

**BAY HAVEN CHARTER ACADEMY, INC.**  
REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING CIVIL ENGINEERING SERVICES CONTRACT  
(RFQ-CIVIL ENGINEERING-2025)

Bay Haven Charter Academy, Inc., is requesting Statements of Qualification from qualified firms to provide Civil Engineering Services.

Services are needed at both Bay Haven Charter Academy, Inc., campuses and sports facilities for site planning and development, stormwater management and design, parking lot design, environmental permitting and compliance, construction administration and inspections for projects to include, but not be limited to, new construction, additions, renovations, restoration, maintenance and repair of all facilities and general consulting services as needed. The continuing services contracts will be for three (3) years.

The Request for Qualifications documents may be obtained free of charge by visiting <https://havenschools.org> or contacting Laura Adams, CFO, at [swindlt@bayhaven.org](mailto:swindlt@bayhaven.org) or (850)248-3500 ext 112.

Responses should be mailed or hand-delivered to Bay Haven Charter Academy, Inc., 2501 Hawks Landing Blvd., Panama City, FL 32405, and must be received no later than 3:00 p.m., Central Time, Friday, March 28, 2025. The exterior of the package shall be clearly marked in bold, 12 point font, "**RFQ-CIVIL ENGINEERING-2025**", contain the name of the firm or person submitting the response and the package shall be sealed.

Bay Haven Charter Academy, Inc., reserves the right to reject any or all responses in whole or in part, to waive informalities in the process, to obtain new submittals, or to postpone the opening of the responses.

Bay Haven Charter Academy, Inc., is an Equal Opportunity Employer.

LAURA ADAMS, CFO  
BAY HAVEN CHARTER ACADEMY, INC.

## I. GENERAL CONDITIONS

- A. Bay Haven Charter Academy, Inc., hereinafter referred to as Bay Haven or Owner seeks Statements of Qualifications (SOQ) from qualified firms to provide continuing Professional Services for Civil Engineer.
- B. Statements of Qualification may be mailed or hand-delivered to Bay Haven Charter Academy, Inc., 2501 Hawks Landing Blvd., Panama City, FL 32405, and must be received no later than 3:00 p.m., Central Time, Friday, March 28, 2025. The exterior of the package shall be clearly marked in bold, 12 point font, "**RFQ-CIVIL ENGINEERING-2025**", contain the name of the firm or person submitting the response and the package shall be sealed. Proposals received after the stated time will be rejected and returned unopened. It is the sole responsibility of the respondent to ensure the proposal is received on time. Persons or firms submitting Statements of Qualifications may be referred to herein as "consultant", "respondent", or "proposer".
- C. Submit one (1) clearly marked, manually signed original proposal, three (3) complete copies, and one (1) electronic copy on a flash drive in PDF format.
- D. Bay Haven reserves the right to reject any one or all statements, or any part of any statement, to waive any informality in any statement and to award a contract deemed to be in the best interest of Bay Haven.
- E. Direct, in writing, all inquiries regarding the meaning or interpretation of this request to Laura Adams, CFO, at [swindt@bayhaven.org](mailto:swindt@bayhaven.org) or (850-248-3500 ext 112). The deadline to submit questions is Friday, March 21, 2025, at 12:00 p.m., CST. All written inquiries and responses will be submitted as addenda and posted on Bay Haven's website. It is the sole responsibility of the respondent to determine if any addenda have been issued.
- F. From the date of release of this solicitation until award of the contract, no contact with Bay Haven Board Members related to this solicitation is permitted. All communications shall be directed to Bay Haven representative(s) listed above. Any such contact may result in the disqualification of the respondent's submittal.
- G. All changes, modifications, or interpretations shall be in writing. In no case will verbal communication between Bay Haven and a respondent override written communications or documentation. All communications must be in writing to be considered part of this Request for Qualifications (RFQ).

- H. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of qualifications is an agreement with all of the items and conditions referred to herein.
- I. Responses will be evaluated on ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firm; and any other relevant factors as determined to be in the best interest of Bay Haven.
- J. Responses shall be binding upon the respondent and irrevocable for 90 calendar days following the RFQ opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.
- K. Neither Bay Haven nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFQ. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. Failure to submit all information requested may result in a proposal being considered “non-responsive”, and, therefore, rejected.
- L. This solicitation is subject to all legal requirements contained in the applicable Bay Haven Policies, as well as all applicable County, State and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- M. All prospective consultants will be afforded full opportunity to submit SOQs to this RFQ and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for award of any contract entered into pursuant to this notice.
- N. Bay Haven reserves the right to:
  - 1. Request clarification and additional information from any respondent during the evaluation process.
  - 2. Negotiate with the selected consultants to include further services not identified in this RFQ.
  - 3. Refuse to review statements if at least three (3) responses are not submitted.

4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
  5. Issue subsequent RFQ's based on refinement of concepts proposed in response to this request.
  6. Conduct investigations of the qualifications of the consultants as deemed appropriate.
- O. Submission of a Statement of Qualification indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Bay Haven and the firm selected.
- P. No Board Member or employee of Bay Haven will participate in any decision relating to the Contract that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract.
- Q. The respondent acknowledges that Bay Haven is a charter school and subject to the Florida Public Records law. The respondent agrees that, to the extent any document produced constitutes a public record, the respondent shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first.
- All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure" with the firm's name and the RFQ number clearly marked on the outside. Bay Haven will not accept proposals when the entire document is labeled as exempt from disclosure. Bay Haven's determination of whether an exemption applies shall be final, and the respondent agrees to defend, indemnify, and hold harmless Bay Haven and Bay Haven's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of Bay Haven's treatment of records as public records.
- R. **If the respondent has questions regarding the application of Chapter 119, Florida Statutes, to the consultant's duty to provide public records relating to this contract, then he should consult his own counsel.**
- S. All material submitted with the proposals will become the property of Bay Haven unless otherwise requested at the time of submission.

- T. The Request for Qualifications is open to public inspection and may be obtained by visiting <https://havenschools.org>
- U. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with Bay Haven.

## II. TERMS OF CONTRACT

- A. The term of this Contract is an initial duration of three (3) years with an option to extend for not more than two (2) additional one (1) year terms. Once firms have been qualified and signed an agreement, all firms chosen to provide professional services to Bay Haven must maintain their availability and keep all licenses and insurance certificates current in order to continue their qualification.
- B. The RFQ, the SOQ, the information contained in the SOQ, and any written documents supplementing, amending, or incorporating the proposal shall be incorporated into the Contract between Bay Haven and the selected firm unless expressly provided otherwise by the Contract. The Contract may be amended only by written agreement of the Consultant and Bay Haven. The order for contract precedence will be the Contract, Bay Haven's RFQ, and the Proposer's SOQ.
- C. Bay Haven may terminate the Contract at any time for cause, and may terminate the Contract with or without cause by giving at least thirty (30) days prior written notice. The Consultant may terminate this Contract at any time by giving ninety (90) days prior written notice to Bay Haven. In the event of termination by mutual agreement, the Consultant shall be compensated for services rendered. The Consultant will have no claim against Bay Haven for lost profits or compensation for lost opportunities.
- D. All reports, documents, or other written material developed by the Consultant in the performance of this Contract shall be and remain the property of Bay Haven without restriction or limitation upon its use or dissemination by Bay Haven. Such material shall not be the subject of a copyright application by the Consultant.
- E. The Consultant shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of Bay Haven. The Consultant is, and shall at all times remain as to Bay Haven, wholly independent. The Consultant shall have no power to incur any debt, obligation, or liability on behalf of Bay Haven

or otherwise act on behalf of Bay Haven as an agent.

- F. Neither the Contract resulting from this RFQ, if any, nor any duties or obligations under such Contract shall be assignable by the Consultant without the prior written consent of Bay Haven.
- G. The Consultant is fully responsible for all work performed under the Contract resulting from this RFQ, if any. The Consultant may, with the prior written consent of Bay Haven, enter into written subcontract(s) for performance of certain of its functions under such contract. No subcontract(s) which the Consultant enters into under the Contract resulting from this RFQ, if any, shall in any way relieve the Consultant of any responsibility for performance of its duties under such contract. Consultant is responsible to fully notify any sub consultant(s) of their responsibilities under any subcontract. All payments to subconsultants shall be the sole responsibility of the Consultant.
- H. The Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Bay Haven or its designee. Bay Haven may from time to time assign additional or different tasks or services to the Consultant, provided such tasks are within the scope of services described in this RFQ. However, no additional or different tasks or services will be performed by Consultant other than those specified or those so assigned in writing.
- I. The Consultant, in the course of its duties, may have access to confidential data of Bay Haven, private individuals, or employees of Bay Haven. The Consultant covenants that all data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Contract are deemed confidential and shall not be disclosed without written authorization by Bay Haven. Bay Haven shall grant such authorization if disclosure is required by law. All Bay Haven data shall be returned to Bay Haven upon termination of this Contract. The Consultant's covenant under this section shall survive termination of this Contract.
- J. The Consultant shall keep itself informed of State, Federal and local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Contract. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. Bay Haven, its officers, and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- K. At all times during the term of this Contract, the Consultant shall have in full force and effect all licenses required of it by law for performance of the services

hereunder.

- L. This RFQ and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. Bay Haven and Proposer hereby agree that this RFQ and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Panama City, Florida.
  
- M. The awarded Consultant shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this contract. Bay Haven shall have access to such books, records, subcontract, financial operations, and documents of the Consultant or its sub consultants as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

### III. PROPOSAL PROCEDURES

#### A. SCHEDULE

Description	Date/Time
Issue Request for Qualifications	March 13, 2025
Deadline for Consultants to submit written questions or seek clarification of the RFQ	Bay Haven will accept questions until 12:00 PM, Central Time, Friday, March 21, 2025. Responses will be issued as addenda and published on Bay Haven's website as they are received.
SOQ Submission Deadline	3:00 PM, Central Time, Friday, March 28, 2025
Board Consideration of Proposals	4:00 p.m., Central Time, April 3, 2025

#### B. AWARD OF CONTRACT

1. Bay Haven intends to award a contract or contracts resulting from this solicitation to the responsible firm(s) whose qualifications represent the best value after evaluation in accordance with the criteria in this solicitation.

2. Bay Haven reserves the right to evaluate Statements of Qualifications and award a contract without interviews with offerors. Therefore, the consultant's initial statement of qualifications should contain the consultant's best presentation of the firm's capabilities and experience.
3. Bay Haven reserves the right to make multiple awards if it is in Bay Haven's best interest to do so.
4. Bay Haven reserves the right not to use all services contained in this RFQ.

#### **IV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to Bay Haven, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of Bay Haven acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of Bay Haven acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.
- C. Bay Haven shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- D. To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless Bay Haven, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the consultant or its sub-consultants, if any, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of Bay Haven.

#### **V. INSURANCE REQUIREMENTS**

- A. The Consultant, sub consultants, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such certificates of insurance have been submitted to Bay Haven; nor shall the Consultant permit any sub consultants, vendors, or suppliers to begin work until similar insurance to cover



the sub consultants, vendors, or suppliers has been obtained and approved by the Consultant.

B. The minimum insurance coverage and limits required are shown by coverage line in the section below. Failure of the Consultant to identify deficiencies in any insurance provided by sub consultants, vendors, or suppliers shall not relieve sub consultants, vendors, or suppliers from any insurance obligations

C. Coverage Required

1. **Workers Compensation and Employer's Liability** - Workers compensation insurance providing statutory benefits as required in the state of Florida and employers liability with limits of not less than:

- \$500,000 E.L. Each Accident
- \$500,000 E.L. Disease - Each Employee
- \$500,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of Bay Haven. The certificate must clearly identify that coverage applies in the state the Consultant, sub consultant, vendor, or supplier is located and includes coverage for Florida as required by statute.

2. **Commercial General Liability** - Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
- g. Blanket Contractual Liability
- h. Primary and Non Contributory Endorsement
- i. Independent Consultant's Liability
- j. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)

3. **Commercial Automobile Liability** - Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- a. Bodily Injury and Property Damage: \$1,000,000 combined single limit
- b. Any auto coverage includes Hired Auto Liability and Non-Owned Auto

Liability.

4. **Professional Liability Insurance** - The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the Consultant, sub consultant and its sub-sub consultants and/or sub-suppliers in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years following completion of the scope. A copy of the policy shall be provided to Bay Haven. Minimum limits are:
- Prime Design Professional: \$1, 000,000 per occurrence/aggregate;
  - Sub-Design Professional: \$1, 000,000 per occurrence/aggregate.

Coverage shall include:

- a. Indemnification Endorsement: Bay Haven Charter Academy, Inc., and any other parties as required by contract as indemnified parties;
- b. Contractual Liability covering hold harmless agreement contained in the contract must be included without exceptions;
- c. Delays in project completion and cost guarantees are covered;
- d. Insurance is primary and non-contributory;
- e. Insuring agreement to read: "to pay on behalf of in lieu of to indemnify";
- f. Separation of insureds;
- g. Retroactive date: Will apply back to the first date of professional services;
- h. No exclusions for construction means, methods, techniques, sequences and procedures; and
- i. General Aggregate must apply per project.

For the purposes of Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with Bay Haven. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/subcontractor and a Sub-Design Professional is also a sub- subcontractor.

#### D. Other Insurance Requirements

All insurance to be obtained by Consultant, sub consultant, vendor, or supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall contain a severability of interest clause (*a policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as*

*though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured).* Additionally, if the Contract requires working on or around a navigable waterway, the Consultant shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine Employers Liability) in compliance with federal statutes or proof of exemption.

#### E. Certificate of Insurance

Prior to commencing its performance under the contract, Consultant and all sub consultants, vendors or suppliers shall provide Bay Haven a Certificate of Insurance evidencing the coverage's previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The Consultant, sub consultant, vendor, or supplier shall maintain a current Certificate of Insurance with Bay Haven for this period.

#### F. Waiver of Subrogation

All insurance coverage maintained by the Consultant and all sub consultants shall include a waiver of any right of subrogation of the insurers thereunder against Bay Haven, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Consultant and all sub consultants further waive all claims and all rights of subrogation against Bay Haven, employees, insurers and underwriters for loss of, or damage to, Consultant/sub consultant scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Consultant/sub consultant.

### VI. SCOPE OF SERVICES

Services are needed at both Bay Haven Charter Academy, Inc., campuses and sports facilities for:

- Site planning and development
- Stormwater management and drainage design
- Parking lot design
- Environmental permitting and compliance
- Construction administration and inspection services
- General consulting services as needed.

## VII. SUBMITTAL REQUIREMENTS

Any firm wishing to be considered is requested to submit the following documentation in the order listed:

1. Letter of interest.
2. Company Profile
  - a. The location of staffing and firm resources expected to be made available to serve Bay Haven.
  - b. General capabilities.
  - c. Number of years in business.
3. Experience and Specific Capabilities
  - a. A description of the firm's personnel who will be assigned to the work detailed in the Scope of Services, including each individual's professional qualifications (education, registrations, and professional affiliations), and pertinent experience.
  - b. The firm's past experience providing services of the type required by Bay Haven to other public and private school projects, the construction cost of which exceeded \$1,000,000.00
  - c. The ability of the firm to adhere to time and budget requirements, and its past record meeting project deadlines.
  - d. Knowledge and understanding of the conditions within the immediate vicinity of Panama City and Lynn Haven, Florida.
  - e. The firm's ability to research, apply for, and obtain project funding in the form of grants, loans, and legislative appropriations; and, its success rate doing so for other clients.
  - f. The firm's ability to assist Bay Haven with preparing and submitting project documentation, including reports and permits, required by local, State, and Federal regulatory agencies.
  - g. Experience in dealing with the Northwest Florida Water Management District, the Army Corps of Engineers, the Florida Department of Environmental Protection, and other regulatory agencies.
  - h. Other relevant experience and qualifications.

4. Project Management
  - a. Staffing plan, including participation of principals compared to associates.
  - b. Understanding the needs of a small public charter school and sensitivity to financial constraints.
  - c. Ideas for innovative yet practical means for solving potential problems.
  - d. Clarity of presentation of services.
  - e. Knowledge of Bay Haven's proposed growth and development plans.
  - f. Experience working with the local topography and flood plain and stormwater management.
  - g. Ability to work with Bay Haven without conflict of interest.
5. An inclusive list of all current public agencies, public schools or private schools who are clients, as well as those who have been clients of the firm within the past three (3) years, together with contact information for each client (name and telephone number of an individual familiar with the company's work).
6. Proof of insurance and its limits.
7. Required Forms:
  - a. Public Entity Crimes Statement
  - b. Non-Collusion Affidavit
  - c. Conflict of Interest Disclosure
  - d. Litigation Statement

#### **VIII. EVALUATION PROCESS**

- A. The selection of firms will be consistent with Chapter 287.055, F. S., but bay Haven shall not be bound by Chapter 287.055, F.S. Selected firms meeting the minimum qualifications will be placed on Bay Haven's consultant list.
- B. The CFO and or her designee will review each SOQ to determine if it is responsive

to the requirements outlined in this solicitation. Only SOQs following the requirements of this solicitation will be reviewed. Failure to comply with these requirements may cause the SOQ to be declared non-responsive.

- C. Firms will be selected by the Bay Haven Board of Directors (“Board”) at a public meeting. To properly evaluate many service procurements, an SOQ may need clarification. Oral presentations may be scheduled to answer questions by the Board. If requested, oral presentations will allow respondents to clarify portions of their SOQ. This will not be an opportunity to submit new information or modify an already submitted response.
- D. Any respondent may be asked to make an on-site presentation of its capability to perform as described in its SOQ. The respondent is responsible for any expenses incurred in making such presentation. The CFO will schedule such presentations if deemed necessary.
- E. The Board will evaluate all SOQs and rank them on a scale of 0 to 100, with 100 being the highest. The following criteria will be used for the ranking:

	Points
1. Project Team	20
a. Management/organization.	
b. Demonstrated engineering experience.	
c. Demonstrated ability to meet schedule and budget.	
d. Demonstrated ability to maintain team integrity over time.	
2. Familiarity with Bay Haven.	10
3. State and other nationally recognized certificates.	10
4. Previous professional services in the geographical area.	15
5. Past performances with Bay Haven.	15
6. Current workload.	10
7. Availability of personnel and resources of the firm in the immediate area and ability to assimilate additional workload.	10
8. Quality of submittal.	5
9. References.	<u>5</u>
Total Possible Points	100

- F. The evaluation process is designed to award a contract resulting from this RFQ to the Respondent(s) deemed by Bay Haven to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. “Responsive Respondent” is defined as a Respondent that has submitted a response that conforms in all material respects to the RFQ and who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

- G. Bay Haven reserves the right, at its sole discretion, to request Respondent clarification of a response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by Bay Haven. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by Bay Haven.
- H. Bay Haven will issue a Notice of Intent to Award identifying the best-evaluated response. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.
- I. Notwithstanding the foregoing, Bay Haven may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in Bay Haven's best interests, provided that such revision of terms and conditions or performance requirements shall not materially affect the basis of response evaluations or negatively impact the competitive nature of the RFQ and Consultant selection process.
- J. The respondent understands that this RFQ does not constitute an agreement or contract with Bay Haven. The official contract or agreement is not binding until the proposal is reviewed and accepted by Bay Haven Commission and a contract is executed by all parties. If proposals are found to be acceptable by Bay Haven, a contract will be awarded to the responsible Consultant(s) whose evaluated proposal is determined to be in the best interest of Bay Haven. Bay Haven will provide written notice of acceptance of the proposal and award of contract to the successful Proposer(s).
- K. The Contract between Consultant and Bay Haven shall be in the form of the "Service Contract" included herewith. The successful Consultant shall assist and cooperate with Bay Haven in executing the Contract, and within ten (10) calendar days following its presentation shall execute same and return it to Bay Haven alongwith the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.

END OF INSTRUCTIONS TO PROPOSERS

## Statement on Public Entity Crimes

In accordance with Florida Statute 287.133, the following information is provided:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF BAY

The undersigned Bidder/Respondent or agent, being duly sworn, on oath says that she/he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by her/him, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting, nor to prevent any person from submitting a bid, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such proposals in any way or manner whatever.

\_\_\_\_\_  
Signature of Authorized Representative  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTYH OF BAY

The foregoing instrument was sworn to, subscribed to and acknowledged before me, in my physical presence and not by electronic means, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

## **CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

Check one:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

Check One:

- The undersigned firm has had no litigation and/or judgments entered against it by any local, State or Federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
  
- The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, State or Federal entity, by any State or Federal court, during the past ten (10) years.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES

(RFQ-CIVIL ENGINEERING-2025)

This Continuing Contract for Professional Services (Contract), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Bay Haven Charter Academy, Inc., hereinafter called the Owner, and the Consultant, \_\_\_\_\_ (insert address of primary service office) hereinafter called the Consultant.

WITNESSETH:

WHEREAS, the Owner desires to obtain from the Consultant the professional services necessary to (Insert brief description of project) as described in Exhibit "A" which is attached hereto and made a part hereof, hereinafter called the Work or scope of work. Now, therefore, the parties hereto mutually agree as follows:

1. CONSULTANT'S FEE:

The Owner shall compensate the Consultant as full compensation for his services, in accordance with the terms and conditions of this Contract as set forth in Exhibit A, attached hereto and incorporated herein

2. FEE FOR ADDITIONAL SERVICE:

The Owner and Consultant agree that there may be certain additional services required to be performed by the Consultant that cannot be defined sufficiently at the time of execution of this contract. Such services shall be defined and authorized in writing prior to being performed. The Owner shall compensate the Consultant for such additional services on the basis of his actual time involved at a fixed rate per hour of employees' time as shown in Exhibit B.

Additional services shall not include any task or sub-task, whether or not specifically included in the scope of work, if such task or sub-task is an integral part of the work required to accomplish those tasks described in the scope of work.

Additional services shall include revising previously approved drawings, specifications, and other documents to accomplish changes initiated by the Owner; however, where such revision is caused by or made necessary by an error, omission, or oversight on the part of the Consultant, the same shall not be considered additional services hereunder. Additional services shall include services rendered as an expert witness in connection

with an administrative hearing or trial.

### 3. SERVICES OF CONSULTANT:

The Owner hereby employs the Consultant and the Consultant agrees to perform professional services (Consultant's Discipline) as described in Exhibit A. The services desired by Owner shall be issued to Consultant pursuant to a Task Order substantially in the form attached hereto as Exhibit B.

The Consultant is and shall remain an independent contractor and not an employee or agent of the Owner. Consultant agrees to maintain adequate and competent professional staff throughout the performance of the contract to ensure acceptable and timely completion of the work.

For any sub-consultant services to be performed within the scope of work provided by the Consultant, the sub-consultant(s) shall be reviewed and approved by the Owner prior to providing the sub-consultant services.

Requirements for signing and sealing plans, specifications, reports and/or other documents prepared by the Consultant shall be governed by the laws of the State of Florida and the requirements of any regulatory agency involved in approval of the project, as applicable. Consultant shall provide to the Owner signed and sealed copies of all surveys, plans, reports, specifications, and other work products.

The Consultant acknowledges that the Owner may retain under separate contract other consultant(s) for tasks required for or related to the performance of the Consultant's services, and that coordination between the Consultant and such other consultant(s) may be necessary. Consultant agrees to provide such coordination as may be necessary within the scope of work.

### 4. TIME AND ORDER OF CONSULTANT'S SERVICES:

The Consultant shall commence work when directed by the Owner following the execution of this contract and shall diligently and in a professional and timely manner perform the Work.

The Consultant shall provide a schedule for review and approval by the Owner for accomplishing the work with allowance made for reviews by the Owner at appropriate milestones.

Since time is of the essence, in the event that the 100% plans and specifications and all other work products are not completed in accordance with the schedule (and such additional extension of time as Bay Haven may have granted), Owner will retain from the compensation otherwise to be paid to the Consultant the sum of \$500 for each day

thereafter (Saturdays, Sundays, and holidays included) that the work remains uncompleted, which sum shall represent the actual damages which Owner will have sustained per day by failure of the Consultant to complete the work within said specified times, it being agreed that said sum is not a penalty but is the stipulated amount of damage (Liquidated Damage) sustained by Owner in the event of such default by the Consultant. Owner and Consultant may amend the Liquidated Damage amount in any particular Task Order but it shall not be less than \$500 per day.

Any delays to the project schedule, caused in whole or in part by Bay Haven or any "act of God" or other uncontrollable event, shall extend the project schedule by the number of days the project was delayed without penalty to the Consultant.

5. PAYMENT OF CONSULTANT'S FEES:

The Owner shall pay the Consultant's fee monthly based upon the percentage of completion of the work and/or time and materials expended for the work. Payments will be processed within 14 days of receipt and approval of invoice, except final payment which shall be paid after the Board approves the final payment.

6. REQUIREMENTS FOR DESIGN:

Any plans and specifications and specifications prepared under this contract shall conform to all applicable local and state laws, codes, ordinances, and regulations affecting the Work. Consultant shall be responsible for confirming applicable design standards, and permitting requirements.

Unless otherwise approved by the Owner, any plans prepared under this contract shall be prepared and provided in 22" x 34" format, as hard copies and electronic (CAD) versions.

7. THE OWNER'S RESPONSIBILITIES:

- A. The Owner shall provide full information regarding his requirements for the project.
- B. The services, information, and reports required by the above Paragraph 7a shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy thereof.
- C. The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.
- D. The Owner shall advertise for bids with the assistance of the Consultant as described in Exhibit A.

E. The Owner shall pay all permit fees and advertising costs.

8. POST-DESIGN SERVICES:

The scope of work in Exhibit A shall describe the Consultant's responsibilities for any contracted post-design services such as bidding assistance, construction observation, contract administration, pre-final and final inspections, and final certifications to the Owner and regulatory agencies.

If the Owner deems it advisable for an "Inspector" to be employed in order to provide inspection of construction under the direction of the Owner, said Inspector will be a direct representative of the Owner and will be paid by the Owner. The Inspector in no way will relieve the Consultant of his duties and responsibilities under this contract.

9. SUCCESSORS AND ASSIGNS:

The Owner and the Consultant each binds himself, his partners, successors, assigns, and legal representatives to the other party, to this Contract, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither the Owner nor the Consultant shall assign, sublet, or transfer his interest in the Contract without the written consent of the other.

10. TERM AND TERMINATION:

This Contract shall begin on the date first set forth above and shall continue until July 1, 2025, and may be renewed for two (2) additional one (1) year terms on the same terms and conditions of this Contract upon the mutual assent of Owner and Consultant. This Contract and any renewal shall be subject to termination upon failure of a party to comply with the terms hereof; however, any termination by the Owner shall first be preceded by written notice of non-compliance to the Consultant. If the Consultant does not correct the non-compliance within ten (10) days after the date of written notice, the Contract shall terminate at the sole option of the Owner and the Owner shall have no further obligation to the Consultant other than those sums paid at the time of termination. This Contract is subject to termination for convenience by the Owner on 30 days written notice and by the Consultant on 90 days written notice. Should Owner terminate this contract without cause, the Owner shall be responsible to the Consultant for his fees to date of termination. No work shall be performed or continue after receipt of notice of termination from the Owner.

11. OWNERSHIP OF DOCUMENTS:

Drawings and specifications shall become and remain the property of the Owner whether the project for which they are made is executed or not. Consultant shall not be liable in

the event drawings, specifications or other documents produced under this Contract are reused for purposes not intended.

12. CONSULTANT'S REGISTRATION:

The Consultants represents that they are now licensed with the State of Florida as required by Florida Statutes, and that they will continue such registration during the term of this contract. Failure to secure or keep said registration shall be grounds for immediate termination of this contract.

13. CONSULTANT'S RESPONSIBILITY OVER CONSTRUCTION CONTRACTOR

The Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions in connection with the construction work; nor shall the Consultant be responsible for the Contractor's failure to carry out the construction work in accordance with the contract documents.

14. PROHIBITION AGAINST CONTINGENT FEES:

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

15. ATTORNEY'S FEES:

The prevailing party in any litigation involving this contract shall be entitled to recover a reasonable attorney's fee, in addition to any other award.

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate state court in and for Bay County, Florida.

16. INSURANCE TO BE CARRIED BY CONSULTANT:

The Consultant, sub consultants, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such certificates of insurance have been submitted to Bay Haven; nor shall the Consultant permit any sub consultants, vendors, or suppliers to begin work until similar insurance to cover the sub consultants, vendors, or suppliers has been obtained and approved by the Consultant.

The minimum insurance coverage and limits required are shown by coverage line in the



section below. Failure of the Consultant to identify deficiencies in any insurance provided by sub consultants, vendors, or suppliers shall not relieve sub consultants, vendors, or suppliers from any insurance obligations.

#### Coverage Required

**Workers Compensation and Employer's Liability** - Workers compensation insurance providing statutory benefits as required in the state of Florida and employers liability with limits of not less than:

- \$500,000 E.L. Each Accident
- \$500,000 E.L. Disease - Each Employee
- \$500,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of Bay Haven. The certificate must clearly identify that coverage applies in the state the Consultant, sub consultant, vendor, or supplier is located and includes coverage for Florida as required by statute.

**Commercial General Liability** - Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
- g. Blanket Contractual Liability
- h. Primary and Non Contributory Endorsement
- i. Independent Consultant's Liability
- j. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)

**Commercial Automobile Liability** - Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- a. Bodily Injury and Property Damage: \$1,000,000 combined single limit
- b. Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

**Professional Liability Insurance** - The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise

from the negligent errors, omissions, or acts of the Consultant, sub consultant and its sub-sub consultants and/or sub-suppliers in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years following completion of the scope. A copy of the policy shall be provided to Bay Haven.

Minimum limits are:

- Prime Design Professional: \$1, 000,000 per occurrence/aggregate;
- Sub-Design Professional: \$1, 000,000 per occurrence/aggregate.

Coverage shall include:

- a. Indemnification Endorsement: Bay Haven Charter Academy, Inc. and any other parties as required by contract as indemnified parties;
- b. Contractual Liability covering hold harmless agreement contained in the Contract must be included without exceptions;
- c. Delays in project completion and cost guarantees are covered;
- d. Insurance is primary and non-contributory;
- e. Insuring agreement to read: "to pay on behalf of in lieu of to indemnify";
- f. Separation of insureds;
- g. Retroactive date: Will apply back to the first date of professional services;
- h. No exclusions for construction means, methods, techniques, sequences and procedures; and
- i. General Aggregate must apply per project.

For the purposes of Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with Bay Haven. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/subcontractor and a Sub-Design Professional is also a sub- subcontractor.

#### Other Insurance Requirements

All insurance to be obtained by Consultant, sub consultant, vendor, or supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall contain a severability of interest clause (*a policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured*). Additionally, if the Contract requires working on or around a navigable waterway, the Consultant shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine

Employers Liability) in compliance with federal statutes or proof of exemption.

#### Certificate of Insurance

Prior to commencing its performance under the contract, Consultant and all sub consultants, vendors or suppliers shall provide Bay Haven a Certificate of Insurance evidencing the coverage's previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The Consultant, sub consultants, vendors, or suppliers shall maintain a current Certificate of Insurance with Bay Haven for this period.

The Owner shall not have any responsibility to read or evaluate any insurance policies to determine the existence of coverage as required in this contract. The execution of the contract by the Consultant shall constitute the Consultant's representation and warranty that all required insurance coverages are in place and shall be maintained for the duration of this contract and for any specified time thereafter, if required by the contract.

#### Waiver of Subrogation

All insurance coverage maintained by the Consultant and all sub consultants shall include a waiver of any right of subrogation of the insurers thereunder against Bay Haven, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Consultant and all sub consultants further waive all claims and all rights of subrogation against Bay Haven, employees, insurers and underwriters for loss of, or damage to, Consultant/sub consultants' scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Consultant/sub consultants.

### 17. PUBLIC RECORDS

This contract shall be subject to Florida's Public Records Laws. Consultant understands the broad nature of these laws and agrees to comply with said laws and laws related to records retention.

### 18. INCORPORATION

The terms of RFQ-CIVIL ENGINEERING SERVICES-2025 and the Statement of Qualifications in response thereto are incorporated in this Contract by this reference.

19. EXECUTION

In Witness Whereof, the Owner and the Consultant have executed this contract to become effective on the day and year first written above:

**OWNER**  
BAY HAVEN CHARTER ACADEMY, INC.

**CONSULTANT**  
[NAME]

\_\_\_\_\_  
By:  
Its: President

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT'S DISCIPLINE AND FEE SCHEDULE**

**EXHIBIT B  
SAMPLE TASK ORDER FORM**

Section I. BACKGROUND

Section II. SCOPE OF SERVICES

Section III. SUB-CONSULTANTS

List the names and the general tasks/responsibilities for any proposed sub-consultants.

Section IV. OWNER'S RESPONSIBILITY

Section V. DELIVERABLES

Section VI. SCHEDULE

Section VII. COMPENSATION

**Attachments**(if needed)

- A.
- B.

NAME OF FIRM

BAY HAVEN CHARTER ACADEMY, INC.

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date