

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/11/2020

Contract/Lease Control #: C08-1595-WS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: DYNAMIX GROUP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/01/2008

Expiration Date: INDEFINITE

Description of: MAN HOUS ON CALL TECHNICAL SUPPORT

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

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

Closed: September 11, 2020

Cc: BCC RECORDS

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** 2/4/2008

**Contract/Lease Control #:** C08-1595-WS2-192

**Bid #:** N/A

**Contract/Lease Type:** AGREEMENT

**Award to/Lessee:** DYNAMIX GROUP

**Lessor:**

**Effective Date:** 2/1/2008

**Amount:** ~~\$33,000.~~  
\$26,850.00

**Term/Expires:** ~~2/2010~~ *Indefinite*

**Description of Contract/Lease:** ~~300~~ MANHOURS ON CALL TECHNICAL  
SUPPORT

**Department Manager:** WATER & SEWER

**Department Monitor:** J. LITTRELL

C08-1595-WS  
DYNAMIX GROUP  
TECH SUPPORT ON CALL MANHOURS  
EXPIRES: INDEFINITE

**Monitor's Telephone #:** 651-7172

**Monitor's Fax #:** 651-7193

**Date Closed:**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2019

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).

<b>PRODUCER</b> Pritchard & Jerden, Inc. 950 East Paces Ferry Road NE Suite 2000 Atlanta GA 30326		<b>CONTACT NAME:</b> Cariell McLeish <b>PHONE (A/C No. Ext):</b> 404-238-9090 <b>FAX (A/C No.):</b> 404-261-5440 <b>E-MAIL ADDRESS:</b> cmcleish@pjins.com	
<b>INSURED</b> Dynamix Group Inc. 1905 Woodstock Road Suite 4150 Roswell GA 30076		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> GREAT NORTHERN INS CO <b>INSURER B:</b> FEDERAL INS CO <b>INSURER C:</b> Chubb National Insurance Company <b>INSURER D:</b> Chubb Indemnity Insurance Co. <b>INSURER E:</b> ACE AMERICAN INSURANCE COMPANY <b>INSURER F:</b>	
DYNAM-1		NAIC # 20303 20281  12777 22667	

**COVERAGES****CERTIFICATE NUMBER:** 1881610534**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	3581-93-70	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp. Benefits \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7352-38-88	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		7983-90-24	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Crisis Assistance \$ 300,000
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	7171-79-27 (AOS) 7175-02-43 (MS and SC)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E E B	Errors & Omissions Cyber Liability Crime Coverage		D94968471 D94968471 8237-3264	10/1/2019 10/1/2019 10/1/2019	10/1/2020 10/1/2020 10/1/2020	Aggregate \$5,000,000 Aggregate \$5,000,000 Aggregate \$1,000,000

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

CONTRACT#: C08-1595-WS  
DYNAMIX GROUP  
TECH SUPPORT ON CALL MAN HOURS  
EXPIRES: INDEFINITE

**CERTIFICATE HOLDER**

Okaloosa County Water & Sewer System  
1808 Lewis Turner Blvd Ste 300  
Fort Walton Beach FL 32547

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

*Michael Mellars*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2018

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<b>PRODUCER</b> Pritchard & Jerden, Inc. 950 East Paces Ferry Road NE Suite 2000 Atlanta GA 30326-1384	<b>CONTACT NAME:</b> Cariell McLeish	
	<b>PHONE (A/C, No, Ext):</b> 404-238-9090	<b>FAX (A/C, No):</b> 404-261-5440
<b>E-MAIL ADDRESS:</b> cmcleish@pjins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Dynamix Group Inc. 1905 Woodstock Road Suite 4150 Roswell GA 30076	<b>INSURER A :</b> GREAT NORTHERN INS CO	<b>NAIC #</b> 20303
	<b>INSURER B :</b> FEDERAL INS CO	20281
	<b>INSURER C :</b> Chubb National Insurance Company	
	<b>INSURER D :</b> Chubb Indemnity Insurance Co.	12777
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:** 151478462**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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		3581-93-70	10/1/2018	10/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Emp. Benefits \$1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7352-38-88	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7983-90-24	10/1/2018	10/1/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 Crisis Assistance \$300,000
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7171-79-27 (AOS) TBD (MS and SC)	10/1/2018 10/1/2018	10/1/2019 10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A A	Errors & Omissions Cyber Liability			3581-93-70 3581-93-70	10/1/2018 10/1/2018	10/1/2019 10/1/2019	Aggregate \$5,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)

**CONTRACT#: C08-1595-WS**  
**DYNAMIX GROUP, INC.**  
**TECH SUPPORT ON CALL MANHOURS**  
**EXPIRES: INDEFINITE**

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County Water & Sewer System  
1808 Lewis Turner Blvd Ste 300  
Fort Walton Beach FL 32547

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

*Michael Mellars*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2017

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<b>PRODUCER</b> Pritchard & Jerden, Inc. 950 East Paces Ferry Road NE Suite 2000 Atlanta GA 30326-1384		<b>CONTACT NAME:</b> Cariell McLeish <b>PHONE (A/C, No, Ext):</b> 404-238-9090 <b>E-MAIL ADDRESS:</b> cmcleish@pjins.com <b>FAX (A/C, No):</b> 404-261-5440															
<b>INSURED</b> Dynamix Group Inc. Scott McKelvey 1905 Woodstock Road Suite 4150 Roswell GA 30076		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : GREAT NORTHERN INS CO</td><td>20303</td></tr><tr><td>INSURER B : FEDERAL INS CO</td><td>20281</td></tr><tr><td>INSURER C : CHUBB IND INS CO</td><td>12777</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : GREAT NORTHERN INS CO	20303	INSURER B : FEDERAL INS CO	20281	INSURER C : CHUBB IND INS CO	12777	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : CHUBB IND INS CO	12777																
INSURER D :																	
INSURER E :																	
INSURER F :																	

## COVERAGES

CERTIFICATE NUMBER: 2086731391

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		35819370	10/1/2017	10/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td>Emp. Benefits</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000	Emp. Benefits	\$1,000,000
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79839024	10/1/2017	10/1/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$25,000,000</td></tr><tr><td>AGGREGATE</td><td>\$25,000,000</td></tr><tr><td>Crisis Assistance</td><td>\$300,000</td></tr></table>	EACH OCCURRENCE	\$25,000,000	AGGREGATE	\$25,000,000	Crisis Assistance	\$300,000								
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71717927	10/1/2017	10/1/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$500,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000						
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A	Errors & Omissions			35819370	10/1/2017	10/1/2018	<table border="1"><tr><td>Aggregate</td><td>\$2,000,000</td></tr></table>	Aggregate	\$2,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Okaloosa County Water & Sewer System  
1808 Lewis Turner Blvd Ste 300  
Fort Walton Beach FL 32547

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AUTHORIZED REPRESENTATIVE

*Michael Mellars*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2014

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<b>PRODUCER</b> Pritchard & Jerden, Inc. 950 East Paces Ferry Road NE Suite 2000 Atlanta GA 30326-1384		<b>CONTACT NAME:</b> Morgan McEachin <b>PHONE (A/C, No. Ext):</b> 404-238-9090 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mmceachin@pjins.com	
<b>INSURED</b> DYNAM-1 Dynamix Group Inc. Mr. Scott McKelvey 1905 Woodstock Road Suite 4150 Roswell GA 30076		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great Northern Insurance Co <b>INSURER B:</b> Federal Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20303 20281	

**COVERAGES****CERTIFICATE NUMBER:** 1975942399**REVISION NUMBER:**

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A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>	Y		35819370	10/1/2014	10/1/2015	<b>EACH OCCURRENCE</b> \$1,000,000 <b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$1,000,000 <b>MED EXP (Any one person)</b> \$10,000 <b>PERSONAL &amp; ADV INJURY</b> \$1,000,000 <b>GENERAL AGGREGATE</b> \$2,000,000 <b>PRODUCTS - COMP/OP AGG</b> \$2,000,000 <b>Emp. Benefits</b> \$1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>			73523888	10/1/2014	10/1/2015	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$1,000,000 <b>BODILY INJURY (Per person)</b> \$ <b>BODILY INJURY (Per accident)</b> \$ <b>PROPERTY DAMAGE (Per accident)</b> \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$</b> NONE			79839024	10/1/2014	10/1/2015	<b>EACH OCCURRENCE</b> \$10,000,000 <b>AGGREGATE</b> \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N		N/A	71717927	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> <b>E.L. EACH ACCIDENT</b> \$500000 <b>E.L. DISEASE - EA EMPLOYEE</b> \$500000 <b>E.L. DISEASE - POLICY LIMIT</b> \$500000
A	<b>Errors &amp; Omissions</b>			35819370	10/1/2014	10/1/2015	<b>Aggregate</b> \$1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County Water & Sewer System  
1808 Lewis Turner Blvd Ste 300  
Fort Walton Beach FL 32547

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

*Michael Mellars*

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# dynamixgroup Statement of Work

Dynamix Group, Inc. (we, us, our) agrees to perform Services as described in this Statement of Work for Okaloosa County Water & Sewer System (you, your) under the terms and conditions of this Transaction Document and the Dynamix Group Sales Agreement.

**Project Name: System i Technical Services**

## 1. Scope of Work

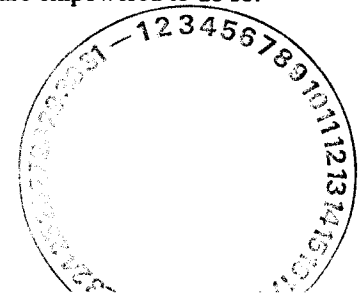
- 1.1. The scope of this project is to provide up to one-hundred and ninety (190) hours of System i Technical Services to you. These Services will only be provided only upon request by your authorized personnel. These Services will be provided by Johnna Kent, KDPC (Kelley Data Processing Consultants) and Shirley McGuire.

## 2. Assumptions

- 2.1. Services will be performed only upon request by your authorized personnel.  
2.2. Services may be provided on site or remotely, through telephone or electronic access.  
2.3. You will ensure that any of your personnel requesting and/or authorizing services are empowered to do so.  
2.4. Some services may be excluded from this Statement of Work.

## 3. Tasks & Activities (which may be provided within this Agreement)

- 3.1. OnDemand (RDARS) hardware and software technical support.  
3.2. System i application design and development.  
3.3. System i technical support, systems administration, and systems management.  
3.4. System i hardware / software installation and/or upgrade.  
3.5. System i problem determination / resolution assistance.  
3.6. System i software maintenance (PTF) installation and support.  
3.7. System i networking / connectivity support.  
3.8. Other System i technical support, as requested by you.



C08-1595-W  
DYNAMIX GROUP  
TECH SUPPORT ON CALL MANHOURS  
EXPIRES: INDEFINITE

## 4. Deliverables

- 4.1. We will provide documentation, application software, and other deliverables, as requested by you.

## 5. Completion Criteria

- 5.1. This project will be considered complete when 1) you notify us that our Services are no longer required, or 2) one-hundred ninety (190) of Services have been performed.

## 6. Charges

- 6.1. These Services will be performed on a time & materials (hourly) basis, plus actual travel and living expenses, as follows:

### Okaloosa County Water and Sewer

System i Technical Services	Hours	Rate	Extended
Johnna Kent / KDPC	150	\$115	\$17,250
Shirley McGuire	40	\$165	\$6,600
<b>Total Services</b>	<b>190</b>	<b>Hours</b>	<b>\$23,850</b>
<b>Estimated Travel and Living Expenses</b>			<b>\$3,000</b>

OK  
Jell Little  
2/5/2010

# dynamixgroup Statement of Work

6.2. We will invoice reasonable travel and living expenses using IRS mileage allowances for automobile transportation and actual cost for all other expenses.

## 7. Responsibilities

### 7.1. Your Responsibilities

7.1.1. You must designate a person as your focal point to whom all of our communications will be addressed and who has the authority to act for you in all aspects of the project.

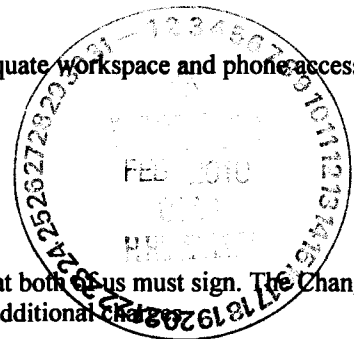
7.1.2. You must provide access to information, systems, facilities (including adequate workspace and phone access), and other items necessary for us to complete our tasks.

### 7.2. Our Responsibilities

7.2.1. Services will be performed at a mutually agreed upon time and date.

## 8. Change Authorization

8.1. Statements of Work may only be changed by a written Change Authorization that both of us must sign. The Change Authorization must describe the changes to be made, including any changed or additional charges.



When agreed to by you and us, this Statement of Work Document confirms the Services you order subject to this Transaction Document and the Dynamix Group Sales Agreement between you and us.

Agreed to: (Customer legal name & address)  
Okaloosa County Water & Sewer System  
1808 Lewis Turner Blvd., Suite 300  
Ft. Walton Beach, FL. 32547

Agreed to:  
Dynamix Group, Inc.  
1905 Woodstock Road, Suite 4150  
Roswell, GA 30075-5625

By: James D. Curry  
Authorized Signature  
Name (print): James D. Curry  
Title: County Administrator  
Date: 2-17-10

By: Rick Scott  
Authorized Signature  
Name: RIK SCOTT  
Title: SERVICES MANAGER  
Date: 1/28/2010

Document Number: **331560279**



Dynamix Group, Inc. (we, us, our) agrees to perform Services for Okaloosa County Water & Sewer System (you, your) only under the terms and conditions of this services agreement (Agreement). This Agreement is the complete agreement between you and us regarding the provision of Services, and replaces any prior oral or written communications between us. No change to the terms of this Agreement is valid unless signed by you and us. Additional or different terms in any order or written communications from you are void.

## 1. Definitions

**iSeries Technical Services** is the name of this project.

**Deliverable** is a literary work or other work of authorship (such as a computer software program, program listing, programming tool, documentation, report, drawing, and similar work) that we develop as part of a Service.

**Service** is the work we perform and any Deliverables we develop according to a Statement of Work.

**Statement of Work** is a written description of the work to be performed and the Deliverables to be developed.

## 2. Statement of Work

### 2.1. Scope of Work

2.1.1. The scope of this project is to provide up to three-hundred (300) hours of iSeries Technical Services to you. These Services will only be provided upon request by your authorized personnel. These Services will be provided primarily by Johnna Kent and KDPC (Kelley Data Processing Consultants).

### 2.2. Assumptions

2.2.1. Services will be performed only upon request by your authorized personnel.

2.2.2. Services may be provided on site or remotely, through telephone or electronic access.

2.2.3. You will ensure that any of your personnel requesting and/or authorizing services are empowered to do so.

2.2.4. Some services may be excluded from this Statement of Work.

### 2.3. Tasks & Activities (which may be provided within this Agreement)

2.3.1. iSeries OS/400 upgrade planning and assistance.

2.3.2. iSeries technical support, systems administration, and systems management.

2.3.3. iSeries application design and development.

2.3.4. iSeries hardware / software installation and/or upgrade.

2.3.5. iSeries problem determination / resolution assistance.

2.3.6. iSeries software maintenance (PTF) installation and support.

2.3.7. iSeries networking / connectivity support.

2.3.8. OnDemand (RDARS) hardware and software technical support.

2.3.9. Other iSeries technical support, as requested by you.

### 2.4. Deliverables

2.4.1. We will provide application software deliverables, based on the tasks we perform.

### 2.5. Completion Criteria

2.5.1. This project will be considered complete when 1) you notify us that our Services are no longer required, or 2) three-hundred (300) of Services have been performed.

### 2.6. Charges

2.6.1. These Services will be performed on a time & materials (hourly) basis at the rate of **\$110** per hour, plus actual travel and living expenses. Up to **three-hundred (300)** hours of Services are included within this SOW.

CONTRACT: 300 ON CALL  
MANHOUS TECHNICAL SUPPORT  
CONTRACT NO: C081505-WS2-192  
DYNAMIX GROUP  
EXPIRES: 7/1/2010

# dynamix GROUP Services Agreement

2.6.2. We will invoice reasonable travel and living expenses using IRS mileage allowances for automobile transportation and actual cost for all other expenses.

## 2.7. Responsibilities

### 2.7.1. Your Responsibilities

2.7.1.1. You must designate a person as your focal point to whom all of our communications will be addressed and who has the authority to act for you in all aspects of the project.

2.7.1.2. You must provide access to information, systems, facilities (including adequate workspace and phone access), and other items necessary for us to complete our tasks.

### 2.7.2. Our Responsibilities

2.7.2.1. Services will be performed at a mutually agreed upon date and time.

## 2.8. Change Authorization

2.8.1. *Statements of Work may only be changed by a written Change Authorization that both of us must sign. The Change Authorization must describe the changes to be made, including any changed or additional charges.*

## 3. Prices and Payment

We invoice Services as they are completed in accordance with the Statement of Work. All amounts are due within 30 days of the invoice date. Amounts past due will be assessed a late payment charge of 1.5% per month.

In addition to the price of Services, you agree to pay any applicable sales, use or similar taxes, fees or duties (unless you or your lessor supply exemption documentation prior to invoicing), late payment charges, and reasonable travel and living charges.

## 4. Additional Responsibilities

Both you and we agree that under this Agreement: a) neither will file a demand for arbitration more than two years after the act or omission that gives rise to a claim; and b) neither is responsible for failure to fulfill any obligations due to causes beyond each other's control. We reserve the right to assign our personnel and we may subcontract Services, or any part of them, to our subcontractors. You agree: y) that you are solely responsible for the results obtained from the use of the Services; and z) that other than assignments referred to in the Lease Assignment section above, not to assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without our prior written consent, and that any attempt to do so is void.

## 5. Work for Hire

You will have all right, title, and interest (including ownership of copyright) in a Deliverable developed exclusively for you as part of a Service. However, you grant us an irrevocable, nonexclusive, worldwide, paid-up license to use and prepare derivative works based upon the Deliverable.

## 6. Warranty

We warrant that we will perform Services using reasonable care and skill and that the Services will conform substantially to the description (including completion criteria) in the Statement of Work. **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.** We do not warrant uninterrupted or error-free operation of any Service or that any or Service you acquire from us will meet your business needs.

# **dynamix** Services Agreement

## **7. Patents and Copyrights**

If a third party files an infringement claim against you asserting that any Deliverable we provide to you infringes a United States patent or copyright of the third party, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you: a) promptly notify us in writing of the claim; and b) allow us to control, and cooperate with us in, the defense and related settlement negotiations. If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Deliverable, or to modify it, or replace it with a Deliverable that is at least functionally equivalent. If we determine that none of these alternatives is reasonably available, you agree to return the Deliverable to us on our written request. We will then refund the money that you paid for the Deliverable. This is our entire obligation to you regarding any claim of infringement.

### **Claims for Which We Are Not Responsible**

We have no obligation regarding any infringement claim based upon: a) anything you provide which is incorporated into a Deliverable or our compliance with any designs, specifications, or instructions provided by you or by a third party on your behalf; b) your modification of a Deliverable, or a Deliverable's use in other than its specified operating environment; c) the combination, operation, or use of a Deliverable with other Deliverables not provided by us as a system; or d) the incorporation of a Deliverable into any Deliverable that we did not provide.

## **8. Limitation of Liability**

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each instance, regardless of the basis on which you are entitled to claim damages (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), we are liable for no more than: a) payments referred to in the Patents and Copyrights section above; b) damages for bodily injury (including death) and damage to real property and tangible personal property caused directly by us; and c) the amount of any other actual direct damages up to the greater of \$100,000 or the amounts you paid for the Service that is the subject of our liability to you. This limit also applies to any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible.

### **Items for Which We Are Not Liable**

Under no circumstances are we or our subcontractors liable for any of the following even if informed of their possibility: a) third-party claims against you for damages (other than those described in the Patents and Copyright section above or as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property caused directly by us); b) loss of, or damage to, your records or data; c) special, incidental, exemplary, punitive, or indirect damages or for any consequential damages; or d) lost profits, business, revenue, goodwill, or anticipated savings.

## **9. Agreement Termination**

You may terminate this Agreement for convenience upon written notice to us. Work will be stopped as soon as practical. You agree to pay for Services provided prior to the Agreement termination. Any terms of this Agreement that by their nature extend beyond the Agreement termination, remain in effect until fulfilled and apply to both of our respective successors and assignees.

Either you or we may terminate this Agreement for cause if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

# dynamix GROUP Services Agreement

## 10. General

This Agreement shall be governed by the laws of the State of Georgia, without regard to conflict of law principles. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by a single arbitrator of the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

By signing below for our respective legal entities, both you and we agree to the terms of this Agreement without modification. Once signed, a) any reproduction of the Agreement or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and b) all Products and Services you order under this Agreement are subject to it.

*Agreed to: (Customer legal name & address)*

Okaloosa County Water & Sewer System  
1804 Lewis Turner Blvd.  
Suite 300  
Ft. Walton Beach, FL. 32547

APPROVED OKALOOSA COUNTY:

NAME: JAMES D. CURRY

By: 

Title: COUNTY ADMINISTRATOR

Date: 2-1-08

*Agreed to:*

Dynamix Group, Inc.  
1905 Woodstock Road  
Suite 4150  
Roswell, GA 30075-5625

By: 

Authorized Signature

Name: RICK SCOTT

Title: SERVICES MANAGER

Date: 01/09/2008

Agreement Number: