

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/28/2022

Contract/Lease Control #: C22-3250-WS

Procurement#: RFQ WS 46-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: BASKERVILLE-DONOVAN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2025 W/2 1 YR RENEWALS

Description of: GENERAL ENG SERVICES FOR WS

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7172

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

C22-380W

Procurement/Contract/Lease Number: 46-22 Tracking Number: 4927-22
Procurement/Contractor/Lessee Name: Easterville Osmun Grant Funded: YES ___ NO X
Purpose: General Eng Sns WS
Date/Term: 3yrs w/ 2yr renewal 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: VARIOUS 3. \$50,000 OR LESS
Amount: per task order
Department: WS Dept. Monitor Name: Lithell

Purchasing Review
Procurement or Contract/Lease requirements are met:
[Signature] Date: 9-9-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: NO Federal Buy Grant Name: _____

Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review
Approved as written: See email attached Date: 8-11-22

Risk Manager or designee Kristina LoFria

County Attorney Review
Approved as written: See email attached Date: 9-9-22

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Thursday, August 11, 2022 1:59 PM
To: DeRita Mason
Subject: RE: 46-22

DeRita,

Good afternoon, this is approved by Risk for insurance purposes.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



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

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, September 9, 2022 12:52 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: 46-22 remaining agreements-Urgent

These are approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, September 9, 2022 1:48 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: lhoshihara@myokaloosa.com
Subject: 46-22 remaining agreements-Urgent
Importance: High

Ladies,

Here are the final four agreements that go with the Ardurra one that was just approved.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
BASKERVILLE-DONOVAN, INC.

Filing Information

Document Number	214937
FEI/EIN Number	59-0857184
Date Filed	08/26/1958
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/01/1990
Event Effective Date	NONE

Principal Address

449 W MAIN ST.
PENSACOLA, FL 32502

Changed: 04/16/2004

Mailing Address

449 W MAIN ST.
PENSACOLA, FL 32502

Changed: 04/16/2004

Registered Agent Name & Address

DONOVAN, FRED C
449 W MAIN ST.
PENSACOLA, FL 32502

Address Changed: 04/16/2004

Officer/Director Detail

Name & Address

Title Chairman

DONOVAN, SR. FRED C
502 N. 20TH AVE.
PENSACOLA, FL 32501

Title President, CEO

HILL, T. KEITH
3400 River Gardens Circle
PENSACOLA, FL 32514

Title VC, EVP

DONOVAN, FRED C., JR.
1517 North 19th Ave
PENSACOLA, FL 32503

Title EVP, CMO

Waite , Jim L.
449 W MAIN ST.
PENSACOLA, FL 32502

Title Executive Secretary

Zelius, Cynthia
7621 Northpointe Dr.
Pensacola, FL 32514

Title Treasurer

Koontz, Kathleen
665 PALOMAR DR
APT 206
PENSACOLA, FL 32507

Annual Reports

Report Year	Filed Date
2021	01/25/2021
2022	01/26/2022
2022	04/27/2022

Document Images

<u>04/27/2022 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/26/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/20/2021 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/13/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/11/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/25/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/08/2015 -- ANNUAL REPORT</u>	View image in PDF format

<u>03/03/2014 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/01/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/24/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/16/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/28/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/04/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/28/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/12/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/30/1995 -- ANNUAL REPORT</u>	View image in PDF format



BASKERVILLE-DONOVAN INC

Unique Entity ID MPXCPZRAJ433	CAGE / NCAGE 0G0T4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 22, 2023	
Physical Address 449 W Main ST Pensacola, Florida 32502-5591 United States	Mailing Address 449 West Main Street Pensacola, Florida 32502-5591 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 01	State / Country of Incorporation Florida / United States	URL (blank)

Registration Dates

Activation Date Jun 24, 2022	Submission Date Jun 22, 2022	Initial Registration Date Jul 31, 2001
--	--	--

Entity Dates

Entity Start Date Jan 1, 1936	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
--	--	--

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
0G0T4

Electronic Business

☒
Travis O Hyman

1201 Montlimar Drive
Suite 650
Mobile, Alabama 36609
United States

Kathleen Koontz

449 West Main Street
Pensacola, Florida 32502
United States

Government Business

☒
Travis O Hyman

1201 Montlimar Drive
Suite 650
Mobile, Alabama 36609
United States

FREDERICK C Donovan, Jr

1201 Montlimar Drive
Suite 650
Mobile, Alabama 36609
United States

Past Performance

☒
Travis Hyman

449 West Main ST.
Suite 650
Pensacola, Florida 32502
United States

Travis O Hyman

1201 Montlimar Drive
Suite 650
Mobile, Alabama 36609
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541320	Landscape Architectural Services
	541360	Geophysical Surveying And Mapping Services
	541410	Interior Design Services

Product and Service Codes

PSC	PSC Name
C1BD	Architect And Engineering- Construction: Airport Runways And Taxiways
C1BZ	Architect And Engineering- Construction: Other Airfield Structures



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 794215439 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5091275910	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CWP0684938	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4027179086	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WVC8400023586	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	AEH276170839	1/29/2022	1/29/2023	Professional & Pollut 2,000,000
D	Contractors Equipment	N	N	4027179184	9/1/2022	9/1/2023	Leased & Rented 50,000 Max per item 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella does not go over the Professional/Pollution Liability
 PROJECT: General Engineering Services for Okaloosa County Water & Sewer, RFQ WS 46-22 Okaloosa County BCC is included as additional insured with regards to the general liability and automobile liability coverage when required by written contract. Waiver of subrogation applies in favor of Okaloosa County BCC with regards to the general liability, automobile liability and workers compensation coverage when required by written contract.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



Board of County Commissioners Purchasing Department

State of Florida

Date: August 12, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ WS 46-22

General Engineering Services for Okaloosa County Water and Sewer Department

Okaloosa County would like to thank all businesses, which submitted responses to provide General Engineering Services to Okaloosa County Water and Sewer Department. (RFQ WS 46-22)

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

Ardurra Group, Inc.
1988 Lewis Turner Blvd, Unit 3
Fort Walton Beach, FL 32547

Baskerville, Donovan, Inc.
449 West Main Street
Pensacola, FL 32502

HDR Engineering, Inc.
25 W. Cedar Street, Suite 200
Pensacola, FL 32503

Jacobs Engineering Group, Inc.
25 W. Cedar Street, Suite 350
Pensacola, FL 32502

Poly, Inc.
P.O. Box 841
Shalimar, FL 32579

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

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

Respectfully,



Jeffrey Hyde
Purchasing Manager

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (Master Services Agreement)

Between
The Board of County Commissioners of Okaloosa County
And
BASKERVILLE-DONOVAN, INC.

This Agreement made on Sept 20, 2022 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Baskerville-Donovan, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 449 West Main Street, Pensacola, FL 32502.

RECITALS

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

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

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated July 13, 2022 in response to RFQ #WS 46-22.

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

SECTION 1. BASIC SERVICES

1.1. Recitals. The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #WS 46-22 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

1.2. Basic Services. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

All professional services required to complete any public water and wastewater infrastructure project including, but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater

CONTRACT: C22-3250-WS
BASKERVILLE-DONOVAN, INC.
GENERAL ENG SERVICES FOR WS
EXPIRES: 09/30/2025 W/2 1 YR RENEWALS

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (Master Services Agreement)

Between
The Board of County Commissioners of Okaloosa County
And
BASKERVILLE-DONOVAN, INC.

This Agreement made on _____, 2022 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Baskerville-Donovan, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 449 West Main Street, Pensacola, FL 32502.

RECITALS

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

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

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated July 13, 2022 in response to RFQ #WS 46-22.

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

SECTION 1. BASIC SERVICES

1.1. Recitals. The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #WS 46-22 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

1.2. Basic Services. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

All professional services required to complete any public water and wastewater infrastructure project including, but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater

treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the COUNTY's Capital Improvement Plan or under the purview of the Water & Sewer Department or another COUNTY department.

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

1.3. Term of AGREEMENT. This AGREEMENT will become effective from October 1, 2022, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2025. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY

3.1. The COUNTY's Responsibilities. It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:

- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
- 3.1.2. Arranging for and holding promptly any required meetings.
- 3.1.3. Provide boundary and topographical surveys of the APWRF property. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
- 3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
- 3.1.5. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.

- 3.1.6. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. General CONSULTANT Obligations.

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

SECTION 5. Contractor Indemnification and Claims.

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.
- 5.4. **Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs,

arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

SECTION 6. TIME SCHEDULE

6.1. Authorization. Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.

6.2. Additional Services. Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

7.1. Method of Payment. For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.

7.2. Payment by the COUNTY. The COUNTY will process payment to the CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoice.

7.3. Compensation. The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on either a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.

- 7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.
- 7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES

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

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

- 10.1. Convenience of the COUNTY.** The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.
- 10.2. Adjustment for Delay or Suspension of Work.** If the performance of all or any part of the CONSULTANT's services is suspended, delayed, or interrupted for the convenience of the COUNTY, an appropriate extension of time and compensation shall be made, and the AGREEMENT modified in writing accordingly. In the event CONSULTANT is delayed in performance of Services by any act or neglect of the COUNTY, or anyone for whom the COUNTY is responsible, then CONSULTANT's compensation and the work

schedule shall be equitably adjusted in writing. CONSULTANT's work schedule shall be equitably adjusted in writing for delays due to or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT and the COUNTY. In the event delays are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

SECTION 11. TERMINATION OF AGREEMENT

- 11.1. Written Notice.** This AGREEMENT may be terminated by the COUNTY, without cause or for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.
- 11.2. Adjustment for Services Performed.** In the event that this AGREEMENT is terminated by either party, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments, unless otherwise agreed.
- 11.3. Termination for non-adherence to Public Records.** This AGREEMENT may be unilaterally canceled by the COUNTY for unlawful refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material made or received by the CONSULTANT in conjunction with this AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

SECTION 12. INSURANCE

- 12.1. CONSULTANT's Coverage.** Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.
- 12.2. Additional Insured.** The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage.** The minimum required coverage is the following:
 - 12.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.

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

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

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

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

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

SECTION 13. GENERAL PROVISIONS

13.1. Successors. This AGREEMENT is binding on the successors and assigns of the COUNTY and CONSULTANT. The AGREEMENT may not be assigned by CONSULTANT in whole or in part to any third parties without the written consent of the COUNTY.

13.2. Independent Contractor. CONSULTANT represents that it is an independent contractor and is not an employee of the COUNTY and CONSULTANT shall be solely responsible for, at its own expense, withholding of all taxes, social security and insurance payments for its employees or agents. Under no circumstances shall CONSULTANT or any of CONSULTANT's employees look to the COUNTY as his/her employer, or as partner, agent or principal. Neither CONSULTANT nor its employees shall be entitled to any benefits accorded to the COUNTY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

13.3. Notices. Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party. All notices required in this AGREEMENT shall be in writing to the Designated Representative listed below:

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name: Jeff Littrell
Title: Director
Company: Okaloosa County Water and Sewer
Department
Address: 1804 Lewis Turner Boulevard
Fort Walton Beach, FL 32547
Telephone: 850.651.7172
Facsimile: 850.651.7193
E-Mail: jlittrell@co.okaloosa.fl.us

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: T. Keith Hill, PE
Title: President, CEO
Company: Baskerville-Donovan, Inc.
Address: 449 West Main Street
Pensacola, FL 32502

Telephone: 850-438-9661
Facsimile: _____
E-Mail: khill@baskervilledonovan.com

13.3.1.3 Courtesy copy to:

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

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

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

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

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #WS 46-22, 2022.

13.4.3. Exhibit C - Standard Contract Clauses-Title VI

- 13.5. Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- 13.6. Compliance with the Law.** CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
- 13.7. Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. Covenants.**
- 13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.
- 13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

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

13.11. Confidentiality and Public Records.

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

13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

13.11.3. Public Records. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@myokaloosa.com.** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 13.12. Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.13. Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.
- 13.17. CONSULTANT's Personnel at Construction Site.**
- 13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
- 13.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

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

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

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

- 14.1.1. **Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.
- 14.1.2. **Advertisements, Permits, and Access.** Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or project construction.
- 14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 14.1.4. **Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

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

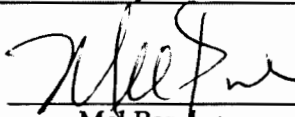
SECTION 15. AUTHORIZATION FOR EXECUTION

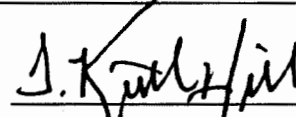
15.1.1. **Execution Authority.** This AGREEMENT is a valid and authorized undertaking of the COUNTY and CONSULTANT. The representatives of the COUNTY and CONSULTANT who have signed below have been authorized to do so.

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

The COUNTY
Board of County Commissioners of
Okaloosa County

CONSULTANT
Baskerville-Donovan, Inc.

By: 
Mel Ponder

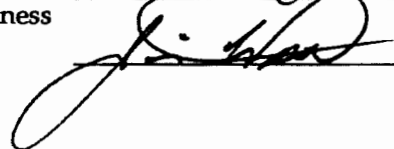
By: 

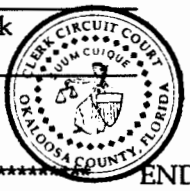
Title: Chairman

Title: President/CEO

Attested: 
J.D. Peacock II, Clerk

Witness 1: 

Witness 2: 



***** END *****

Exhibit "A"

Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCWS.



STANDARD HOURLY BILLING RATES

CATEGORY	2022	2023 -2025	2026 - 2027
Intern/Co-Op	\$ 60.00	\$ 63.00	\$ 66.00
Office Administrator	\$ 80.00	\$ 84.00	\$ 88.00
Systems Administrator	\$ 70.00	\$ 74.00	\$ 78.00
Chief Information Security Officer	\$ 190.00	\$ 200.00	\$ 210.00
Graphic Designer	\$ 70.00	\$ 74.00	\$ 78.00
Marketing Coordinator	\$ 75.00	\$ 79.00	\$ 83.00
Rodman/Chainman	\$ 60.00	\$ 63.00	\$ 66.00
Instrument Man	\$ 60.00	\$ 63.00	\$ 66.00
Party Chief	\$ 85.00	\$ 90.00	\$ 95.00
Project Surveyor	\$ 100.00	\$ 105.00	\$ 110.00
Survey Market Director	\$ 175.00	\$ 184.00	\$ 193.00
Project Representative	\$ 90.00	\$ 95.00	\$ 100.00
Draftsman/Technician I	\$ 70.00	\$ 74.00	\$ 78.00
Draftsman/Technician II	\$ 80.00	\$ 84.00	\$ 88.00
Draftsman/Technician III	\$ 90.00	\$ 95.00	\$ 100.00
Engineer Intern I	\$ 115.00	\$ 121.00	\$ 127.00
Engineer Intern II	\$ 130.00	\$ 137.00	\$ 144.00
Engineer I	\$ 135.00	\$ 142.00	\$ 149.00
Engineer II	\$ 140.00	\$ 147.00	\$ 154.00
Engineer III	\$ 150.00	\$ 158.00	\$ 166.00
Engineer III/PM	\$ 170.00	\$ 179.00	\$ 188.00
Senior Landscape Architect	\$ 180.00	\$ 189.00	\$ 198.00
Senior Engineer /PM	\$ 200.00	\$ 210.00	\$ 221.00
VP/Market Director	\$ 225.00	\$ 237.00	\$ 249.00
Senior Executive	\$ 250.00	\$ 263.00	\$ 276.00

Exhibit "B"
Consultant's Proposal



BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927

RFQ WS 46-22

General Engineering Services for Okaloosa County Water & Sewer



A photograph of a white water tower with a blue band around its top. The band features the text "NORTHWEST EMERALD FLORIDA'S" in white, with a stylized palm tree logo in the center. The tower is set against a clear blue sky with some palm fronds visible in the lower right corner.

NORTHWEST
EMERALD
FLORIDA'S

Table of Contents

1. Letter of Interest.....	pg. 04
2. Past Record of Professional Accomplishments.....	pg. 07
3. Firm's Qualifications.....	pg. 11
4. Performance Assurance.....	pg. 16
5. Responsiveness of the Submittals.....	pg. 20
6. Proposed Project Team	pg. 22
7. Regulatory and Grant Experience.....	pg. 31
8. References.....	pg. 35
9. Additional Information and Comments.....	pg. 37
10. Business Credentials and Other.....	pg. 39



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
General Engineering Services for Okaloosa County Water & Sewer

RFQ NUMBER:
RFQ WS 46-22

ISSUE DATE: June 20, 2022

LAST DAY FOR QUESTIONS: June 30, 2022 at 3:00 P.M. CST

RFQ OPENING DATE & TIME: July 13, 2022 at 3:00 P.M. CST

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

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

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

COMPANY NAME Baskerville-Donovan, Inc.

MAILING ADDRESS
449 West Main Street

CITY, STATE, ZIP Pensacola, FL 32502

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

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

EMAIL: khill@baskervilledonovan.com

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

AUTHORIZED SIGNATURE: 

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

TITLE: President/CEO

DATE: 7/6/22

Rev: September 22, 2015

**GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER
RFQ WS 46-22**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **General Engineering Services for Okaloosa County Water & Sewer**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST July 13, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:
DeRita Mason, Sr. Contracts and Lease
Coordinator
850-589-5960
dmason@myokaloosa.com

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):
GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER**

GENERAL INFORMATION/SCOPE OF SERVICES

It is the intent of Okaloosa County, on behalf of its Water & Sewer Department (OCWS), to contract with multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services;; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the County's Capital Improvement Plan or under the purview of the Water & Sewer Department or another County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

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

The term of this contract will be for three (3) years. The County reserves the right to renew any contract for two (2) one year contract periods. The terms of the renewal periods will be negotiated up front and finalized into the initial three-year contract.

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

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

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

QUALIFICATION PREPARATION INSTRUCTIONS

The Request for Qualification (RFQ) and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFQ guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum. (Required forms are excluded from the total page count)

The Committee will review the Responses received unless determined to be non-responsive or non-responsible.

The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's understanding of the project, experience, organization, current workload, and the overall adherence to the RFQ. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top two or three firms.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

Response to the RFQ shall be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.
2. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform. Experience with programs similar in size and scope to those herein proposed. 20 points
3. **Firms Qualification:** Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects. Demonstrated expertise and experience in utilizing various design and modeling software. 15 points
4. **Performance Assurance:** Firm demonstrates a history and willingness to meet schedule and budget requirements; cites past water and sewer examples. Current workload and firm's capacity to perform future work. 20 points.
5. **Responsiveness** of the submittals clearly stating an understanding of the work to be performed for the County. 15 points
6. **Proposed Project Team and Work Proposes:** Proposal provides adequate information regarding the qualifications and responsibilities of the assigned team. Fields of work for which the firm is proposing to perform. Ability, capacity, and skill of the proposer to perform the services on a timely basis and accessibility to the County to appear in person for meetings upon one business day notice/request by the County. 15 points
7. **Regulatory and Grant Experience:** Submittal demonstrates a history of compliance with permitting requirements working with the following agencies: FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approval. An the extent of experience and past performance with grant/loan programs promulgated by FDEP, FDOT, FDEO, NFWFMD, EDC, SRF, USDA and other agencies. 10 points
8. **References:** Feedback from references, representative of past experience in the State of Florida similar to the services described herein. 5 points
9. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
10. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida

licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	06-20-2022
Deadline for Questions	06-30-2022 @ 3:00 P.M.
RFQ Response Due Date	07-13-2022 @ 3:00 P.M.
Selection Review Committee Meeting	08-10-2022 @ 9:00 P.M.
Recommend Award to BCC via ITA	08-12-2022
Contract Negotiations	08-22-2022 –08-26-2022
Finalize/Execute Agreement	09-6-2022

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include

Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property Damage
\$1,000,000 each occurrence Products and
completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |
| 5. | Professional Liability (E&O) | \$1,000,000 each claim |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the RFQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

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

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

Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

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

Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.

If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** –
A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.
5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.
6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
10. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
11. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
12. **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.

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

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

14. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
15. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
18. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

19. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period

of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.

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

20. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
21. **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 any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
22. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
23. **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.
24. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
25. **CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at¹²

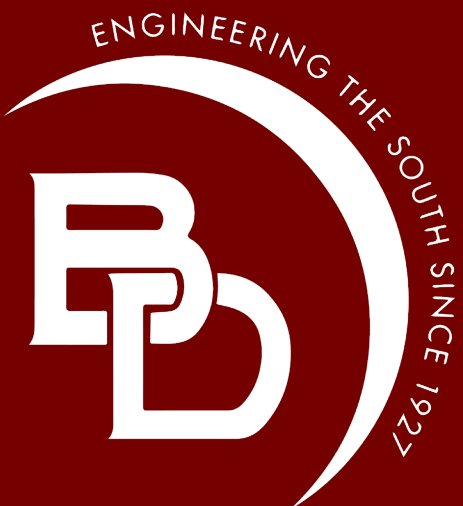
minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.

28. **INDEMNIFICATION & HOLD HARMLESS -CONSULTANT** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause
29. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.
30. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.
31. **MANDATORY DISCLOSURES**- The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

- a. Drug-Free Workplace Certification Form
- b. Conflict of Interest
- c. Federal E-Verify
- d. Cone of Silence Form
- e. Indemnification and Hold Harmless
- f. Addendum Acknowledgement
- g. Company Data
- h. System Award Management Form
- i. List of References
- j. Certification Regarding Lobbying
- k. Sworn Statement – Public Entity Crimes
- l. Governmental Debarment & Suspension
- m. Vendors on Scrutinized Companies List
- n. Certificate of Good Standing for the State of Florida-provided by contractor
- o. Federal Clauses
- p. Buy American Certificate
- q. American Rescue Plan Act Clauses

1. Letter of Interest



July 6, 2022

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

RE: GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER, RFQ WS 46-22

Dear Mr. Hyde,

Baskerville-Donovan, Inc. (BDI) has a clear understanding of the water and sewer work to be performed for Okaloosa County under this contract. BDI's professional staff has developed a strong reputation as an industry leader in the area of water and wastewater engineering and our professionals understand the critical role that an engineer plays in the responsible and progressive development of public infrastructure. Our team has the technical expertise and capabilities requested under this contract and they have completed numerous projects of similar size and scope, and we are prepared to work together with Okaloosa County staff to ensure that the schedule and budget of projects under this contract are met.

BDI is a multi-disciplinary firm with over nine decades of proven experience serving local government clients. In-house we provide water, sewer, and wastewater engineering design, civil engineering, and survey and mapping. We can complete feasibility and capacity studies, prepare plans and specifications, supply construction phase services, and obtain all necessary permits. Additionally, our team is prepared to assist our clients with grant administration and funding assistance, as well as the implementation of a Public Involvement Program.

As President/CEO, I, **Keith Hill, P.E.**, will serve as the point of contact and will ensure the success of all projects under this contract. I can be reached by phone at **(850) 438-9661 ext. 4348** or via email at khill@baskervilledonovan.com to assist County Staff throughout the lifecycle of this contract. The BDI corporate office is located at **449 West Main Street, Pensacola, Florida, 32502** and this will be the responsible office for this project. Our team regularly works on projects located throughout the Panhandle, and key staff members will be readily available to Okaloosa County in real-time when needed.

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

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

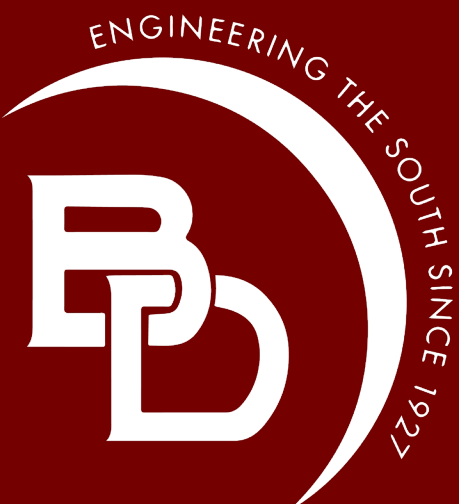
Respectfully submitted,

BASKERVILLE-DONOVAN, INC.



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

2. Past Record of Professional Accomplishments



Past Record of Professional Accomplishments

BDI has the knowledge and skills of our proven and experienced team members. It is our experience that demonstrates a well-informed and involved team provides our clients with superior products and services. Below is a sample list of completed projects or work performed:



GULF BREEZE REGIONAL WATER SYSTEM

Tiger Point WWTP Upgrade – Gulf Breeze, FL

(D: 2018 C: 2020) Project Cost: \$57 Million

This project consisted of upgrading the Tiger Point wastewater treatment plant from a 2.0 MGD plant to a 3.5 MGD. This consisted of the design of a new plant influent pump station, headworks, biological nutrient removal basins, secondary clarifiers, tertiary filters, chlorine contact chamber, reclaimed water pump station, and reclaimed water storage. Project responsibilities include conducting a hydraulic analysis of the entire plant.



DESTIN WATER USERS, INC.

Sand Filter Replacement Evaluation – Destin, FL

(D: 2016 – 2018 C: 2017 – 2018) Project Cost: \$413,912

This project consisted of providing engineering services for the design, permitting, and bidding tasks for the sand filter replacement project at the George F. French Water Reclamation Facility. BDI provided an analysis of the cloth media disk filtration technology to determine the feasibility of installing a disk filter. The basis of design was the Five Star Filter with contractual requirements for contractors to bear the cost of additional design efforts should a different disk filter be offered for the project. Preparation included site visits to obtain detailed knowledge of the project area and existing sand filter basin, and to conduct coordination meetings to discuss the phasing of the project in regard to process system operation. Scope of services included preparation of contract documents including contractual (front-end) documents, technical specifications, and drawings for the civil, mechanical, structural, and electrical design of the installation of the selected disk filtration unit in the basin of an existing traveling bridge sand filter.



DESTIN WATER USERS, INC.

U.S. Highway 98 Utility Relocation – Destin, FL

(D: 2015 – 2018 C: 2016 – 2018) Project Cost: \$3.9 Million

This project, under a continuing services contract, consisted of providing engineering services for the design, permitting, and construction of improvements adjacent to FDOT's roadway widening program. This project required extensive coordination between BDI, DWU, other utilities, FDEP, and FDOT. Improvements consisted of replacement of the water main extending from Well No. 2 into the intersection of Airport Road and U.S. Highway 98, an extension of the force main from Lift Station D-10, and planned sewer repair/rehabilitation within the portion of Scenic 98 east of U.S. Highway 98.



EMERALD COAST UTILITIES AUTHORITY

Bayou Marcus Water Reclamation Facility UV System Replacement – Pensacola, FL

(D: 2016 – 2018 C: 2017 - 2018) Project Cost: \$1.4 Million

This project consisted of the replacement of the Ultraviolet Disinfection System at the Bayou Marcus Water Reclamation Facility. BDI analyzed the hydraulics of the facility to maximize the elevation of the newly installed process. This effort allowed for raising the top of the wall of the disinfection process by 34" above the old process, which had previously been threatened by flooding from the surrounding wetlands during extended rainfall events. This upgrade allows for reduced hydraulic requirements, more precise measurement of plant flows, and scaling UV intensity to match instantaneous flows for more energy-efficient disinfection operations. BDI redesigned plant effluent piping to repurpose idle tankage, effectively doubling the effluent wet well capacity for the facility.



EMERALD COAST UTILITIES AUTHORITY

Bayou Marcus Water Reclamation Facility Ground Storage Tank – Pensacola, FL

(D: 2021 – ongoing) Project Cost: \$248,065

This project was to provide professional engineering services associated with the design, permitting, bidding, and engineering services during construction of an open-top emergency storage tank at the Bayou Marcus Water Reclamation Facility. The purpose of the tank will be for the storage of influent flows during abnormal weather events, to lessen the potential for SSOs, and flow equalization through the Water Reclamation Facility. The design will reflect the proposed ground storage tank location and piping connections to the existing site piping to transfer flows to the ground storage tank from the master lift station and return flows to the existing gravity sewer collection system.



CITY OF CALLAWAY

South Berthe Avenue Lift Station – Callaway, FL

(D: 2020 – 2021 C: 2022) Project Cost: \$506,407

This project was to provide professional engineering services to the City for the relocation of an existing gravity sewer and force main located in a sensitive estuarine and marine wetland. This included the need for a new eight-foot fiberglass duplex lift station located south of the Rogers Pond outfall into Callaway Bayou. Additional project elements include a re-routed gravity sewer into the new lift station and the installation of a new four-inch force main via horizontal directional drilling.



DESTIN WATER USERS, INC.

Water Reclamation Facility Headworks Improvements – Destin, FL

(D: 2019 – 2020 C: 2020-2022) Project Cost: \$4.1 Million

This project was to provide professional engineering services for the evaluation of the Water Reclamation Facility, constructed in 1982, as part of the facility’s third expansion. BDI started the project by evaluating the facility’s hydraulics and determining the best solution to install the primary treatment equipment cost-effectively while accommodating high influent flows. BDI worked closely with DWU to select screening and grit removal equipment systems that would treat the types of wastewater flows seen at the facility and that would best suit their operators from a maintenance standpoint. To mitigate the high instantaneous flows through the influent screens, an influent pump station was designed to shave peak flows and provide a steady, consistent flow.



MOBILE AREA WATER AND SEWER SYSTEM

Wastewater Treatment Plant Headworks & Primary Clarifier – Mobile, AL

(D: 2015-2018 C: 2016 - 2018) Project Cost: \$24 Million

This project was to provide professional engineering services to the MAWSS wastewater treatment plant for the headworks and primary clarifier replacement project. This project included the replacement of antiquated underperforming headworks and primary clarifiers with new screening and grit removal and four 110-foot circular primary clarifiers rated for 87 MGD peak flows. To economically locate the proposed structures on an open area of the existing constricted site and configure the new components for easy incorporation into a planned future plant modification, the project also included an intermediate pumping station. Several ancillary components along with a new septage receiving station for management of incoming septage and grease were included in this project.



CITY OF SOPCHOPPY

SR 61 Waterline Relocation – Sopchoppy, FL

(D: 2016 – 2017) Project Cost: \$118,865

This project was to provide professional engineering services while working closely with City staff to relocate existing utilities to prevent impact prior to the intersection realignment project. Elements of the project include the construction of approximately 2,550 LF of 8” PVC water main, removal of 2,400 LF of 8” and 6” water main, and the installation of valves, fittings, hydrants, and other accessory materials necessary for a completed and operational distribution water main. BDI provided permitting, bidding, and CEI services.



CITY OF MILTON

Blackwater River Directional Drill – Milton, FL

(D: 2021 C: 2021) Project Cost: \$1.1 Million

This project was to provide surveying, permitting, and design for an effluent pipeline from the proposed East Milton Wastewater Treatment Plant (EMWWTP) for disposal via rapid infiltration basins (RIBs) north of NAS Whiting Field. When that site was deemed unavailable for use, BDI designed a 30,000 LF, 16” reclaimed water main from the Downtown Wastewater Treatment Plant to the proposed EMWWTP where the flows would be transferred to the effluent disposal sites RIBs through a pumping station. The project required BDI to obtain a submerged land lease permit to cross the Blackwater River, the uplands, CSX railroad crossing, and Marquis Basin.



WAKULLA COUNTY

Otter Creek WWTP Upgrade – Wakulla County, FL

(D: 2015-2016 – C: 2016-2018) Project Cost: \$7.7 Million

Funded by Federal USDA Water and Waste Disposal Loan and Grants

This project was to provide professional engineering services for the expansion of the Otter Creek WWTP from a 0.6 MGD to a 1.2 MGD plant. The new facility, capable of producing 0.6 MGD of Part III Public Access Reuse. The capacity expansion included renovations to the existing septage receiving and dewatering system, as well as the addition of a new **AeroMod Sequox Process System**, headworks with screening and grit removal, tertiary filtration, and dual chlorine contact chambers. All processing equipment and instrumentation is monitored by the new plant Supervisory Control and Data Acquisition (SCADA) system, which allows the facility to be a more reliable and efficient treatment plant. Site improvements included the construction of a new operation building, expansion of the existing Part II Restricted Spray Field, and incorporation of Part III Public Access Reuse as a source of effluent discharge.

BDI prepared and submitted the FDEP permit, coordinated geotechnical sub-consultant, provided design services, engineering services during bidding, contract administration, project observation during construction, record drawings, and O&M Manuals.



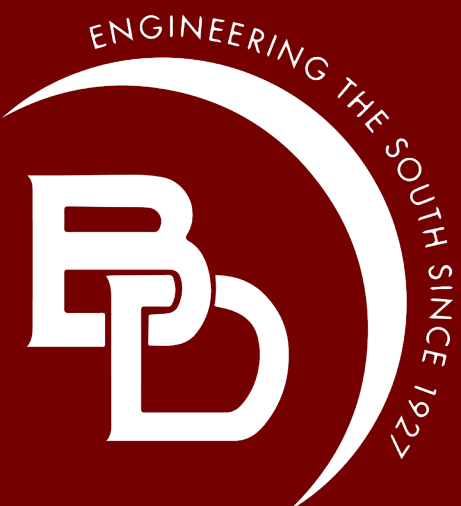
CITY OF PANAMA CITY BEACH

West Bay Lift Station and Force Main – Panama City Beach, FL

(D: 2015 – 2017 C: 2015 - 2017) Project Cost: \$1.6 Million

This project was to provide professional engineering services for the extension of sanitary sewer service northward to the West Bay area to serve existing businesses and residents in the area along the coastal waterway where septic tanks were currently in use. The directional drill method of pipe installation was utilized as much as possible for the force main to avoid damaging landscaped areas. The project included the connection of a planned connector roadway parallel to Panama City Beach Parkway. The force main turns eastward and connects to the City’s wastewater system along the new roadway. BDI worked closely with City staff to make sure their goals and objectives were accomplished in the completion of the West Bay lift station and force main project.

3. Firm's Qualifications



Firm's Qualifications

Baskerville-Donovan, Inc. (BDI) is a multi-discipline engineering, planning, and surveying firm that has been serving local government clients for over 95 years throughout the Northwest Florida region. Our staff of highly-qualified professionals includes engineers, surveyors, and on-site construction engineering inspectors. We have always maintained our headquarters in Northwest Florida which allows us to offer an unsurpassed knowledge of what it takes to successfully complete projects in Florida's Panhandle.

BDI has extensive experience with both water and wastewater systems with continuing services contracts throughout the Panhandle. Many of those contractual relationships extend beyond 20 years with regular repeat business. A sample of these long-standing contracts includes Destin Water Users, Inc., Emerald Coast Utilities Authority, Gulf Breeze Regional Utilities, and the City of Milton. We believe that our intense focus on municipal engineering provides a perfect match for Okaloosa County and we are confident we can meet or exceed your goals and expectations.

BDI is dedicated to responsible, sustainable progress through Innovative Infrastructure Solutions. As a multi-discipline engineering provider, our firm offers the highest quality of professional services in the industry. Our approach is a natural reflection of the creative, innovative spirit, and ingenuity of our professional staff.

At BDI, we bring over nine decades of consulting experience to every client we serve. Over the years, as the communities we serve have grown, our expertise has also grown. We combine our cutting-edge planning and engineering services with non-traditional services to help our clients develop a creative, 360-degree view of projects and programs. We specialize in innovation, creativity, and service!

Our engineering team is widely recognized for their expertise in working with communities across the South and we have the availability to provide engineering services for any assignment the County may need under this professional engineering services contract. BDI has four offices located in Florida and southern Alabama, with headquarters located in Pensacola. The locations of our offices allow our team to provide each local area of the region with collaboratively-driven and timely service. Our offices are staffed with experienced and knowledgeable professionals and are equipped with the latest technology, software, and engineering production systems and we have the availability of adequate personnel to complete any project assigned under this continuing services contract.

We recognize that our region's growing population and limited natural resources present water resources engineers with a wide variety of complex technical challenges. Our professional staff is up to the challenge. We provide a wide range of services, including potable water wells; tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; master planning, funding assistance/administration, construction administration, and environmental permitting. Over the years, Baskerville-Donovan has assumed a leadership role in the Southeastern United States

in the area of water resources engineering; with the first total reuse system along the Florida Gulf Coast - and the first advanced wastewater treatment system discharging to a wetland.

We are acutely aware of shrinking water supplies. Our firm is a leader in the development of new supply alternatives as well as the implementation of conservation measures to preserve the resources we have. BDI was the first firm to develop total reuse systems for wastewater (eliminating any need for surface water discharge) in Northwest Florida. Our designs have met irrigation and other non-potable needs while preventing the waste of limited groundwater resources.

The design of wastewater treatment plants is centered on the effluent disposal limits. For many clients, these effluent limits are established by public-access reuse at golf courses, application at RIB sites, and future alternative locations. The effluent limits are analyzed to the influent characteristics of the waste stream and used to establish the treatment process design requirements. Our engineers have enjoyed recent success in re-rating WWTPs.

The BDI team is very proficient in the design and permitting of water transmission and distribution systems. This includes storage systems, (both elevated and ground storage), pumping stations, and pipelines of all sizes. Over the years, we have helped hundreds of communities solve flow, pressure, chlorine residual, contaminant removal, biofouling, and leak problems.

Our firm has completed hundreds of water and wastewater pump station design and rehabilitation projects throughout Florida and Alabama. These projects have ranged from the rehabilitation of small 100 GPM wastewater lift stations to new 60 MGD water supply pump station projects. Our engineers have managed and executed all aspects of SSES work to meet inflow and infiltration reductions for our clients. We have managed and executed the rehabilitation of entire local government collection systems. Typically, BDI uses standard pump station designs for almost all lift station design scenarios. We have developed our in-house digital models, an approach that allows our staff to design pump stations quickly and cost-effectively with the client's staff. All design activity takes into consideration the client's needs.

BDI engineers have the experience and ability to analyze the technical, cost, schedule, or regulatory issues surrounding any proposed project; our professionals become involved as required to provide advice and suggestions relative to the full range of project issues. As a local government consulting firm, one of our primary objectives is to provide our clients with the very best advice and creative input. For each project, our clients can expect creative, innovative input from BDI engineers and professional staff.

As indicated above, the BDI Team understands the important role that information management plays in completing projects on schedule and within budget. Our experience has consistently shown that successful local government projects are always characterized by efficient, proactive project communications. BDI's approach includes complete communication and understanding of our client's desired project result and the associated flow of information.

Modeling and Design Software

At BDI, it's our goal to utilize technology to empower every area of our business. That is why our surveying, permitting, design, and construction management services will provide technology-based solutions and deliverables that are designed to provide our clients with efficient, cost-effective solutions.

This same technology allows our team to communicate faster and more accurately with our team members. That's why each team that is designated for a client, utilizing the newest technologies, can work seamlessly. The majority of the team assigned is located in the office nearest the client. Additional resources are available with a networked computer system and video conferencing, when necessary. As previously indicated, Project Managers utilize the latest database products available from Deltek to track and monitor all financial aspects of the projects.

If a system failure might occur, BDI has developed a full-fledged backup plan. There are servers in five locations. Each facility has a primary server, as well as a backup server available to take over should the primary server fail. This redundancy applies not just to our internal servers but extends to our internet servers as well.

Since our internal technology group was founded in the mid-1990, BDI has been providing computer consulting services for many of our local government clients. Our technicians and project management staff are very adept at providing specialized computer consulting services, as required, to meet almost any client's need. We intimately understand the local government consulting environment and our computer specialists are familiar with the specific needs and requirements of public officials in the Panhandle of Florida.

Our professionals have a wide range of experience and expertise, from data collection through project development to final construction.

Our suite of software allows us to model the existing conditions and proposed enhancements to determine how the improvements will function during the design life of the project.

Our team takes full advantage of our Wide Area Network (WAN), and Microsoft 365 to efficiently collaborate and share data throughout our projects to quickly meet the needs of our clients.

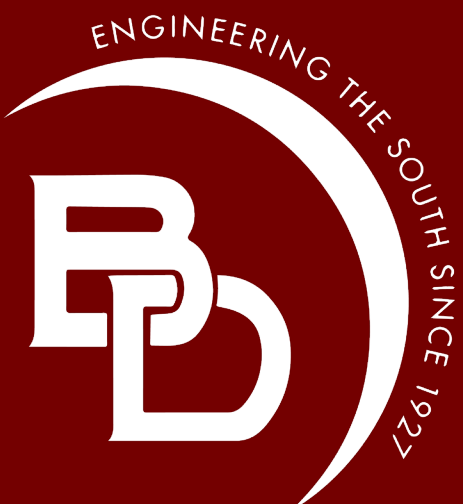
Unmanned Aircraft Vehicle Services

BDI maintains a fleet of UAVs (Drones) and licensed pilots that allow our team to provide real-time photography and video of projects pre, during, and post-construction. Our UAVs make it easier to acquire detailed spatial data over dangerous or inaccessible locations. We merge traditional data collection techniques with very untraditional UAV data to provide robust services. By engaging with our clients to integrate UAVs into their project operations, we can identify opportunities, overcome constraints and develop tailored technical approaches.

The table below includes the software and programs that Baskerville-Donovan has available for this contract. In addition, we have numerous programs available to support the needs of our projects.

Discipline	Software
Surveying, GIS, and CADD Design	<ul style="list-style-type: none"> • ArcMap • Esri • AutoCAD • MAP • ArcView ArcGIS • Autodesk Civil 3D
Administrative and Processing	<ul style="list-style-type: none"> • Microsoft Office 365 • Adobe Creative Cloud • Blue Beam • Dr. Checks • GOTO Meeting
Analysis and Modeling	<ul style="list-style-type: none"> • KYPipe • WaterGEMS • SewerGEMS • HAMMER • BioWin

4. Performance Assurance



Performance Assurance

SCHEDULING

BDI has a proven approach for ensuring that schedules are met and for ensuring that budget requirements are not exceeded. BDI's goal is to provide Okaloosa County Water & Sewer (OCWS) with a finished product on time, every time, and on budget. The BDI design team assembled under this proposed contract is comprised of talented, experienced professionals with a proven background in the successful delivery of water resources engineering project services for municipal clients. These team members, working with the County staff, will build OCWS goals into a well-designed, exceptional finished product. These personnel have been carefully selected to maximize the project quality and effective attainment of the program goals while staying within the established budgets.

BDI plans to recommend monthly meetings. In addition to the advantages associated with efficient communications and interdisciplinary coordination, the meetings will also serve to provide a regular forum for discussions regarding scope, schedule, and budgetary matters. The project scope, budget, and schedule are established at the onset of the project and become the basis for the Project Management Plan (PMP). One of the primary functions of the BDI Principal-in-Charge is to ensure that the BDI design team understands and follows the requirements outlined in the PMP. As a BDI Principal-in-Charge, Keith Hill is very familiar with the PMP process and has developed a strong reputation for consistently delivering projects on time and under budget.

COST CONTROL

The proper development of high-quality engineered products begins with the Baskerville-Donovan, Inc. (BDI)'s Principal-in-Charge and a high-quality Project Management Plan (PMP). Our system is designed to allow Keith the flexibility he needs to develop customized PMPs that will accurately reflect the specific conditions surrounding the project.

The primary production-phase role of the Principal-in-Charge, for this contract, is to direct the proper development of all project deliverables. At BDI, production-phase execution begins with the strategies, scheduling, and budgetary information included in the PMP.

It is important to note that the staffing plan proposed in our Key Personnel matrix is a concept only. BDI understands that as programmatic conditions are revealed to our senior professionals, additional (or unnecessary) staff will be added or deleted. To make certain that we are properly staffed, we will work early and effectively to ensure that we fully understand the programmatic conditions surrounding each project effort.

Project Planning

Our experience has demonstrated that the best approach for controlling cost is to develop high-quality design concepts and plans early in the project. We believe that effective planning is a fundamental feature of every successful project.

The project goal should be established and (determined to be) realistic prior to design development. At BDI, we have developed a comprehensive approach to project planning; we feel strongly that design should not proceed without a clear, concise set of (achievable) project objectives. The successful project plan should satisfy several basic requirements: budget, schedule, technical requirements, constructability issues, logistics, materials acquisition, regulatory compliance, and public information; all of which have an impact on the feasibility of a particular alternative or strategy.



The topic of the project “cause and effect” will be extensively discussed in the early stages of each assignment – so that OCWS staff and BDI are satisfied that the project outcome will be in line with expectations.

Cost Management

For all assignments under this continuing services contract, BDI is committed to assisting the OCWS staff with the proper utilization of public capital resources. We enjoy working together with our clients to develop creative solutions to major project issues; we are very experienced in helping our clients develop cost-saving alternatives. In every case, BDI will ensure that our designs are well-conceived and include cost-saving strategies for maximizing OCWS infrastructure.

BDI is accustomed to making cost-saving recommendations to our clients in a wide variety of areas. We review every aspect of the project to look for opportunities to save: materials substitutions, configuration adjustments, multiple functions from improvements, construction staging, fast-track opportunities, phasing options, bidding strategies, etc. For OCWS, BDI is committed to bringing the full measure of our experience in the area of cost-effective consulting.

Ability to Meet Budget

The goal of BDI is to provide OCWS with a finished product on time, every time, and on budget. BDI will demonstrate a mature level of professional commitment and our design team will be composed of talented, experienced professionals with a proven background in water and wastewater designs.

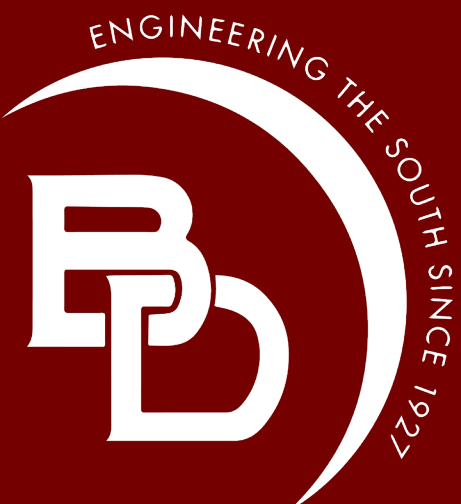
Below is a sample of recently completed projects within budget and project schedule:

Project	Cost	Months to complete
Gulf Breeze Soundside Septic to Sewer Conversion	\$420,821	10
Emerald Coast Utilities Authority Lift Station 120	\$343,078	16
Destin Water Users Headworks Design	\$404,063	12
Emerald Coast Utilities Authority Ground Storage Tank Pensacola Beach	\$229,284	28
Fairpoint Lime Feed Equipment Upgrade	\$33,450	7
City of Milton Blackwater River Directional Drill ESDC	\$26,800	10

The BDI Team’s Availability

	Current Assignments	Planned Assignments	Available for Work
Ric Delp, CSI/CDT	50%	25%	25%
T. Keith Hill, P.E.	50%	20%	30%
Jeffrey Petermann, P.E.	40%	35%	25%
Fred Donovan, Jr., P.E.	40%	35%	25%
Jim Anderson, P.E.	55%	20%	25%
Jeff Jones, P.E.	40%	30%	30%
Tyler Lee, P.E.	45%	20%	35%
Matt Hagler, E.I.	45%	20%	35%
Kristina Gandara, E.I.	40%	15%	45%
Scott Mills, PSM/PLS	40%	20%	40%

5. Responsiveness to Submittals



Responsiveness/Project Understanding

Baskerville-Donovan understands that Okaloosa County Water & Sewer (OCWS) will contract with professional engineering firms to provide engineering services on a variety of projects which may include: potable water wells; tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the County's Capital Improvement Plan

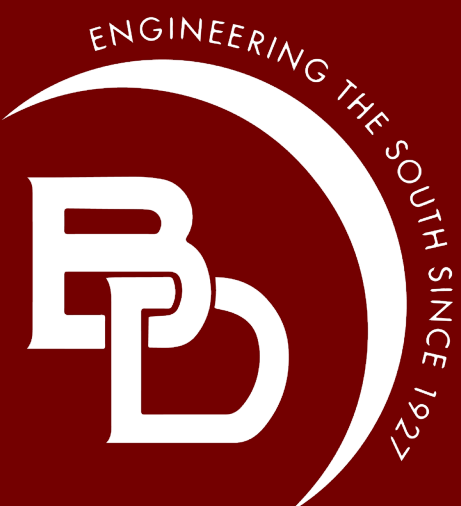
Baskerville-Donovan, Inc. (BDI) is committed to providing local staffing solutions for OCWS, beginning with our Project Management staff. Working from our office in Pensacola, our Project Manager is regularly in the OCWS future project areas and is easily accessible, when needed, by the OCWS. He is supported by a strong staff that is fully credentialed and has achieved the highest level of technical expertise in water resources engineering in this region. BDI is located approximately one hour from Okaloosa County offices and a team member can be on site within 24 hours' notice or less, if necessary.

The BDI team currently has a Continuing Services Contract with Okaloosa County and several other municipalities in the Florida Panhandle, and we look forward to continuing working with the OCWS professional staff. Over the years of experience, we have acquired a deep understanding of the problems and challenges associated with developing public projects in Northwest Florida. We understand the budgetary, political, logistical, legal, and regulatory issues unique to local governments in Northwest Florida.

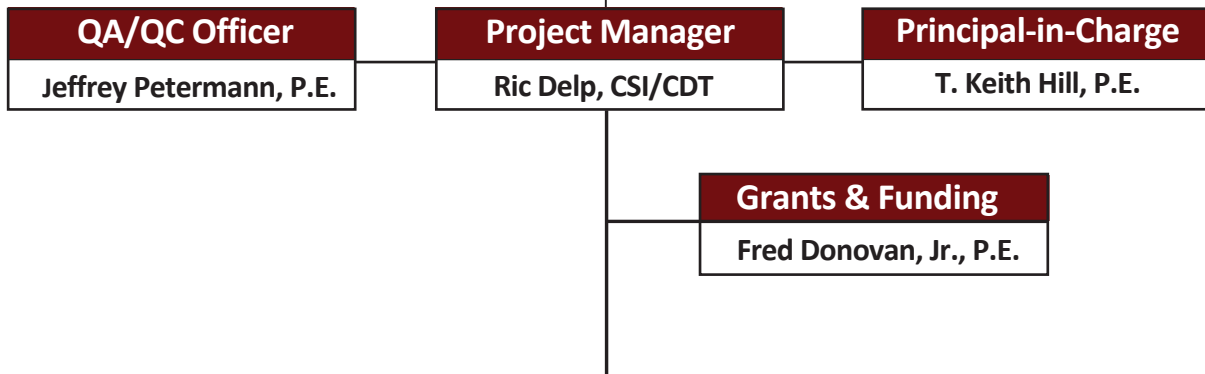
Our company organization and culture are a natural extension of the services we provide; everything we do is tailored to our Florida local government specialization. Around the state, our seasoned Project Management staff understands the needs and challenges of professionally managed government. We understand how important it is to seamlessly integrate our team with the clients we serve. Our responsive staff becomes a valuable and qualified extension of the client's professional staff. We build strong relationships within our communities and maintain an active presence in the local community, professional, and business organizations. To keep abreast of current events, BDI professionals regularly attend public meetings and professional association conferences. Our experience demonstrates that a well-informed and involved Project Management staff provides our clients with superior products and services.



6. Proposed Project Team



Organizational Chart



Engineering and Design		
Jim Anderson, P.E. <i>Sr. Water Resources Engineer</i>	Jeff Jones, P.E. <i>Sr. Water Resources Engineer</i>	Tyler Lee, P.E. <i>Water Resources Engineer</i>
Matt Hagler, E.I. <i>Engineer Intern</i>	Kristina Gandara, E.I. <i>Engineer Intern</i>	
Surveying and Mapping		
R. Scott Mills, PSM/PLS <i>Survey Manager</i>		



Key Personnel

Our consultant team features many of the leading experts in water resources engineering. Our team will directly support Okaloosa County and provide General Engineering Services for Water & Sewer. The prime members of the leadership team include:



Ric Delp, CSI/CDT – Project Manager
Baskerville-Donovan, Inc.

Mr. Delp brings more than 42 years of experience in the management and operation of utility systems, including planning, permitting, and design of wastewater treatment facilities, hydraulic modeling, and water system evaluation for municipalities, utility providers, and private development projects. He also has background experience in wastewater collection systems for gravity, low-pressure, and vacuum sewer systems as well as associated lift stations, reclaimed water distribution systems, wastewater treatment plants, environmental restoration, and permitting.



Jim Anderson, P.E. – Sr. Water Resources Engineer
Baskerville-Donovan, Inc.

Mr. Anderson has over 27 years of experience in water resources engineering. His design experience includes wastewater collection systems for gravity, low-pressure, and vacuum sewer systems as well as associated lift stations, reclaimed water distribution systems, wastewater treatment plants, environmental restoration, and permitting.



Jeff Jones, P.E. – Sr. Water Resources Engineer
Baskerville-Donovan, Inc.

Mr. Jones has over 40 years of experience in water resources engineering. He has design experience with sanitary sewers, including gravity sewers, lift stations, and force mains. He also has design experience with water systems including existing wells, booster pumps, elevated storage tanks, and distribution lines.



Fred Donovan, Jr., P.E. – Grants and Funding
Baskerville-Donovan, Inc.

Mr. Donovan has over 27 years of experience and has been involved in a variety of municipal, county, and federal programs as a designer, QA/QC Officer, and Grants and Funding Coordinator. He has participated in program development for federal clients and is involved with several local government clients and assists in facilitating funding efforts.

Resumes



Richard Delp, CSI/CDT

Project Manager

Education: BS, Environmental Engineering, Kennedy – Western University

Registrations: Certified Construction Document Technologist (2007)

Professional “A” Water Treatment Plant Operator – FL #0003364

Years’ Experience: 43



Introduction

Mr. Delp has more than four decades of experience in the management and operation of utility systems. He has been responsible for all aspects of utility system design, operation, and management, developing operating procedures, maintenance requirements, and staffing requirements.

Experience

US 98/SR 30 Utilities Relocation Program – Destin, FL

Comprehensive Evaluation for Efficient Use of Reclaimed Water – South Santa Rosa Utility System, FL

Fairpoint Regional Utility System Well No. 7 & Pipeline – Navarre, FL

ECUA Lift Station 107 Replacement and Sewer Rehabilitation –Pensacola, FL

ECUA Central Water Reclamation Facility (CWRF) – Pensacola, FL

Wakulla County WWTP Design – Crawfordville, FL



T. Keith Hill, P.E.

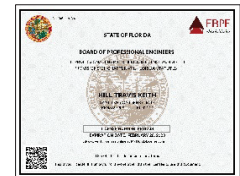
Principal-In-Charge

Education: MS, Civil/Environmental Engineering, Auburn University

BS, Zoology, Auburn University

Registration: Professional Engineer: FL #61703

Years’ Experience: 23



Introduction

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

Experience

Bayou Marcus UV Disinfection Replacement Project – Pensacola, FL

US 98/SR 30 Utilities Relocation Program – Destin, FL

Wakulla County WWTP Design – Crawfordville, FL

South Santa Rosa Utilities System Tiger Point WWTP 1.5 MGD Upgrade – Gulf Breeze, FL

Resumes



Jeffrey Petermann, P.E.

QA/QC Officer

Education: BS Civil Engineering, Florida State University

Registration: Professional Engineer; FL #77540

Years' Experience: 23



Introduction

Mr. Petermann has a diverse background in site civil engineering and project management throughout his over twenty years in the business. Specific experience includes commercial and residential land development, stormwater modeling, wastewater treatment plants, sanitary sewer collection systems, water distribution systems, and local, state, and federal regulatory permitting, roadway design, and airfield pavement R&D for the US Department of Defense and US Army Corps of Engineers.

Experience

Berthe Avenue Lift Station – Callaway, FL
Hwy. 388 Water Main – Bay County, FL
Wallace Road Sidewalk & Utilities – Callaway, FL
Millville Area Utilities – Panama City, FL



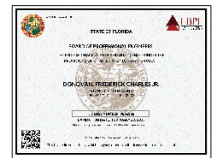
Fred Donovan, Jr., P.E.

Grants and Funding

Education: BS Civil Engineering, Georgia Institute of Technology

Registration: Professional Engineer; FL #66268

Years' Experience: 27



Introduction

Mr. Donovan has been involved in a variety of municipal, county, and federal programs as a designer, QA/QC Officer, and Grants & Funding Coordinator. Throughout his career, Mr. Donovan has developed an extensive knowledge of the Federal Emergency Management Agency (FEMA), the Department of Economic Opportunity (DEO), Florida Department of Transportation (FDOT), United States Environmental Protection Agency (US EPA), Florida Department of Environmental Protection (FDEP), and Florida's Water Management District's rules and regulations. He has participated in program development for federal clients and is involved with a number of local government clients and assists in facilitating funding efforts.

Experience

The Bluffs – Pensacola, FL (FDOT Grant Funded)
Soundside Drive Septic to Sewer Project – Gulf Breeze, FL (RESTORE Act Funded)
Settlers Colony Expansion HMGP- Gulf Breeze, FL (HMGP Funded)
Bob Sikes Fishing Pier- Pensacola Beach, FL (NRDA Funded)
North Santa Rosa Regional Water Reclamation Facility- Milton, FL (SRF, RESTORE, USDA, FDEP Funded)

Resumes



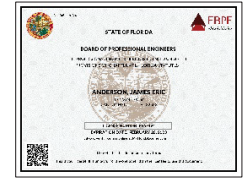
Jim Anderson, P.E.

Sr. Water Resources Engineer

Education: BS Civil Engineering, BS Textile Engineering, Georgia Institute of Technology

Registration: Professional Engineer: FL #67494

Years' Experience: 27



Introduction

Mr. Anderson has over 27 years of experience in water resources engineering. His design experience includes wastewater collection systems for gravity, low-pressure, and vacuum sewer systems as well as associated lift stations, reclaimed water distribution systems, wastewater treatment plants, environmental restoration, and permitting.

Experience

Bayou Marcus UV Disinfection Replacement Project – Pensacola, FL

US 98/SR 30 Utilities Relocation Program – Destin, FL

Wakulla County WWTP Design – Crawfordville, FL

South Santa Rosa Utilities System Tiger Point WWTP 1.5 MGD Upgrade – Gulf Breeze, FL



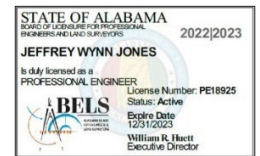
Jeff Jones, P.E.

Sr. Water Resources Engineer

Education: Bachelor of Science in Civil Engineering from the University of Alabama

Registration: Professional Engineer: AL #18925

Years' Experience: 40



Introduction

Mr. Jones has over 40 years of experience in water resources engineering. He has design experience with sanitary sewers, including gravity sewers, lift stations, and force mains. He also has design experience with water systems including existing wells, booster pumps, elevated storage tanks, and distribution lines.

Experience

Destin Water Users Headworks Improvements – Destin, FL

ECUA Ground Water Storage Tanks – Pensacola, FL

Soundside Drive Septic to Sewer Project – Gulf Breeze, FL

Highpoint Area Septic to Sewer Project – Gulf Breeze, FL

Resumes



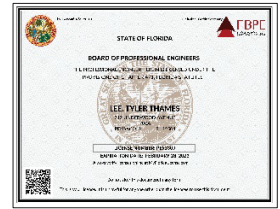
Tyler Lee, P.E.

Water Resources Engineer

Education: BS, Civil Engineering, University of Alabama

Registration: Professional Engineer: FL #93309

Years' Experience: 6



Introduction

Mr. Lee has over 6 years of experience in planning and design of a wide range of civil and water resources engineering projects. He has experience in planning, permitting, and design of wastewater treatment facilities, as well as reclaimed water transmission systems, hydraulic modeling, water system evaluation, and private development projects. Project responsibilities include facilities planning and preparation of engineering reports, wastewater and stormwater permitting, and completion of design calculations for wastewater facilities. His broad range of experience provides for enhanced internal coordination between disciplines and offices.

Experience

Wakulla County Otter Creek WWTP Upgrade – Wakulla, FL

Bayou Marcus UV Disinfection Replacement Project – Pensacola, FL

ECUA Lift Station 107 Replacement and Sewer Rehabilitation – Pensacola, FL

US 98/SR 30 Utilities Relocation Program – Destin, FL

Berthe Avenue Lift Station – Callaway, FL

South Santa Rosa Utilities System Tiger Point WWTP 1.5 MGD Upgrade – Gulf Breeze, FL

Soundside Drive Septic to Sewer Project – Gulf Breeze, FL



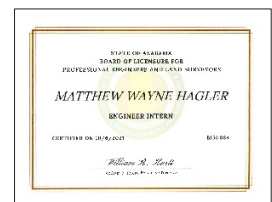
Matt Hagler, E.I.

Water Resources Engineer Intern

Education: BS, Civil Engineering, Auburn University

Registration: Professional Engineer: AL #EI50034

Years' Experience: 2



Introduction

Mr. Hagler has experience in the planning and design of civil and environmental engineering projects including wastewater treatment plants, sanitary sewer collection systems, water distribution systems, and regulatory permitting.

Experience

Wakulla County Otter Creek WWTP Upgrade – Wakulla, FL

Bayou Marcus UV Disinfection Replacement Project – Pensacola, FL

South Santa Rosa Utilities System Tiger Point WWTP 1.5 MGD Upgrade – Gulf Breeze, FL

Soundside Drive Septic to Sewer Project – Gulf Breeze, FL

Destin Water Users Headworks Improvements – Destin, FL

Destin Water Users, Inc. Sanitary Sewer Evaluation Study – Destin, FL

Resumes



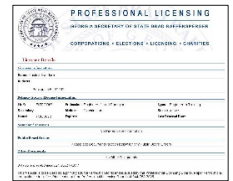
Kristina Gandara, E.I.

Water Resources Engineer Intern

Education: BS, Environmental Engineering, Georgia Institute of Technology

Registration: Professional Engineer: GA #EIT029058

Years' Experience: 1



Introduction

Ms. Gandara has experience in the planning and design of civil and environmental engineering projects including wastewater treatment plants, sanitary sewer collection systems, water distribution systems, and regulatory permitting.

Experience

South Santa Rosa Utilities System Tiger Point WWTP 1.5 MGD Upgrade – Gulf Breeze, FL

Soundside Drive Septic to Sewer Project – Gulf Breeze, FL

Destin Water Users Headworks Improvements – Destin, FL

Highpoint Area Septic to Sewer Project – Gulf Breeze, FL



Scott Mills, PSM/PLS

Survey Manager

Education: University of West Florida

Registration: Professional Surveyor and Mapper: FL #LS5509

Years' Experience: 47



Introduction

Mr. Mills' responsibilities as Surveyor of Record and Survey Project Manager include project management, staffing, and scheduling, client relations, contracting, department supervision, and quality control. His experience is extensive in virtually every type of survey including Right of Way, Boundary, Topographic, Hydrographic, Photogrammetric, Sectional, Construction, Geodetic and Control, ALTA/ACSM, Condominiums, and Subdivision Surveys. Mr. Mills has managed many large-scale projects for County and City municipalities, FDEP, FDOT, various utility companies, private industries, commercial developments, and the federal government.

Experience

South Santa Rosa Utilities System Tiger Point WWTP 1.5 MGD Upgrade – Gulf Breeze, FL

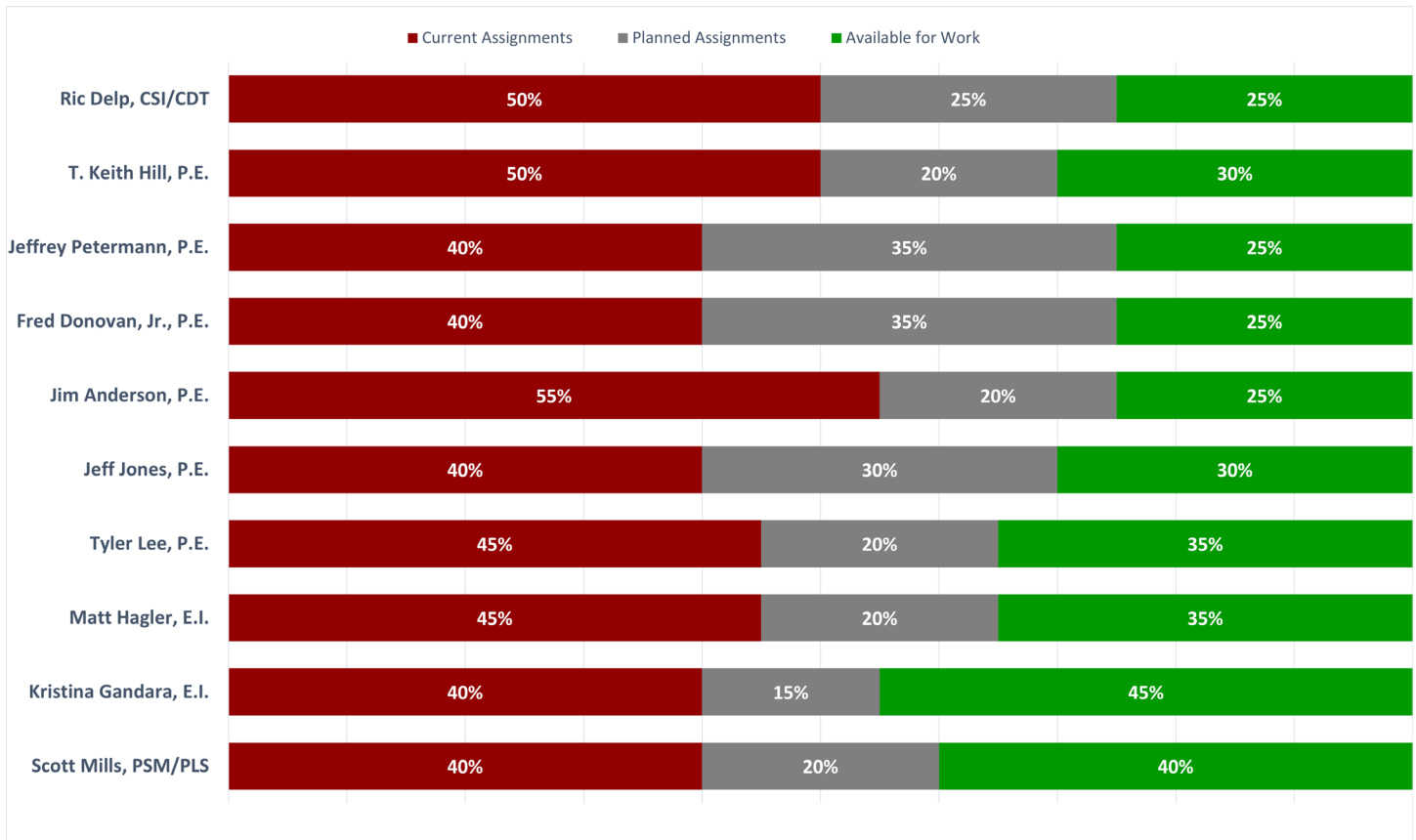
Highpoint Area Septic to Sewer Project – Gulf Breeze, FL

US 98/SR 30 Utilities Relocation Program – Destin, FL

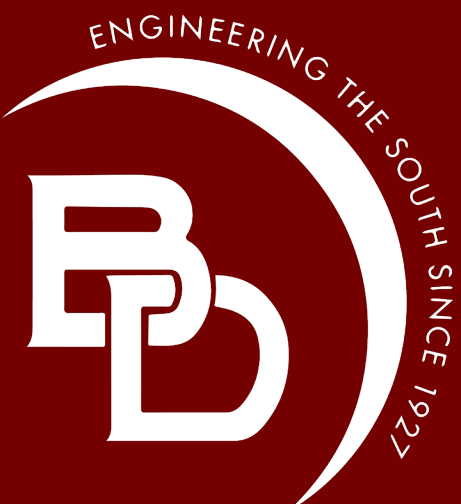
SR 61 Waterline Relocation – Sopchoppy, FL

Replacement of Sanitary Sewer East Side – Hurlburt Field, Florida

Availability Chart



7. Regulatory and Grant Experience



Regulatory and Grant Experience

The Baskerville-Donovan, Inc. (BDI) professional team has extensive engineering and permitting experience throughout the region and is very familiar with the permitting requirements associated with this RFQ. Our heavy reliance on locally available staff ensures that the necessary working relationships with each of the regulators and agencies required are current. We maintain excellent relationships with local and regional agency officials and these relationships help us to remain current on potential regulatory changes. BDI and our team partners are currently involved with permitting activities for a wide range of ongoing projects in the area. This ongoing permitting/consulting activity – from multiple team partners – guarantees that the County will have access to very formidable permitting resources. We work diligently on our client's behalf to secure permits in a timely and cost-effective manner. Our solid record of performance is well known around the Panhandle region – we are committed to applying this expertise to ensure the timely acquisition of all required permits.

The BDI staff has extensive permitting experience in the areas of stormwater, wastewater, potable water, wetlands, hazardous materials, and underground storage tank design and remediation. Our professionals have a clear understanding of the Environmental Resource Permit (ERP) rules for the State of Florida, the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, the Florida Department of Transportation (FDOT), and local municipalities. BDI has an excellent reputation in the field of engineering design and permitting in the State of Florida, one of the toughest and most restrictive regions in the United States regarding environmental design and permitting. Specifically, BDI has experience with the following regulatory agencies:

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

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

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

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

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

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

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

Additionally, our team has permitted projects on Eglin Air Force Base through the Florida Department of Environmental Protection while coordinating with Base staff for approval and signature of the Base Commander under whose name the permit resides.

FULL-SERVICE FUNDING ASSISTANCE

Baskerville-Donovan has been extremely successful in efforts to assist clients with funding projects and programs over the past few decades. Integrated, comprehensive Program Development and Funding are a part of the BDI corporate mission and are found to truly enhance client projects and initiatives. We take great pride in our work and will work hard to secure any available funding for Okaloosa County projects.

Throughout the project or the overall program, BDI coordinates closely with the client and agency representatives. These close relationships and past experiences often assist in ensuring the funding process moves through efficiently. BDI staff is prepared to produce all the required documentation necessary to position our clients to receive external funding and obtain the proper authorization from state and federal agencies. For example, the State of Florida has funded several Small Disadvantaged Community Wastewater Grants statewide. BDI has positioned its clients to receive funding on 60 percent of these in excess of \$130,000,000. **In addition, BDI secured the largest FEMA grant in the history of the State of Florida, \$151,000,000.**

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

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

Baskerville-Donovan remains at the forefront of emerging funding assistance programs and the associated regulatory agencies statewide. We have found that our clients appreciate working with an engineering firm that is personally involved in program development and funding assistance – we believe relationships are paramount. 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.

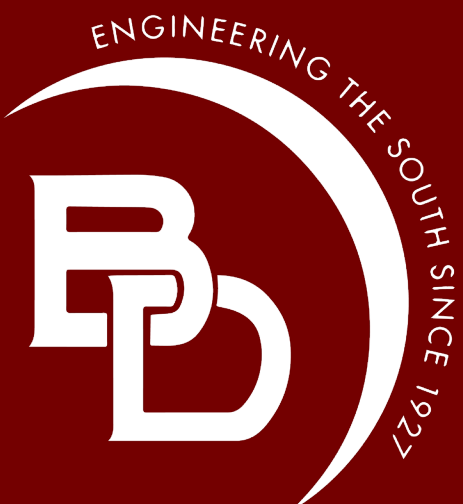
PROGRAM DEVELOPMENT

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

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

BDI is proud of its program development accomplishments and looks forward to sharing its experience and capabilities with Okaloosa County.

8. References



LIST OF REFERENCES

1. Owner's Name and Address: Destin Water Users, Inc.
14 Industrial Park Lane, Destin, FL 32541
Contact Person: Monica Wallis, P.E. Telephone # (850) 337-3945
Email: mwallis@dwuinc.com

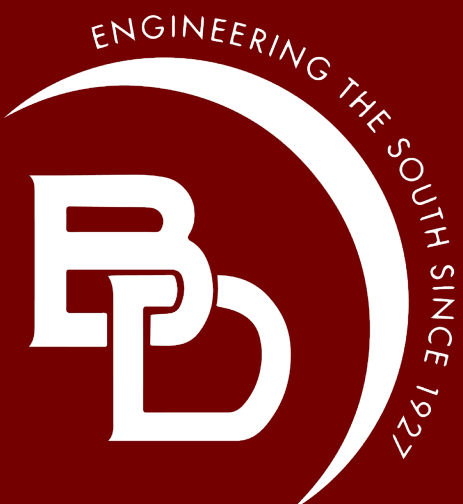
2. Owner's Name and Address: Emerald Coast Utilities Authority
9255 Sturdevant Street, Pensacola, FL 32514
Contact Person: Don Palmer, P.E. Telephone # (850) 969-6637
Email: don.palmer@ecua.fl.gov

3. Owner's Name and Address: City of Gulf Breeze
1070 Shoreline Drive, Gulf Breeze, FL 32561
Contact Person: Thomas Lambert Telephone # (850) 934-5100
Email: tlambert@gulfbreezefl.gov

4. Owner's Name and Address: City of Milton
6738 Dixon Street, Milton, FL 32572
Contact Person: Randy Jorgenson Telephone # (850) 983-5411
Email: rjorgenson@miltonfl.org

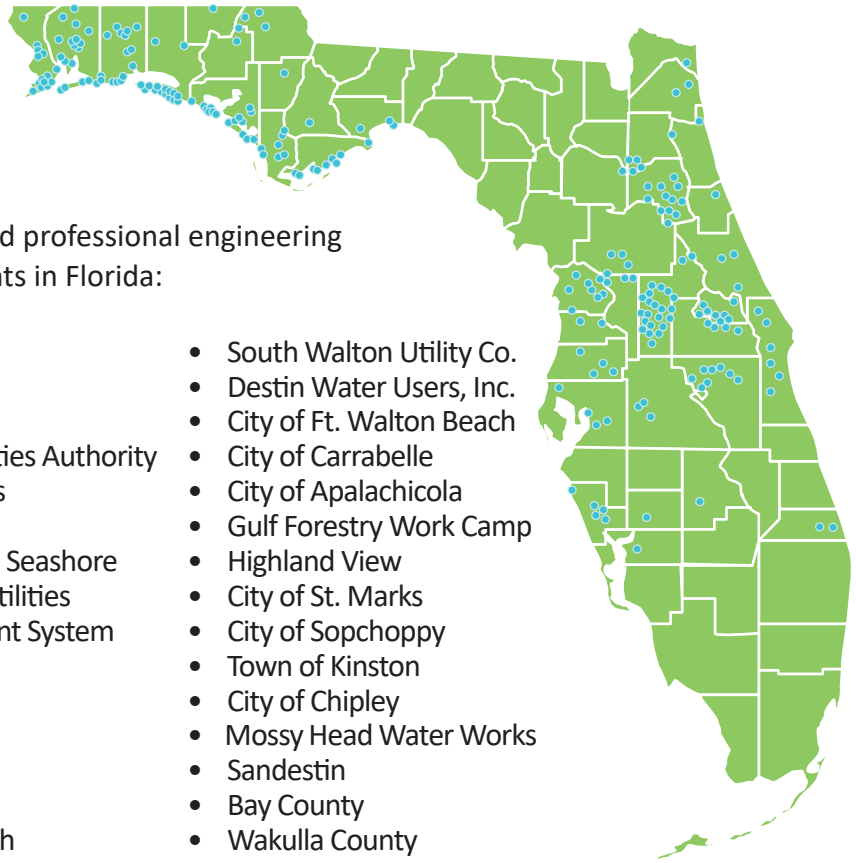
5. Owner's Name and Address: City of Callaway
6601 East Highway 22, Callaway, FL 32404
Contract Person: Eddie Cook Telephone # (850) 871-6000
Email: citymanager@cityofcallaway.com

9. Additional Information & Comments



Additional Information & Comments

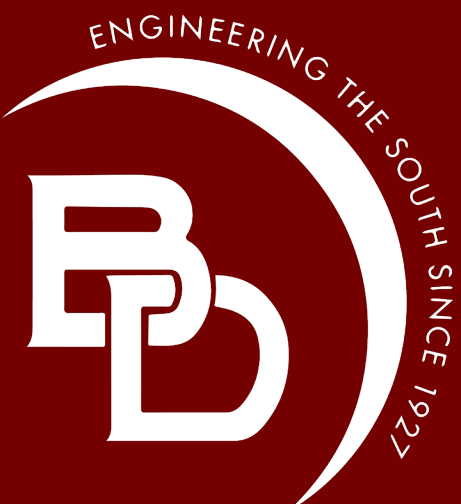
BDI'S FLORIDA WATER RESOURCES PROJECTS



Baskerville-Donovan, Inc. is proud to have provided professional engineering services for a number of water & wastewater clients in Florida:

- Brevard County
- Seminole County
- City of Deltona
- City of Tarpon Springs
- City of Dade City
- City of Vero Beach
- City of Tallahassee
- Sarasota County
- City of Titusville
- City of Sarasota
- City of Panama City
- Desoto County
- Panama City Beach
- City of Melbourne
- Ridgeroad Water Authority
- Town of Riverview
- McCall Water System Inc.
- Town of Flomaton
- Central Water Works
- City of Milton
- City of Pace System
- Farmhill Utilities
- Emerald Coast Utilities Authority
- Perdido Bay Utilities
- City of Gulf Breeze
- Gulf Island National Seashore
- South Santa Rosa Utilities
- Bagdad/Garcon Point System
- Navarre Beach
- Town of Baker
- Seaclusion
- Glades/Hombre
- City of Palm Bay
- City of Mexico Beach
- Dune 1 Development
- Walton Dunes Development
- Regional Utilities
- Town of Fellsmere
- South Walton Utility Co.
- Destin Water Users, Inc.
- City of Ft. Walton Beach
- City of Carrabelle
- City of Apalachicola
- Gulf Forestry Work Camp
- Highland View
- City of St. Marks
- City of Sopchoppy
- Town of Kinston
- City of Chipley
- Mossy Head Water Works
- Sandestin
- Bay County
- Wakulla County
- City of Tallahassee
- Santa Rosa County
- And many more!

10. Business Credentials and Other



Company Profile

Baskerville-Donovan, Inc. (BDI) is a registered Florida Corporation #59-0857184, was founded in the late 1920s 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. We are proud to say that we have been serving our local communities for 95 years. BDI has four (4) offices located in Florida and southern Alabama, with our headquarters located in Pensacola. Our offices are each fully staffed and equipped with state-of-the-art technology, software, and engineering production systems. BDI specializes in local government consulting with almost 80% of our clients being local city and county governments. We live where we work. This makes our intentional investment in local communities genuine and personal.

TOTAL NUMBER OF PERSONNEL INCLUDING PERSONNEL BY DISCIPLINE	
Civil Engineers	22
Professional Land Surveyors	2
CADD Technicians	5

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



Licensee Details

Licensee Information

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

License Information

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

**State of Florida
Department of State**

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

The document number of this corporation is 214937.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on December 20, 2021, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of December, 2021




 Secretary of State

Tracking Number: 9098861300C
 To authenticate this certificate visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sos.fl.gov/Filings/CertificateOfStatus/CertificateAuthentication>


Our Corporate office is located at 449 West Main Street, Pensacola, Florida, 32502.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	<u>July 6, 2022</u>	SIGNATURE:	
COMPANY:	<u>Baskerville-Donovan, Inc.</u>	NAME:	<u>T. Keith Hill, P.E.</u> (Typed or Printed)
ADDRESS:	<u>449 West Main Street</u> <u>Pensacola, FL 32502</u>	TITLE:	<u>President/CEO</u>
PHONE NO.	<u>(850) 438-9661</u>	E-MAIL:	<u>khill@baskervilledonovan.cor</u>

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO x _____

NAME(S)

POSITION(S)

NAME(S)

POSITION(S)

FIRM NAME: Baskerville-Donovan, Inc.

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

BY (SIGNATURE): 

TITLE: President/CEO

ADDRESS: 449 West Main Street, Pensacola, FL 32502

PHONE NO.: (850) 438-9661

E-MAIL : khill@baskervilledonovan.com


DATE: July 6, 2022

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: July 6, 2022

SIGNATURE: 

COMPANY: Baskerville-Donovan, Inc.

NAME: T. Keith Hill, P.E.

ADDRESS: 449 West Main Street, Pensacola, FL 32502

TITLE: President/CEO

E-MAIL: khill@baskervilledonovan.com

PHONE NO.: (850) 438-9661

CONE OF SILENCE

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

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

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

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

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

I  representing Baskerville-Donovan, Inc.
Signature Company Name

On this 6th day of July 2022, I hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Baskerville-Donovan, Inc.
Proposer's Company Name

449 West Main Street, Pensacola, FL 32502
Physical Address

449 West Main Street, Pensacola, FL 32502
Mailing Address

(850) 438-9661
Phone Number

(850) 324-4926
Cellular Number

July 6, 2022
Date


Authorized Signature – Manual

T. Keith Hill, P.E.
Authorized Signature – Typed

President/CEO
Title

N/A
FAX Number

(850) 324-4926
After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT
RFQ WS 46-22

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
Addendum No. 1	6/30/22

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

COMPANY DATA

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

Physical Address & Phone #: 449 West Main Street
Pensacola, FL 32502
(850) 438-9661

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

Phone #: (850) 438-9661

Cell #: (850) 324-4926

Federal ID or SS #: 59-0857184

DUNNS/SAM #: 05-299-6360

Respondent's License #: Corporate: 340 Personal: PE61703 (FL)

Additional License – Trade and Number N/A

Fax #: N/A

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

DBE/Minority Number: N/A

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name:	<u>Baskerville-Donovan, Inc.</u>
Entity Address:	<u>449 West Main Street, Pensacola, FL 32502</u>
Duns Number:	<u>05-299-6360</u>
CAGE Code:	<u>0G0T4</u>

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

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

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



Signature of Contractor's Authorized Official

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

Name and Title of Contractor's Authorized Official

July 6, 2022

Date

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Okaloosa County, RFQ WS46-22

2. This sworn statement is submitted by Baskerville-Donovan, Inc.

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

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 59-0857184

3. My name is T. Keith Hill, P.E. and my relationship to the entity named above is President/CEO

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

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

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

(1) A predecessor or successor of a person convicted of a public entity crime; or

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

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

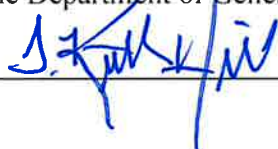
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

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

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

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

Date: July 6, 2022 Signature: 

STATE OF: Florida

COUNTY OF: Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of July, in the year 2022.

My commission expires: _____
Notary Public
Cynthia M. Zelius

Print, Type, or Stamp of Notary Public
Personally known to me, or Produced Identification:
Personally Known

Type of ID

Government Debarment & Suspension

Instructions

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

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

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

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

Printed Name and Title of Authorized Representative



Signature

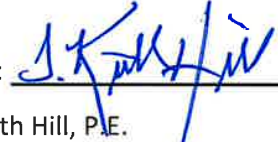
July 6, 2022

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE:	<u>July 6, 2022</u>	SIGNATURE:	
COMPANY:	<u>Baskerville-Donovan, Inc.</u>	NAME:	<u>T. Keith Hill, P.E.</u>
ADDRESS:	<u>449 West Main Street</u>		<u>(Typed or Printed)</u>
	<u>Pensacola, FL 32502</u>	TITLE:	<u>President/CEO</u>
	<u></u>	E-MAIL:	<u>khill@baskervilledonovan.com</u>
PHONE NO.:	<u>(850) 438-9661</u>		

Grant Funded Clauses

This Exhibit is hereby incorporated by reference into the main *Procurement*.

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

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant no. American Rescue Plan Act. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* 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 *proposer* will require compliance

by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the *Proposer*’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer*’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in

accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

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

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

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

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

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

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

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

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

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

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

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

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

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

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

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

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

DATE: July 6, 2022

COMPANY: Baskerville-Donovan, Inc.

ADDRESS: 449 West Main Street
Pensacola, FL 32502

E-MAIL: khill@baskervilledonovan.com

PHONE NO.: (850) 438-9661

SIGNATURE: 

NAME: T. Keith Hill, P.E.

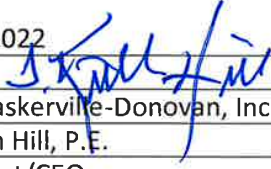
TITLE: President/CEO

Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: July 6, 2022
SIGNATURE: 
COMPANY: Baskerville-Donovan, Inc.
NAME: T. Keith Hill, P.E.
TITLE: President/CEO

Certificate of Non-Compliance with Buy America Requirements

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

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

American Rescue Plan Contract Clauses

Federal regulations applicable to this contract include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this contract.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- iv. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- v. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- vi. Generally applicable federal environmental laws and regulations.

PUBLICATIONS

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [Okaloosa County Board of County Commissioners] by the U.S. Department of the Treasury.”

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), contractors should adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

American Rescue Plan Contract Clauses Continued

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS REQUIREMENTS &



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1648246832

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5091275910	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CWP0684938	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4027179086	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC8400023586	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	AEH276170839	1/29/2022	1/29/2023	Professional & Pollut 2,000,000
D	Contractors Equipment	N	N	4027179184	9/1/2021	9/1/2022	Leased & Rented 50,000 Max per item 25,000

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

Umbrella does not go over the Professional/Pollution Liability
 PROJECT: General Engineering Services for Okaloosa County Water & Sewer, RFQ WS 46-22 Okaloosa County BCC is included as additional insured with regards to the general liability and automobile liability coverage when required by written contract. Waiver of subrogation applies in favor of Okaloosa County BCC with regards to the general liability, automobile liability and workers compensation coverage when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to

initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

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

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

a. All new employees.

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

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

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

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

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

- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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

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

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

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

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.