

Holley by The Sea Drainage Project - Santa Rosa County, FL: Civil Engineer for project that provided professional engineering services for the Holley By Tdhe Sea Basin Study, which included 8,580 acres of slightly sloped land with poor surface drainage features. The scope of this project was twofold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles.

Settlers Colony Expansion Drainage HMGP Project - Gulf Breeze, FL: Civil Engineer for HMGP approved Settlers Colony Drainage Improvements project. 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 includes new storm sewer systems to be located within 12 streets in an existing subdivision.

Jack's Branch Drainage Basin Study – Escambia County, FL: Civil Engineer for a master drainage study of a 15,000 acre basin consisting of 3,300 parcels. The project involved a complete inspection, inventory and mapping of the Jack's Branch drainage system located in the central portion of Escambia County. Extensive data including soils, existing and future land uses, zoning, parcels, irrigation practices, climate data, topographic maps, flood and tidal information, development and construction plans were collected from various sources to support the GIS database development. **Coral Creek Drainage** - *Escambia County, FL:* Civil Engineer support for this project that included evaluation of existing stormwater systems for the Coral Creek Subdivision in western Escambia County, FL that had demonstrated inefficiencies in treatment and flood control.

**Community Maritime Park** – *Pensacola, FL:* Civil Engineer for the 52-acre waterfront site/civil stormwater project. Responsibilities included the drainage analysis, drainage design, pond size analysis, and pipe sizing. Duties also included stormwater, wetland, and utility permitting.

**Bob Sikes Fishing Pier, Parking and Trail Restoration –** *Pensacola Beach, FL*: Civil Engineer for Bob Sikes Fishing Pier, parking lot, and trail restoration project. The design consists of site lighting, pier and guardrail modifications, handicap accessibility additions, information signage, signage at the pier entrance, and landscaping improvements to the adjacent parking area.



## Jim Waite

Principal-In-Charge

Education:	BS, Business Administration, University of South Alabama
Affiliations:	Chairman of FloridaWest Economic Development Alliance; Past President
	Pace Area Chamber of Commerce; Society of American Military Engineers,
	Society of Markerters of Professional Services

Affiliations: Flo Years with BDI: 15

Florida Engineering Society DI: 15 Years with other firms: 23

## Introduction

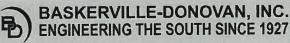
Jimmy Waite has over 30 years of public and private project development experience. He serves as Vice President for Program Development & Marketing for Baskerville-Donovan, Inc. His responsibilities include company-wide project planning, public administration, funding acquisition, and comprehensive program development for public and private clients. He utilizes his strong resource development and strategic planning skills to get out in front of opportunities. During his time at BDI, Jim has been project director on numerous municipal projects, coordinating teams to provide oversight and development of municipal services includes stormwater, water, wastewater, natural gas, transportation, parks and recreation, funding, emergency response and disaster services and numerous municipal coastal projects. His extensive experience has provide effective coordination between engineering design teams and client.

## Experience

Holley by the Sea Drainage Project - Santa Rosa County, FL: Principal-In-Charge for project that provided professional engineering services for the Holley by the Sea Basin Study, which included 8,580 acres of slightly sloped land with poor surface drainage features. The scope of this project was twofold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles.

**Settlers Colony Expansion Drainage HMGP Project** – *Gulf Breeze, FL*: Principal-In-Charge for HMGP approved Settlers Colony Drainage Improvements project. 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 includes new storm sewer systems to be located within 12 streets in an existing subdivision. Jack's Branch Drainage Basin Study – Escambia County, FL: Principal-In-Charge for a master drainage study of a 15,000 acre basin consisting of 3,300 parcels. The project involved a complete inspection, inventory and mapping of the Jack's Branch drainage system located in the central portion of Escambia County. Extensive data including soils, existing and future land uses, zoning, parcels, irrigation practices, climate data, topographic maps, flood and tidal information, development and construction plans were collected from various sources to support the GIS database development.

**Coral Creek Drainage -** *Escambia County, FL*: Principal-In-Charge for project included evaluation of existing stormwater systems for the Coral Creek Subdivision in western Escambia County, FL that had demonstrated inefficiencies in treatment and flood control. Existing treatment systems were optimized to provide treatment as required by the Florida Department of Environmental Protection and maximizes flood control. Provided civil engineering support.





## Fred C. Donovan, Jr., PE QA/QC Officer

Education:BS, Civil Engineering, Georgia Institute of TechnologyRegistrations:Professional Engineer FL #66268, AL #24433, GA #PE028491, MS #15522Affiliations:American Society of Civil Engineers, Florida Chamber Board of DirectorsYears with BDI:24Years with other firms: 2

## Introduction

Mr. Donovan has gathered a variety of project experience as a practicing civil engineer. His site/civil experience includes design for stormwater systems, construction administration, site design for site grading and drainage, water distribution systems, sanitary sewer collection systems, and roadway design. Mr. Donovan brings a wide variety of project, management and industry experience to Baskerville-Donovan's Corporate Operations. Over the past decade, Mr. Donovan has been involved in a variety of municipal, county and federal programs as a designer and project manager. In prior years, Mr. Donovan has been the program manager for BDI's federal workload, including prime consulting services in support of the U.S. Army Corps of Engineers' counter-narcotics construction program in Latin America. Mr. Donovan has participated in program development for a number of federal clients, including USAID and the Millennium Challenge Corporation. Mr. Donovan is involved with a number of local government clients and assists in facilitating funding efforts.

## Experience

Holley by the Sea Drainage Project - Santa Rosa County, FL: QA/QC Officer for project that provided professional engineering services for the Holley by the Sea Basin Study, which included 8,580 acres of slightly sloped land with poor surface drainage features. The scope of this project was twofold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles. Settlers Colony Expansion Drainage HMGP Project - Gulf Breeze, FL: QA/QC Officer for HMGP approved Settlers Colony Drainage Improvements project. The proposed drainage improvements, as well as the original system (currently under construction), discharge into manmade canals that have direct hydraulic connections to the Santa Rosa Sound. The project includes new storm sewer systems to be located within 12 streets in an existing subdivision.

Jack's Branch Drainage Basin Study - Escambia County, FL: QA/ QC Officer for a master drainage study of a 15,000 acre basin consisting of 3,300 parcels. The project involved a complete inspection, inventory and mapping of the Jack's Branch drainage system located in the central portion of Escambia County. Extensive data including soils, existing and future land uses, zoning, parcels, irrigation practices, climate data, topographic maps, flood and tidal information, development and construction plans were collected from various sources to support the GIS database development. **Coral Creek Drainage** - *Escambia County, FL*: QA/QC Officer for project included evaluation of existing stormwater systems for the Coral Creek Subdivision in western Escambia County, FL that had demonstrated inefficiencies in treatment and flood control. Existing treatment systems were optimized to provide treatment as required by the Florida Department of Environmental Protection and maximizes flood control. Provided civil engineering support.

**Community Maritime Park -** *Pensacola, FL*: QA/QC Officer for the 52-acre waterfront site/civil stormwater project. Responsibilities included the drainage analysis, drainage design, pond size analysis, and pipe sizing. Duties also included stormwater, wetland, and utility permitting.



# Michael Langston, PE

Sr. Civil Engineer

Education:	BCE, Civil Engineering, Georgia Institute of Technology			
Registration:	Professional Engineer: FL #49463, AL: #30667			
Affiliations:	FL Engineering Society; National Society of Professional Engineer			
	Qualified Stormwater Management Inspector			
Years with BDI:	25 Years with other firms: 6			

## 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. He has also been involved in infrastructure planning for public entities and design of roadways, and stormwater management systems.

## Experience

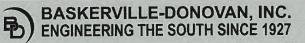
**Green Briar Drainage Project** - *Santa Rosa County, FL:* Project Manager for the HMGP improvement of existing conditions along key elements of the drainage system. It provided an extra outfall at Duke Drive into the Polynesian Isles canal system in order to relieve pressure on the system. The drainage solution minimized flooding and multiple rainfall events were utilized in order to properly size pipes and structures.

Holley by the Sea Drainage Project - Santa Rosa County, FL: Project Manager for project that provided professional engineering services for the Holley by the Sea Basin Study, which included 8,580 acres of slightly sloped land with poor surface drainage features. The scope of this project was twofold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles.

Jack's Branch Drainage Study - Escambia County, FL: Project Manager for a master drainage study of a 15,000 acre basin consisting of 3,300 parcels. The project involved a complete inspection, inventory and mapping of the Jack's Branch drainage system located in the central portion of Escambia County. Extensive data including soils, existing and future land uses, zoning, parcels, irrigation practices, and climate data, topographic maps, flood and tidal information, development and construction plans were collected from various sources to support the GIS database development. **Pensacola Beach Access Road** – *Pensacola Beach, FL*: Project Manager for North to South Beach Access Road from Quiet Water Beach to Bob Sikes Fishing Pier. Project Included roadway design, utility coordination and relocation, stormwater design, pedestrian and bicycle facilities, and the northern gateway crosswalk that included solar powered RFB's and embedded lighting in the crosswalk.

**Bob Sikes Fishing Pier, Parking and Trail Restoration** – *Pensacola Beach, FL:* Civil Engineer for Bob Sikes Fishing Pier, parking lot, and trail restoration project. The design consists of site lighting, pier and guardrail modifications, handicap accessibility additions, information signage, signage at the pier entrance, and landscaping improvements to the adjacent parking area.

**Pensacola Beach Dune Walkovers -** *Pensacola Beach, FL:* Project Manager for project that included elevated walkovers, where necessary, to provide a minimum of three feet clearance between the crest of existing dune and the top of the deck surface. The design is ADA compliant and terminated at the south dune line with a ramp and/or steps parallel to the dune line for access to the beach.





# Jason J. Frick, PE

Civil Engineer

Education:BS, Civil Engineering, University of South AlabamaRegistration:Professional Engineer: FL #86469Affiliations:American Society of Civil Engineers, Florida Chamber Board of DirectorsYears with BDI:6.5Years with other firms: 0

## 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 the U.S. and Latin America design work for the United States Corps of Engineers. Mr. Frick has a broad range of experience including proficiency with Microsoft Office, Micro Station, AutoCAD Civil 3D, and Geo Structural Analysis software applications.

## Experience

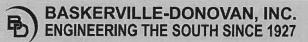
Holley by the Sea Drainage Project - Santa Rosa County, FL: Civil Engineer for project that provided professional engineering services for the Holley by the Sea Basin Study, which included 8,580 acres of slightly sloped land with poor surface drainage features. The scope of this project was twofold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles.

**Settlers Colony Expansion Drainage HMGP Project** - *Gulf Breeze, FL*: Civil Engineer for HMGP approved Settlers Colony Drainage Improvements project. 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 includes new storm sewer systems to be located 12 streets in an existing subdivision.

**Gilmore Drive Drainage Improvements** - *Gulf Breeze, FL*: Civil Engineer for the design and improvements of Gilmore Drive Drainage. The design documents included construction plans and permits for installing a gravity collection and conveyance system necessary to convey a 100-year storm event from the lowest area of the stormwater basin to a positive outfall into Santa Rosa Sound. **Camden Drive Drainage Project -** *Navarre, FL:* Civil Engineer for the design and improvements of Gilmore Drive Drainage. The design documents included construction plans and permits for installing a gravity collection and conveyance system necessary to convey a 100-year storm event from the lowest area of the stormwater basin to a positive outfall into Santa Rosa Sound.

**Ridgetop Drive Drainage Improvements -** *Mobile, AL:* Civil Engineer who assisted with design and calculations. Project Tasks included 90% and 100% submittals to include drainage design, tabulations of quantities, erosion control, traffic control, permits, and a public involvement meeting for the proposed grading, drainage, base, and paving. Met ADA compliance requirements.

**Pensacola Beach Dune Walkovers -** *Pensacola Beach, FL:* Civil Engineer for project that included elevated walkovers, where necessary, to provide a minimum of three feet clearance between the crest of existing dune and the top of the deck surface. The design is ADA compliant and terminated at the south dune line with a ramp and/or steps parallel to the dune line for access to the beach.





# Hilary Bauer, PE

Civil Engineer

Education:BS, Civil Engineering, University of South AlabamaRegistration:Professional Engineer FL #88613Years with BDI:6Years with other firms: 0

### Introduction

Ms. Bauer has served as a Civil Engineer with BDI since 2015. Her development as a civil engineer has involved assisting in planning, permitting, design of roadways, surveying, environmental assessments, and commercial development projects for various local municipalities and private entities. Project responsibilities include facilities planning and preparation of engineering reports, wastewater, stormwater, and potable water system permitting, design, calculations, and construction administration/inspection. Ms. Bauer's broad range of experience includes proficiency with Haestad design software such as StormCAD, PondPack and CulvertMaster, as well as ICPR 4. She also has experience in AutoCAD for both drafting and GIS, as well as ArcGIS and Mr.SID for GIS analysis and processing.

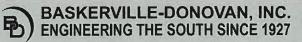
### Experience

Holley by the Sea Drainage Project - Santa Rosa County, FL: Civil Engineer for project that provided professional engineering services for the Holley by the Sea Basin Study, which included 8,580 acres of slightly sloped land with poor surface drainage features. The scope of this project was twofold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles.

**Settlers Colony Expansion Drainage HMGP Project -** *Gulf Breeze, FL:* Civil Engineer for HMGP approved Settlers Colony Drainage Improvements project. 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 includes new storm sewer systems to be located within 12 streets in an existing subdivision.

**South Old Corry Field Roadway and Stormwater** - *Escambia County, FL:* Engineer Intern for this project for Escambia County to prepare construction documents for the repair of South Old Corry Field Road at its crossing with Jones Creek. It was determined that the existing box culverts would need to be replaced and a precast bridge system will be constructed along with road and drainage repairs necessary. **Maranatha Way/Chipper Lane Drainage HMGP** - *Pace, FL:* Civil Engineer Intern who assisted with drainage analysis and design for this HMGP funded project. The topographic data was compiled for evaluation of existing drainage conveyance systems, followed by a geotechnical investigation to establish the seasonal water table, soil permeability, and characteristics. Pensacola Beach Dune Walkovers - Pensacola Beach, FL: Civil Engineer for project that included elevated walkovers, where necessary, to provide a minimum of three feet clearance between the crest of existing dune and the top of the deck surface. The design is ADA compliant and terminated at the south dune line with a ramp and/or steps parallel to the dune line for access to the beach.

**Pensacola Beach Crosswalks -** *Pensacola Beach, FL:* The project included the evaluation and upgrade of 4 existing crosswalks on Via De Luna Drive in the core area of Pensacola Beach. The upgrade included ADA compliant crosswalks with enhanced design features to promote safety, pedestrian awareness, and visibility, while establishing an attractive theme for residents and guest. In addition, the newly constructed crosswalk south of the toll plaza was evaluated for ADA compliance.





# Ryan L. Weed, PE

Sr. Civil Engineer

Education:BS, Civil Engineering, University of South AlabamaRegistration:Professional Engineer: FL #65470Affiliations:American Society of Civil Engineers, Florida Chamber Board of DirectorsYears with BDI:16Years with other firms: 0

## Introduction

Ryan Weed specializes in civil engineering for Baskerville-Donovan's Pensacola, Florida office and has also worked in the Mobile, Alabama office. He has worked on projects both in the U.S. and South America for clients from private entities to cities, counties, states, and the U.S. military. As a project engineer Ryan has worked on projects involving permitting, drainage analysis, drainage design, land development design, transportation design, airfield design, and construction inspection.

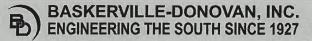
## Experience

**Greenbriar Drainage Improvements -** *Santa Rosa County, Florida:* Civil engineering support for the improvement of existing conditions along key elements of the drainage system. It provided an extra outfall at Duke Drive into the Polynesian Isles canal system in order to relieve pressure on the system. The drainage solution minimized flooding and multiple rainfall events were utilized in order to properly size pipes and structures. A proprietary stormwater treatment facility will be added to the outfall at Duke Drive to treat stormwater which is currently diverted from the existing treatment system.

**Coral Creek Drainage** - *Escambia County, Florida:* Civil engineer for the project that included evaluation of existing stormwater systems for the Coral Creek Subdivision in western Escambia County (Florida) that had demonstrated inefficiencies in treatment and flood control. Existing treatment systems were optimized to provide treatment as required by FDEP and maximizes flood control. Provided civil engineering support.

Jack's Branch Drainage Basin Study - Escambia County, Florida: Provided civil engineering support of a master drainage study for a 15,000 acre basin consisting of 3,300 parcels. It involves survey of drainage problems, inventory of original drainage facilities, establishing sub-basins, stormwater modeling and recommendations for drainage improvements with consideration for future development. GPS was used to acquire field data concurrent with ArcView GIS mapping. Holley by the Sea Drainage Project - Santa Rosa County, Florida: Civil engineering support team member for The Holley by the Sea project is located in the Navarre area of the unincorporated area of Santa Rosa County. The area includes 13.4 square miles (8,580 acres) of slightly sloped land with poor surface drainage features. The area for study and improvement includes several subdivisions with Holley by the Sea being by far the largest with approximately 5000 single family lots. The scope of this project is two-fold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles. A study and a subsequent master plan will be necessary to prioritize both the worst and most critical areas. Once prioritized, the second phase of the project will be implementation of the work necessary to provide the maximum relief for the greatest number of people, by replacing the inadequate drainage facilities with a comprehensive and coordinated drainage network capable of handling expected runoff from the area.

**Bayou Grande Basin Study** - *Escambia County, Florida:* Civil engineering design services on a master drainage study for a 6,000 acre basin. The study includes public surveys of known drainage problems, inventory of the existing drainage facilities, establishing sub-basins, stormwater modeling and recommendations for drainage improvements. GPS was used to obtain field data concurrent with ArcView GIS mapping.





## Dillon Draughn, El

Civil Engineering Intern

Education:BA, Civil Engineering, University of South AlabamaYears with BDI:1Years with other firms: 0

### Introduction

Dillon Draughn has civil engineering experience working on projects that involve infrastructure design, construction inspection, stormwater and drainage, and roadway improvements. As a northwest Florida local, he has provided civil engineering services for clients across the Florida Panhandle, including county and city governments. Mr. Draughn is working toward his Master of Science degree in Coastal Engineering from the University of South Alabama.

## Experience

Portofino Resort - Tower 6, 7 and Amenities Building -

Pensacola Beach, FL: Civil Engineer Intern for this project that includes the site development of the next two high-rise towers and the amenities building at the Portofino Resort. The tasks performed was the stormwater design/layout and permitting coordination with Escambia County, Northwest Florida Water Management District, and Santa Rosa Island Authority.

Berthe Avenue Bridge and Associated Infrastructure Design -Callaway, FL: Civil Engineer Intern for this project that involves replacing the culvert crossing on South Berthe Avenue. This is a two-lane roadway which is approximately 1.93 miles in length and crosses one drainage and tidally-influenced waterway. The project consists of removing the deteriorated culvert crossing and replacing it with a new reinforced concrete slab on prestressed concrete beam bridge. The replacement includes a renewed roadway approach section, concrete barrier, sidewalk, and FDOT approved guard railing. Additionally, the existing north bound gravity sewer main and south-bound force main will be demolished and replaced with a new directional drilled force main, gravity sewer (southeast of bridge) and lift station. The project also addresses the piping of an existing ditch system along the west right of way of South Berthe Avenue to prevent ongoing erosion and coordinate with the proposed lift station placement and design. Design fees total \$354,640.

**Sharp Point Beach Nourishment** - *Pensacola Beach, FL:* Civil Engineer Intern for this project that involved increasing the width of the beach by allocating 2,000 cubic yards to the given location. This interned increased the level of defense of the landward infrastructure. I was tasked to oversee the construction of this project and perform routine inspections from start to finish.

**Burgess Road Sidewalk Design -** *Pensacola, FL:* Civil Engineer Intern for a project that involved design efforts for a sidewalk installation along Burgess Road. The project also involved improving the stormwater drainage system and roadway. Specific tasks included assisting in the design of improvements to the drainage system and roadway, as well as performing the cost estimates throughout different phases of the design.



# Robert S. Mills, PSM/PLS

Survey Project Manager

Education:University of West FL, The People's Law School, AGA Computer Services, Inc.,<br/>Academic Services Corporation, Professional Development Seminars, Inc.Registrations:FL Professional Surveyor and Mapper #LS5509;<br/>AL Professional Land Surveyor #20892Affiliations:FL Surveying and Mapping Society<br/>Years with BDI:38Years with other firms: 7

## Introduction

Mr. Mills' responsibilities as Survey Project Manager and Mapper 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, 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 such as ECUA, SWUC FRUS, DWU and SSRU, private industries, commercial developments and federal government.

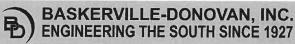
## Experience

Holley by the Sea Drainage Project - Santa Rosa County, FL: Survey Manager for project that provided professional engineering services for the Holley by the Sea Basin Study, which included 8,580 acres of slightly sloped land with poor surface drainage features. The scope of this project was twofold with the first phase being an engineering drainage study and master plan for an area of approximately 15 square miles.

Settlers Colony Expansion Drainage HMGP Project - Gulf Breeze, FL: Survey Manager for HMGP approved Settlers Colony Drainage Improvements project. 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 includes new storm sewer systems to be located within 12 streets in an existing subdivision.

Jack's Branch Drainage Basin Study - Escambia County, FL: Survey Manager for a master drainage study of a 15,000 acre basin consisting of 3,300 parcels. The project involved a complete inspection, inventory and mapping of the Jack's Branch drainage system located in the central portion of Escambia County. Extensive data including soils, existing and future land uses, zoning, parcels, irrigation practices, climate data, topographic maps, flood and tidal information, development and construction plans were collected from various sources to support the GIS database development. Myrtle Grove Area Drainage - Pensacola, FL: Survey Manager on drainage project on the southern end of Escambia County that involved 2-square-miles of retrofit stormwater management facilities, including 6 new stormwater retention ponds. **Community Maritime Park -** *Pensacola, FL*: Survey Manager for the 52-acre waterfront site/civil stormwater project. Responsibilities included the drainage analysis, drainage design, pond size analysis, and pipe sizing. Duties also included stormwater, wetland, and utility permitting.

**Pensacola Beach Dune Walkovers -** *Pensacola Beach, FL:* Survey Manager for project that included elevated walkovers, where necessary, to provide a minimum of three feet clearance between the crest of existing dune and the top of the deck surface. The design is ADA compliant and terminated at the south dune line with a ramp and/or steps parallel to the dune line for access to the beach.





# Louis "Joe" DeReuil, PE, LEED A.P.

Sr. Structural Engineer

Education: Registrations: Affiliations: BCE, Civil Engineering, BS Architecture, Georgia Institute of Technology Professional Engineer: FL #49463, AL: #30667 FL Engineering Society; National Society of Professional Engineers; Society of American Military Engineers; American Consulting Engineers Council

Years' Experience: 39

## Introduction

Joe DeReuil is the Principal of Joe DeReuil Associates (JDA) and has over 39 years of structural engineering experience. He is a Certified Threshold Special Inspector, as well as a LEED Accredited Professional and has been involved in multiple LEED Certified Projects.

## Experience

**Pensacola State College South Santa Rosa Center -** *Gulf Breeze, FL:* This facility is a two story building with steel and masonry structural building components. The exterior walls of the building are 8" nominal non-loadbearing masonry walls with CMU bond beams at the second floor and roof. The masonry walls are anchored into second floor and roof diaphragms and serve as the building's shear wall system. The second floor framing is composite steel beams and composite steel deck with concrete fill supported by structural steel columns. The roof is framed with structural steel trusses, beams and joists supporting metal decking. LEED Certified Gold.

**Pensacola Maritime Park Stadium** - *Pensacola, FL*: This is a 5,270 seat multi-use stadium. Construction includes precast concrete bowl seating, steel framed elevated slabs, post-tensioned slabs-on-grade and an auger cast pile foundation with concrete grade beams and pile caps. This project was custom designed to meet the needs of the client for the use by a minor league baseball team as well as for accommodating other sporting and festival type events. The structure and slab-on-grade was pile supported due to poor soil conditions and concern over scour from hurricanes. Due to the acquisition of an AA Baseball Team, during steel fabrication and construction of the foundation, enhancements to the stadium were added to the project scope.

**Pace Fire Station** - *Pace, FL*: Joe DeReuil served as the Structural Engineer for the structural design and specifications of this approximately 2,050 gsf rectangular addition which is adjacent to an existing pre-engineered metal building Vehicle Bay. Included in the design was an addition to an overhead door to the existing building.

#### Bob Sikes Fishing Pier, Parking and Trail Restoration -

Pensacola Beach, FL: Civil Engineer for Bob Sikes Fishing Pier, parking lot, and trail restoration project. The design consists of site lighting, pier and guardrail modifications, handicap accessibility additions, information signage.



## James Tatone, PE

Electrical Engineer (Ruby Engineering, Inc.)

Education:BS, Electrical Engineering, University of Florida, 1996Registration:Professional Engineer FL #58609Years' Experience:35

## Introduction

Mr. Tatone has over 30 years of experience in the construction industry with comprehensive experience in the electrical design, construction and commissioning of complex commercial and institutional buildings. Complex project experience includes work within laboratories, clean rooms, biological safety level labs, flammable liquid storage and delivery, vivariums, pharmaceutical manufacturing and health care facilities.

## Experience

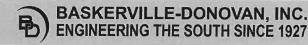
**Destin Water Users Headworks Improvements** - *Destin, FL*: Mr. Tatone worked alongside Baskerville-Donovan, Inc. as the Electrical Engineer for the upgrade of Destin Water Users Headworks system. BDI was tasked with evaluating the replacement of Destin Water Users George F. French WRF Headworks system. BDI designed a headworks configuration that will allow the equipment to operate at peak efficiencies.-

North Santa Rosa Regional Water Reclamation Facility -Milton, FL: Mr. Tatone served as the Electrical Engineer on the Baskerville-Donovan, Inc. (BDI) team. Baskerville-Donovan, Inc. was selected by the City of Milton for the design of the proposed North Santa Rosa Regional Water Reclamation Facility (NSRRWRF). The proposed facility is a new domestic water reclamation facility to service the City of Milton and their surrounding service area. Design Components included: master pump station, headworks with screening and grit removal, septage receiving and treatment, biological nutrient removal as part of the Areo-mod process, two chlorine contact basins, liquid and on-site disinfection, effluent pump station, aerobic digestion as part of Aero-Mod, biosoilds dewatering, yard piping, on-site return pump station, civil improvements, electrical distribution system, site-wide lighting, instrumentation and controls system.

Tampa General Hospital, Central Energy Plant Improvements Phase 1 - Tampa, FL: Mr. Tatone served as the Project Manager and Electrical Engineer of Record to increase the physical security of the campus through the relocation of the existing 15 KV main switchgear that served the entire campus which was in a vulnerable area susceptible to traffic incidents and environmental related damages. The project included modifications to the existing condenser water system to create space within the existing Central Utility Plant (CUP) to locate the new 15 KV main switchgear on the 4th floor of the existing CUP.

Acushnet - Ball Plant III Combined Heat and Power Plant Program - New Bedford, MA: Mr. Tatone served as the Project Manager and Electrical Engineer for the engineering, startup and acceptance testing services of a 2 MW natural gas engine generator and heat recovery equipment designed as a Combined Heat and Power (CHP) system.

**US Department of Veteran Affairs James H Quillen Medical Center - Phase 2 Electrical Upgrades -** *Mountain Home, TN*: Mr. Tatone provided Electrical Engineering services for modifications of the existing 15 KV primary electric service equipment which include new protective relays and metering within existing medium voltage, metal-clad switchgear.





## Glen Miley, MS, PWS

Environmental Specialist (Biome Consulting Group, LLC)

Education: Registrations:	MS, Biology, University of South Alabama; BS, Biology, University of Alabama Professional Wetland Scientist - Florida;
-	Qualified Stormwater Inspector - Florida
	Certified Prescribed Fire Manager - Florida
Affiliations:	National Society of Professional Engineers (NSPE);
	American Society of Civil Engineers (ASCE)
Years' Experience:	27

## Introduction

Mr. Miley is a founding partner of Biome Consulting Group that serves the ecological / environmental, regulatory-compliance needs with an eye toward large-scale ecological restoration and quantitative assessment and monitoring projects. As an environmental scientist, Mr. Miley specialties includes Wetland Delineation; Endangered Species Regulation and Permitting; Phase I Site Assessments; Environmental Impact Assessments; Stream Restoration; Restoration of Coastal Ecosystems; Longleaf Medical Training, Wilderness First Aid.

## Experience

Wetland Delineation, Permit Management, Fox Valley -Niceville, FL: Performed a 415-acre wetland jurisdictional determination according to Federal and State Guidelines: See description in 19c (3). Prepare, submit and obtain wetland permits for the 520-lot single family subdivision including approval of the flagged wetland boundary. Obtain concurrence through Dept. of State, Division of Historical Resources regarding the presence of historical resources on-site.

Wetland Delineation, Permit Management, Sommerset -Navarre, FL: Performed a wetland jurisdictional determination according to Federal and State Guidelines: See description in 19c (3). Perform "Site Specific Survey" for protected species according to Escambia County Land Development Code: See description in 19c (3). Prepare, submit and obtain wetland permits for the 60-lot single family subdivision including approval of the flagged wetland boundary. Obtain concurrence through Dept. of State, Division of Historical Resources regarding the presence of historical resources on-site.

Wetland Delineation, Endangered Species Survey, Permit Management, Magnolia West - Perdido Key, FL: Performed a wetland jurisdictional determination according to Federal, State and County Guidelines: acquire and review soil mapping and aerial photography of the site, inspect the site to analyze plant communities, soils, and hydrology and determine the extent of the wetland area and hang survey flagging on the wetland/ upland boundaries. Perform "Site Specific Survey" for protected species according to Escambia County Land Development Code requirements: inspect the site by walking transects to assess the presence and condition of habitat for protected species known to inhabit Escambia County, compose report of findings.

#### Environmental Site Assessment, Blue Angel Elementary

**School** - *Pensacola, FL*: Performed a wetland jurisdictional determination according to Federal, State and County Guidelines: acquire and review soil mapping and aerial photography of the site, inspect the site to analyze plant communities, soils, and hydrology and determine the extent of the wetland area and hang survey flagging. Perform "Site Specific Survey" for protected species according to Escambia County Land Development Code requirements: inspect the site by walking transects to assess the presence and condition of habitat for protected species known to inhabit Escambia County, compose report of findings.



# Mitchell L. Smith, PE

Geotechnical Engineer (Tierra, Inc.)

Education:Bachelors of Science in Civil and Geotechnical Engineering,<br/>Auburn UniversityRegistration:Professional Engineer: FL # 43416Years' Experience:34

## Introduction

Mr. Smith has over 30 years of experience in geotechnical engineering, construction and materials testing (CMT), and environmental consulting. Mr. Smith is a licensed professional engineer in Florida, Georgia, and Alabama, and has analyzed, reviewed, and managed thousands of geotechnical, CMT, and environmental projects.

## Experience

**SR 30 (US 98) Navy Boulevard PD&E** - *Escambia County, FL:* Geotechnical Engineer of Record. PD&E project with Phase II design services which included improvements of Navy Blvd. from SR 295 to the Bayou Chico Bridge in Escambia County, Florida. Focus of the project was on roadway improvements to meet aesthetic requirements, and drainage improvements.

**SR 10 (Nine Mile Road) from US 90 to CR 99** – *Escambia County, FL:* Geotechnical Engineer of Record. Capacity project which included 2.4 miles of roadway widening from a 2-lane to a 4-lane road section. Project also included a box culvert extension and multiple stormwater pond sites. The presence of soft ground conditions in the high fill embankment areas adjacent to the box culvert required careful settlement analysis and ground improvement in an effort to protect both the existing box culvert the future roadway widening.

**VT-MAE Project- Pensacola International Airport -** *Pensacola, FL:* Geotechnical Engineer of Record for the VT MAE Maintenance & Repair Overhaul (MRO) facility. The project included a 175,000 SF hangar, taxiways, aprons, staging and wash rack areas, parking lots, an access road, and a turn lane with signalization. The hangar is founded on a combination of deep foundations to resist uplift loads (augered cast-in-place piles) and shallow foundations. **Pensacola International Airport** – *Pensacola, FL*: Geotechnical Engineer of Record for multiple expansions and additions to the Pensacola Gulf Coast Regional Airport. Projects included the first Terminal Building expansion in mid to late 1990's, which included a 4-story parking garage; the extension of Runway 17/35 and Runway 8/26 in the early to mid-2000's; and the expansion in the mid to late 2000's, which included a second Terminal Building expansion, a new Rental Car Facility, and a new multi-story parking garage.

**Panama City International Airport -** *Panama City, FL:* Geotechnical Engineer for Construction & Materials Testing services for the construction of the new Panama City International Airport. The project included materials testing and acceptance of the base and surface courses of the entrance road and pavement areas as well as the base and concrete pavement for the runway and taxiway.

**SR 292 from SR 173 to SR 295 PD&E Study** – *Escambia County, FL*: Geotechnical Engineer of Record for the PD&E study to evaluate widening SR 292 from a 2-lane roadway to a 6-lane roadway. The project included a desktop study of available information, preliminary test borings to evaluate soil and groundwater conditions in the roadway areas, and engineering analysis to support development of the PD&E document.



# Keith V. Jacobs, PE

Geotechnical Engineer (LMJ, & Associates.)

Education:Bachelors of Science in Civil and Geotechnical Engineering,<br/>University of Central FloridaRegistration:Professional Engineer: FL # 66577Affiliations:ASCE, FES, NSPE, Chi Epsilon, SMPS, AIAYears' Experience:20

## Introduction

Keith earned his Bachelor of Science degree in civil engineering from the University of Central Florida in 2002. He has taken graduate courses in water resources, pavement and geotechnical engineering. He is the principal geotechnical engineer for Larry M. Jacobs and Associates, Inc. Keith's experience includes analysis and design of shallow and deep foundations, flexible and rigid pavement, stormwater systems, retaining walls, sheet pile walls and bulkheads, earth dams, groundwater seepage, preloading; pile driving analysis, augercast piles, post grouted drilled shafts, pile static and dynamic load testing; settlement analysis; slope stability analysis, earthborn vibration characteristics and vibration analysis, the evaluation of settled structures and failed pavements/slopes; and value engineering.

## Experience

Santa Rosa County Courthouse Complex - Santa Rosa County, Florida (2019): This project consists of the construction of a three-story, roughly 109,000 square foot courthouse building to be founded on a shallow foundation as well as a two-story, roughly 46,000 square foot future building. The project also plans to have three relatively large stormwater ponds as well as paved drive aisles, parking areas, and underground utilities. The purpose of our exploration was to make earthwork, foundation, pavement, and pond recommendations. Our exploration consisted of 24 Standard Penetration Test borings, classification of the samples, laboratory testing, and analysis.

**Tom King Bayou East Branch Basins** – *Santa Rosa County, Florida (2019):* This project consists of the construction of a large stormwater pond that is divided by an existing creek. The creek will be bermed for the pond on the north end and a sheet pile wall is anticipated along a residence to the south. The purpose of our exploration was to make earthwork and pond recommendations. Our exploration consisted of 16 Standard Penetration Test borings, 3 piezometers in three of the pond borings to monitor groundwater, and permeability testing.

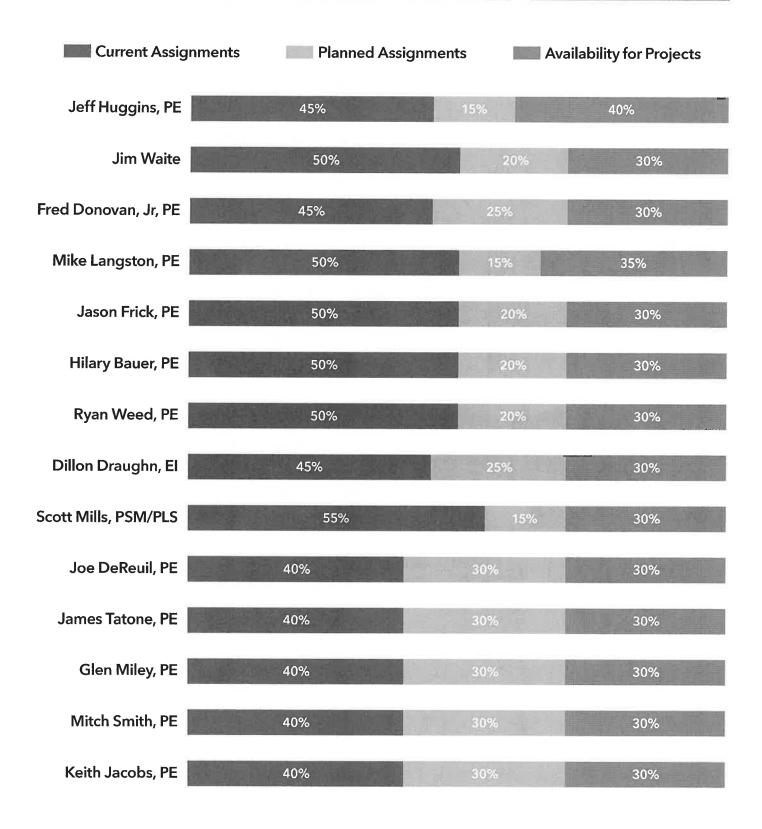
#### Maranatha Way and Chipper Lane Drainage

**Improvements** - Santa Rosa County, Florida (2016): This project consists of the construction of one large rectangular stormwater pond to occupy most of the 600x380 square foot parcel of land. The purpose of our exploration was to determine the general subsurface soil parameters for stormwater pond analysis and design. Our exploration consisted of 7 Standard Penetration Test borings, one auger boring, classification of the samples obtained in the field, laboratory testing of selected samples, and analysis by our engineering staff.

**Riverwalk at Willing Street** - Santa Rosa County, Florida (2016): The proposed expansion connects to the south end of the existing Riverwalk boardwalk. A roughly 24-foot gazebo is planned at the south end of the boardwalk expansion, and two ramps are planned to connect the boardwalk to the land. The purpose of our geotechnical exploration was to determine the general subsurface conditions on the proposed boardwalk, sidewalk, drive and swale areas and use this information to provide recommendations for pile design, sidewalk and drive design, and stormwater swale design. Our exploration consisted of 6 waterborne Standard Penetration Test borings and 10 borings on land.

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# **BDI Team Availability Chart**



Santa Rosa County RFQ 21-006 Design Services Contracts for Professional Engineering Services

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Approach to Project/Understanding

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## ADA Kayak Launch at the Navarre Beach Marine Park

#### **Understanding:**

Santa Rosa County is seeking the services of a qualified and licensed professional to provide engineering services for repairs to ADA Kayak Launch at Navarre Beach Marine Park for damages caused by Hurricane Sally. Engineering services will likely include engineering analysis of existing structural conditions and designs to improve identified damages and site deficiencies. It is anticipated that assistance to the County will be necessary for providing/analyzing data for the required FEMA benefit-cost analysis for the construction phase, providing project status to the County to aid in the preparation of quarterly reports to FEMA, and assist the County with the preparation of the required Phase I deliverables to FEMA.

Located along the north shoreline of the Navarre Beach Marine Park on Santa Rosa Sound the existing launch received significant damage from Hurricane Sally. The pier and existing elevated walkway are in good condition and the ramp is accessible. The top of the gangway is still attached to the pile-supported dock but the north end that once attached to the floating kayak launch (missing) is hanging in the water and requires cleaning and repair.

Design for repairs will need to include coordination with the launch equipment manufacturer (or an approved equivalent) and installation of piles to support the seaward (north) edge of the floating launch platform during severe weather events. Seaward piles will reduce the moment of the force placed on the south end of the gangway during severe events.

#### Approach:

At the onset of the project, BDI will work with Engineering Dept. staff to develop a comprehensive project schedule that lays out tasks in sufficient detail to ensure project completion within the expected period. New design concepts will be coordinated with equipment manufacturers to provide ADA compliant access to the replaced kayak launch. After field inspections and analysis are performed, pre-application meetings will be held with regulatory agencies with jurisdiction over the site to ensure repairs and proposed modifications meet exemptions or receive proper authorization. Once the design and permitting requirements are established and approved, BDI will





produce plans, specifications, and estimates as well as aid in preparation of other bid documents as requested by staff.

Throughout the project, communication and coordination will be of the utmost importance. This will be required from the very beginning of the project. BDI will establish regular and frequent meetings with County staff. Meetings will update staff on progress and ensure that the project remains consistent with the County's intent and desired goals. Throughout the life of the project, BDI will provide the necessary information and updates to satisfy the requirements of the grant funding. Based on our experience with other similar FEMA projects, we will maintain close supervision on the progress of the funding, specifically as it relates to schedule and cost.

## Mayo Park - Shoring of Creek Bank and Seawall

#### Understanding:

Santa Rosa County is seeking the services of a qualified and licensed professional to provide engineering services for erosion repair for damages caused by Hurricane Sally. Engineering services will likely include surveying, geotechnical investigations, engineering analysis of existing drainage and structural conditions, and designs to improve identified damages and site deficiencies. It is anticipated that assistance to the County will be necessary for providing/analyzing data for the required FEMA benefit-cost analysis for the construction phase, providing project status to the County to aid in the preparation of quarterly reports to FEMA, and assist the County with the preparation of the required Phase I deliverables to FEMA.

Located on Pond Creek just south of Highway 90, and east of Taco Bell, Mayo Park has access on both the east and west sides of Pond Creek offering visitors the opportunity to enjoy vintage v-roof picnic structures along a mostly clear flowing creek. Pond Creek traverses a large port of northern Santa Rosa County and is heavily impacted by large rain events. The park elevation of the east side of the creek is lower in the floodplain and is more susceptible to inundation during large storm events than the west bank.

The park area amenities on the west bank are seated at a higher elevation, but because the west bank is situated on the outside radius of the creek bend, the west side experiences higher scour velocities along the bank during periods of high flow rates.

The east side of Mayo Park shows impacts to some of the existing picnic facilities and heavy erosion on the northern end of the park near the Highway 90 Bridge. Some scouring above the bank-full elevation was evident in areas around trees further up the eastern slope. It appears public works has stabilized the parking area with a limestone base material. The park was closed for use on the day of our site visit. The primary damage on the west side of the creek is along the concrete bulkhead where it is evident that scour velocities on the outside radius of the creek bend led to the failure of the wall.

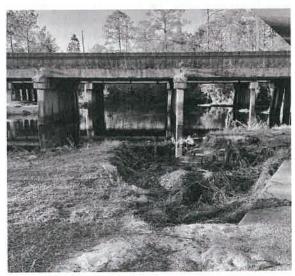
#### Approach:

At the outset of the project, BDI will work with Engineering Dept. staff to develop a comprehensive project schedule that outlines tasks in sufficient detail to ensure project completion within the expected period. The project will require a topographic and hydrographic survey to record the existing conditions of the site, including the scour depth on the west side of the creek. A geotechnical investigation will be necessary on the west bank to establish soil conditions behind the damaged bulkhead and in other areas where structural park improvements may be necessary or desired. Historic staging data as well as floodplain modeling can be utilized to provide adequate designs for repairs and meet FEMA grant requirements.

Once field data is gathered, preliminary site plans will be produced for the proposed repairs and park improvements. Preapplication meetings will be held with regulatory agencies with jurisdiction over the site. Once the design and permitting requirements are established and approved, BDI will produce plans, specifications, and estimates as well as aid in preparation of other bid documents as requested by staff.

Repairs for the west bank will primarily include the replacement of the bulkhead. Scour conditions along the creek bottom and saturated soil conditions behind the bulkhead during extreme events will need to be determined as part of the





design. On the east side of the park that lies on the inside radius of the creek bend and the existing grade has less of a slope, floodplain modeling can be utilized to determine areas that may experience higher velocity flows during future flood events. Using this modeling information, countermeasures can be put in place to stabilize the bank determined to be at risk, and foundation areas of structural improvements. Design considerations will also be made for damaged and dated park amenities based on discussion with county staff members.

Throughout the project, communication and coordination will be of the utmost importance. This will be required from the very beginning of the project. BDI will establish regular and frequent meetings with County staff. Meetings will update staff on progress and ensure that the project remains consistent with the County's intent and desired goals. Throughout the life of the project, BDI will provide the necessary information and updates to satisfy the requirements of the grant funding. Based on our experience with other similar FEMA projects, we will maintain close supervision on the progress of the funding, specifically as it relates to schedule and cost.

## Floridatown Park - Pier, Erosion & Stormwater

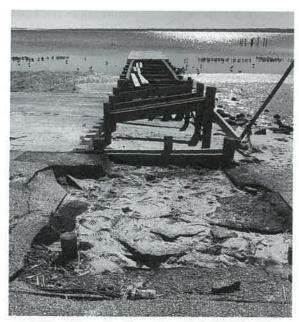
#### **Understanding:**

Santa Rosa County is seeking the services of a qualified and licensed professional to provide engineering services for dock replacement, erosion repair, and stormwater improvements. Engineering services will likely include surveying, geotechnical investigations, engineering analysis of existing drainage conditions and designs to improve identified damages and site deficiencies. Professional Archeological services will likely be necessary for any open excavations on this site during the design and construction phases. It is anticipated that assistance to the County will be necessary for providing/analyzing data for the required FEMA benefit-cost analysis for the construction phase, providing project status to the County to aid in the preparation of quarterly reports to FEMA, and assist the County with the preparation of the required Phase I deliverables to FEMA.

Floridatown Park is located at the southern end of Floridatown Road, and practically the northernmost shore of Escambia Bay. The site has been utilized by residents and visitors of Santa Rosa County for centuries. In-fact, those of us who live here locally recall that during the construction of recent park improvements in 2018 and early 2019, archeologists uncovered early period artifacts from were believed to be from Native American residents, European explorers, and early American settlers.

Today the site serves as a waterfront park for Santa Rosa County residents and visitors. Some existing park amenities include a boat launch and dock for shallow-draft vessels to access Escambia Bay and contiguous other local bays and river systems, benches, restroom facilities, a multi-use track, inclusive play equipment, and shoreline recreation access.

Stormwater runoff and storm surge during Hurricane Sally damaged upland and shoreline areas of the park. The shoreward 60% of decking and stringers are missing from the dock. Piles from the first 6 bents appear to be raised and will need to be replaced. Sections of asphalt and base are missing near the dock landing and around the boat ramp approach apron. Shoreline protection has been damaged and revetment stones are scattered both above and below the MHWL near the dock and ramp area. Upland, stormwater runoff has caused erosion of the roadway and base near the eastern access to the park





near Parkview Street. Continuous ponding within the paved driveway of the eastern entrance from Parkview Street has damaged the pavement. A suitable drainage design for this area section should provide a way for stormwater to shed from this area.

#### Approach:

At the outset of the project, BDI will work with Engineering Department staff to develop a comprehensive project schedule that outlines tasks in sufficient detail to ensure project completion within the expected period. The project will require a topographic survey to record the existing conditions of the site. A geotechnical investigation will be necessary to determine permeability rates for potential linear stormwater retention areas that may need to be utilized prior to discharge of any stormwater improvements into tidally influenced waters. Historic artifacts are known to have been recovered at this site. Therefore, operations that require excavation will require oversite by a professional archeologist.

Once field data is gathered, preliminary site plans will be produced for the proposed repairs and park improvements. Preapplication meetings will be held with regulatory agencies with jurisdiction over the site. Once the design and permitting requirements are established and approved, BDI will produce plans, specifications, and estimates as well as aid in preparation of other bid documents as requested by staff.

Throughout the project, communication and coordination will be of the utmost importance. This will be required from the very beginning of the project. BDI will establish regular and frequent meetings with County staff. Meetings will update staff on progress and ensure that the project remains consistent with the County's intent and desired goals. Throughout the life of the project, BDI will provide the necessary information and updates to satisfy the requirements of the grant funding. Based on our experience with other similar FEMA projects, we will maintain close supervision on the progress of the funding, specifically as it relates to schedule and cost.

## Navarre Park - Seawall, Pier, Sidewalk, Walking Bridge and Electrical

#### **Understanding:**

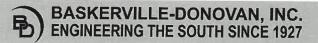
Santa Rosa County is seeking the services of a qualified and licensed professional to provide engineering services for coastal repairs to Navarre Park for damages caused by Hurricane Sally. Engineering services will likely include surveying, geotechnical investigations, engineering analysis of the existing site, electrical and structural conditions, and designs to improve identified damages and site deficiencies. Environmental site and biologic surveys may also be required by regulatory agencies for repairs proposed beyond the MHWL in Santa Rosa Sound. It is anticipated that assistance to the County will be necessary for providing/analyzing data for the required FEMA benefit-cost analysis for the construction phase, providing project status to the County to aid in the preparation of quarterly reports to FEMA, and assist the County with the preparation of the required Phase I deliverables to FEMA.

Located along the shoreline of Santa Rosa Sound, south of Highway 98 and adjacent to the west of Navarre Beach Causeway, Navarre Park received significant damage from Hurricane Sally. The pier was heavily impacted and received substantial damage. The existing bulkhead shows areas that are compromised and the existing paver/concrete



walkway along the backside of the bulkhead has several areas that are settled and barricaded off due to the damage of turbulent surf from Hurricane Sally. Phase 1 of 3 of the current improvement project is under construction and some areas of the park are inaccessible at this time.

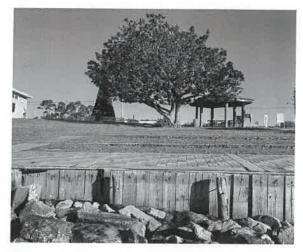
Design for repairs will be necessary for the existing bulkhead bordering the south side of the park along Santa Rosa Sound, replacement of the pier that extends into the Sound near the east side of the park near the Navarre Beach Bridge, the sidewalk that currently runs along the south bulkhead and replacement of the existing pedestrian footbridge that crosses a small tidally influenced outfall within the park. Incidental electrical design will be necessary for lighting replacement and other desired power supply needs within the footprint of the design.



#### Approach:

At the outset of the project, BDI will work with Engineering Department staff to develop a comprehensive project schedule that outlines tasks in sufficient detail to ensure project completion within the expected period. The project will require a topographic and MHWL survey to record the existing conditions of the site. Seagrass and other site-specific biological assessments may be necessary after discussions with permitting authorities. A geotechnical investigation will be necessary behind the existing bulkhead to establish existing soil conditions and in other areas where structural park improvements may be necessary or desired. New designs will be coordinated with existing improvement plans currently phased for construction to ensure elevations and grades are in sync and provide proper and inclusive accessibility.

Once field data is gathered, preliminary site plans will be produced for the proposed repairs and park improvements. Pre-application meetings will be held with regulatory agencies with jurisdiction over the site. Once the design and permitting requirements are



established and approved, BDI will produce plans, specifications, and estimates as well as aid in preparation of other bid documents as requested by staff.

The new bulkhead will be designed to provide wave and surge protection during future storm events impacting the park. Grades behind the new bulkhead will be established to provide improved accessibility and continuity with upland designs currently under construction. The pier design will include considerations for modern products and materials designed to prevent or reduce structural loss during severe weather events. The walkways, footbridge, and lighting will be designed in continuity with existing phases, to provide safe and pleasant access without disturbing the natural park environment.

Throughout the project, communication and coordination will be of the utmost importance. This will be required from the very beginning of the project. BDI will establish regular and frequent meetings with County staff. Meetings will update staff on progress and ensure that the project remains consistent with the County's intent and desired goals. Throughout the life of the project, BDI will provide the necessary information and updates to satisfy the requirements of the grant funding. Based on our experience with other similar FEMA projects, we will maintain close supervision on the progress of the funding, specifically as it relates to schedule and cost.

## Ashmore / Gardenview Drainage Study and Improvements

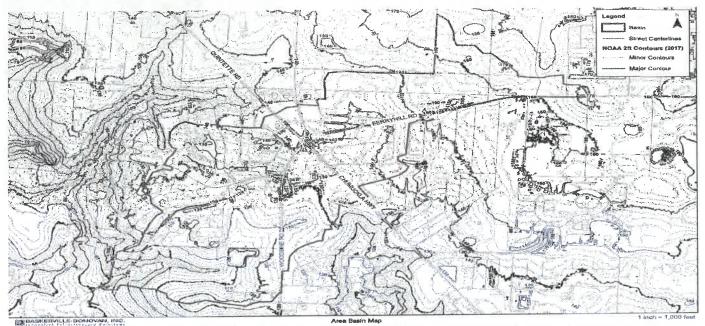
#### **Understanding:**

Santa Rosa County is seeking the services of a qualified and licensed professional to provide engineering services associated with the Ashmore / Gardenview Drainage Study and Improvements project. Engineering services will include surveying, geotechnical investigations, engineering analysis of current drainage conditions, and designs to improve identified drainage deficiencies. It is anticipated that assistance to the County will be necessary for providing/analyzing data for the required FEMA benefit-cost analysis for the construction phase, providing project status to the County to aid in the preparation of quarterly reports to FEMA, and assist the County with the preparation of the required Phase I deliverables to FEMA.

The project study area is located in western Santa Rosa County near the 5 Points intersection of Woodbine Road, Berryhill Road, Quintette Road, and Chumuckla Highway. The overall drainage basin for this area includes approximately 850 acres extending north to the Santa Rosa Sports Plex and southwest across the 5 Points intersection to the



tributary of Milligan Creek. The identified problematic drainage sub-basin is northeast of the 5 Points intersection between Gardenview Road and Berryhill Road and includes the Ashmore Place residential subdivision. The land use of this area is a mix of residential development and agricultural lands. The SCS Soil Survey of Santa Rosa County indicates that the existing soils are dominated by well-drained sandy soils with a loamy subsoil at a depth of 20 to 40 inches.



The overall drainage basin has an elevation change of approximately 95 feet ranging from 170 feet at the highest point in the basin to 75 feet near the basin discharge.

Gardenview Road and Ashmore Lane are parallel and run east-west with an elevation change of approximately 15 feet north to south. The Ashmore Place residential subdivision was developed in the late 1980s with construction beginning in the early 1990s.

As part of the development approval, stormwater management included a rural roadway design with ribbon curb and roadside swales. A dry retention pond was constructed for the development near the eastern end of the subdivision between Ashmore Lane and Berryhill Road. Following the extreme rains in 2014, stormwater backed up into the Ashmore Place subdivision leading to flooding and structure damage to several homes. In the late 1980s, flood control was regulated by Santa Rosa County and stormwater treatment was regulated by the Florida Department of Environmental Regulation as this development pre-dates permitting through the Northwest Florida Water Management District and the current Environmental Resource Permit requirements.

We have extensive knowledge of this area as we performed design services for the 5 Points intersection realignment. That project included drainage provisions for the intersection including reconfiguration of the detention pond at the west end of Berryhill Oaks Court and the associated conveyance systems. As part of any drainage study, the overall drainage basin should be evaluated for the capacity to avoid abrupt changes in the hydraulics and hydraulic grade line.

#### Approach:

The Ashmore / Gardenview Drainage project will need to be efficiently run and well-coordinated to provide the best solution possible with the available funds. The first and most necessary item is a detailed schedule. At the outset of the project, BDI will work with Engineering Department staff to develop a comprehensive project schedule that lays out tasks in sufficient detail to ensure project completion within the expected period.

Throughout the project, communication and coordination will be of the utmost importance. This will be required from the very beginning of the project. BDI will establish regular and frequent meetings with County staff. Meetings will update staff

on progress and ensure that the project remains consistent with the County's intent. Throughout the life of the project, BDI will provide the necessary information and updates to satisfy the requirements of the grant funding. Based on our experience with other similar HMGP projects, we will maintain close supervision on the progress of the funding, specifically as it relates to schedule and cost.

This project will be performed in two phases. Phase 1 will include a drainage basin study and Phase 2 will include the design of needed drainage improvements identified by the study.

Phase 1 will initiate by gathering available data, including development approval documents, and drainage complaints within the area. Communications will be ongoing with staff throughout the study phase along with discussions on known problems and conceptual solutions. Meetings and correspondence will be documented for follow up as the study progresses. A report of findings will be prepared following completion of the study along with concepts for improvements that were collaborated with staff. Cost estimates will be prepared for conceptual improvements to establish a construction budget.

Phase 2 will proceed following approval of the report of findings. Design of conceptual improvements will be coordinated with staff to maintain communications on schedule and budget. Deviations from the concepts will be discussed with staff for acceptance along with any schedule or budget impacts.

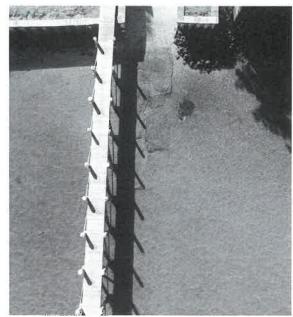
Construction documents will be prepared following County policy and grant requirements. We would anticipate there being 1 – 2 interim plan reviews. Plans will be based on a BDI survey and supplemented by LIDAR data, which will begin early in the life of the project. Geotechnical investigations may also be needed for design and will be procured once conceptual improvements are finalized. BDI will produce plans, specifications, and estimates as well as aid in prep of other bid documents as requested by staff. Stormwater permitting will begin following the completion of the construction plans. A pre-application meeting will be held with the North West Florida Water Management District to define any specific conditions for this retrofit project. Following the pre-application meeting, the Environmental Resource Permit documents will be prepared including any specific requirements specified during the pre-application meeting. Once the stormwater permit has been issued and construction begins BDI will remain close to the project. Our role will shift to one of quality assurance to make sure that residents and the Engineering Department get the best project possible.

## **Bal-Alex Boat Ramp**

#### **Understanding:**

Santa Rosa County is seeking the services of a qualified and licensed professional to provide engineering services associated with storm repairs to the Bal-Alex Boat ramp. Engineering services will include surveying, geotechnical investigations, engineering analysis of current ramp conditions, and designs to improve identified launching and access deficiencies. It is anticipated that assistance to the County will be necessary for providing/analyzing data for the required FEMA benefit-cost analysis for the construction phase, providing project status to the County to aid in the preparation of quarterly reports to FEMA, and assist the County with the preparation of the required Phase I deliverables to FEMA.

Bal-Alex Boat Ramp is located on East Bay near the intersection of Sandy Bluff Drive and Elliott Drive just east of Red Fish Point in South Santa Rosa County. BDI staff members have been utilizing Bal-Alex Boat Ramp for many years and are familiar with its amenities and public uses. The ramp offers launch access for shallow-draft vessels to East Bay and contiguous bodies of water north of Fairpoint Peninsula. Existing park amenities include park benches, picnic tables, a portable restroom unit, and a 4' wide wooden L-shaped dock that extends approximately 100 feet into East Bay. The upland areas of the park are elevated well above the MHWL, and a vinyl bulkhead borders the north shoreline along East Bay as well as along a drainage outfall on

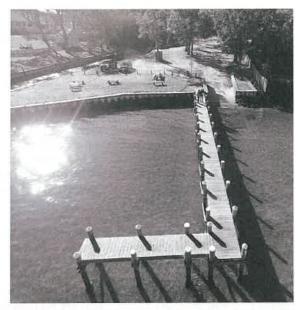


the eastern border. Single-family residences are located adjacent to the west and south boundaries of the park.

The ramp is dated and recent storms have caused further damage. The existing slab has cracked and separated in multiple locations and makes launching and retrieving vessels hazardous due to the settling and buckling sections of concrete. The existing ramp needs to be demolished, regraded, and replaced for safe and adequate use. Upland soils appear to have washed out from behind the bulkhead cap, around the dock landing, and near the top of the ramp stall. Riprap placed in front of the bulkhead appears to have settled and may need to be nourished to provide proper support and wave protection to the bulkhead.

#### Approach:

At the outset of the project, BDI will work with Engineering Department staff to develop a comprehensive project schedule that lays out tasks in sufficient detail to ensure project completion within the expected period. The project will require a topographic and hydrographic survey to establish the existing conditions of the site. A geotechnical investigation will be necessary to determine the conditions under the replacement ramp slab.



Once field data is gathered, preliminary site plans will be produced for the proposed repairs and park improvements. Pre-application meetings will be held with regulatory agencies with jurisdiction over the site. Based on a preliminary review of the site, we believe the repairs may qualify for permitting exemptions. However, written coordination with jurisdictional regulatory agencies will be required in order to meet FEMA design and funding requirements. Once the design and permitting requirements are established and approved, BDI will produce plans, specifications, and estimates as well as aid in prep of other bid documents as requested by staff.

Throughout the project, communication and coordination will be of the utmost importance. This will be required from the very beginning of the project. BDI will establish regular and frequent meetings with County staff. Meetings will update staff on progress and ensure that the project remains consistent with the County's intent and desired goals. Throughout the life of the project, BDI will provide the necessary information and updates to satisfy the requirements of the grant funding. Based on our experience with other similar FEMA projects, we will maintain close supervision on the progress of the funding, specifically as it relates to schedule and cost.

# QA/QC Plan

The Quality Assurance **(QA)** process of BDI is related to the quality improvement concepts applied by many successful firms. Our point of attack is directed at the root cause of most quality breakdowns, which is a failure to train, direct, and reinforce the staff involved with the project. Our QA program begins with education and training. Staff at all levels (field crews, survey technicians, project managers and principals) receives training on the client's goals and standards. They are instructed on the importance of a well-planned project. They become a fully coordinated team: knowledgeable of how their role is inter-dependent with the roles of all other participants on the project.

BDI is also committed to strong Quality Control (QC) processes. Our QC process is an ongoing effort throughout the entire design process; at each project stage, our submittals are formally reviewed for quality, completeness and consistency. At the beginning of each project, the staff is provided with comprehensive QC checklists. These checklists ensure that each member of the team has reviewed their own work in all applicable areas – prior to submission to the QA/ QC officer for formal review and approval.

BDI's formal QC process conforms to all Santa Rosa County standard practices and procedures. All reports, surveys, and plans are prepared and signed by their originator. Then they are checked by a peer professional, who is not otherwise involved with the project. His/her independent independent review identifies any proposed corrections, which are then back checked by the originator, and rechecked by the checker to verify resolution of his original comments. The Project Manager then reviews all checked documents for consistency with the project requirements, and for technical adequacy.

The whole QC process employs several visual mechanisms. Red pencil denotes corrections to be made; yellow check indicates corrections have been made; a green check indicates corrections have been verified, etc. These mechanisms verify the step-by-step input and resolution by all participants. Copies of all QC documents are kept on file and available to the client upon request.

For BDI, however, this routine of output-based QC alone is not enough to meet our standards. We believe unless the input and the operating process also are properly controlled, then no one can truly assure Quality is controlled. Thus, for BDI, quality assurance begins at the front end of the process, not at the output end of production. This "front to back" method also allows a "top to bottom" approach. By implementing QC procedures throughout the duration of a project, everyone gets involved. Starting from the Crew Chief all the way to the Chief Executive, each member of this QC team plays a vital role in reviewing field notes, checking accuracy of field measurements, MTS requirements, satisfy scope requirements, etc. Each staff member brings a unique perspective to a project and allows BDI to address all discrepancies.

# Subconsultant Checking Procedures

The subconsultants for this contract will be required to provide a Quality Control Review of their efforts prior to submittal to BDI for inclusion in submittals. Included with the report documents, the subconsultant will provide to BDI a formal Quality Assurance Certification indicating that a Quality Control Review has been executed. Upon receipt of these documents, and the Quality Assurance Certification, BDI's Project Manager will review the documents to ensure that they comply with all applicable technical standards, Santa Rosa County program objectives and the project scope. Any deficiencies will be marked and returned to the sub-consultant for review and revision. As with our internal QC procedures, this process will continue (in iterative fashion) until all technical comments and programmatic remarks are resolved. Once all deficiencies are resolved, the final QC documentation will be included in the project Quality Control File.

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# Firm Familiarity with Federally Funded Projects and FEMA Requirements

#### BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927

Baskerville-Donovan has been extremely successful in our efforts to assist clients with both federal and non-federal funding projects and programs over the last few decades, and with that success comes our ability to support our clients in the management of those grant funds. We have positioned our clients to receive funding totaling over \$830,000,000. Also, **BDI secured and managed the largest, at the time, Federal Emergency Management Agency (FEMA) grant in the history of the State of Florida, totaling \$151,000,000.** 

BDI's staff is particularly familiar with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awarded grant funds. Since its implementation in 2014, 2 CFR 200 has provided a government-wide framework for grants management. Working closely with our clients, the BDI staff has retained, cataloged, prepared, and produced all the required documentation necessary to position our clients to meet the requirements of the grant award.



With our 93-year history on the Gulf Coast, we have successfully completed a variety of federally funded projects throughout Florida and Alabama including (FEMA) funded projects. Not only did we complete the FEMA funded relocation of the Emerald Coast Utilities Authority's (ECUA) Main Street Wastewater Treatment Plant, we played a significant role in securing the \$151,000,000 in FEMA funds for the project. We have played a major role in disaster recovery projects throughout the Gulf Coast including debris removal monitoring contracts for FEMA funded projects in Florida, Alabama, Mississippi, and Texas.

We need to understand the goals and needs of our clients and also be intimately familiar with funding assistance programs and the associated regulations of each agency. We have found that our clients appreciate working with an engineering firm that is closely 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.

#### 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
- U.S. Department of Defense Funding
- U.S. Department of Commerce, Economic Development Administration
- U.S. Department of Agriculture, Natural Resource Conservation Service
- FDEP Small Disadvantaged Communities
- U.S. Army Corps of Engineers Wetlands Restoration



# Below is a sample of project grant funded and loan projects BDI has successfully completed.

Rural Development - US Department of Agricu	lture	e (USDA)
City of Crestview, WWTP	\$	3,400,000.00
Various Rural Sewer & Water Systems, and Public Facilities	\$	11,300,000.00
City of Chipley Roads	\$	500,000.00
City of Mexico Beach Water	\$	300,000.00
City of Carrabelle Water	\$	1,167,500.00
City of Mexico Beach Sewer	\$	
City of Apalachicola Water	\$	2,600,000.00
McCall Water System	\$	2,341,000.00
City of Chipley Fire and Police Station	\$	450,000.00
City of Crestview Library	\$	2,400,000.00
Berrydale Water System	\$	1,770,000.00
Town of Riverview Water	\$	1,054,000.00
Moore Creek-Mt. Carmel Utilities	\$	500,000.00
Central Water Works	\$	913,600.00
Ridgeroad Water Authority	\$	1,110,000.00
Town of Jay WWTP		800,000.00
East Milton Water System		3,400,000.00
Pt. Baker Water System		850,000.00
Panacea Area Water System		250,000.00
Eastpoint Water & Sewer		1,000,000.00

# Community Development Block Grant Program (CDBG)

\$ 500,000.00
\$ 1,000,000.00
\$ 500,000.00
\$ 630,000.00
\$ 500,000.00
\$ 500,000.00
\$ 650,000.00
\$ 1,300,000.00
\$ 48,000.00
\$ 550,000.00
\$ 700,000.00
\$ 548,000.00
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# 6 | Similar Project Experience

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# SANTA ROSA COUNTY Holley By The Sea Drainage Improvements







## **Project Summary**

BDI worked closely with Santa Rosa County staff to make sure their goals and objectives were successfully met for a drainage study and improvements plan of the Holley By The Sea (HBTS) subdivision. The subdivision is 13.4 square miles of slightly sloped land with poor surface drainage features and no coordinated, functioning drainage system.

The project was divided into three segments:

- collection of all accessible information about drainage in HBTS and preparation for input into a ICPR4 hydraulic model
- 2) development of an existing conditions model to identify possible causes for flooding, with results presented in a project list categorized for the County and,
- surveying and design services to develop construction drawings for projects identifed in the previous two phases. Those services focused on projects identified in the watershed report.

The report BDI provided the County incorporated a detailed categorized project list which has enabled the county to begin drainage improvement projects in the subdivision to alleviate flooding issues for the greatest number of residents.

# Scope of Work

BDI services included for Phases I & II:

- Data Collection and Inspection
- Watershed Modeling and Report
- Permitting
- Surveying
- Design Services

# **Project Snapshot**

Location:	Navarre, FL
Design Date:	2014-2016
Construction Date:	As funds are available
Anticipated Cost: (Construction)	\$72 Million
Actual Cost: (Study)	\$399,820.00
Scheduled Complete Date:	Funding Based
Actual Complete Date: (Study)	12/6/2016

## Contact

		_
Name:	Roger Blaylock, PE	
Title:	County Engineer	
Address:	6051 Old Bagdad Hwy, Suite 300	
City/State/Zip:	: Milton, FL 32583	
Phone:	(850) 981-7100	
Email:	Rogerb@santarosa.fl.gov	

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# SANTA ROSA COUNTY

Maranatha Way/Chipper Lane Drainage Project HMGP







# **Project Summary**

BDI was hired for engineering design and analysis of Maranatha Way/Chipper Lane drainage issues. The topographic data will be compiled for evaluation of existing drainage conveyance systems. A geotechnical investigation will be performed to establish the seasonal water table, soil permeability and soil characteristics related to construction. Pipe sizing, inlet spacing and stormwater routing (hydrology/hydraulics) will follow utilizing the existing ICPR model data provided by Santa Rosa County.

Construction plans will be prepared for the drainage improvements design and analysis. Plan and profile sheets will be developed to identify pipe depths and potential conflicts with existing utilities. Utility conflicts will be resolved and drainage details developed. Technical specifications will be compiled utilizing Santa Rosa County standards and guidelines.

The construction plans will be submitted to Northwest Florida Water Management District (NWFWMD) for permitting.

# Scope of Work

BDI services included:

- Land Surveying
- Engineering Design & Analysis
- Stormwater Modeling
- Stormwater/Drainage Design
- Geotechnical Investigations
- Construction Plans & Specifications
- Permitting
- Project Administration

# **Project Snapshot**

Location:	Pace, FL	
Design Date:	2016-2017	
Construction Date:	Ongoing	
Project Cost:	\$1.8 Million	

Name:	Michael D. Schmidt, PE	
Title:	Director Environmental Div.	
Address:	6051 Old Bagdad Highway	
City/State/Zip:	Milton, FL 32583	
Phone:	(850) 981-7100	
Email:	michaels@santarosa.fl.gov	

**CITY OF MILTON** Gill-Bass Park CDBG







# **Project Summary**

Baskerville-Donovan, Inc. worked closely with the City of Milton to prepare the design of one of the City's newest landmarks, Gill-Bass Park. This Park is located at one of the entrances into the City and BDI has developed plans and continues to work alongside City Staff until completion so residents and visitors alike can enjoy the improvements of this new recreation location.

Elements of the design include a fountain, gazebo, planting of trees, brick paver walks and added parking. Additionally, BDI in-house Electrical Engineers assisted with added park lighting for ambiance and safety as well as street lights and underground utility relocation.

This project is funded through a Community Development Block Grant (CDBG) Program. BDI's successful history of funding assistance and longstanding relationship with the City has enabled the coordination of this project every step of the way. CDBG projects also require an engineer signed and sealed set of drawings for the project, which BDI provided for Gill-Bass Park.

# Scope of Work

BDI services included:

- Funding Assistance
- Electrical Engineering
- Civil Engineering
- Utility Relocation
- Surveying

# **Project Snapshot**

Location:	Milton, FL	
Design Date:	2015	
Construction Date:	2017	
Total Project Cost:	\$657,000	

## Contact

Name:	Mr. Randy Jorgenson
Title:	City Manager
Address:	P.O. Box 909
City/State/Zip:	Milton, FL 32572
Phone:	(850) 983-5400
Email:	rjorgenson@miltonfl.org

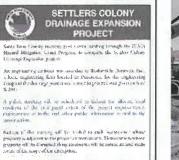
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# SANTA ROSA COUNTY

Settlers Colony Expansion Drainage Project HMGP







PROFECT INTERATIONS & doi:10.1000 SMAIL: settlesentony@backervilladomovaria.org

BASKERVILLE-DONOVAN, ING.



# **Project Summary**

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.

Santa Rosa County envisions that the implementation of the proposed drainage improvements will minimize or eliminate future structural damage while protecting the residents from harm's way during and following future flood events.

The project includes new storm sewer systems to be located along Settlers Colony Boulevard, Coronado Drive, Venetian Way, Vestavia Way, Grand Canal Street, Wild Roost Road, Aquamarine Drive, Gondolier Boulevard, and Bay Street.

BDI is currently working closely with County staff to make sure their goals and objectives are successfully met in the completion of the Settlers Colony Expansion Drainage Project.

This is a HMGP funded project.

# Scope of Work

BDI services included:

- Data Collection/Analysis
- Topographic and Route Surveying
- Geotechnical Investigation
- Engineering Design/Analysis
- Construction Plans/Specifications
- Stormwater Permitting
- Bidding Services
- Easement Acquisition Coordination
- Construction Administration Inspection
- Grant Coordination

# **Project Snapshot**

Location:	Gulf Breeze, FL	
Professional Services:	2016-2017	
Construction:	2018-2020	
Estimated Project Cost:	\$5.2 Million	

Name:	Mr. Michael Schmidt, PE	
Title:	Director Environmental Division	
Address:	6051 Old Bagdad Hwy, Suite 300	
City/State/Zip:	e/Zip: Milton, FL 32583	
Phone:	(850) 981-7100	
Email:	michaels@santarosa.fl.gov	

# SANTA ROSA ISLAND AUTHORITY

Pensacola Beach Dune Walkovers







# **Project Summary**

Baskerville-Donovan, Inc. worked closely with the staff of the Santa Rosa Island Authority to make sure their goals and objectives were successfully met in the completion of eleven new dune walkovers constructed on Pensacola Beach.

The design included elevated walkovers, where necessary, to provide a minimum of three feet clearance between the crest of existing dune and the top of the deck surface. The design is ADA compliant and terminated at the south dune line with a ramp and/or steps parallel to the dune line for access to the beach.

The design and locations were coordinated with SRIA staff. Technical specifications were prepared to supplement the walkover designs. The project included preparation of permits and bid documents as well as Engineering Services during Construction throughout the project.

Together, the staff of the SRIA and BDI, have completed a successful project with the intent to preserve the dunes and natural environment on Pensacola Beach.

# Scope of Work

BDI services included:

- Topographic Survey
- Design Services
- Bidding Services
- Construction Administration
- CEI Services

# **Project Snapshot**

Location:	Pensacola Beach, FL
Professional Services:	2015
Construction Services:	2016
Construction Cost:	\$1.1 Million

## Contact

Name:	Mr. Paolo Ghio, CFM	
Title:	Title: Executive Director	
Address:	1 Via De Luna Drive	
City/State/Zip:	Gulf Breeze, FL 32561	
Phone:	(850) 932-2257	
Email:	paolo_ghio@sria-fla.com	

21202.23

# SANTA ROSA ISLAND AUTHORITY Little Sabine Channel Expansion







## **Project Summary**

It is the Santa Rosa Island Authority's (SRIA) intent to utilize suitable spoil recoved from recent Little Sabine dredging operations to nourish Quietwater Beach, but both permits limit the rate at which the nourishment can be placed.

In order to conserve public resources and place the antipated material yielded from the dredging onto Quietwater Beach as a single nourishment project, a modification to the exisiting permit(s) will be required.

The Island Authority asked BDI to provide permitting update(s) to regulating agencies. Soil sampling and testing will also be necessary to ensure spoil material meets permit requirements.

The project also includes additional contract administration and bidding services necessary for permit certifications.

BDI and SRIA staff will work closely to make sure the SRIA's goals and objectives are successfully met in the completion of the nourishment of Quietwater Beach.

# Scope of Work

BDI services included:

- Permit Modification
- Plans and Specifications
- Bidding Services
- Contract Administration
- Pre/Post Construction Surveys
- Construction Coordination

# **Project Snapshot**

Location:	Pensacola Beach, FL
Professional Services:	2018
Construction Date:	Anticipated summer 2018
Total Project Cost:	\$29,000

Name:	Mr. Paolo Ghio, CFM	
Title:	Executive Director/ Director of Environmental and Developmental Services	
Address:	1 Via De Luna Drive	
City/State/Zip:	Gulf Breeze, FL 32561	
Phone:	(850) 932-2257	
Email:	paolo_ghio@sria-fla.com	

# **ESCAMBIA COUNTY**

Bob Sikes Fishing Pier, Parking and Trail Restoration







# **Project Summary**

The Deepwater Horizon NRDA Phase III Early Restoration Project which involves the Bob Sikes Fishing Pier, parking lot, and trail restoration will enhance and increase recreational fishing and beach use opportunities by improving the access to the existing fishing pier and associated beach access trail.

This project consists of site lighting, pier and guardrail modifications, handicap accessibility additions, information signage, signage at the pier entrance, and landscaping improvements to the adjacent parking area.

BDI worked with County staff by coordinating design efforts with the ongoing/construction of the Pensacola Beach Boulevard including the multi-use path, re-configured parking area, handicap access, and service road connecting the pier with Morgan Park.

This is an FDEP funded project by a Division of Water Restoration Assistance Grant.

# Scope of Work

BDI services included:

- Topographic and Route Survey
- Design Development
- Public Participation
- Construction Plans
- Landscape Architecture
- Bidding Services

# **Project Snapshot**

Location:	Pensacola Beach, FL	
Professional Services:	2016-2017	
Construction:	Upcoming	
Estimated Project Cost:	\$963,090	

# Contact

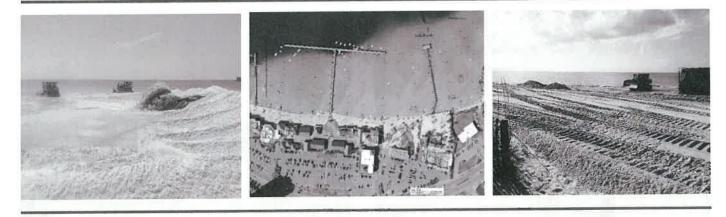
Name:	Mr. David Forte
Title:	Program Manager, Transportation and Traffic Operations Division
Address:	3363 W. Park Place
City/State/Zip:	Pensacola, FL 32505
Phone:	(850) 595-34904
Email:	dvforte@myescambia.com

258101.01

# OLSEN ASSOCIATES, INC.

Pensacola Beach Nourishment





# **Project Summary**

Olsen Associates hired Baskerville-Donovan, Inc. (BDI) to provide surveying and construction inspection services on a portion of Pensacola Beach, also known as Quietwater Beach.

The overall project included the placement (nourishment) of up to 1.75 million cubic yards of sand (pay volume) along 43,100 linear feet of the Gulf of Mexico shoreline at Pensacola Beach, FL. Sand from the project was excavated from a 284-acre borrow area located roughly 4.0 miles offshore of the project shoreline. Similar to prior nourishment projects at this location, a trailing suction-hopper dredge was used to excavate the sand and transport it to the nearshore area where the sand from the hopper dredge was fluidized and pumped ashore to build the beach fill. In this manner, the beach fill was constructed in sections advancing along the shoreline.

# Scope of Work

BDI services included:

- Hydrographic Surveys & Mapping
- Construction Inspection Services

# **Project Snapshot**

Pensacola Beach, Florida
2016
N/A
\$42,000.00

Name:	Dr. Al Browder, PE
Title:	Senior Engineer
Address:	2618 Herschel Street
City/State/Zip:	Jacksonville, FL 32204
Phone:	(850) 387-6114
Email:	abrowder@olsen-associates.com

# **COMMUNITY MARITIME PARK ASSOCIATES** *Maritime Park Breakwater Project*







# **Project Summary**

The Community Maritime Park Associates contracted with Davis Marine Construction to build the Maritime Park Breakwater. Like all downtown locations, marinas need protection from the long fetch coming across Pensacola Bay.

The Breakwater matches the existing Maritime Park bulkhead, with dual steel sheet piles, and a 15-foot wide concrete cap on top, suitable for site seeing. The breakwater extends a total of 412 feet into the Bay and provides protection for the 49 slip day-use marina proposed for the west side of the Maritime Park.

The project was funded by the Community Trust Agency and designed by Baskerville-Donovan, Inc.

# Scope of Work

BDI services included:

Design Development

- Permitting
- Surveying
- Bidding Services
- Construction Coordination and Observation

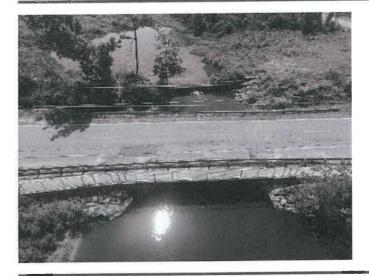
# **Project Snapshot**

Location:	Pensacola, FL	
Professional Services:	2014-2015	
Construction:	2015-2016	
Cost:	\$1.8 Million	

Name:	Mr. Jim Reeves	
Title:	Chairman	
Address:	730 Bayfront Parkway	
City/State/Zip:	Pensacola, FL 32502	
Phone:	(850) 438-4400	
Email:	jjr@jjrfirm.com	

# **CITY OF CALLAWAY, FL** Berthe Avenue Bridge Design & Survey FEMA







## **Project Summary**

BDI provided design and survey for the City of Callaway project to remove the deteriorated culvert crossing and replace it with a new reinforced concrete slab on pre-stressed concrete beam bridge.

This single span structure supports reinforced concrete abutments founded on concrete friction piles. The replacement will include a renewed roadway approach section, concrete barrier, sidewalk, and FDOT approved guard railing. With the bridge replacement, the existing north-bound gravity sewer main (east ROW of culvert invert), north-bound water main, and south-bound force main will be removed and replaced in order to meet new FDOT bridge standards.

The replacement of the existing north-bound water main and south-bound force main will occur via directional drill. Modification to the existing northbound gravity sewer main include redirecting raw sewage to a new lift station located south of the new bridge. This project will also address the piping of an existing ditch system along the west ROW of Berthe Avenue (between the bridge crossing and Fox Lake Drive) to prevent ongoing erosion and coordinate with the proposed lift station placement and design.

# Scope of Work

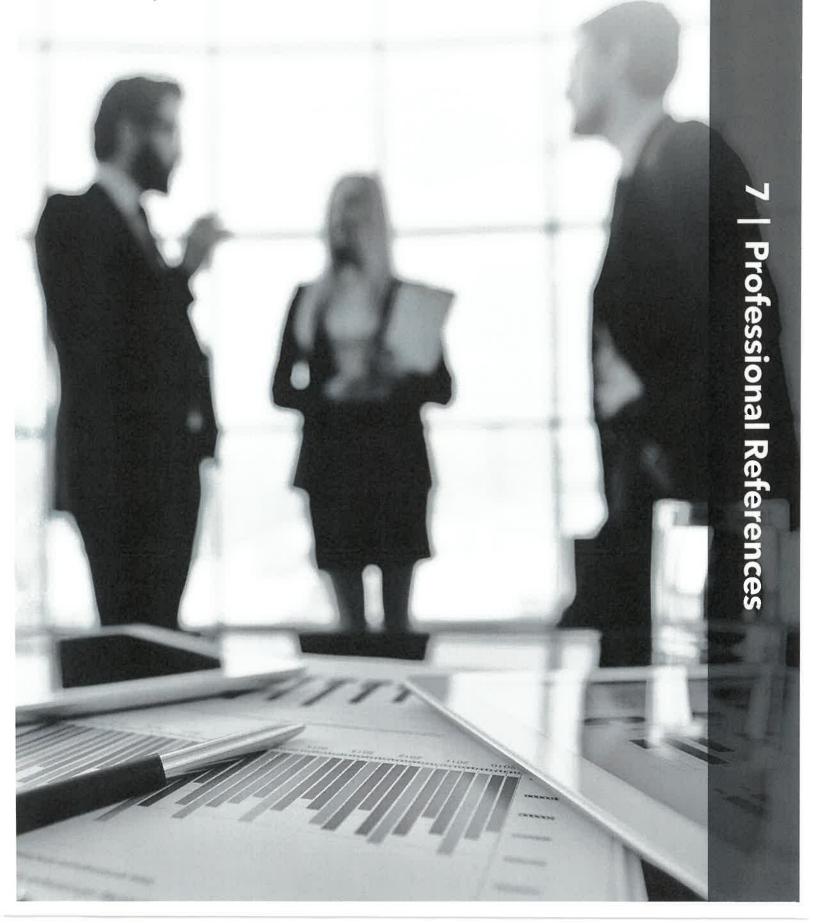
BDI services included:

- Topographic survey
- Bridge foundation design
- Wetland delineation and threatened/endangered species survey
- Hydrologic and hydraulic analysis
- New gravity sewer system including lift station
- Traffic control plans per FDOT Design Standards
- State and Federal level permit preparation and submittals

# **Project Snapshot**

Location:	City of Callaway, FL
Professional Services:	2105-2020
Estimated Project Cost:	\$3.65M

Name:	Mr. Eddie Cook
Title:	City Manager
Address:	6610 East Highway 22
City/State/Zip:	Callaway, FL 32404
Phone:	(850) 215-6691
Email:	citymanager@cityofcallaway.com



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# **Professional References**

## BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927

BDI is proud of our 93-year history of providing superior consulting engineering services. In addition to the client information and projects included herein, the following client references are provided for Santa Rosa County:



## **City of Pensacola**

222 West Main Street Pensacola, FL 32502 Phone: (850) 435-1696

**Mr. David Forte** Capital Improvements Projects Manager DForte@cityofpensacola.com



**City of Gulf Breeze** 1070 Shoreline Drive, Gulf Breeze, FL 32561 Phone: (850) 934-5100

**Mr. Thomas Lambert, PE** Assistant Director of Public Services tlambert@gulfbreezefl.gov



**City of Milton** 6738 Dixon Street, Milton, FL 32572 Phone: (850) 983-5411

Mr. Randy Jorgenson City Manager rjorgenson@miltonfl.org



**City of Callaway** 6601 East Highway 22 Callaway, FL 32404 Phone: (850) 871-6000 **Mr. Eddie Cook** 

*City Manager* citymanager@cityofcallaway.com



**Santa Rosa Island Authority** 1 Via de Luna, Pensacola Beach, FL 32561 Phone: (850) 923-2257

**Mr. Paolo Ghio** Executive Director/Environmental and Developmental Services paolo\_ghio@sria-fla.com



Office of the Mayor

January 6, 2021

RE: Baskerville-Donovan, Inc. (BDI) Letter of Recommendation – Community Maritime Park Day Dock Facility

To Whom It May Concern,

The firm and staff at BDI has always been a wonderful resource for the City of Pensacola of numerous capital projects for decades, but the efforts provided for the most recent project - Community Maritime Park (CMP) Day Dock Facility - might be the most impressive.

Following the significant damage, the City of Pensacola experienced from Hurricane Sally, specifically the damage to the Pensacola Bay Bridge that has led to a full closure of the bridge until repaired, the City of Pensacola decided to modify and expedite a portion of the CMP Day Dock Facility in order to provide another access point to downtown Pensacola via Pensacola Bay. BDI was notified of the request, and quickly began preparations and planning efforts to see this through in the short timeframe that was provided.

Within 2 months, BDI was able to plan, design, permit and oversee construction of a new docking facility at CMP in which projects like these can often take up to several months, if not years.

The responsiveness and high-quality work provided by BDI was and is very much appreciated by the City of Pensacola.

Sincerely,

Keith Wilkins City Administrator



### CITY OF CALLAWAY CITY HALL 6601 EAST HIGHWAY 22 CALLAWAY, FL 32404 PHONE: 850-871-6000 WWW.CITYOFCALLAWAY.COM

MAYOR PAMN HENDERSON

COMMISSIONERS SCOTT DAVIS, WARD I DAVID GRIGGS, WARD II BOB PELLETIER, WARD III FRANK MANCINELLI, WARD IV

November 6, 2020

Re: Letter of Recommendation - Baskerville-Donovan, Inc.

To Whom It May Concern:

It is my pleasure to submit this letter of recommendation for Professional Engineering and Surveying services provided by Baskerville-Donovan, Inc. (BDI). BDI has successfully completed the design of several infrastructure improvement projects for the City of Callaway, Florida.

Specifically, BDI has performed the surveying and engineering for City projects including: stormwater drainage and associated infrastructure projects, roadway improvements including street resurfacing and sidewalk designs, and a bridge replacement with associated infrastructure improvements. Their performance and these projects have met the needs of various funding agency programs.

BDI is very aware of the challenges and limitations facing Panhandle communities. As such, they perform their responsibilities in a professional manner with a keen focus on project schedule and budget. I can confidently recommend BDI as a solid and reliable engineering services provider, and experts in their field.

Sincerely,

*Ed Cook* Callaway City Manager

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00 **Required Forms** 

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

# **ADDENDUM FORM**

SRC Procurement Form ADM\_029\_00\_082819

To:	Planholders

From:	Procurement	Office
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Date: December 28, 2020

Ref: Addendum #1 for RFQ-21-006 Design Services Contracts for Professional Engineering Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

## I. CLARIFICATIONS:

1. Please see Revised Cover Sheet for Page 20 of 32. (Attached.)

2. Under section II, RFQ 21-006, second page of preparation of RFQ, final statement-"Responses must include lump sum pricing. Use response form provided in this document. All proposed fees and costs must be broken down and disclosed in the response." Should this statement be struck through and ignored? Yes, strike out the language. Responses must include lump sum pricing. Use response form provided in this document. All proposed fees and costs must be broken down and disclosed in the response."

This Addendum is furnished to all known prospective Proposers. Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.

NAME/TITLE:	Jim Waite, ExecutiveVice President	SIGNATURE:
	Baskerville-Donovan, Inc.	

See Attached.

Office: 850.983.1870 | Fax: 850.983.1860 | www.santarosa.fl.gov

# SANTA ROSA COUNTY, FLORIDA



**RFQ 21-006Design Services Contract** for Professional Engineering Services

January 2021 OWNER: BOARD OF COUNTY COMMISSIONERS SANTA ROSA COUNTY, FLORIDA

SAM PARKER	DISTRICT I
ROBERT A. "BOB" COLE	DISTRICT II
JAMES CALKINS	DISTRICT III
DAVE PIECH	DISTRICT IV
COLTON WRIGHT	DISTRICT V

**REBECCA JONES, P.E., ASSISTANT COUNTY ENGINEER** 

-1



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

I

-									/31/2020
	HIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL	Y O	R NEGATIVELY AMEND, E DOES NOT CONSTITUTE	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED F	<b>RV THE</b>	DOI ICIES
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	his certificate does not confer rights	to th	e cer			1			
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# **CONE OF SILENCE FORM**

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the responder (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 Procurement 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 responses are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers 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, Jim Waite	representing_Baskervlle-Donovan, Inc.
(Print)	(Company)
On this 11th day of January	2021 hereby agree to abide by the County's "Cone
of Silence" clause and understand	Violation of this policy shall result in disqualification of my
proposal/submittal.	
- MR	
(Signature)	

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

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

- 1. This sworn statement is submitted with Response, Proposal or Contract for: Santa Rosa County RFQ 21-006 Design Services Contracts for Professional Engineering Services
- This sworn statement is submitted by, Baskerville-Donovan, Inc. \_\_\_\_\_\_, whose business address is, <u>449 West Main Street</u>, Pensacola, FL. 32502 \_\_\_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is <u>59-085714</u> (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
- 3. My name is **Jim Waite** and my relationship to the entity named above is **Executive Vice President** (title).
- 4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to, any response or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- 5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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 Paragraph 287.133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly 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 paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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, the 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 any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (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 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)

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

**Jim Waite** Name Signature

1/11/2021

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of January 11 \_\_\_\_\_\_, 2021, and is personally known to me, orhas provided \_\_\_\_\_\_\_ personally known \_\_\_\_\_\_as identification.

STATE OF FLORIDA COUNTY OF: \_\_\_\_\_\_ Escambia

My Commission expires: August 29, 2023

Notary Public

SUSAN M WIECZOREK otary Public - State of Florida Commission # GG 366747 Comm. Expires Aug 29, 2023 Bonded through National Notary Assn

# **DEBARMENT FORM**

## Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Jim Waite	Title: Executive Vice President
Signature	
Firm: Baskerville-Donovan, Inc.	
Street Address: 449 West Main Street	
City: Pensacola	
State: FL Zip Code: 32502	

Solicitation Name Design Services Contracts for Professional Engineering Services # RFQ 21-006

# **CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

Yes:No:	]
Name(s) NA	Position(s)
NA	

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

FIRM NAME: Baskerville-Donovan, Inc.		
BY (PRINTED): Jim Waite	-sp.k.	
BY (SIGNATURE):		
TITLE: Executive Vice President		
ADDRESS: 449 West Main Street, Pensacola	State_FL	_Zip Code 32502
PHONE NO: 850.438.9661		
E-MAIL: jwaite@baskervilledonovan.com		
Date: January 11, 2021		

# **REFERENCES FORM**

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

# YOUR FIRMS NAME Baskerville-Donovan, Inc.

PROPOSAL POINT OF CONTACT_	Jim Waite	PHONE <b>850.438.9661</b>
EMAIL jwaite@baskervilledonovan.co	om	

## **REFERENCE I.**

PROJECT NAME: Pensacola Beach Dune Walkovers

AGENCY: Santa Rosa Island Authority

ADDRESS: 1 Via De Luna Drive

CITY, STATE, ZIP CODE: Gulf Breeze, FL 32561

CONTACT PERSON: Paolo Ghio

TITLE: General Manager

EMAIL: paolo\_ghio@sria-fla.com

TELEPHONE: 850-932-2257

PROJECT COST: \$1.1m

COMPLETION DATE: 2016

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

Dune walkovers along Pensacola Beach. Work included permitting, survey, and design

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Scott Mills, Surveyor; Jeff Huggins, Civil Engineer; Mike Langston, Civil Engineer; Hilary Bauer, Civil Engineer

#### **REFERENCE II.**

PROJECT NAME: Gill-Bass Park

AGENCY: City of Milton

ADDRESS: 6738 Dixon Street

CITY, STATE, ZIP CODE: Milton, FL 32502

CONTACT PERSON: Randy Jorgenson

TITLE: City Manager

EMAIL: rjorgenson@miltonfl.org

TELEPHONE: 850-983-5411

PROJECT COST: **\$657,000** 

COMPLETION DATE: 2017

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

**CDBG Funded project Park renovation project** 

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form): Jeff Huggins, Civil Engineer; Scott Mills, Surveyor; Jason Frick, Civil Engineer

#### **REFERENCE III.**

PROJECT NAME: \_\_\_\_\_\_ Berth Avenue Bridge Design & Survey

AGENCY: City of Callaway

ADDRESS: 6610 East Highway 22

CITY, STATE, ZIP CODE: Callaway, FL 32404

CONTACT PERSON: Eddie Cook

TITLE: City Manager

EMAIL: citymanager@cityofcallaway.com

TELEPHONE: 850-215-6691

PROJECT COST: \$3.65m

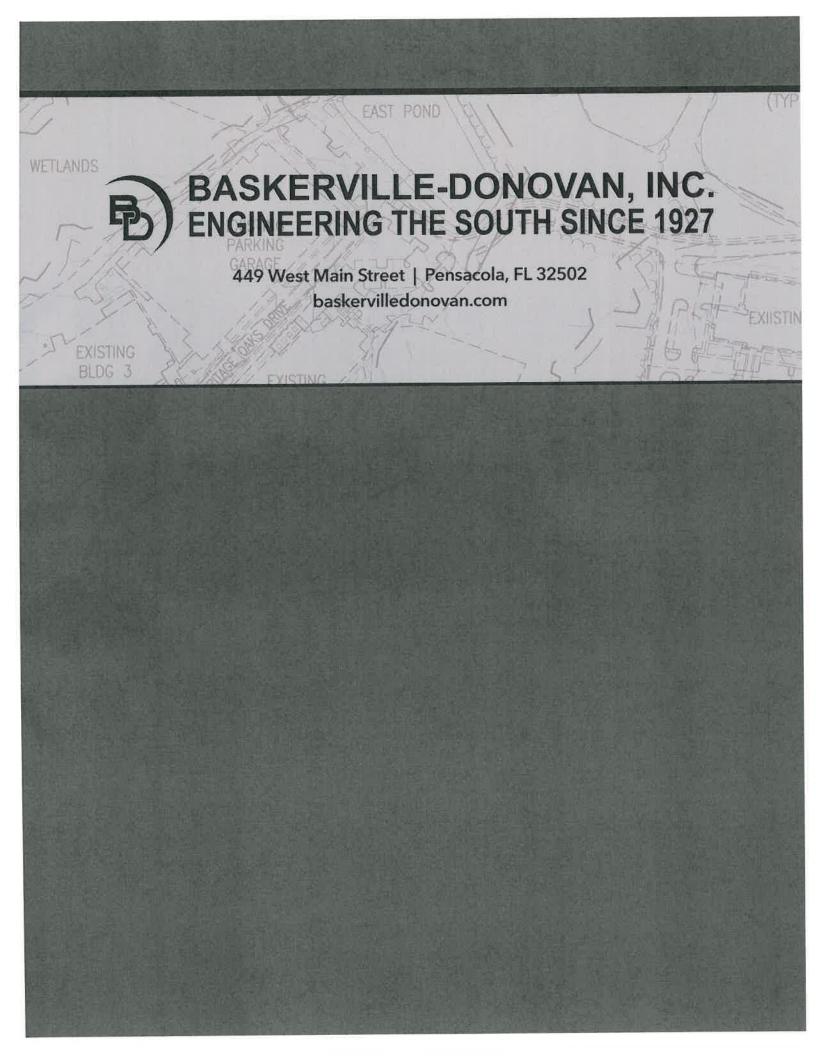
COMPLETION DATE: Design complete in 2020

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items: (You may attach information to this form)

FEMA funded project for a bridge project to replace a culvert on Berthe Avenue. Included survey, permitting, and design

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Mike Langston, Civil Engineer; Dilon Draughn, Engineering intern; Scott Mills, Surveyor





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

# **ADDENDUM FORM**

SRC Procurement Form ADM\_029\_00\_082819

From: Procurement Office

Date: December 31, 2020

Ref: Addendum #2 for RFQ 21-006 Design Services Contract for Professional Engineering Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

## I. SPECIFIC QUESTIONS AND ANSWERS

1. Will you please make available the Santa Rosa County's Procurement and Purchasing Policy Manual?

https://santarosacofl-my.sharepoint.com/:b:/g/personal/brandyk\_santarosa\_fl\_gov/EZPgAG34ZlKiF0sCRiseHAB\_Oci7F8iVined6VLNoodtw?e=vHUGDf

- 2. The scoring matrix specifies respondents are to "Provide 3 reference letters regarding 3 different projects for similar public sector projects." The proposal requirements specify 10 projects and 5 references. Please confirm how many projects and how many references are required. Revised the Scoring Matrix as follows: Provide reference letters as stated in the proposal. (See Attached)
- 3. Federal Funding Requirements: the bid documentation includes information about compliance with 2 CFR 200.321. The first paragraph of this section reads: "The selected firm will be required to provide said documentation after the selection process has been completed:..." The third bullet point of this section reads: "Documentation, including what firms were solicited as supplies and/or sub-contractors, as applicable, shall be included with the bid proposal." Please clarify at what point minority and/or women's business enterprise documentation must be provided. Strikethrough last sentence (see attachment): Documentation, including what firms were solicited as supplies and/or sub-contractors, as applicable, shall be included with the bid proposal."
- Tab 6 Similar Project Experience Are the 10 projects a maximum to include? May we include additional to show relevant project experience? Tab 6 has been revised to allow no more than 20 projects. (See Attached)

Office: 850.983.1870 | Fax: 850.983.1860 | www.santarosa.fl.gov

APPENDIX A RFQ EVALUATION CRITERIA SCORING MATRIX

> EMERGENCY SERVCIES CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES			Name	Names of Firms	
Evaluation Factors	Points Available	- WAI)	2 WALT	<sup>c</sup> Malla	S WALL
Understanding of Request and inclusion of all required documentation	20				
Ability to devote the needed time and staff resources to the project based on current workload to commence services and complete services within time parameters	20				
Demonstration of knowledge or unique qualifications for proposed project types for consultant staff to effectively administer the projects (design/permitting).	10				
Firm's designation as certified minority business enterprise, women's business enterprise, or labor surplus firm.	S				
Firms previous experience with design on federally funded projects.	10				
Project personnel's experience in public sector federally funded projects. Provide an example for each design staff member proposed.	10				
Similar project experience and performance in design and permitting with the project types.	0				
Firm's QA/QC procedures (record keeping, QA/QC for design standards, communication to client)	v				
Firm's reputation and completence including technical education, training, timeliness, cost control and quality of work. Provide 3 reference letters as stated in the proposal requirements regarding 3 different projects for similar public sector projects.	10				
TOTAL POINTS:	100				

DIRECTIONS: Score each firm in each category. In the event of a tie, an alternate evaluator will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tiebreaker.

10 = Missing key elements5 = Missing key elements1 = Missing key elements

15 = Good 10 = Good 3 = Good

20 = Perfect 10 = Perfect 5 = Perfect

20 Point scale: 10 Point scale: 5 Point scale:

Point Spread (score can be between ranges below)

Evaluator's Name:

Signature: Time spent reviewing submittals:

hrs

Date:

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as-needed basis, based upon task orders to be issued by the County under the continuing services contracts. The contracts shall be renewed automatically on an annual basis, unless terminated by the County in writing, for a maximum of three (3) years from the date of execution.

#### **Anticipated Schedule and Deadlines**

Proposals will be immediately evaluated and ranked following the proposal due date as outlined in the evaluation criteria and selection process. It is expected that the Board of County Commissioners will approve the highest-ranking firms. The top three (3) firms that are ranked as most qualified should be prepared to provide a scope of work and fee proposal in an expedited manner. The County Administrator, or his designee, will assign the anticipated projects to the selected firms. Upon contract execution and issuance of a Notice to Proceed, the selected firms will be expected to immediately commence design efforts.

#### Federal Funding Requirements

The anticipated projects will be submitted for consideration of federal funding programs. As such, the federal requirements for selected engineering firm(s) and all sub-contractor(s) must comply with Code of Federal Regulations (2 CFR Part 200), Appendix II. The selected firm(s) will be required to provide said documentation after the selection process has been completed:

- Certification that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this project by any Federal department or agency.
- Submit a Truth in Negotiation Certification form which will be included as an attachment to the Standard Professional Services Agreement.
- Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms: The selected engineering firm 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 subcontractor 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 bidproposal.

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#### Tab 6 – Similar Project Experience

Identify ten (10) (but no more than twenty (20)) of the firm's prior project experience, within the last five years, specific to surveying; geotechnical services; engineering design, stormwater design, environmental design, piers, docks and boat ramps, development of construction plans; project cost estimates; bid document preparation; post construction engineering services and other miscellaneous engineering and planning services. Please detail dollar value of each related contract and your time schedule for accomplishing the respective phases of basic services. Indicate the individuals on your staff who had responsibility for each project and whether these people are still with your firm.

#### Tab 7 – Professional References

Provide a list of references with names, titles, phone numbers and e-mail addresses of persons representing the owner and general contractor for at least five (5) similar projects identified in Tab 6.

#### Selection Process and Criteria

Professional services are being procured in accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055) and Office of Management and Budget Uniform Guidance for Federal Awards (2 CFR 200). The selection process will also be in accordance with the most current version of *Santa Rosa County's Procurement and Purchasing Policy Manual*, which is available upon request.

The most highly qualified firm(s) will be selected based on such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; current and projected workloads of the firm; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Other factors that may be considered include a demonstrated knowledge of federal grant programs including familiarity with FEMA's Benefit Cost Analysis technical process as well as prior design experience with Santa Rosa County specific to federally funded projects.

The criteria and weighting that will be used to evaluate and score proposals is outlined on the Evaluation Criteria and Scoring Form, attached as Exhibit B.

Representatives from the County Engineering Department and Procurement Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L| Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

# **ADDENDUM FORM**

SRC Procurement Form ADM\_029\_00\_082819

To: Planholders

From: Procurement Office

Date: December 31, 2020

Ref: Addendum #2 for RFQ 21-006 Design Services Contract for Professional Engineering Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

## I. SPECIFIC QUESTIONS AND ANSWERS

1. Will you please make available the Santa Rosa County's Procurement and Purchasing Policy Manual?

https://santarosacofl-my.sharepoint.com/:b:/g/personal/brandyk\_santarosa\_fl\_gov/EZPgAG34ZlKiF0sCRiseHAB\_Oci7F8iVined6VLNoodtw?e=vHUGDf

- 2. The scoring matrix specifies respondents are to "Provide 3 reference letters regarding 3 different projects for similar public sector projects." The proposal requirements specify 10 projects and 5 references. Please confirm how many projects and how many references are required. Revised the Scoring Matrix as follows: Provide reference letters as stated in the proposal. (See Attached)
- 3. Federal Funding Requirements: the bid documentation includes information about compliance with 2 CFR 200.321. The first paragraph of this section reads: "The selected firm will be required to provide said documentation after the selection process has been completed:..." The third bullet point of this section reads: "Documentation, including what firms were solicited as supplies and/or sub-contractors, as applicable, shall be included with the bid proposal." Please clarify at what point minority and/or women's business enterprise documentation must be provided. Strikethrough last sentence (see attachment): Documentation, including what firms were solicited as supplies and/or sub-contractors, as applicable, shall be included with the bid proposal."
- 4. Tab 6 Similar Project Experience Are the 10 projects a maximum to include? May we include additional to show relevant project experience? Tab 6 has been revised to allow no more than 20 projects. (See Attached)

- Mm/

Office: 850.983.1870 | Fax: 850.983.1860 | www.santarosa.fl.gov

APPENDIX A RFQ EVALUATION CRITERIA SCORING MATRIX

> EMERGENCY SERVCIES CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES			Name	Names of Firms	
Evaluation Factors	Points Available	- 1431.)	2 WALL	e wala	* Welly
Understanding of Request and inclusion of all required documentation	20				
Ability to devote the needed time and staff resources to the project based on current workload to commence services and complete services within time parameters	20				
Demonstration of knowledge or unique qualifications for proposed project types for consultant staff to effectively administer the projects (design/permitting).	10				
Firm's designation as certified minority business enterprise, women's business enterprise, or labor surplus firm.	S	and a			
Firms previous experience with design on federally funded projects.	10				
Project personnel's experience in public sector federally funded projects. Provide an example for each design staff member proposed.	10	1			
Similar project experience and performance in design and permitting with the project types.	01				
Firm's QA/QC procedures (record keeping, QA/QC for design standards, communication to client)	v)				
Firm's reputation and competence including technical education, training, timeliness, cost control and quality of work. Provide 3 reference letters as stated in the proposal requirements regarding 3 different projects for similar public sector projects.	10				
TOTAL POINTS:	100				

DIRECTIONS: Score each firm in each category. In the event of a tie, an alternate evaluator will be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tiebreaker.

Evaluator's Name:

Signature: Time spent reviewing submittals:

Date:

2 L

 10 Point scale:
 10 = Perfect
 10 = Good
 5 = Missing key elements

 5 Point scale:
 5 = Perfect
 3 = Good
 1 = Missing key elements

10 = Missing key elements

15 = Good

20 = Perfect

20 Point scale:

Point Spread (score can be between ranges below)

as-needed basis, based upon task orders to be issued by the County under the continuing services contracts. The contracts shall be renewed automatically on an annual basis, unless terminated by the County in writing, for a maximum of three (3) years from the date of execution.

#### Anticipated Schedule and Deadlines

Proposals will be immediately evaluated and ranked following the proposal due date as outlined in the evaluation criteria and selection process. It is expected that the Board of County Commissioners will approve the highest-ranking firms. The top three (3) firms that are ranked as most qualified should be prepared to provide a scope of work and fee proposal in an expedited manner. The County Administrator, or his designee, will assign the anticipated projects to the selected firms. Upon contract execution and issuance of a Notice to Proceed, the selected firms will be expected to immediately commence design efforts.

## Federal Funding Requirements

The anticipated projects will be submitted for consideration of federal funding programs. As such, the federal requirements for selected engineering firm(s) and all sub-contractor(s) must comply with Code of Federal Regulations (2 CFR Part 200), Appendix II. The selected firm(s) will be required to provide said documentation after the selection process has been completed:

- Certification that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this project by any Federal department or agency.
- Submit a Truth in Negotiation Certification form which will be included as an attachment to the Standard Professional Services Agreement.
- Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms: The selected engineering firm 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 subcontractor 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 bidproposal.

A-M

#### Tab 6 – Similar Project Experience

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#### Tab 7 – Professional References

Provide a list of references with names, titles, phone numbers and e-mail addresses of persons representing the owner and general contractor for at least five (5) similar projects identified in Tab 6.

#### Selection Process and Criteria

Professional services are being procured in accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055) and Office of Management and Budget Uniform Guidance for Federal Awards (2 CFR 200). The selection process will also be in accordance with the most current version of *Santa Rosa County's Procurement and Purchasing Policy Manual*, which is available upon request.

The most highly qualified firm(s) will be selected based on such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; current and projected workloads of the firm; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Other factors that may be considered include a demonstrated knowledge of federal grant programs including familiarity with FEMA's Benefit Cost Analysis technical process as well as prior design experience with Santa Rosa County specific to federally funded projects.

The criteria and weighting that will be used to evaluate and score proposals is outlined on the Evaluation Criteria and Scoring Form, attached as Exhibit B.

Representatives from the County Engineering Department and Procurement Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

# **EXHIBIT C**

## SCHEDULE A BASIS OF COMPENSATION

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

## [SHOULD BE SPECIFIC TO EACH PARTICULAR TYPE OF SERVICE BEING PROVIDED BY CONSULTANT – MAY BE LUMP SUM PAYABLE IN PARTS BASED ON PROVIDING DELIVERABLES TO COUNTY OR MAY BE PAID MONTHLY. SOME SERVICES MAY BE PAID BASED ON AN HOURLY WAGE. HOURLY RATES FOR HOURLY WORK SHOULD ALSO BE STATED HERE.]

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.

b. Consultant overhead including field office facilities.

c. Overtime not authorized by County.

d. Expenses for copies, reproductions, postage, handling, express delivery, and longdistance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

# EXHIBIT D

## Appendix B Santa Rosa County Contractors/Business Insurance Requirements November 2017

The submitter receiving an award will obtain or possess the following insurance coverage's and will provide Certificates of Insurance to the OWNER to verify such coverage.

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Contractor will provide a copy of their Exemption Certificate and Articles of Incorporation if claiming exception to Workers Compensation requirement. The Division of Workers' Compensation offers an online system for applicants to apply for or renew a Certificate of Election to be Exempt from Florida's Workers' Compensation Law, modify an exemption application, or print their certificate. The website is wc\_exemption@myfloridacfo.com.

Architects and Engineers Professional Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$3,000,000 aggregate.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage.

This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

**Special Requirements:** 

1) Prior to execution of a contract or agreement, certificates of insurance will be produced

that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on the commercial general liability policy, including products/completed operations coverage.
- b. Santa Rosa County shall be named as an additional insured on the business auto liability policy.
- c. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
- 3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.
- 4) In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

# EXHIBIT E

#### Nondiscrimination

1. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest, agrees as follows:

- a. <u>Compliance with Regulations</u>: The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time: **Title VI List of Pertinent Nondiscrimination Acts and Authorities** 
  - 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).

- b. <u>Nondiscrimination</u>: The Consultant, 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. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: In all solicitations, either by competitive bidding or negotiation made by the Consultant 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. <u>Information and Reports</u>: The Consultant 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 Consultant 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. <u>Sanctions for Noncompliance</u>: In the event of a Consultant's noncompliance with the nondiscrimination 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 Consultant 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 Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.