

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/03/2022

Contract/Lease Control #: C22-3176-WS

Procurement#: RFP WS 64-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: J&P CONSTRUCTION CO., INC./DBA JAMISON
CONSTRUCTION COMPANY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/03/2022

Expiration Date: 750 DAYS FROM NTP

Description of: APWRF SOLIDS HANDLING EXPANSION PROJECT

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: 7130 Tracking Number: 4574-21
 Procurement/Contractor/Lessee Name: J.P. Conshreen Corp Grant Funded: YES NO
 Purpose: Arbeme Pintcut WKF Expense
 Date/Term: 750 days 1. GREATER THAN \$100,000
 Department #: 4125 2. GREATER THAN \$50,000
 Account #: 563 542 3. \$50,000 OR LESS
 Amount: \$8,725,000.00
 Department: WS Dept. Monitor Name: Little

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wataman Date: 4-19-22
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Federal bids Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: See email attached Date: 4-19-22

 Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: See email attached Date: 4-21-22

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

C22: 317 5-WS
750 days MTP

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, April 21, 2022 12:47 PM
To: DeRita Mason
Cc: Kerry Parsons; Kristina LoFria
Subject: Re: J.P. Construction Company Draft Contract 64-21

Yes.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Thursday, April 21, 2022 1:46:15 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Kristina LoFria
Subject: RE: J.P. Construction Company Draft Contract 64-21

Is the latest version approved as to legal sufficiency?

DeRita Mason



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

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

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, April 19, 2022 11:16 AM
To: DeRita Mason
Subject: RE: J.P. Construction Company Draft Contract 64-21

DeRita,

Good morning, this is approved by Risk for Insurance Purposes only.

Thank You

Kristy LoFria

Okaloosa County BOCC-Risk Management
Public Records & Contract Specialist
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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, April 19, 2022 6:18 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: J.P. Construction Company Draft Contract 64-21
Importance: High

Good morning,



Board of County Commissioners Purchasing Department

State of Florida

Date: February 11, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP WS 64-21

Arbennie Pritchett Water Reclamation Facility

Okaloosa County would like to thank all businesses, which submitted proposals to the Arbennie Pritchett Water Reclamation Facility. (RFP WS 64-21)

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:

J&P Construction Co., Inc. d/b/a Jamison Construction Company
2550 39th St.
Tuscaloosa, AL 35404

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,

A handwritten signature in black ink that reads "Jeffrey A Hyde".

Jeffrey Hyde
Purchasing Manager



J. & P. CONSTRUCTION CO., INC.

DUNS Unique Entity ID 041026584	SAM Unique Entity ID DHAZFBPNM7L5	CAGE / NCAGE 0JWZ8
Purpose of Registration All Awards	Registration Status Active	Expiration Date Jun 28, 2022
Physical Address 2550 39TH ST Tuscaloosa, Alabama 35405-2842 United States	Mailing Address P. O. Drawer 3147 Tuscaloosa, Alabama 35403-3147 United States	

Doing Business as Jamison Construction, Florida	Division Name (blank)	Division Number (blank)
Congressional District Alabama 07	State / Country of Incorporation Alabama / United States	URL (blank)

Registration Dates		
Activation Date Jun 29, 2021	Submission Date Jun 28, 2021	Initial Registration Date Mar 19, 2002

Entity Dates	
Entity Start Date Feb 14, 1963	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 Subchapter S Corporation

Socio-Economic Types

Check the registrant's Reqs & 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
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
0JWZ8

Electronic Business

☒
Carol Muir

P. O. Drawer 3147
Tuscaloosa, Alabama 35403
United States

Government Business

☒
Carol Muir

P. O. Drawer 3147
Tuscaloosa, Alabama 35403
United States

NAICS Codes

Primary NAICS Codes
Yes 237110
221320

NAICS Title
Water And Sewer Line And Related Structures Construction
Sewage Treatment Facilities

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$40,000,000.00
Construction Per Contract	\$25,000,000.00

States
New York

Counties
(blank)

Metropolitan Statistical Areas
(blank)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation

JAMISON CONSTRUCTION COMPANY

Cross Reference Name

J & P CONSTRUCTION CO., INC. D/B/A JAMISON CONSTRUCTION COMPANY

Filing Information

Document Number	840782
FEI/EIN Number	63-0479050
Date Filed	06/05/1978
State	AL
Status	ACTIVE

Principal Address

2550 39TH ST
TUSCALOOSA, AL 35405

Changed: 01/31/2012

Mailing Address

P. O. DRAWER 3147
TUSCALOOSA, AL 35403

Changed: 01/27/2006

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/26/1992

Address Changed: 02/26/1992

Officer/Director Detail

Name & Address

Title ST

MUIR, CAROL T
2550 39TH ST
TUSCALOOSA, AL 35405

Title CEO, Director

JAMISON, THOMAS D
2550 39TH ST
TUSCALOOSA, AL 35405

Title President, Director

ATKINSON, BARRY T
2550 39TH ST
TUSCALOOSA, AL 35405

Title VP, Director

Meriwether, Robert
2550 39TH ST
TUSCALOOSA, AL 35405

Annual Reports

Report Year	Filed Date
2020	03/26/2020
2021	04/01/2021
2022	03/10/2022

Document Images

03/10/2022 -- ANNUAL REPORT	View image in PDF format
04/01/2021 -- ANNUAL REPORT	View image in PDF format
03/26/2020 -- ANNUAL REPORT	View image in PDF format
03/29/2019 -- ANNUAL REPORT	View image in PDF format
02/09/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
02/10/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/15/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format
01/27/2006 -- ANNUAL REPORT	View image in PDF format
04/08/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
02/04/2003 -- ANNUAL REPORT	View image in PDF format
02/13/2002 -- ANNUAL REPORT	View image in PDF format
02/12/2001 -- ANNUAL REPORT	View image in PDF format

03/20/2000 -- ANNUAL REPORT	View image in PDF format
02/18/1999 -- ANNUAL REPORT	View image in PDF format
01/22/1998 -- ANNUAL REPORT	View image in PDF format
02/05/1997 -- ANNUAL REPORT	View image in PDF format
06/21/1996 -- ANNUAL REPORT	View image in PDF format
03/25/1995 -- ANNUAL REPORT	View image in PDF format

Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This document was originally developed by the Design-Build Institute of America (1998) and has been edited by ARRDURAGROUP, Inc. for use on the Okaloosa County Arbennie Pritchett Water Reclamation Facility Project.

This **AGREEMENT** is made as of the 3rd day of May in the year of 2022, by and between the following parties, for services in connection with the Project identified below.

OWNER:

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579

DESIGN-BUILDER:

J&P Construction Co., Inc. D/B/A Jamison Construction Company
2550 39th St.
Tuscaloosa, AL 35405

PROJECT:

Arbennie Pritchett Water Reclamation Facility (WRF) Solids Handling Expansion Project
Fort Walton Beach, Florida

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

CONTRACT: C22-3176-WS
J&P CONSTRUCTION CO., INC./DBA JAMISON
CONSTRUCTION COMPANY
APWRF SOLIDS HANDLING EXPANSION PROJECT
EXPIRES: 750 DAYS FROM NTP

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments and change orders to this Agreement issued in accordance with the *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (“General Conditions of Contract”);

2.1.2 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;

2.1.3 The General Conditions of Contract;

2.1.4 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.5 Design Criteria Package (DCP);

2.1.6 The following other documents, if any:

- a. Performance Guarantees
- b. Request for Proposal, Including All Addenda, Forms, and Attachments.

2.1.7 Design-Builder’s Technical and Cost Proposal submitted in response to the Request for Proposal, as may be revised during the Proposal negotiation process.

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.2 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications, and other documents and electronic data furnished by Design-Builder to Owner under this Agreement (“Work Product”) are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including the copyrights thereto.

4.2 Owner’s Limited License Upon Payment in Full. Upon Owner’s payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner’s occupancy of the Project, conditioned on Owner’s express understanding that its use of the Work Product is at Owner’s sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the “Indemnified Parties”).

4.3 Owner’s Limited License Upon Owner’s Termination for Convenience or Design-Builder’s Election to Terminate. If Owner terminates the Project for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner’s payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, conditioned on the following: Use of the Work Product is at Owner’s sole risk without liability or legal exposure to any Indemnified Party.

4.4 Owner’s Limited License Upon Design-Builder’s Default. If this Agreement is terminated due to Design-Builder’s default pursuant to Section 11.2 of the General Conditions of Contract and (i) it is determined that Design-Builder was in default and (ii) Owner has fully satisfied all its obligations under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner’s completion and occupancy of the Project. This limited license is conditioned on Owner’s express understanding that its use of the Work Product is at Owner’s sole risk and without liability or legal exposure to any Indemnified Party.

4.5 Owner’s Indemnification for Use of Work Product. If Owner uses the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys’ fees, arising out of or resulting from the use of the Work Product to the extent permitted by law. Nothing herein shall be construed as a waiver of Owner’s sovereign immunity under section 768.28, Florida Statutes.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 660 calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved in 90 days after Substantial Completion.

5.2.3 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Designer-Builder shall pay Owner Two Thousand, Five Hundred Dollars (\$2,500) as liquidated damages for each day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of eight million, seven hundred twenty-five thousand Dollars (\$8,725,000.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes, and all other miscellaneous costs mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General

Conditions of Contract, a markup (for general overhead and profit) of eight percent (8%) shall be allowed on such changes.

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner on the First (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments

7.2.1 Owner will retain 5 five (5%) of each Application for Payment provided.

7.2.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract

7.4 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis

in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.

Article 8

Termination for Convenience

8.1 Upon ten (10) days written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of eight percent (8%) on the sum of items 8.1.1 and 8.1.2 above.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof.

Article 9

Representatives of the Parties

9.1 Owner's Representatives

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Mr. Joseph Crews, PE
Southeast Water Practice Director
Ardurra Group, Inc.
1988 Lewis Turner Boulevard
Fort Walton Beach, Florida 32547
Phone: 850-244-5800

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Mr. Jeff Littrell

Director, Okaloosa County Water and Sewer
Okaloosa County Administration Building, Suite 300
Lewis Turner Boulevard
Fort Walton Beach, Florida 32547
Phone: 850-651-7171

9.1.3 Copies of all notices required by this Agreement shall be furnished to:

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

9.2 Design-Builder's Representatives

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Barry T. Atkinson
President of Operations
2550 39th St.
Tuscaloosa, AL 35405
205-354-6631
batkinson@jandpconstruction.com

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Name

Title

Address

Phone

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure in accordance with Article 5 of the General Conditions of Contract the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
1. Workers Compensation	
a. State	Statutory
b. Employers Liability	\$1 million each accident
c. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County and the County Advisor. Also, this endorsement must be indicated on all Certificates of Insurance.	
2. Automobile	\$15 million each occurrence (Combined Single Limit)
3. Commercial General Liability	\$15 million each occurrence (Combined Single Limit)
4. Pollution Liability	\$5 million each occurrence
5. Professional Liability	\$5 million each occurrence
6. Personal and Advertising Injury	\$1 million

Coverage shall be specifically included for damages or injury arising from unexploded ordinance.

Owner and Design-Builder's Protective Liability

In addition to the liability requirements above, the Design-Builder shall at his expense provide a Protective Liability insurance policy issued in the name of the Owner and Design-Builder and County Advisor. Coverage shall be provided under this policy for not less than the following amounts:

1. Bodily Injury	\$5 million each occurrence
------------------	-----------------------------

2. Property Damage

\$5 million each occurrence

In addition, the County requires an all risk (Special Form) Builders' Risk policy and coverage for Hurricanes, Machinery and Equipment (including testing or other enhancements).

Property Insurance

Design-Builder shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the Design-Builder. This insurance shall: (1) include as an additional insured the Owner, Design-Builder, and any others who have an insurable interest; (2) be written on a Builder's Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed on in writing by the Owner prior to being incorporated in the work; (5) allow for partial utilization of the work by the Owner; (6) include testing and startup; and (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the Owner and Design-Builder, with 30-day written notice to each entity to whom a Certificate of Insurance has been issued.

The Design-Builder 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.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

- Payment Bond Security shall equal 100% of Contract Value.
- Performance Bond Security shall equal 100% of Contract Value.

The Performance Bond and the Payment Bond shall be in the form attached to the Request for Proposals by Sureties who are admitted to transact surety insurance in the State of Florida and who have an A.M. Best rating of A- or better. Each shall be in an amount equal to the total Contract Value as adjusted.

10.3 Duration of Coverage. The insurance, bonding, and security required by this Article shall remain in effect coextensively with Design-Builder's obligations under this Agreement.

- In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

Article 11. Other Provisions

Public Records.

- Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

- **Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.
- **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

OKALOOSA COUNTY

**J&P CONSTRUCTION CO., INC.
D/B/A JAMISON CONSTRUCTION
COMPANY:**

*Okaloosa County Board of County
Commissioners*

(Name of Design-Builder)


(Signature)

(Signature)

Mel Ponder



Barry Atkinson
(Printed Name)

Chairman

President of Operations
(Title)

MAY 03 2022

April 21, 2022
(Date)

(Date)

OKALOOSA COUNTY

**J&P CONSTRUCTION CO., INC.
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Chairman

President of Operations

(Title)

(Date)

April 21, 2022

(Date)

Attachment D
General Conditions of Contract

Standard Form of General Conditions of Contract Between Owner and Design-Builder

This document was originally developed by the Design-Build Institute of America (1998)

*and has been edited by Ardurra Group, Inc. for use on the
Okaloosa County Arbennie Pritchett Water Reclamation Facility Project.*

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Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under the Standard Form of Agreement Between Owner and Design-Builder – Lump Sum.

1.2.2 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *Design Consultant* is a qualified, licensed design professional who shall furnish design services required under the Contract Documents.

1.2.4 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements, including unexploded ordinance.

1.2.5 *General Conditions of Contract* refer to this document, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*.

1.2.6 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.7 *Design Criteria Package* is developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Design Criteria Package includes conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

1.2.8 *Site* is the land or premises on which the Project is located.

1.2.9 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.10 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.11 *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete and ready for Performance Testing. The Design-Builder will retain control of the Work until Final Completion.

1.2.12 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.13 *Final Completion* is the date on which the Work, including start-up, commissioning, performance testing, and punch-list items are completed.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract

Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in an exhibit to the Agreement entitled "Performance Standard Requirements," the design

professional services shall be performed to achieve such standards.

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual

stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder

or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming

Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.2 Furnishing of Services and Information

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or

necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.5 Government Approvals and Permits

3.5.1 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility as outlined in the Request for Proposals.

3.6 Owner's Separate Contractors

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

_____ Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work

immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the

presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder is responsible for procuring and maintaining from insurance companies authorized to do business in the state in which the Project is located, and with a minimum A.M. Best rating of A-, the following insurance coverages for certain claims which may arise from or out of the performance of the Work and obligations under the Contract Documents:

5.1.1.1 Coverage for claims arising under workers' compensation, disability and other similar employee benefit laws applicable to the Work;

5.1.1.2 Coverage for claims by Design-Builder's employees for bodily injury, sickness, disease, or death;

5.1.1.5 Coverage for claims for damages (other than to the Work) because of injury to or destruction of tangible property, including loss of use;

5.1.1.6 Coverage for claims of damages because of personal injury or death, or property damage resulting from unexploded ordinance;

5.1.1.7 Coverage for claims of damages because of personal injury or death, or property damage resulting from ownership, use and maintenance of any motor vehicle; and

5.1.1.8 Coverage for contractual liability claims arising out of Design-Builder's obligations under Section 7.4.1 hereof.

5.1.2 Design-Builder's liability insurance required by Section 5.1.1 above shall be written for the coverage amounts set forth in the Agreement and shall include completed operations insurance for the period of time set forth in the Agreement.

5.1.3 Design-Builder's liability insurance set forth in Sections 5.1.1.1 through 5.1.1.8 above shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.4 To the extent Owner requires Design-Builder or any Design Consultant to provide professional liability insurance for claims arising from the negligent performance of design services by Design-Builder or the Design Consultant, the coverage limits, duration and other specifics of such insurance shall be as set forth in the Agreement. Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

5.1.5 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner.

5.1.6 The Design-Builder agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Design-Builder's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Design-Builder becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

5.1.7 The following subsections outline the requirements provided with the Certificates of Insurance.

5.1.7.1 All insurance shall include the interest of all entities names in and its respective, consultants, servants, and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insureds under this policy shall be primary insurance. If the Additional Insureds 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.

5.1.7.2 Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County Purchasing Dept.
5479A Old Bethel Rd.
Crestview, Florida 32536

5.1.7.3 All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide. The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the County, its agents, or representatives.

5.1.7.4 All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.

5.1.7.5 The Certificates of Insurance shall disclose any and all deductibles or self-

insured retentions (SIRs). Deductibles or SIRs in excess of \$50,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Design-Builder's full responsibility. In particular, the Design-Builder shall afford full coverage as specified herein to entities listed as Additional Insureds.

In no way will the entities listed as Additional Insureds be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Design-Builder has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

5.1.7.6 In the event of failure of the Design-Builder to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Design-Builder upon presentation of a bill.

5.2 Reserved

5.3 Reserved

5.4 Bonds and Other Performance Security

5.4.1 Owner shall require Design-Builder to obtain performance and labor and material payment bonds in the amount and form as set forth in the Agreement.

Article 6

Payment

6.1 Schedule of Values

6.1.1 Within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule

of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.2 Monthly Progress Payments

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-

Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Reserved

6.5 Design-Builder's Payment Obligations

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such

Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall

make final payment by the time required in the Agreement, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.2.6 project completion advertisement in the newspaper with the widest circulation in Okaloosa County for four consecutive weeks.

6.7.2.7 letter from Design-Builder's insurance company stating its commercial General Liability Insurance to include Completed Operations and Product Liability will remain in effect for two years following final payment.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if

such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion that were identified in writing by the County prior to final completion and are still unresolved and (iii) the terms of any special warranties required by the Contract Documents.

Article 7

Indemnification

7.1 Patent and Copyright Infringement

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to reasonable attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or

proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive.

7.3 Payment Claim Indemnification

7.3.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner or claimant that such a claim or

mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent caused by the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

——Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, or common within a 10-year cycle for the location of the Project, and other acts of God.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, or common within a 10-year cycle for the location of the Project, and other acts of God.

Article 9

Changes to the

Contract Price and Time

9.1 Change Orders

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.2 Work Change Directives

9.2.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work,

including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; and

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. If the net result of both additions and deletions to the Work is an increase in the Contract Price, overhead and profit shall be calculated on the basis of the net increase to the Contract Price. If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price. Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder

shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

——Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious

manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If, after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may agree to submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

10.3 Litigation

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above shall be decided by a judge of the appropriate state court of Okaloosa County,

Florida, having jurisdiction over the amount in controversy.

10.3.2 Design-Builder and Owner expressly agree that any litigation pursuant to this Section 10.3 shall be decided by a judge sitting without a jury and each Party specifically agrees to waive its right to a jury trial.

10.3.3 The prevailing party in any litigation, or any other final, binding dispute proceeding determined by the judge shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance

10.4.1 Design-Builder shall continue to perform the Work, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 Consequential Damages

10.5.1 Notwithstanding anything herein to the contrary (except as set forth in Section 10.5.2 below), neither Design-Builder nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

———Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then

Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for

convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Bankruptcy of Design-Builder

11.3.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.3.1.1 The Design-Builder, its trustee or other successor, shall furnish, upon request of the Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.3.1.2 The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Design-Builder fails to comply with its foregoing obligations, the Owner shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the Owner under this Article 11.

11.3.2 The rights and remedies under Section 11.3.1 above shall not be deemed to limit the ability of the Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Miscellaneous

12.1 Assignment

12.1.1 Design-Builder shall not, without the written consent of the Owner, transfer or

sublet any portion or part of the Work or the obligations required by the Contract Documents.

12.2 Successorship

12.2.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.3 Governing Law

12.3.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

12.4 Severability

12.4.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.5 No Waiver

12.5.1 The failure of either Design-Builder or Owner to insist, in any one or more

instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.6 Headings

12.6.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.7 Notice

12.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

12.8 Amendments

12.8.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Attachment E

Performance Guarantees

START-UP/PERFORMANCE TESTING AND PERFORMANCE GUARANTEES

Section 1.0 Introduction

This Attachment sets forth the requirements for the Start-Up and Performance Testing (SPT) and the Performance Guarantees for the Project. In addition, this section sets forth damages assessed to the Design-Builder in the event of failure to achieve the stated Performance Guarantees.

Section 2.0 Definition and Terms

The following terms are used in this Attachment and are defined as below or as referenced elsewhere in the Contract Documents:

- ◆ Substantial Completion – (defined in Agreement Section 5.2 and General Conditions Section 1.2.11). The Design-Builder shall retain operational control of the Project at Substantial Completion, while the County shall monitor operation of the WRF to allow for its staff to become familiar with the operational procedures. This operating scheme shall continue until the Project has reached Final Completion.
- ◆ Final Completion – (defined in Agreement Section 5.2, and General Conditions Section 1.2.13, occurs 90 days after Substantial Completion). All start-up, performance testing, and punch list items shall be completed prior to Final Completion. The County will take over operational control of the Project at Final Completion.
- ◆ Functional Test – A test or tests in the presence of Okaloosa County or its designated representative to demonstrate that the installed equipment or system meets the design requirements, the manufacturer’s installation requirements, and other criteria; including but not limited to noise, vibration alignment, speed, proper electrical and mechanical connections and performance, thrust restraint, proper rotation, and initial servicing. All functional testing shall be completed prior to Substantial Completion.
- ◆ Performance Testing – Tests performed by the Design-Builder to illustrate compliance with the performance criteria and Performance Guarantees specified herein. Performance Testing shall be completed as determined by the Design-Builder and approved by the County. All Performance Testing will be completed prior to Final Completion (within 90 days). County staff shall observe the Design-Builder’s Start-Up and Performance Testing to familiarize themselves with the WRF processes.

Section 3.0 Start-Up and Performance Testing Plan Submittal

The Design-Builder shall submit five (5) copies of a Start-Up and Performance Testing Plan at least 180 days in advance of the scheduled start of the Start-Up and Performance Testing Activities. The County shall have approximately 30 days to review and approve/disapprove/comment on the SPT Plan. If disapproved, the Design-Builder shall revise

and resubmit until approval is achieved. The SPT Plan shall include, at a minimum, the following requirements:

- ◆ Procedures for testing the hydraulic capacity of each piece of equipment or process, and the entire treatment process.
- ◆ Procedures for ensuring effluent permit compliance for all wastewater discharged.
- ◆ Procedures for coordinating the flow of wastewater with Okaloosa County, including the testing procedures to be utilized to fully test the WRF while not receiving the design flow of wastewater, if necessary.
- ◆ Procedures for testing the standby power capabilities of the WRF, including simulating power outages for an eight-hour period to demonstrate backup power systems.
- ◆ Use of permanent and temporary instrumentation.
- ◆ Organization of the test team, including responsibilities, authority, and decision making protocols.
- ◆ Response procedures for unsuccessful test results including definition of threshold results that constitute overall Performance Testing failure.
- ◆ Testing schedule.
- ◆ Operations and maintenance schedule during testing.
- ◆ Procedures for disposal of effluent not properly treated.

The SPT Plan shall also describe methods for demonstrating compliance with Performance Guarantees, including:

- ◆ A list of all ambient, biosolids parameters to be monitored and a schedule of monitoring requirements.
- ◆ A description of analytical methods and sampling frequencies at which parameters will be monitored on a continuous or other defined basis.
- ◆ Identification of equipment calibrations to be performed.
- ◆ A full description of any analytical methods and techniques that will be utilized to ensure that all Performance Guarantees will be tested using certified testing procedures.
- ◆ SCADA system monitoring and control functions.

The SPT Plan shall also specify the form and contents of an SPT Report that will be submitted to the County for review and approval.

Should the wastewater flow be such that, during the Performance Testing period, it is not possible to operate the plant at full design capacity for extended time periods, selected process units shall be operated at the maximum design rate. The SPT Plan shall identify the plan and procedures for isolating all process units such that each component of the WRF is operated at the maximum design rate for a minimum of 24 consecutive hours during the Performance Testing.

Section 4.0 Water and Wastewater Supply Requirements for Testing

It is anticipated that all of the required Functional Tests will be completed using reclaimed water from the WRF which is already transferred by force main to the proposed Arbennie Pritchett WRF site where the effluent is currently land applied.

Start-up and Performance Testing will be completed using raw sewage that will be transferred to the Project site as coordinated by Okaloosa County.

Design-Builder shall pay for all potable water requirements associated with SPT, including the cost of disposal.

Section 5.0 Wastewater/ Biosolids Characteristics

The design influent wastewater characteristics have been specified in Section 1 of the Design Criteria Package. All Performance Testing will be conducted using wastewater and /or biosolids that is processed at the Arbennie Pritchett WRF of Okaloosa County.

Compliance with Performance Guarantees as specified herein shall be in force if the actual influent wastewater/biosolids characteristics during Performance Testing conform to the anticipated characteristics described above. Should the average concentration of any influent wastewater parameter over any consecutive thirty-day period vary outside of the range specified in Table E-1, the County and Design-Builder will negotiate revised Performance Guarantee requirements.

All new equipment shall meet the equipment performance requirements described in the procurement manuals.

Section 6.0 Performance Guarantee Requirements

The Design-Builder shall design and construct the Arbennie Pritchett WRF Solids Handling Expansion in such a manner to achieve compliance with all applicable regulatory requirements and the Performance Guarantees outlined herein. Compliance with the Performance Guarantees shall be demonstrated during Performance Testing, according to the schedule presented in Table E-2, and as approved by the County in the Design-Builder's SPT Plan.

Okaloosa County has established following Performance Guarantees for this Project. These Performance Guarantees are listed as follows:

1. **Dewatering and Sludge Performance Guarantee.** The Design-Builder shall demonstrate and guarantee the ability of the WRF Solids Handling Expansion Project to produce dewatered biosolids at a concentration of at least 20 % (by weight) for a period of at least 10 days after centrifuge. During at least 5 days of the 10-day period, the sludge dewatering equipment shall be tested at its maximum design flowrate or flow equivalent. Flow equivalent shall mean that selected units of equipment are tested at the design flowrates for that equipment.

2. **Operations and Maintenance (O&M) Performance Guarantee.** The Design-Builder shall demonstrate and guarantee that neither chemical use, energy consumption, nor sludge production, during operation of the WRF Solids Handling Expansion under the maximum monthly flowrate or flow equivalent Performance Testing, exceeds their average respective limitations declared on Proposal Form 10. During performance testing, these parameters will be measured over the 30-day 'window' when the facility is tested at its maximum monthly flow rate (or flow equivalent). These monthly values will be extrapolated to an annual cost and then compared to the O&M costs outlined on Proposal Form 10. The specific O&M Performance Guarantees for which the Design-Builder is responsible are outlined in Table E-3 below:

Table E-3. Specific O&M Performance Guarantees (Solids Handling Expansion)

Set No.	Processes Included	Energy Use	Chemical Consumption	Sludge Production
	Aerobic Digesters	✓		
	Sludge Thickening	✓		
	Dewatering Units	✓	✓	✓ (annual lbs. basis)

Table E-4. Specific Equipment Performance Guarantees (Miscellaneous Improvements)

Set No.	Processes Included	Energy Use	Chemical Consumption	Performance
	Headworks Influent Screens			✓
	RAS Screen			✓
	Centrifuge Pre-Screening			✓

	Odor Control System			✓
	Washer & Compacter System			✓
	Maintenance Building			✓

The requirements of each Performance Guarantee shall not be construed as to invalidate or disparage compliance with any other Performance Guarantee.

Section 7.0 Monitoring Requirements

During the Performance Testing, the County shall regularly monitor specified key parameters for influent wastewater, treated effluent, and energy and chemical usage in order to evaluate the performance of the WRF and demonstrate compliance with the Performance Guarantees.

Laboratory analyses during the Performance Testing shall be conducted by an independent, certified laboratory that is selected by the Design-Builder and approved by Okaloosa County. The Design-Builder shall pay all costs associated with sampling and laboratory analysis. Okaloosa County may collect samples and analyze them, at its own expense, during the Performance Testing to confirm the results.

Section 8.0 Start-Up and Performance Testing (SPT) Plan Report

The SPT Report shall be signed and sealed by a Florida-licensed Engineer employed by the Design-Builder and shall include at a minimum:

- A certification that testing was conducted in accordance with the approved SPT Plan.
- All data measured and recorded during the tests including laboratory analyses, chemical consumption, instrument calibrations, pressures, and flowrates.
- A record of equipment outages, failures, and preventative maintenance.
- A summary of test results and conclusive evidence of compliance with all test requirements.

The SPT Report shall generally include the following sections:

- Cover page.
- Letter of transmittal.
- Table of contents.
- Executive summary.
- Introduction.
- Description of performance tests.

-
- Results of analytical work.
 - Conclusions.
 - List of tables.
 - List of figures.
 - Appendices.

Section 9.0 Failure of the Performance Testing

Failure to demonstrate the Performance Guarantees during the period of the Performance Testing shall constitute a failure of the Performance Test. Any failure of a Performance Test shall require a correction of those components or conditions that resulted in failure and a retest of the Performance Test after proper notification is provided to Okaloosa County.

Any failure to meet the effluent criteria Performance Guarantee on any individual day during the testing shall require a repeat of the entire test.

If failure of the Performance Test is related to an isolated incident as determined at the sole discretion of the County (e.g., failure of the standby power test), then the Design-Builder shall make all appropriate corrections and then demonstrate compliance with the Performance Guarantee.

All costs associated with retesting to demonstrate compliance with the Performance Guarantees shall be borne by the Design-Builder.

Section 10.0 Remedies and Damages for Non-Compliance with Performance Guarantees

If the Design-Builder fails to comply with any Performance Guarantee, the Design-Builder shall:

- Pay any damages, fines, levies, assessments, impositions, penalties, or other charges resulting from the failed tests that are imposed on the County by others, including the Florida DEP.
- Take any action (including making all capital investments, improvements, modifications, repairs, replacements, and/or adjusting operating and management practices) necessary in order to comply with Performance Guarantees requirements.
- Assist Okaloosa County with all public relations efforts necessary to address non-compliance issues, including public meetings and County Commissioner briefings.

All remedies for non-compliance with the Performance Guarantees shall be completed at the sole cost and expense of the Design-Builder, including liquidated damages associated with schedule delays. Additional Performance Testing to be completed after the remedies are in place will also be completed at the Design-Builder's sole cost and expense.

Section 11.0 Damages for Non-Compliance with Performance Guarantee

Failure to demonstrate compliance with Performance Guarantee shall obligate the Design-Builder to recompense the County according to the terms delineated as follows:

Power consumption during Performance Testing on any Performance Guarantee Set that exceeds the limit(s) declared in the Proposal shall be used to determine damages that the Design-Builder shall pay to the County. The damages will be based on a 20-year net present worth of the power consumption in excess of the declared limit. Calculation of the net present worth will assume continuous operation (24 hours/day x 365 days/year), a 5% rate of return, and an electric rate of \$0.082/kWh.

Chemical use and sludge production during Performance Testing on any Performance Guarantee Set that exceeds the limit(s) declared in the Proposal shall be used to determine damages that the Design-Builder shall pay to the County. The damages will be based on a 20-year net present worth of each chemical's use in excess of the declared limit. Calculation of the net present worth(s) will assume 7 hours per day, 5 day per week, year-round operation, a 5% rate of return, and chemical costs as shown in Table E-5.

Table E-5. Chemical and Sludge Production Costs Used in Calculations of Damages

Description	Cost
Polymer	\$1.25 / pound
Sludge	\$ 100.00 /wet ton

Attachment F
County Lease Agreement with Eglin AFB

Attachment G Un-Exploded Ordinance (UXO) Statement



**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR FORCE MATERIEL COMMAND
WRIGHT-PATTERSON AIR FORCE BASE OHIO**

14 May 2004

MEMORANDUM FOR AAC/SEU
1001N Second St STE 366
Eglin AFB, FL 32542

FROM: HQ AFMC/SEW
Bldg 262, RM S-154
4375 Chidlaw Rd
Wright Patterson AFB, OH 45433-5006

SUBJECT: Clearance Remediation Plan for Lease of Okaloosa County Florida Waste Water Treatment Facility.

1. It was determined by AFSC/SEW and Department of Defense Explosives Safety Board the requirement for UXO Clearance Remediation Plan was not required in accordance with AFM 91-201 para 6.8.3.4.
2. If you have any questions, please call Mr. David Brucker at DSN 787-1659.

//SIGNED//
DAVID BRUCKER
Weapons Safety Manager

cc:
AFSC/SEW (Mr. Carr)

Attachment H Electronic Information

The County's Advisor will make the listed documents available to the Design-Build Proposers on a share drive folder. A link to the documents folder will be provided to the Proposers.

- Arbennie Pritchett Water Reclamation Facility- Record Drawings April 2010
- Expansion of the Arbennie Pritchett Water Reclamation Facility- Record Drawings June 2016
- APWRF Reclaimed Water Expansion Record Drawings September 2020
- Survey dated July 2021
- Geotechnical Report (Original Expansion)
- FDEP Facility Permit
- DMRs

Attachment I Vendor Response

Attachment B
Negotiated Cost Proposal - Design-Build Price

Arbennie Pritchett Water Reclamation Facility
Solids Handling Facility Expansion - Cost Proposal Estimate Summary
RFP # WS 64-21

OPINION OF PROBABLE COST	BASE ESTIMATE	
	Totals	% OF TOTAL
MOBILIZATION/DEMOBILIZATION	\$ 170,000.00	2%
SITWORK	\$ 246,000.00	3%
SLUDGE THICKENER (1 New Andritz Powerdrum RDT)	\$ 515,000.00	7%
AEROBIC DIGESTER (1 -75' Diameter)	\$ 1,070,000.00	15%
BLOWERS @ DIGESTER (2- new 150 hp Blowers)	\$ 619,000.00	9%
DIGESTED SLUDGE PUMP STATION (2 New Nemo/Netzsch)	\$ 96,000.00	1%
DEWATERING CENTRIFUGE STRUCTURE	\$ 585,000.00	8%
PAINT	\$ 39,000.00	1%
CENTRIFUGE (1 New Andritz Decanter Centrifuge)	\$ 566,000.00	8%
POLYMER SYSTEM (Replace Ex with new Andritz Polymer System and ProFlex Pumps)	\$ 271,000.00	4%
MEASUREMENT AND CONTROL	\$ 48,000.00	1%
INSTRUMENTATION	\$ 20,000.00	0%
ELECTRICAL (Eaton MCC)	\$ 1,002,000.00	14%
SCADA FRAMEWORK	\$ 10,000.00	0%
TOTAL DIRECT COSTS	\$ 5,257,000.00	73%
ESCALATION CONTINGENCY 5%	\$ 262,850.00	4%
SUBTOTAL	\$ 5,519,850.00	
GENERAL CONDITIONS	\$ 383,000.00	5%
SUBTOTAL	\$ 5,902,850.00	
CONTRACTORS ENGINEERING& SDC	\$ 415,000.00	6%
SUBTOTAL	\$ 6,317,850.00	
P/P BONDS	\$ 47,150.00	1%
GENERAL LIABILITY	\$ 90,000.00	1%
SUBTOTAL	\$ 6,455,000.00	
SALES TAX 6.50%	\$ 143,000.00	2%
SUBTOTAL	\$ 6,598,000.00	
CONTRACTOR PROFIT	\$ 596,000.00	8%
SUBTOTAL	\$ 7,194,000.00	
CONTRACTORS CONTINGENCY	\$ 10,000.00	0%
TOTAL BASE BID COST	\$ 7,204,000.00	100%

ALTERNATE (MISC.) ITEMS

ITEM	DESCRIPTION	ALTERNATES	TOTALS
1	HEADWORKS SCREENING- New Screens (2 ea) with Conveyor/Washer/Compactor	\$ 1,531,000.00	\$ 1,531,000.00
2	Deduct to Change Underground DI Pipe to PVC C900 DR 18 with DI Fittings	\$ (10,000.00)	\$ (10,000.00)
TOTAL INCLUDING COST WITH ALTERNATES			\$ 8,725,000.00

ESTIMATED TAX SAVING FOR OPE OF MAJOR EQUIP

ITEM	DESCRIPTION	OPE COST	TAX DEDUCT
1	HEADWORKS SCREENING- New Screens (2 ea) \$264k each	\$ 528,000.00	\$ 34,320.00
2	CENTRIFUGE- New (1 ea) Andritz Unit	\$ 380,000.00	\$ 24,700.00
3	RDT- New (1 ea) Andritz Unit	\$ 315,000.00	\$ 20,475.00
4	Electrical Gear	\$ 125,000.00	\$ 8,125.00
TOTAL OPE TAX SAVINGS			\$ 87,620.00

\$ 8,637,380.00

Okaloosa County

Request for Proposals for

The Solids Handling Expansion of the Arbennie Pritchett Water Reclamation Facility

RFP WS 64-21



Kimley»Horn



Okaloosa County

Request for Proposals for

The Solids Handling Expansion of the Arbennie Pritchett Water Reclamation Facility

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Okaloosa County

Request for Proposals for

**The Solids Handling Expansion of the
Arbennie Pritchett Water Reclamation Facility**

1

**Transmittal Letter and
Executive Summary**

1. Transmittal Letter and Executive Summary

1.1 Proposal Transmittal Letter

January 13, 2021

Okaloosa County Purchasing Department

RFQ WS 64-21

Attn: Jeffrey Hyde

5479A Old Bethel Road

Crestview, FL 32536

Re: Request for Proposals for the Solids Handling Expansion of the Arbennie Pritchett Water Reclamation Facility

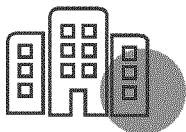
Finding the right team with the experience to serve as your design/build partner can be a challenge. Few construction and design firms can seamlessly work as a singular unit, be a trusted partner, understand the unique challenges, and deliver successful projects like the J & P Construction/Kimley-Horn team. This team is built on relationships with each having experience working with Okaloosa County, Ardurra, and each other on very similar projects spanning over 20 years. In fact, J & P first worked with the County on the Garnier's WWTP in the 1980's and have been constructing plant projects in the Panhandle for the past 40 years.

With decades of experience serving in this exact capacity, we proudly submit our proposal for your consideration. Our two firms excel in this role as "Design" (Kimley-Horn) and "Build" (J & P Construction) partners. Driven by a similar goal of making our clients successful by getting the job done, we combine our talents and resources for a quality project—from vision to ribbon cutting.

As outlined in our initial Statement of Qualifications, the J & P Construction/Kimley-Horn team offers the County a variety of benefits to smoothly deliver this project. In this Request for Proposals, we have detailed our technical approach and how we intend to execute this project professionally, on-budget, and within schedule. Supplementing our technical skillsets, we bring the practical knowledge and proven, hands-on experience with the County in successfully delivering projects such as this.

WHAT OUR TEAM OFFERS OKALOOSA COUNTY

- ✓ Unmatched local wastewater construction experience and zero claim history
- ✓ Direct owner accountability
- ✓ Design-Build team with a 20-year working relationship
- ✓ Ability to manage adversity quickly and professionally
- ✓ Defined team with unmatched knowledge of local conditions
- ✓ Supported by an ENR Top 10 Design Firm with over 40,000 projects delivered in Florida including \$2.1B Design-Build projects in Florida
- ✓ Impeccable safety record
- ✓ Best value culture with a history of high performance
- ✓ Experience with all stakeholders and aspects of the project
- ✓ Self performance and low overhead



Respondent Information

Name: J & P Construction Co., Inc.

Title: Contractor

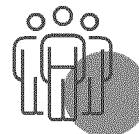
Address: 2550 39th Street

Tuscaloosa, AL 35405

Telephone Number: 205-345-6631

Fax Number: 205-345-6156

Email Address: info@jandpconstruction.com



Principal Contact Person

Name: Barry T. Atkinson

Title: President of Operations

Address: 2550 39th Street

Tuscaloosa, AL 35405

Telephone Number: 205-454-8620

Fax Number: 205-345-6156

Acknowledgment of Addenda

The J & P Construction/Kimley-Horn team acknowledges receipt of the following addenda:

- WS 64-21 Addendum No. 1 – November 10, 2021
- WS 64-21 Addendum No. 2 – December 9, 2021

We are excited for the opportunity to showcase our team's abilities while bringing you the best value ahead of schedule. *As you will see in our cost proposal, we firmly believe we can deliver all components of this project including alternates under the overall budget with room for additional improvements.* Selecting our team will ensure you get exactly who you want on your site with a reputation built on decades of quality and trust. Should you have any questions or would like to discuss our qualifications further, please contact Barry Atkinson at 205-454-8620 or batkinson@jandpconstruction.com.

Sincerely,



Barry T. Atkinson
President of Operations
J & P Construction Co., Inc.



Josh Petersen
Senior Project Manager
Kimley-Horn and Associates, Inc.

Note: As Owner and President of Operations for J & P Construction, Co., Inc., Barry T. Atkinson is empowered to sign and commit to the obligations contained in this proposal offering streamlined communication. Legal evidence of his authority to execute such a proposal is included in Section 2 Proposal Security and Proposal Forms.

1.2 Project Executive Summary

Every treatment plant project has unique challenges and goals. For the Solids Handling Expansion, the County has chosen the Design-Build process to bring collaboration and ideas to the table to ultimately deliver the project within budget and on schedule. Historically, municipalities have used the Design-Low Bid-Build process to deliver their projects, with no choice of the contractor nor knowing if the bids will be in budget. In today's environment of labor shortages, escalation, and supply chain disruptions, having an innovative team on board will mitigate many challenges others our facing while getting a quality product. The J & P Construction/Kimley-Horn teams brings the best of both worlds. J & P's streamlined team and low overhead has allowed them to survive in the low-bid world but with a reputation of honesty, low change orders, and quality. Teaming with Kimley-Horn brings a stable of experienced designers and long-term relationships with all parties in the project. Josh Petersen, the Kimley-Horn Design Manager, has been involved with design-build delivery since 2004, including several design-build projects during his time at Constantine Engineering while working with J & P on numerous solids handling projects. Together our team is built on strong relationships and histories with all parties including the County and Ardurra staff that will ensure open and streamlined communication. Our long standing relationships with equipment vendors and suppliers provides our team the leverage to ensure all performance, service, and warranty obligations are met. *Please note, all the treatment equipment as proposed will be provided by a local representative that covers Okaloosa County to ensure service after the sale.*

Our team measures success by a combination of value, quality, safety, and long-term resilience. From a design perspective, our goal is to maximize quality and budget while working in sync with the County to help ensure best value and constructability. Each design is custom to the project goals and we don't follow rigid company-wide specifications that drive up costs. Our team has progressed the design to meet the DCP scope and to allow pricing accuracy. We look forward to collaborating with the County and the Ardurra team as we have found several opportunities to enhance the design while providing opportunities for all alternatives to fit within the project budget.

Key Team Members and Qualifications

The following briefly describes the key team members and the benefit they will project to the County on this project. Detailed resumes are included in *Tab 6 Resumes* and contain more detailed information regarding their capabilities and accomplishments.



Thomas (Tommy) Jamison
Project Principal



- ✓ 40 years of experience
- ✓ Serves as J & P's acting Chief Executive Officer
- ✓ Involved in over 200+ treatment projects
- ✓ Direct involvement in all projects



Barry Atkinson
*Design-Build Project Manager,
Construction Manager, Start-up Manager*



- ✓ 34 years of experience managing the construction of water and wastewater treatment projects
- ✓ President of Operations for J & P
- ✓ Hands-on project manager with a history of hundreds of treatment plant projects



Rusty Condra
Site Superintendent



- ✓ 20 years of experience as a project superintendent
- ✓ Specializes in treatment plant construction with extensive experience in sitework, mechanical, concrete, and process equipment
- ✓ Strong reputation of maintaining safe sites and communicating effectively with team members



Robert Meriwether
QA/QC Manager, Safety Manager



- ✓ 15 years of experience focusing on new treatment plant construction and existing treatment plant rehabilitation and expansion
- ✓ Involved in 50+ treatment plant projects



Josh Peterson, P.E.
Engineering Design Manager

Kimley»Horn

- ✓ 21 years of project and design management
- ✓ 15 year working relationship with J & P
- ✓ Extensive experience with alternative delivery projects throughout the Southeast ranging in capacity from 1 to 64 MGD
- ✓ Currently working on two biosolid enhancement projects in Florida



Chuck Starling, P.E., BCEE
Process Mechanical Engineering

Kimley»Horn

- ✓ 23 years of experience
- ✓ 20 year working relationship with J & P
- ✓ Experience with alternative delivery projects up to \$14M in construction



Matt Tebow, P.E.
Biological Process Engineering

Kimley»Horn

- ✓ 15+ years of biological process design experience
- ✓ Industry leader in treatment enhancement and optimization
- ✓ Extensive experience in wastewater treatment permitting



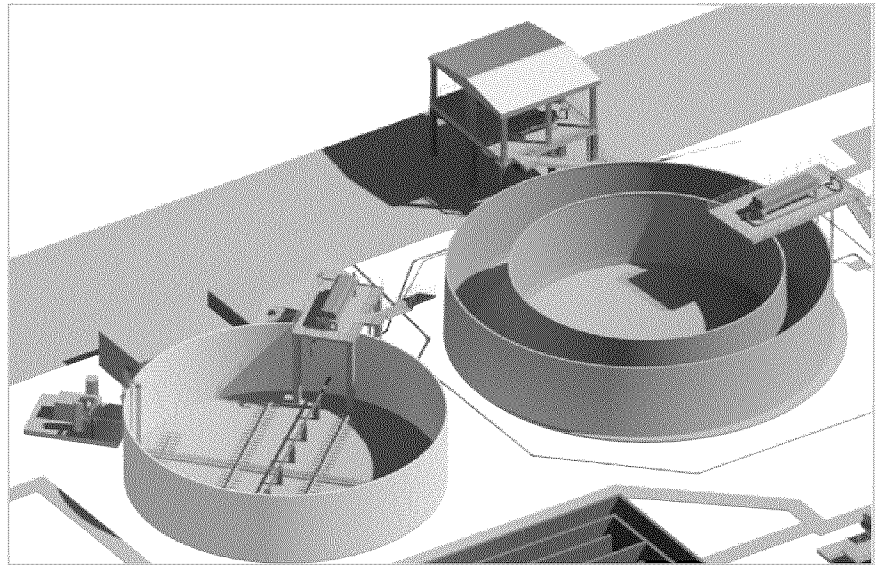
Peter Syntax, P.E., LEED AP
Electrical Engineering and I&C

Kimley»Horn

- ✓ 17+ years of experience
- ✓ Recent experience includes electrical design projects involving upgrades to existing systems and facilities
- ✓ Key team member on the Pasco County Biosolids Design-Build project

Overview of the Proposed Treatment Processes and Other Significant Aspects

The main intent of this project is to expand the solids handling process to match the overall capacity of the plant which recently expanded to 15 MGD (MMADF). To achieve this, a new digester and centrifuge will be required along with the supporting equipment such as a Rotary Drum, Centrifuge Feed Pumps, Polymer System, Blower Improvements and Mixing. The County has also listed several alternatives for pricing should the budget allow. Of those, the most important is replacing the headworks screens followed by digested solids screening, and a new maintenance building.



Digester and Aeration System

The current digestion system consists of a dual tank system providing 1.06 million gallons of digestion volume, equivalent to two 64-foot, 22-ft side water depth (SWD) digesters, that was designed to match the solids loading for 10-MGD of plant capacity. For this expansion the proposed digester must be of adequate capacity to meet the additional 5-MGD of treatment capacity plus the additional solids loading from septage receiving. We are proposing a 75-foot diameter digester with a 22-foot SWD and 24-foot total height height to match the existing hydraulic profile for future flexibility. Stainless steel Coarse Bubble Diffusers will be provided as proposed as the base design. The tank as proposed is a prestressed concrete tank with an integrated rotary drum thickener (RDT) platform similar to the existing tanks. We are proposing Sanitaire coarse bubble diffusers in a four-leg arrangement that will allow operations to vary the tank depth while maintaining mixing efficiency at lower levels. The diffusers will be fed air from a spare 300-hp blower relocated from the existing blower gallery next to the proposed tank and retrofitted with a VFD along with line reactors and grounding shaft rings for added motor protection. Provisions will be made for adding a second blower if ever needed in the future. The tank exterior will be painted similarly to the existing tanks texture and tan color scheme.

Below is our summary of the proposed mass balance for the solids expansion. Data was taken from the DCP, record drawings, and operator feedback.

	FLOW (MGD)	VSS (mg/l)	TSS (mg/l)	BOD5 (mg/l)
PLANT DESIGN FLOW	RAW	14.96	175	212
15 MGD (MMADF)	SEPTAGE	0.04	3,338	7000
Total Daily Sludge Mass to Digesters			25,324 ppd	
Daily Sludge Volume to RDT (1%):			291,787 gpd	
WAS to RDT Flow Rate (24 hour period)			202 gpm	
WAS to RDT Flow Rate (12 hour period)			405 gpm	
WAS to RDT Flow Rate (8 hour period, 7 days a week)			607 gpm	
Flow Rate (8 hour period, 5 days a week)			881 gpm	
Thickener Percent Solids into Digesters			5 to 8%	
Daily Sludge Volume to Digesters post RDT (5%)			60,450 gpd	
Existing Total Digester Capacity			1,058,776 gallons	
Proposed Digester 3 Capacity			727,004 gallons	
Existing and Proposed Total Digester Capacity			1,785,780 gallons	
Provided SRT at 15 MGD at 5% from RDT			30 days	
Estimated Volatile Solids Reduction			38%	
Solids in Digester Post Destruction			17,380 ppd	
Average Digested Sludge Percent Solids to Centrifuge			3.3%	
Digested Sludge Flow to Centrifuge			60,450 gpd	
Single Centrifuge Capacity (Varies by % Solids Feed)			130-180 gpm	
Single Centrifuge Capacity			1,125 lbs/hr	
Total Centrifuge Capacity			2,250 lbs/hr	
Design Feed Rate Each Centrifuge (8 hrs/day, 5 days/week)			136 gpm	
Minimum Dewatering Concentration from Centrifuge			18%	
Sludge Volume to Disposal at 15 MGD			53 cy/day	

Rotary Drum Thickener (RDT)

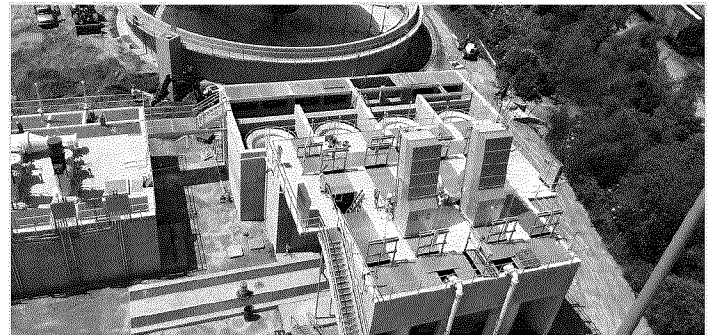
Similar to the existing digesters, a new platform will be provided on top of the digester for a second RDT. The stairs and railing will be an aluminum system with the platform being cast in place. The proposed RDT is an Andritz PDR with a rated capacity of 400 gpm at 1% WAS feed. The RDT will be fed waste activated sludge (WAS) from the existing WAS line that will be valved to allow diversion of WAS to either RDT and respective digesters. At a plant capacity of 15-mgd, the projected WAS volume to all digesters is 273,000 gpd. Considering a 400 gpm feed rate, and a 1/3 portion of the volume, a 4-hour-per-day operation is estimated to fill the new digester. A new dedicated polymer system will feed the WAS line to enhance dewatering capabilities up to 8% solids depending on polymer dosage. The higher the percent solids, the larger the SRT and resulting volatile solids reduction ability. At an 8% feed, the resulting SRT in the proposed digester arrangement would be approximately 47 days providing adequate capacity if needed in the future. The new digester and additional SRT provided will allow for less polymer consumption. The polymer feed system will be located in either the existing building or a new polymer handling building as shown as an alternate. Alternate costing for this building is provided.

Centrifuge System

As shown on the plans, we are proposing a parallel platform to house the proposed Andritz D5LX Centrifuge. The platform will be a cast in place concrete structure set at the same top slab elevation of the existing platform combining the two into a single platform allowing use of the existing stairs. We are proposing to remove the existing metal canopy system and replacing with a new singular system to avoid mismatching of materials and to allow for the installation of an improved dual, electric 6-ton hoist system to allow complete removal of the centrifuge equipment to ground level. The centrifuge will be fed by two new centrifuge feed pumps (one duty, one spare). The feed pumps will be progressive cavity pumps solids macerator on the discharge line. A new dedicated polymer system will feed the centrifuge from either the existing building or from a new polymer handling building as shown. Centrate will drain to a new upsized gravity main to the existing in-plant pump station. Improvements to the existing slab drains will also be included to allow for better washdown and drainage by using trench drains as shown. We propose isolating the slab drains from the process drains to reduce the potential for hydraulic backup during peak operation. In evaluating the future process drainage flow rates, we found that the existing 8-inch drain system does not have the capacity for future flows. The slab drains will be retrofitted after the proposed centrifuge is operating to avoid disrupting current hauling operations.

Headwork Screens Replacement

Since the initial plant was built, the headwork Perf-Plate screens have been problematic. The largest issue is ragging, where wipes are getting past and reaccumulating in the process all the way through dewatering, hence the need for centrifuge screens. In the past, these wipes have damaged equipment and have increased maintenance and reduced equipment life. Our design team has experience in replacing Parkson Perf-Plate screens with rake style screens at other plants. The DCP has called for three new 6mm Mensch Crawler to replace the two Parkson existing and provide a third screen in the bypass channel to provide the design capacity required with one screen out of service. Centerflow screens were listed as alternates. We have pricing for both options. Our proposed design is reflective of the DCP requirements, however we will evaluate several improvements and modifications to improve operations including odor control, RAS screening, emergency bypassing, and improving channel scouring. J & P has recently installed both Mensch Crawler and HydroDyne Centerflow screens at nearby facilities. We recommend touring both operations to better understand the benefits and drawbacks of both.



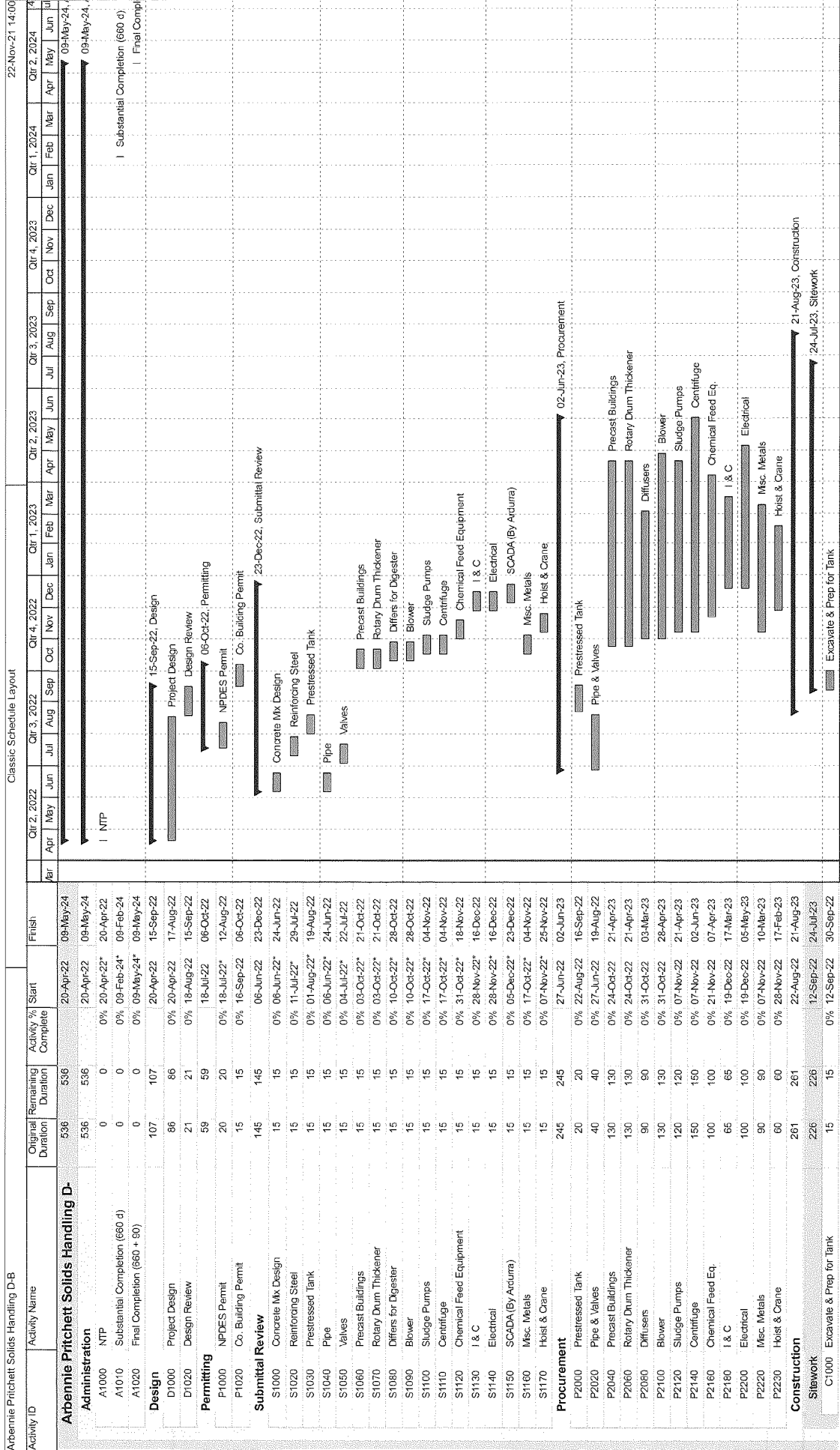
Mensch Screens and Wash Presses at C.C. Williams WWTP (28 MGD ADF)

Maintenance Building

In our proposal we have quoted a standard 25 x 50 pre-engineered metal maintenance building to meet the DCP. We assumed a 15-foot eave height to provide adequate storage clearance. In our pricing effort, we have found that delivery times and escalation varied across the board. The Base Bid vendor has stated that there is an 11-month turnaround time from submittal approval and have experienced over 100% escalation in recent months. We have quoted an alternate building supplier in our bid to meet the schedule. We feel there will be adequate budget to allow for collaboration with plant staff to fine tune the maintenance building requirements as many options are available to meet the County's needs including: HVAC; plumbing; insulation; lighting; equipment maintenance accessories; access doors; storage; electrical service; and architectural finishes.

Critical Path Method Schedule

The benefit of using a Critical Path Method (CPM) schedule is derived by updating the schedule on a frequent basis to correctly reflect the percentage complete for each individual task. By updating the scheduling program on a routine basis, the program has the capability to continuously assess the critical path items to help ensure they are progressing properly and in accordance to the previously agreed project delivery dates. We have included the CPM schedule below, presenting the major activities necessary to implement this project.



Okaloosa County

Request for Proposals for

**The Solids Handling Expansion of the
Arbennie Pritchett Water Reclamation Facility**

2

**Proposal Security and
Proposal Forms**

REQUEST FOR PROPOSALS (RFP) & PROPOSER'S ACKNOWLEDGEMENT

RFP TITLE:

RFP NUMBER: WS 64-21

ARBENNIE PRITCHETT WATER
RECLAMATION FACILITY SOLIDS
HANDLING EXPANSION

RFP OPENING DATE & TIME:

December 17, 2021, 4:00 P.M. CT

LAST DAY FOR QUESTIONS:

December 7, 2021, 4:00 P.M. CT

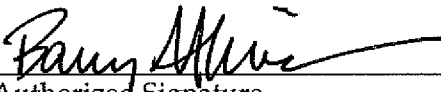
NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

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 RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received by the Okaloosa County Purchasing Department by the "RFP Opening Date & Time" referenced above. The official clock for the purpose of receiving proposals is located in the Okaloosa County Purchasing Department located at 5479A Old Bethel Rd., Crestview, FL 32536. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

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

Company Name: J&P Construction Co. Inc. D/B/A Jamison Construction Company
Mailing Address: 2550 39th St.
City, State, Zip: Tuscaloosa, Al 35405
Federal Employer's Identification Number (FEIN) 63-0479050
Telephone Number: 205-345-6631
Fax Number: 205-345-6652
Email: batkinson@jandpconstruction.com

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

 12/17/21
Authorized Signature Date
Barry T. Atkinson President of Operations
Printed Name Title

PROPOSAL FORM 1
PROJECT TEAM LICENSE LIST

Include information from both the Construction Contractors, Design Firm(s), and Individual Engineers.

Name of Licensee	License No.	Classification	Renewal Date	Active (Yes/No)
Tommy Jamison	FL - CGC060077	Cert General Contractor	8/31/2022	Yes
Barry Atkinson	FL - CGC060025	Cert General Contractor	8/31/2022	Yes
Rusty Condra	N/A			
Robert Meriwether	N/A			
Carrie Grace Gardino	N/A			
Josh Petersen	FL - 67308	Civil Engineer	2/28/2023	Yes
Chuck Starling	FL - 83647	Civil Engineer	2/28/2023	Yes
Matt Tebow	FL - 82414	Civil Engineer	2/28/2023	Yes
Jason Gault	AL - 32644	Engineer	12/31/2023	Yes
Felicity Appel	FL - 87780	Civil Engineer	2/28/2023	Yes
Peter Syntax	FL - 74259	Electrical Engineer	2/28/2023	Yes
Erkan Gungor	FL - 85201	Electrical Engineer	2/28/2023	Yes
Seth Schmid	FL - 54640	Engineer	2/28/2023	Yes
Doug Eckmann	FL - 47259	Engineer	2/28/2023	Yes
Joe Greeley	FL - 55721	Civil Engineer	2/28/2023	Yes
J & P Construction Co., Inc. DBA Jamison Construction Company	FL - CGC060077	Cert General Contractor	8/31/2022	Yes
Kimley-Horn and Associates, Inc.	FL - 35106 (registry)	Engineer	2/28/2023	Yes
Wise Services, Inc.	FL - EC13001544	Cert Electrical Contractor	8/31/2022	Yes
Axia Consulting	FL - 34943 (registry)	Engineer	2/28/2023	Yes
Steven Bunker	FL - 89907	Engineer	2/28/2023	Yes

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Thomas (Tommy) Jamison

Firm: J & P Construction Co., Inc.

Title: Chief Executive Officer

Years employed by firm: 34 years

Total Professional Experience 40 years

Professional Registration and Licenses (type/state/year/license number): Certified General Contractor/FL/2022/CGC060077

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: Project Principal

Description of Role/Responsibilities:

Meet with project managers, design team, and field personnel.

Expected Time Commitment to Project: Permitting/Design: 5 % Construction/Startup: 10 %

Client Reference (List 2 client contact reference information for recent projects)

Monica Wallis, P.E.
Operation Manager at Destin Water User’s
850-837-6146
mwallis@dwuinc.com

Alicia Keeter
General Manager
SWUC
850-654-1242

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Barry Atkinson

Firm: J & P Construction Co., Inc.

Title: President of Operations

Years employed by firm: 34 years

Total Professional Experience 34 years

Professional Registration and Licenses (type/state/year/license number): Certified General Contractor/FL/2022/CGC060025

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: Design-Build Project Manager, Construction Manager, Start-up Manager

Description of Role/Responsibilities:

Project manager for construction and startup.

Expected Time Commitment to Project: Permitting/Design: 5 % Construction/Startup: 100 %

Client Reference (List 2 client contact reference information for recent projects)

Jacob Forrester
Starkville Utilities
662.323.3133
jforrester@starkvilleutilities.com

Geoff Wilkins
Daphne Utilities
251.380.8562
geoff@daphneutilities.com

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Rusty Condra

Firm: J & P Construction Co., Inc.

Title: Superintendent

Years employed by firm: 4 years

Total Professional Experience 20 years

Professional Registration and Licenses (type/state/year/license number): Not applicable

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: Site Superintendent

Description of Role/Responsibilities:

Oversee project performance, schedule, safety, and quality. Superintendent will monitor all aspects and inspections, and be sure project conforms to the project specifications and requirements.

Expected Time Commitment to Project: Permitting/Design: 5 % Construction/Startup: 100 %

Client Reference (List 2 client contact reference information for recent projects)

Monica Wallis, P.E.
Operation Manager at Destin Water User's
850-837-6146
mwallis@dwuinc.com

Logan Law
Destin Water User's Wastewater Superintendent
850-337-3939
llaw@dwuinc.com

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Robert Meriwether

Firm: J & P Construction Co., Inc.

Title: Vice President

Years employed by firm: 15 years

Total Professional Experience 15 years

Professional Registration and Licenses (type/state/year/license number): Not applicable

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: QA/QC Manager, Safety Manager

Description of Role/Responsibilities:

Work along Project Manager, assist and oversee construction operations and safety.

Expected Time Commitment to Project: Permitting/Design: 5 % Construction/Startup: 80 %

Client Reference (List 2 client contact reference information for recent projects)

Vaile Feemster
Manager, Dauphin Island Water and Sewer
251-861-2363

Monica Wallis, P.E.
Operation Manager at Destin Water User’s
850-837-6146
mwallis@dwuinc.com

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Josh Petersen, P.E.

Firm: Kimley-Horn and Associates, Inc.

Title: Project Manager

Years employed by firm: 2 years

Total Professional Experience 21 years

Professional Registration and Licenses (type/state/year/license number): Professional Engineer/FL/2023/67308

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: Engineering Design Manager

Description of Role/Responsibilities:

Project manager for design.

Expected Time Commitment to Project: Permitting/Design: 70 % Construction/Startup: 10 %

Client Reference (List 2 client contact reference information for recent projects)

Jon Jones
Nextera Energy - Sustainable Water
706.818.1610
jonathan.jones3@nexteraenergy.com

Ronnie Jones
Indian River County
772.226.3214
rjones@ircgov.com

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Chuck Starling, P.E., BCEE

Firm: Kimley-Horn and Associates, Inc.

Title: Associate

Years employed by firm: 4 years

Total Professional Experience 23 years

Professional Registration and Licenses (type/state/year/license number): Professional Engineer/FL/2023/83647

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: Process Mechanical Engineering

Description of Role/Responsibilities:

Process mechanical engineer and will oversee QC integration during all phases.

Expected Time Commitment to Project: Permitting/Design: 65 % Construction/Startup: 10 %

Client Reference (List 2 client contact reference information for recent projects)

Stacy Hayden, P.E.
Emerald Coast Utilities Authority
Director of Engineering
850.969.6648
stacy.hayden@ecua.fl.gov

Chase Glisson, P.E.
Engineering Director
Jackson County Utility Authority
228.762.0119 x 5306
cglisson@jcua-ms.us

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Peter Syntax, P.E., LEED AP

Firm: Kimley-Horn and Associates, Inc.

Title: Vice President

Years employed by firm: 10 years

Total Professional Experience 17 years

Professional Registration and Licenses (type/state/year/license number): Electrical Engineer/FL/2023/74259

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: Electrical Engineering and I&C

Description of Role/Responsibilities:

Electrical engineer to assist with associated electrical and instrumentation and controls.

Expected Time Commitment to Project: Permitting/Design: 60 % Construction/Startup: 10 %

Client Reference (List 2 client contact reference information for recent projects)

Eric Waldo, P.E.
City of Scottsdale
480.312.7245
ewaldo@scottsdaleaz.gov

Ted Merrell
Merrell Bros., Inc.
800.663.8830
ted@merrellbros.com

PROPOSAL FORM 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Seth Schmid, P.E.

Firm: Kimley-Horn and Associates, Inc.

Title: Associate

Years employed by firm: 26 years

Total Professional Experience 25 years

Professional Registration and Licenses (type/state/year/license number): Professional Engineer/FL/2023/54640

Assignment for Okaloosa’s Arbennie Pritchett WRF Project: Structural Engineering

Description of Role/Responsibilities:

Structural engineering.

Expected Time Commitment to Project: Permitting/Design: 40 % Construction/Startup: 5 %

Client Reference (List 2 client contact reference information for recent projects)

Craig Osmanski
Pinellas County Utilities
727.464.3874
cosmanski@co.pinellas.fl.us

Elizabeth Wong, P.E.
City of North Port
941.240.8321
ewong@cityofnorthport.com

PROPOSAL FORM 3

SURETY LETTER OF INTENT TO ISSUE A PERFORMANCE BOND

Okaloosa County Purchasing Department

579A Old Bethel Road

Crestview, Florida 32536

Attention: Jeff Hyde, Purchasing Director

Re: Proposal for Okaloosa County's Arbennie Pritchett WRF Solids Handling Expansion

J&P Construction Company, Inc. d/b/a

Jamison Construction Company (the Proposer) has submitted herewith a Proposal in response to Okaloosa County' Request for Proposals for the Arbennie Pritchett WRF (the Project) (the "RFP"). The RFP requires the Successful Proposer approved by Okaloosa County to enter into an Agreement to design and construct the Arbennie Pritchett WRF Solids Handling Expansion.

The Surety has reviewed the Proposer's Proposal which will form the basis of the Agreement. The Surety hereby certifies that it intends to issue on behalf of the Company, should the conditions of the Agreement and the business standing of the Proposer be substantially the same on the day of issuance, as security for the performance of its obligations under the Agreement, a Performance Bond for the Project in an amount equal to the Cost Proposal, meeting requirements of the Agreement for the benefit of Okaloosa County.

Western Surety Company

Name of Surety

R. Forrest Fitts

Name of Authorized Signatory



Signature


Attorney-in-Fact

Title

Acknowledged:

[Company] J & P Construction Co., Inc. d/b/a Jamison Construction Co.

By



Printed Name: Barry Atkinson

Title: President of Operations

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

T Gary Fitts, J David Fitts, Charles F Horton Jr, Timothy L Donahue, R Forrest Fitts, Cheryl A Camak, Julie Tubbs, Jeffrey Hogg, Raven Davis, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument: that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of December, 2021



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

PROPOSAL FORM 4

SURETY LETTER OF INTENT TO ISSUE A PAYMENT BOND

Okaloosa County Purchasing Department

579A Old Bethel Road

Crestview, Florida 32536

Attention: Jeff Hyde, Purchasing Director

Re: Proposal for Okaloosa County's Arbennie Pritchett WRF Solids Handling Expansion

J&P Construction Company, Inc. d/b/a

Jamison Construction Company (the Proposer) has submitted herewith a Proposal in response to Okaloosa County' Request for Proposals for the Arbennie Pritchett WRF (the Project) (the RFP). The RFP requires the Successful Proposer approved by Okaloosa County to enter into an Agreement to design and construct the Arbennie Pritchett WRF Solids Handling Expansion.

The Surety has reviewed the Proposer's Proposal which will form the basis of the Agreement. The Surety hereby certifies that it intends to issue on behalf of the Company, should the conditions of the Agreement and the business standing of the Proposer be substantially the same on the day of issuance, as security for the performance of its obligations under the Agreement, a Payment Bond for the Project, in an amount equal to the Cost Proposal, meeting requirements of the Agreement for the benefit of Okaloosa County.

Western Surety Company

Name of Surety

R. Forrest Fitts

Name of Authorized Signatory



Signature

Attorney-in-Fact

Title

Acknowledged:

[Company] J & P Construction Co., Inc. d/b/a Jamison Construction Co.

By



Printed Name: Barry Atkinson

Title: President of Operations

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

T Gary Fitts, J David Fitts, Charles F Horton Jr, Timothy L Donahue, R Forrest Fitts, Cheryl A Camak, Julie Tubbs, Jeffrey Hogg, Raven Davis, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



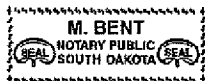
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of December, 2021



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

PROPOSAL FORM 5
FORM OF PROPOSAL BOND

(Note: Adapted from AIA Document a310™ - 1970)

KNOW ALL MEN BY THESE PRESENTS, that we
J&P Construction Company, Inc. d/b/a Jamison Construction Company
P.O. Drawer 3147
Tuscaloosa, AL 35403

as Principal, hereinafter called the Principal, and
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety,
are held and firmly bound unto

Okaloosa County, Florida

Lewis Turner Blvd., Suite 300

Fort Walton Beach, FL 32547

as Oblige, hereinafter called the Oblige, in the sum of \$ 2,000,000.00 for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal (bid) for the

Okaloosa County Water and Sewer Department's Arbennie Pritchett Water Reclamation Facility

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for
the faithful performance of such Contract and for the prompt payment of labor and material furnished
in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Oblige may
in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of December, 2021

Carel Muir
(Witness)

Raven Davis
(Witness) Raven Davis, Bond/Surety CSR

J&P Construction Company, Inc. d/b/a Jamison Construction Company
(Principal) (Seal)

Barry Allen, President of Operations
(Title)

Western Surety Company
(Surety)

R. Forrest Fitts
(Title) R. Forrest Fitts, Attorney-in-Fact (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

T Gary Fitts, J David Fitts, Charles F Horton Jr, Timothy L Donahue, R Forrest Fitts, Cheryl A Camak, Julie Tubbs, Jeffrey Hogg, Raven Davis, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

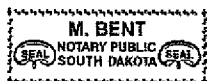
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of December, 2021



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Proposal Form 6
INSURANCE LETTER OF INTENT

Okaloosa County Purchasing Department

579A Old Bethel Road

Crestview, Florida 32536

Attention: Jeff Hyde, Purchasing Director

Re: Proposal for Okaloosa County's Arbennie Pritchett WRF Solids Handling Expansion

J&P Construction Co., Inc. (the Proposer) has submitted herewith a Proposal in response to Okaloosa County's Request for Proposals for the Arbennie Pritchett WRF (the Project) (the RFP). The RFP requires the Selected Proposer to enter into an Agreement to design and construct Arbennie Pritchett WRF Solids Handling Expansion, as described in the RFP if the Proposer is approved by Okaloosa County for execution of the Agreement.

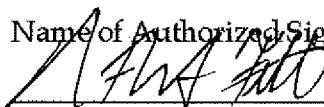
The Insurance Company has reviewed the Proposer's Proposal which will form the basis of the Agreement. The Insurance Company hereby certifies that it intends to provide all required insurance set forth in this RFP in the event the Proposer is approved by Okaloosa County for final negotiations and execution of the Agreement.

Travelers Insurance Company

Name of Insurance Company

R. Forrest Fitts

Name of Authorized Signatory



Signature

Agent

Title

PROPOSAL FORM 7
MAJOR EQUIPMENT LIST

MAJOR EQUIPMENT	PROPOSED MANUFACTURER(S) ¹
Mechanical Screening	Vulcan
Prestressed Concrete Tank	Precon
Electrical Building	Concrete Modular Systems (CMS)
Diffuser Systems	Sanitaire
Blowers	Existing
MCC	Eaton
PLC	Allen-Bradley
Crane and Monorail System	R&M Material Handling
Sludge Thickening	Andritz
Sludge Aerobic Digestion	Sanitaire
Sludge Dewatering	Andritz
Odor Control	(removed)
Polymer System	Velodyne
Chemical Building	Concrete Modular Systems (CMS)
Hypochlorite System	(removed)
Sludge Feed Pumps	Nemo
Progressing Cavity Pumps	Nemo
Sodium Hypochlorite Storage Tanks (if needed)	(removed)
Polymer Storage Tanks (if needed)	(not required)

Note:

1 - List only one manufacturer.

PROPOSAL FORM 8

DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) 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 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 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: December 17, 2021
 Company: J&P Construction Co. Inc. D/B/A
Jamison Construction Company
 (Typed or Printed)

Signature: 
 Name: Barry T. Atkinson

Address: 2550 39th St. Tuscaloosa, AL 35405
Barry T. Atkinson
 Title: President of Operations
 E-Mail: batkinson@jandpconstruction.com
 Phone
 No.: 205-345-6631

PROPOSAL FORM 9

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

Yes _____ No X

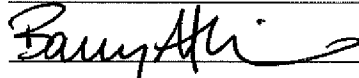
Name(s)

Position(s)

Firm Name: J&P Construction Co. Inc. D/B/A Jamison Construction Company

By (Printed) Barry T. Atkinson

By (Signature)



Title:

President of Operations

Address:

2550 39th St. Tuscaloosa, Al 35405

Phone No.:

205-345-6631

E-Mail:

batkinson@jandpconstruction.com

PROPOSAL FORM 10

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, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of 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: December 17, 2021
J&P Construction Co. Inc. D/B/A

COMPANY: Jamison Construction Company

ADDRESS: 2550 39th St.
Tuscaloosa, Al 35405

PHONE NO.: 205-345-6631

SIGNATURE: 

NAME: Barry T. Atkinson
(Typed or Printed)

TITLE: President of Operations

E-MAIL: batkinson@jandpconstruction.com

PROPOSAL FORM 11

CONE OF SILENCE CLAUSE

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

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

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director 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 Benjamin Miller representing J&P Construction Co. Inc. D/B/A Jamison Construction Company
Signature Company Name

On this 17 day of December 2021 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

PROPOSAL FORM 12

INDEMNIFICATION AND HOLD HARMLESS

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

Limit of Indemnification: \$6,577,000.
(Construction Amount)

J & P Construction Co., Inc.
dba Jamison Construction Co.

Respondent's Company Name

2550 39th Street
Tuscaloosa AL 35405

Physical Address

PO Drawer 3147
Tuscaloosa AL 35403

Mailing Address

205-345-6631

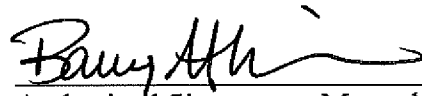
Phone Number

205-454-8620

Cellular Number

Jan. 13, 2021

Date



Authorized Signature – Manual

Barry Atkinson

Authorized Signature – Typed

President of Operations

Title

205-345-6652

FAX Number

After-Hours Number(s)

batkinson@jandpconstruction.com

Email

PROPOSAL FORM 14
COMPANY DATA

Respondent's Company Name: J&P Construction Co. Inc. D/B/A Jamison Construction Company

Physical Address & Phone #: 2500 39th St. Tuscaloosa, Al 35405

250-345-6631

Contact Person (Typed-Printed): Barry T. Atkinson

Phone #: 205-345-6631

Cell #: 205-454-8620

Email: batkinson@jandpconstruction.com

Federal ID or SS #: Federal ID: 63-0479050

DUNNS/SAM #: DUNNS: 041026584 / SAM: 0JWZ8

Respondent's License #: CGC060077

Fax #: 205-345-6652

Emergency #'s After Hours,
Weekends & Holidays: 205-454-8620

PROPOSAL FORM 15**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: J&P Construction Co, Inc. D/B/A Jamison Construction Company

Entity Address: 250 39th St. Tuscaloosa, Al 35405

Duns Number: 041026584

CAGE Code: OJWZ845

PROPOSAL FORM 16

LIST OF REFERENCES

1. Owner's Name & Address: Destin Water Users, Inc.
218 Main Street
Destin, Fl 32541

Contact Person: Monica Wallis, P.E.

Telephone: (850) 337-3945 Email: mwallis@dwuinc.com

2. Owner's Name & Address: Starkville Utilities
200 N. Lafayette Street, Starkville , Ms 39759

Contact Person: Jacob Forrester, P.E.

Telephone: (662) 323-3133 Email: jforrester@starkvilleutilities.com

3. Owner's Name & Address: South Walton Utilities
369 Miramar Beach Dr.
Miramar Beach, Fl 32550

Contact Person: Alicia Keeter

Telephone: (850) 687-0968 Email: aak@swuci.com

PROPOSAL FORM 17

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, J&P Construction Co. Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Barry T. Atkinson

Name and Title of Contractor's Authorized Official

December 17, 2021

Date

PROPOSAL FORM 18

**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.

The Solids Handling Expansion of The Arbennie Pritchett

1. This sworn statement is submitted for Water Reclamation Facility

2. This sworn statement is submitted by J&P Construction Co. Inc. D/B/A Jamison Construction Company

Whose business address is: 2550 39th St Tuscaloosa, Al 35405

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: 63-0479050

3. My name is Barry T. Atkinson and my relationship to the entity named above is President of Operations

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

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

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

- Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: December 17, 2021 Signature: *Barry T. Atkinson*
Barry T. Atkinson

STATE OF: Alabama

COUNTY OF: Tuscaloosa

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 17 day of December, in the year 2021.

My commission expires: September 29, 2025

Notary Public
Kirstin Owens *Kirstin Owens*
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:
Personally Known
Type of ID



PROPOSAL FORM 19

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**

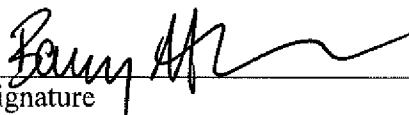
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were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

Barry T. Atkinson President of Operations

Printed Name and Title of Authorized Representative


Signature

December 17, 2021
Date

PROPOSAL FORM 20

VENDORS ON SCRUTINIZED COMPANIES LISTS

J&P Construction Co. Inc. D/B/A

By executing this Certificate Jamison Construction Company, 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 Respondent 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: December 17, 2021
J&P Construction Co. Inc. D/B/A

COMPANY: Jamison Construction Company

ADDRESS: 2550 39th St.
Tuscaloosa, Al 35405

PHONE NO.: 205-345-6631

SIGNATURE: 

NAME: Barry T. Atkinson
 (Typed or Printed)

TITLE: President of Operations

E-MAIL: batkinson@jandpconstruction.com

PROPOSAL FORM 21

OPERATIONS AND MAINTENANCE PERFORMANCE GUARANTEE BENCHMARKS

Set No.	Processes Included	ANNUAL O&M COST			TOTAL
		Energy Use	Chemical Consumption	Sludge Production	
1	Aerobic Digester	\$112,178.57	NR	NR	\$112,178.57
2	Sludge Thickening	\$1,168.53	NR	NR	\$1,168.53
3	Dewatering Unit	\$11,518.34	\$37,813.25	\$601,859	\$651,190.85
Total O&M					\$764,537.95
Present Worth Factor (20-year, 5%)					12.46
Total Present Worth Cost					\$9,526,142.82

Note: Costs should be based on the annual expected cost (Year 2023) at annual average flowrate of 15 MGD

Assumptions

- 1) Chemical consumption is based on 1/3 split of solids to new centrifuge, 20.8 dry tons/week, 28 lbs polymer per dry ton.
- 2) Sludge Production based on 1/3 split of WAS to Digester 3, 38% VSS reduction, 18% Solids from Centrifuge
- 3) Power Usage for Relocated Blower Option assumes average power usage of 210hp at 24/7/365 Operation
- 4) Power Usage for Dewatering Assumed at 35 hours/week operation for single centrifuge system
- 5) Power Usage for RDT assumes 40 hours/week operation
- 6) Solids Hauling, Power and Polymer costs are based information from the DCP

DATE: November 10, 2021

RFP #: WS 64-21

ADDENDUM NO. 1

TO THE RFQ DOCUMENTS:

Request for Proposals

Arbennie Pritchett WRF Solids handling Expansion Design-Build Project
Okaloosa County Water and Sewer System
Okaloosa County, Florida

To All Document Holders:

The following modifications, additions, and or deletions are hereby made a part of the Request for Proposals for the Arbennie Pritchett Water Reclamation Facility Solids Handling Expansion Design-Build Project, RFP # WS 64-21 as fully and completely as if the same were fully set forth therein:

Procurement Documents – Volume I (RFP)

Section 5.5 Technical Proposal Evaluations and Ranking

Table 5-1 Technical Proposal Evaluation - Replace Table 5-1 with the attached.

Last Paragraph – Add the following paragraph:

The Purchasing Department will open the cost proposal... ” **Note: Scoring of the price proposal will be based on “TOTAL BASE AMOUNT and SELECTED ALTERNATIVES”. All bids shall include itemized unit cost for each identified items and any Alternates listed. Each SELECTED ALTERNATIVE will be evaluated based on the Owner’s Budget allowance for the Project. Any alternative selected by the Owner will then be added to the Base Amount prior to scoring.”**

Attachment B – Cost Proposal – Design-Build Price

DELETE the following Alternative Items in their entirety from RFP Vol 1.

- Replace Existing RDT /incl installation
- RAS Screening /Incl installation
- Odor Control System /Incl installation
- Replace Existing Sodium Hypochlorite System

Procurement Documents – Volume II (DCP)

Alternatives

DELETE the following Alternative Items in their entirety from DCP Vol 2.

- Replace Existing RDT /incl installation
- RAS Screening /Incl installation
- Odor Control System /Incl installation
- Replace Existing Sodium Hypochlorite System

Section 1.2.7 Miscellaneous Improvements and Modifications -Scope of Work

DELETE the following Equipment Description

- Odor Control System- Upgrade current Odor Control system to a biotrickling system with carbon polishing units.
- Chlorine Contact Basins
- RAS Screening Structure

Section 2 SOLIDS HANDLING EXPANSION PROJECT DESIGN CRITERIA

Table 2-1 & 2-2 Solids Handling Expansion - Equipment List- Replace Table 2-1 & 2-2 with the attached.

Section 2.1.4.3 Sludge Cake Pumping – DELETE in its entirety.

Section 3 DESIGN CRITERIA

Section 3.1.1 Mechanically Cleaned Screens

Delete the following sentences in the second paragraph:

“The screens shall be perforated plate-type units. The filter elements shall be cleaned by the rotating assembly and intermittent spray wash.”

Section 3.1.7 Odor Control System – DELETE the section in its entirety.

Section 3.1.8 Chlorine Contact Basin – DELETE the section in its entirety.

Section 3.1.9 RAS Screening Structure - DELETE the section in its entirety.

All Document Holders shall acknowledge receipt and acceptance of Addendum No. 1 in the Proposal or by submitting the executed Addendum to Okaloosa County Purchasing prior to Proposal Submittal.

Ardurra Group Engineering

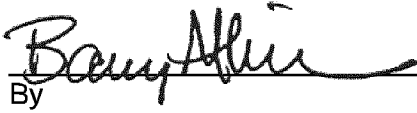
 //Signed//
Joey G. Crews

Receipt acknowledged and conditions agreed to this

13th day of December, 2021

J & P Construction Co., Inc. DBA Jamison Construction Company

BIDDER

A handwritten signature in black ink, appearing to read "Benjamin", is written over a horizontal line. The signature is cursive and somewhat stylized.

By

END OF ADDENDUM NO. 1

DATE: December 9, 2021

RFP #: WS 64-21

ADDENDUM NO. 2

TO THE RFQ DOCUMENTS:

Request for Proposals

Arbennie Pritchett WRF Solids handling Expansion Design-Build Project
Okaloosa County Water and Sewer System
Okaloosa County, Florida

To All Document Holders:

The following modifications, additions, and or deletions are hereby made a part of the Request for Proposals for the Arbennie Pritchett Water Reclamation Facility Solids Handling Expansion Design-Build Project, RFP # WS 64-21 as fully and completely as if the same were fully set forth therein:

Procurement Documents – Volume I (RFP)

1. Section 3.11 Schedule

- a. REVISE first paragraph, “..Agreement to be effective on or about ~~February~~ April 2022.”
- b. REPLACE Table 3-1 Procurement schedule with attached document to revise:
 - Proposal Due Date to January 13, 2022
 - Delete Proposer Interviews

2. Attachment B – Cost Proposal – Design-Build Price

REPLACE Attachment B Cost Proposal with the attached document. Revisions include:

- Base bid equipment items added (see also updated Table 2-1 and 2-2)
- Aerobic Digester base bid to be 75’ Diameter
- Escalation contingency line item added
- Alternative (Misc.) Items updated

Procurement Documents – Volume II (DCP)

1. Section 1.1.1 Overview

REPLACE the final sentence in this section regarding the schedule to be:

“The Project final completion date is expected to be on or before ~~(March 2023)~~ May 2024.”

2. Section 1.2.6 Solids Handling Expansion Project – Scope of Work

- a. REPLACE paragraph four with: “Install two new sludge pumps, ~~grinders,~~ piping, valves, fittings, and Centrifuge Pre-Screening (if selected by Owner)”
- b. REPLACE paragraph eighteen with: “Install new piping for existing equipment RDT and Centrifuge to improve operations. This includes above grade piping to the RDT, all piping from the existing sludge feed pumps to the Centrifuge, and above grade water piping to the Centrifuge. Water pipe above grade to the Centrifuge shall be PVC instead of black iron.”
- c. REPLACE paragraph nineteen with: “Interconnect the pipes of the existing and proposed sludge feed pumps discharge with valves to provide operational flexibility and isolate the processes and equipment.”

3. Section 1.2.7 Miscellaneous Improvements and Modifications -Scope of Work

REPLACE the following paragraph regarding Headworks Screening:

“Headworks Screening – Replace existing Perforated plates screens with new Bar/Band Screens and expand capacity to handle the 37.5 MGD peak flow with two screens in service and one screen as standby. Current screens are sized for 25 MGD each. Increase screening capture to an equivalent of 3 mm spacing.”

4. Section 2 Table 2-1 solids handling Expansion – Equipment List & Table 2-2 Miscellaneous Improvements – Equipment List

REPLACE Table 2-1 & 2-2 with the attached tables. Revisions include:

- Deletion of Sodium Hypochlorite Feed System
- Addition of Polymer Pumps

5. Section 2.1.4.1 Centrifuges

REPLACE the sixth sentence as follows:

“~~The design shall be able to achieve a minimum solids concentration of 20% for the centrifuged cake dryness.~~ meet or exceed the current average output of the existing unit (typically 18-20%).”

6. Section 3.9.2.7 Adjustable Frequency Drive (ADF) Selection

REPLACE all text under section Standby Power Generation with the following:

“Provisions (space) shall be provided in the electrical room to allow for the addition of an ATS for the purpose of a future generator in a separate project.”

7. Section 6 Attachments

REPLACE Figure 6-14 and 6-15 with drawings included in this addendum.

Additional General Question

1. Question: Please clarify the escalation % to be used and for what items it is to be used on.

Response: RFP Cost Proposal has been revised to reflect a line item for escalation contingency at 5% of construction cost for the project.

2. Question: Re-quantify the 20% solids of centrifuge if the 20% requirement will be lowered.

Response: Requirements have been revised to match or exceed output of the existing centrifuge unit.

3. Question: Please clarify the desired power source. DCP Volume 2 1.2.6 refers to a new Gulf Power transformer and distribution system, but also refers to the plant "MCC Building" and the electrical design criteria references connection to existing electrical system. Is the intent to provide a new/additional electrical service to the site for the digester expansion? Figure 6-14 seems to support this.

Response: A new electrical service - inclusive of utility company transformer and power distribution system will be required for the new process equipment area. No generator will be required/necessary. However, space shall be allocated in the new electrical room to accommodate an ATS for a future generator if the end user ever desires to include emergency power for the building. The MCC bus shall be rated for 800A and fed from an 800A Main circuit breaker with parallel runs of 500kcmil phase conductors. See revised Figure 6-14 and 6-15 for details.

4. Question: On Figure 6-14, there is a 250 KW generator shown but not referenced elsewhere. Will a generator be required in the base bid and are there any specifications?

Response: The generator will not be required. Provisions (space) shall be provided in the electrical room to allow for the addition of an ATS and generator in a separate (future) project. See revised Figure 6-14.

5. Question: Please confirm the requirement for Power Factor Correction for large motors as the current loads in Electrical Building 1 do not appear to have PFC.

Response: PFC is only required if the power factor is below 0.95 and the motor is 30 hp or more. A study will need to be performed and provided to prove if PFC is not required or that the level of PFC provided will allow the power system to meet the required power factor.

6. Question: The DCP references that standard Electrical Details are provided. Please confirm if those will be provided or if we are to reference the record drawing details.

Response: Electrical details are attached to this addendum for reference.

7. Question: The DCP references the 2010 FBC. Please confirm if we shall follow newer 7th Edition (2020).

Response: Yes, follow 7th Edition.

8. Question: Please confirm if HID or LED lights are preferred.

Response: The lighting preference for any/all new site, area, building interior, or building exterior lighting is LED. DCP section 3.9.2.6 referenced several light types under "utilization voltages" including fluorescent, high-pressure sodium, and incandescent lighting. These should be omitted and/or replaced with LED.

9. Question: Please confirm the Reuse water supply capacity and current peak demands if available.

Response: Reuse permitted capacity is 6 MGD to Fort Walton Beach and NVRSB/Eglin. Currently, there is no peak demand. Over the last 3-months the reuse average flow is 0.78 MGD to Fort Walton Beach (reuse is not sent every day) and no reuse is currently sent to NVRSB/Eglin. Some effluent water is used around the plant after the UV from the effluent wet well for the FOG station, centrifuge, RDT, headworks, and plant washdown. However, the flow and peak demand are not tracked for this usage around the plant.

10. Question: The Cost Proposal specifically lists Mensch Screens however other vendors are listed elsewhere. Please confirm if multiple pricing options are desired or if the Mensch screens shall be the base bid. Calculations are showing that a minimum of 3 screens will be required to meet the required flow capacity; however, the bid proposal states a quantity of 2. Please clarify. Please confirm if 304 ss is acceptable or if 316 ss shall be the base bid. Please confirm the minimum opening size or removal efficiency as they differ by type of opening and screen type. If a rake screen is provided, please clarify if a passive overflow should be designed as desired that is not required with a centerflow screen. This was mentioned as a concern, so we want to capture the intent.

Response: Mensch screens shall be the base bid. This addendum also updates other equipment base bid items. Three screens shall be provided. Screens shall be 316 SS. Screens shall have equivalent 3 mm opening. Passive overflow is not required for the rake screen.

11. Question: If choppers are provided, can a chopper be installed on the WAS discharge to the Digesters in lieu of the Centrifuge Feed pumps.

Response: No, installation to be on the sludge pump discharge lines to the centrifuge.

12. Question: Are Borger Rotary Lobe Pumps an acceptable alternative to Progressive Cavity pumps?

Response: No, progressive cavity pumps are required.

13. Question: Please confirm if 316SS is required for outdoor electrical enclosures.

Response: 316 SS to be utilized.

14. Question: Please clarify the blower(s) requirement. The DCP states to provide either 1 new 300 hp and relocate 1 existing; or provide 2 new. In the proprietary meeting it was

stated that if 2 new are provided they both should be 150 hp (instead of 1 new 300 hp). Please confirm if 2 new blowers are provided that they can be 150 hp each.

Response: New/existing blowers servicing the new digester aeration system shall total 300 hp. This may be achieved by relocating one (1) 300 hp blower or by installing two (2) new 150 hp blowers.

15. Question: Please confirm the base design requirements include providing lifting capacity adequate for the full weight of the new centrifuge in the new tower, as well as modifying the existing tower to have the same lifting capacity to lower the entire centrifuge to the ground.

Response: Correct, lift centrifuge full weight for each structure.

16. Question: Please provide clarification on the location of Proposal Form 2? DCP Volume 1 page 31 4.3.2.2 states Proposal Form 2 to be included in Section 2. Page 33 4.3.3.1 Proposal Form 2 to be included in Section 3.

Response: Section 2 of Proposal.

17. Question: Please provide clarification if the technical proposal shall be bound or unbound? DCP Volume 1 page 28 4.2 states technical proposal to be bound and page 29 4.2.2 states the original document should be un-bound.

Response: Provide 1 electronic copy and 1 unbound copy of proposal.

18. Question: For Professional Liability insurance, it is not available in the U.S. on an occurrence basis (claims made only). Request the limits to be changed to \$X million per claim, and \$Y million in the aggregate.

Response: This item shall remain as listed. Projects have used this requirement in the past without issue.

19. Question: With respect to Proposal Form No. 12, it violates FS Chapter 725.06 which states in pertinent part: 725.06 Construction contracts; limitation on indemnification.—“(1) Any portion of any agreement or contract for or in connection with, or any guarantee of or in connection with, any construction, alteration, repair, or demolition of a building, structure, appurtenance, or appliance, including moving and excavating associated therewith, between an owner of real property and an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman or any combination thereof wherein any party referred to herein promises to indemnify or hold harmless the other party to the agreement, contract, or guarantee for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the indemnitee arising from the contract or its performance, shall be void and unenforceable unless the contract contains a monetary limitation on the extent of the indemnification that bears a reasonable commercial relationship to the contract and is part of the project specifications or bid documents, if any.” Request that a blank be added to the form to include a construction value for the limit of indemnification to be filled in after award.

Response: Attached revised Proposal Form 12 includes space of limit of indemnification based on construction amount.

20. Question: Article 10.1 of the Contract refers to a “County Advisor” as an additional insured for Protective Liability Insurance. Is that Ardurra, which is referred to as the Owner’s Rep in other places?

Response: Yes.

21. Question: Under Article 10.1, Property Insurance, the County requires Builder’s Risk to include when the County has “partial utilization of the work by the owner.” Request that the Builder’s Risk policy end at substantial completion.

Response: The County requires coverage until building is completed and placed on County insurance. Therefore, coverage must remain until final completion.

22. Question: Cannot obtain Article 5.1.1.3 coverage. Similar restriction 5.1.1.4 for “any other person”.

Response: Remove Sections 5.1.1.3 and 5.1.1.4 from Article 5 of the General Conditions.

23. Question: Article 5.1.7.1 Requests deleting “agents”.

Response: Delete “agents” from Section 5.1.7.1 from Article 5 of the General Conditions.

24. Question: Article 5.1.7.1 – Proposer can only name the County as an Additional Insured on the Commercial Auto and General Liability and Builder’s Risk.

Response: County MUST be named as additional Insured on Commercial Auto.

25. Question: Article 6.7.3 – Request adding the following to the end of article 6.7.3 (ii) “that were identified in writing by the County prior to final completion and are still unresolved”.

Response: Acceptable addition.

26. Question: Article 7.1.1 – Requests to allow “reasonable atty’s fees”.

Response: Acceptable addition of “reasonable” before attorneys’ fees.

27. Question: Article 7.4 (see Note 2 above for the agreement which has a different indemnity obligation). Request that Article 7.4 be revised to be consistent with FS Chapter 725.06.

Response: Article 7.4.1 indicates “to the fullest extent permitted by law”; therefore, this article is subject what is permitted by Florida Statutes and shall remain unchanged.

28. Question: Article 8.2.1 – Request deleting the word “abroad” to cover domestic pandemics and quarantines.

Response: No revision, Article to remain unchanged.

29. Question: Article 10.3.3 – CDM Smith requests changing so that each party bears its own litigation costs and fees.

Response: No revision, Article to remain unchanged.

30. Question: Article 11.2.2 – CDM Smith requests that the Owner shall provide written notice with 7-day cure.

Response: No revision, Article to remain unchanged.

Acknowledgement

All Document Holders shall acknowledge receipt and acceptance of Addendum No. 2 in the Proposal or by submitting the executed Addendum to Okaloosa County Purchasing prior to Proposal Submittal.

Ardurra Group Engineering

//Signed//

Joey G. Crews

Receipt acknowledged and conditions agreed to this

13th day of December, 2021

J & P Construction Co., Inc. DBA
~~BIDDER~~ Johnson Construction Company

Benny Allen

By

END OF ADDENDUM NO. 2

Okaloosa County

Request for Proposals for

**The Solids Handling Expansion of the
Arbennie Pritchett Water Reclamation Facility**

3

Project Management Approach

3. Project Management Approach

3.1 Project Team Qualifications and Experience

Corporate History

Tommy Jamison and **Barry Atkinson** have worked together since 1987 as project managers. In 1992, Barry became Vice President, and in 1997 Tommy the President. In 2014, Barry became President and Tommy was named CEO. In 2006, Robert Meriwether joined the company as a project manager and then in 2014, he became Vice President. Carol Muir, Secretary/Treasurer joined the team in 2009. Rusty Condra began with J & P in 2017 as a superintendent. Kimley-Horn's Josh Petersen has known and worked with J & P staff since 2005, including projects in Okaloosa County such as the Bob Sikes WWTP and the Tertiary Filter Improvements at the Arbennie Pritchett WRF. Mr. Petersen and Mr. Atkinson have worked together on three similar dewatering projects in the past.

Kimley-Horn has been serving utility and municipal clients since our inception in 1967. Kimley-Horn has a long history of being a successful consultant to local government clients. Kimley-Horn's organizational structure is built around the concept of a single profit center enabling the firm to share and balance its workload successfully across multiple offices nationwide. This operating structure helps them maintain seamless coordination so that clients receive the same quality, responsive service—no matter which Kimley-Horn office you're working with. Because of this structure, the Kimley-Horn team members proposed for this project have worked on numerous projects together over the past 15 years. In Florida alone, we have served more than 100 cities, counties, and local government clients—and more than 50 of these municipalities have chosen Kimley-Horn as their on-call consultant.



Bob Sikes Wastewater Treatment Plant

Respondent Ownership, Organization, and Background

J & P was established in February 1963 by C.R. "Brat" Jamison and Phillip M. Phillips. Due to the untimely death of Phillips in 1969, Jamison was the sole owner from 1969 to 2005. From 1963 until 1970, J & P performed residential, commercial, and light industrial projects. In 1970, J & P started building water and wastewater treatment plants and from that time on has concentrated its efforts on plants and industrial construction projects. J & P's construction experience includes pumping stations, water, and sewerage; water treatment plants, wastewater treatment plants; sludge dewatering facilities, effluent spray fields, and pumping stations; complete chemical systems; complete control systems; as well as alterations and additions to all of the above. The firm celebrated 58 years in business in February 2021 with over 40 years of serving clients in the panhandle including working with the County since the 1980's on the Garnier's Plant followed by the Sprayfield, Okaloosa County West WWTF, Bob Sikes, and the Arbennie Pritchett Reclaimed Water Expansion.

J & P Construction Co., Inc. dba Jamison Construction Co. is an Alabama Corporation established in 1963 and will serve as the contracting party.

- Tommy Jamison – CEO and Majority Stockholder
- Barry Atkinson – President of Operations and Stockholder
- Robert Meriwether – Vice President and Stockholder

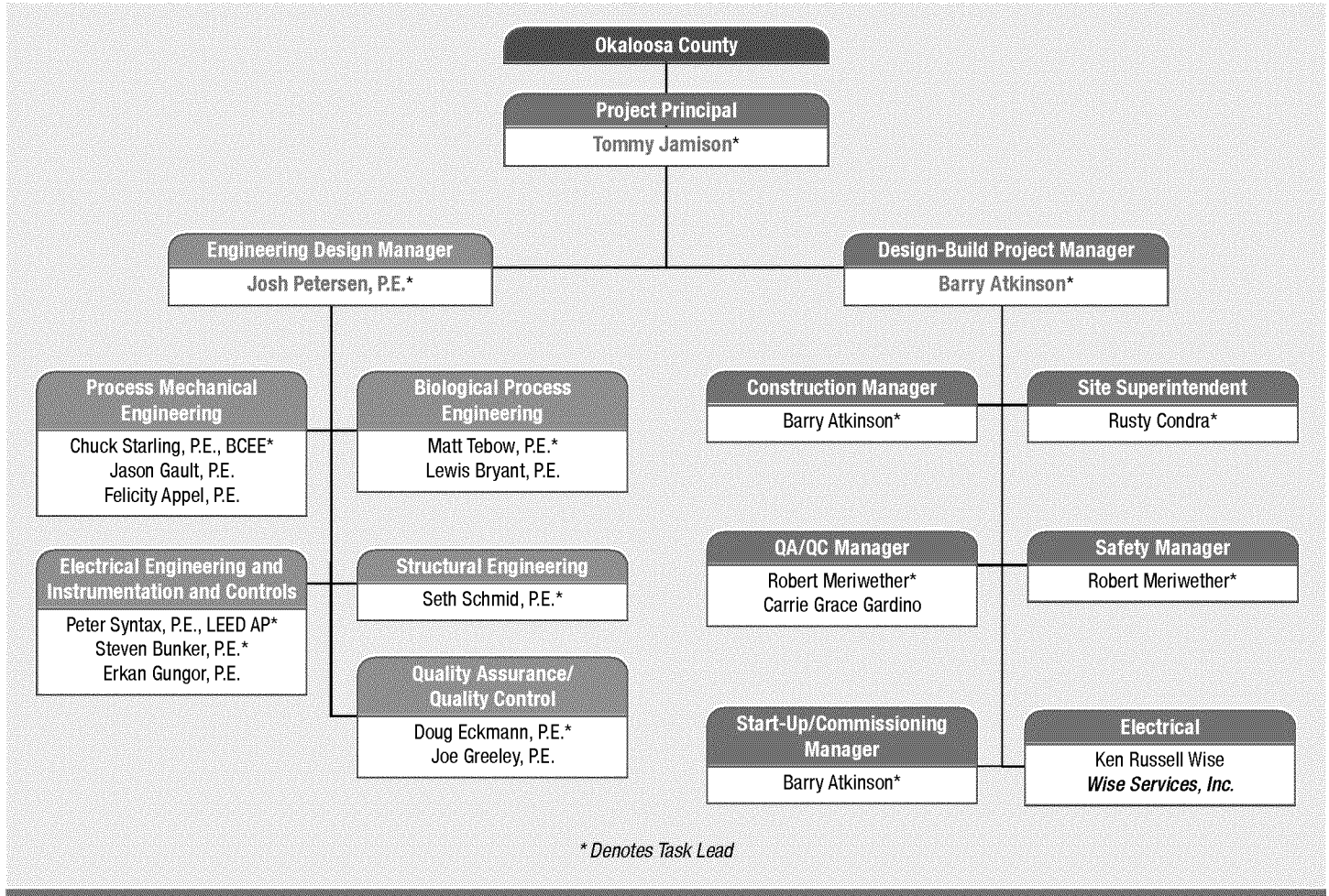
Kimley-Horn and Associates, Inc. is registered in Florida and will serve as a subcontractor to J & P.

Axia Consulting is registered in Florida and will serve as a subconsultant to Kimley-Horn.

Wise Services, Inc. is registered in Florida and will serve as a subcontractor to J & P.

Organization Chart

We believe it is not a firm’s polish and shine that deliver successful projects, but the people who bring drive, commitment, and know-how to provide the project your operators envision. Our key personnel have the expertise, the firsthand experience of similar projects, and, most importantly, the know-how to deliver your project.



Identification of the Parties That Will Undertake Various Responsibilities



- ✓ Construction
- ✓ Construction Management
- ✓ Construction Quality Assurance and Quality Control
- ✓ Testing
- ✓ Start up
- ✓ Obtaining Governmental Approvals



- ✓ Permitting
- ✓ Design
- ✓ Design Quality Assurance and Quality Control
- ✓ Construction Quality Assurance and Quality Control
- ✓ Start up
- ✓ Obtaining Governmental Approvals

Ability to Undertake the Project

Before the J & P/Kimley-Horn team agreed to propose on this project, we evaluated our current workload, backlog, and resources to help ensure we could meet the schedule and demands. For example, we added Axia Consulting and Wise Services to provide additional electrical design and construction resources. We are not bound to our internal resources if not advantageous to our clients and project schedule. We combine the reliability and flexibility of self-performance along with relying on the best available subconsultants to meet the project demands and budget.













During the design process, the objective is to balance the workload in a manner that maximizes the utilization of production staff, while ensuring all project requirements and client deadlines are met. We know the importance of meeting our clients' deadlines and take the necessary steps that enable us to confidently commit to meeting yours. With our design team's depth of staff and ability to activate resources from other offices, we can ensure the design will be completed on-time.

J & P and Kimley-Horn staff have previous experience working at the Arbennie Pritchett WRF and understands the requirements during construction. We have history and relationships with all the stakeholders in this project to allow streamlined and candid communication during all phases. Our team has completed similar projects and does not anticipate any issues with constructing this proposed project.

Key Project Staff

Proposal form 2 for each key staff member is included in Section 2 of this proposal.

The table below summarizes the roles of each of our key personnel and lists our commitment of availability for the duration of this project.

Thomas (Tommy) Jamison <i>Project Principal</i>		Matt Tebow, P.E. <i>Biological Process Modeling</i>	
Barry Atkinson <i>Design-Build Project Manager, Construction Manager, Start-up/Commissioning Manager</i>		Peter Syntax, P.E., LEED AP <i>Electrical Engineering and I&C</i>	
Rusty Condra <i>Site Superintendent</i>		Seth Schmid, P.E. <i>Structural Engineering</i>	
Robert Meriwether <i>Construction Quality Control Manager</i>		Doug Eckmann, P.E. <i>Quality Assurance/Quality Control</i>	
Josh Petersen <i>Engineering Design Manager</i>		Steven Bunker, P.E. <i>Electrical Engineering and I&C</i>	
Chuck Starling, P.E., BCEE <i>Process Mechanical Engineering</i>		Kenneth Wise <i>Electrical and Controls Installer</i>	

3.2 Financial Information

Financial Statements

No change. J & P Construction, Inc. is not a public company and quarterly financial reports are not filed. We have included financial statements for the past three years and balance sheets for the past three quarters in Appendix B of our Statement of Qualifications. J & P Construction, Inc. has no liabilities, fixed or contingent, other than what is shown on our balance sheets. No liability exists that may limit our financial exposure.

Credit Ratings

No change. J & P Construction, Inc. does not have short- or long-term credit rating obligations by any of the credit rating services listed in the RFQ.

Litigation

No change. J & P Construction, Inc. is proud that in its nearly 60-year history the company has successfully completed every project undertaken and that there has never been a construction claim filed against the company by an owner and that the company has never filed a construction claim against any owner. We have no construction litigation claims in the past five years.

Insurance

No change. A Certificate of Insurance can be found in *Section 6. Financial and Other Requirements* in our Statement of Qualifications.

3.3 Project Management Approach

Project Management Approach

Our team's collaborative delivery approach brings all stakeholders together early in the process. This helps reduce cost, accelerate the schedule, and maintain open communications lines.

J & P Construction Co., Inc.'s project management approach revolves around the commitment to meet the requirements and needs of Okaloosa County W&S and the Arbennie Pritchett WRF plant. J & P will partner with Kimley-Horn to perform the project design and permitting. J & P will provide all construction services as well as acting as the contracting party. Individual responsibilities are outlined in the organizational chart included in section *3.1 Project Team Qualifications and Experience*.

Relevant Experience

Starkville Wastewater Treatment Plant Dewatering and Solar Drying System (9wt/day)

- ✓ Dewatering
- ✓ Sludge pumping
- ✓ Pre-engineered buildings
- ✓ Utilities and sitework
- ✓ Electrical and controls

Team Members: Robert Meriwether, Barry Atkinson,
Tommy Jamison



Selecting the right team is of the utmost importance to the County. You need a team that can navigate the responsibilities and challenges of this project with a clear, visionary approach, as well as a proactive partner who is familiar with your procedures. We believe we will make the perfect partner for this project.

We recognize that strong project management is necessary to successfully complete this project.

- We will not only control and manage the project schedule, we will **anticipate project conflicts, creatively develop solutions, and implement a set of actions** before issues arise.
- We will follow up on action items to **ensure that planned actions are executed**.
- Our project management plan will **promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action**.
- Our project management plan will clearly **identify, budget, and plan for effective quality control** and independent reviews, and we will produce a result that exceeds contractual expectations.
- We will **monitor schedule adherence, work performance, quality performance, and resource allocations** to determine compliance with planned project performance. We will identify anomalies and take instant corrective actions as needed.
- We will view the project from your perspective, examine issues in a strategic context, and **provide you with tactical solutions**.

In short, our management approach is team-oriented, results-focused, and saturated with top quality people who routinely produce superior outcomes. We want to exceed your expectations from day one. We have established methodologies for project management and communication that have led to an industry-wide reputation for project success and outstanding client relationships. We have a capable and proven project team, multidisciplinary experience, and a thorough understanding of the County's objectives and expectations. Most importantly, we have a culture that emphasizes passion and dedication, ensuring we will go the extra mile to deliver the best possible service to you.

Project Team Structure

A group of technical and professional staff with specialized expertise will support the project delivery team during the design and construction phases, contributing directly to the overall project delivery. This includes members of the team who are in charge of key technical disciplines, critical process functions, and specialty services. They will work under the supervision of the project delivery team, adhering to all cost and schedule control measures, and assisting in the execution of the quality program.

An overview of the project team structure and roles and responsibilities are outlined below.

- Kimley-Horn will complete building permit plans review and inspection per Florida Statute 553.791.
- J & P will be the contracting party. Kimley-Horn will be a subcontractor to J & P for project design, permitting, and inspection.
- Kimley-Horn will provide the design, J & P will provide the construction services, and both Kimley-Horn and J & P will provide integrated QA/QC during both design and construction (Josh Petersen and Barry Atkinson).
- Kimley-Horn will lead the QA/QC and will be responsible for adhering to the procedures through all phases of the project. Chuck Starling will integrate QA/QC in all phases of the project.
- Manage the transition from construction to startup; J & P will lead the transition from construction to startup and Kimley-Horn will provide technical assistance as required by J & P.

Organizational Chart

Please refer to the Organizational Chart included in Section 3.1 above.

Roles and Responsibilities of Key Personnel

Please refer to the Key Project Staff included in Section 3.1 above for detailed information on the roles and responsibilities of our key personnel.

Building Permit Plans Review and Inspection

Kimley-Horn will complete building permit plans review and inspection per Florida Statute 553.791.

Legal Relationships Between the Parties Involved

J & P will be the contracting party. Kimley-Horn will be a subcontractor to J & P for project design, permitting, and inspection.

Integration of Design, Construction, and QA/QC with Design Organization During All Phases

Our team will work seamlessly through the design process, incorporating quality assurance and control processes, and will continue to work in this manner throughout the construction of this project. The design team as well as the construction team will all have a vested interest in this process from day one through project start-up.

QA/QC Integration

A key component of quality control is quality people. We offer you a team of experienced and talented professionals who know how to implement this project. Kimley-Horn will lead the quality control aspects of this project. Recognizing the critical importance of careful quality control, Kimley-Horn developed a 200-page QA/QC manual that every project design manager is required to know. QA/QC is part of our core value system and we are committed to providing quality professional services to all our clients from the initiation of each project through final acceptance by the client and the public. Our approach of frequent communication and rigorous QA/QC will relieve the County staff of any significant project review efforts. A QA/QC review of project solutions and analysis, together with design reviews, will ensure high-quality deliverables for the County. The goal of this project is to provide a safe and desired outcome for the County.

Our quality program ensures the following characteristics for each project:

- **Approvability:** The design must be completed in accordance with accepted standards, and be drafted and organized so the entire package is easily approved by the reviewing authorities
- **Constructability:** The plans and specifications must be easily understood by all parties and must reflect a deliverable that is feasible and cost effective to construct.

To accomplish this, our quality management approach relies on two types of reviews. The first are the day-to-day reviews of on-going work by supervisors and managers. These individuals are reviewing the design work and will brief the principals on a weekly basis. Milestone reviews represent the second type of reviews. These are formal in-house design and construction reviews where progress and quality of the projects are evaluated and adjustments made. These reviews will be performed by our designated QA/QC managers and senior construction team.

Managing the Transition from Construction to Startup

As noted above, the team members involved in the design and construction will work together throughout both the design and construction phases. This includes through the project start-up. We are available to assist the County with this process and provide all necessary operations and maintenance manuals. We anticipate this transition to be a smooth process considering this project will operate similarly to the process the County already has in place.

Early Planning

A skilled general contractor will begin planning early, involve all stakeholders, and champion collaborative problem-solving sessions that leave no possibility unexplored and no assumption unquestioned. The owner is an essential member of this team and should be involved in project planning from the start. When a builder can collaborate with owners and designers early in the design process, the skills and experience of design engineers and builders are brought together with a clear vision from the owner, resulting in a outcome of the highest quality that can be delivered on time and at the lowest final cost.

In addition to early planning, detailed start-up checklists are essential during preconstruction. These checklists identify the various components of all of the systems. Tracking the status of these items as construction progresses will allow the team to determine readiness for actual start-up and commissioning. Items are frequently unaccounted for or missed in the absence of these checklists and the ability to manage the overall progress of construction. Late discovery of missing pieces might cause delays in startup and need additional rework expenditures.

It's also crucial for start-up planning to get submittals and operation and maintenance manuals submitted and approved on schedule. All team members and relative disciplines will be included in the review process.

Ensuring proper receiving and storage of equipment prior to installation, during the install, and checkout will allow for a much smoother start-up and alleviate finger pointing. Thorough documentation must be adhered to from the time the equipment arrives.

Communication

A successful startup also requires the participation of all team members. Owners, engineers, inspectors, contractors, subcontractors, and vendors are all included. All these professionals have knowledge and experience that can help ensure a smooth transition. But it can only happen if there is open communication from the start and everyone is invested in the plan's success. As we noted earlier, we only use equipment vendors whose service area specifically includes Okaloosa County to ensure commitment and accountability after the sale. Getting early buy-in from all parties to achieve the project goal will ensure a smooth transition. Our team and suppliers will be held accountable from design through completion.

We only use equipment vendors whose service area specifically includes Okaloosa County to help ensure commitment and accountability after the sale.

From subconsultants to suppliers, we have a history and relationship with all parties involved.

In summary, the smooth transition of wastewater treatment plants to owner/operators is made possible by planning ahead of time, preparing start-up checklists, maintaining open communication, and encouraging accountability. The plant operators acquire a better grasp of how the systems were set up and tested, which leads to a better understanding of how they should be run and maintained.

Okaloosa County

Request for Proposals for

The Solids Handling Expansion of the Arbennie Pritchett Water Reclamation Facility

4

Technical Information

4.1 Treatment Process and Equipment Selection

The base bid and design for this project were based upon the DCP. Any deviations and assumptions will be noted herein along with any suggested changes.

Design Summary

Digester Tank

Total Volume (usable): 727,000 gallons

Diameter: 75-feet

Side Water Depth: 22-feet

Tank Height: 24-feet

Tank Structure: Prestressed Concrete

The tank will match the existing hydraulic profile of the two existing digesters. Similarly, the tank will integrate the elevated RDT platform. Based on the proposed mass balance, the new digester system could provide up to 47 days of total SRT at the Plant Design flow of 15 MGD allowing for ample digestion time to exceed Class B requirements. Using an RDT and varying the solids concentration and aeration turndown will also increase the flexibility. This added volume, SRT and flexibility also allow for more septage receiving capacity as the plant grows into its rated capacity.

Reliability and Redundancy

The digester will serve as a third digester for the plant and will increase the overall redundancy. As shown, the digester can be completely isolated from the original digestion and dewatering system if necessary. This will allow for complete shutdown of either system for maintenance and inspection. The prestressed tank by Precon is known for its reliability with a strong history at the APWRF. Our team has installed numerous prestressed tanks in the panhandle and have a long standing relationship with the suppliers and understand the quality control process to ensure a successful tank build.

FLOW (MGD) VSS (mg/l) TSS (mg/l) BOD5 (mg/l)

PLANT DESIGN FLOW 15 MGD (MMADF)	RAW SEPTAGE	14.96 0.04	175 3,338	212 5,007	250 7000
Total Daily Sludge Mass to Digesters				25,324 ppd	
Daily Sludge Volume to RDT (1%):				291,787 gpd	
WAS to RDT Flow Rate (24 hour period)				202 gpm	
WAS to RDT Flow Rate (12 hour period)				405 gpm	
WAS to RDT Flow Rate (8 hour period, 7 days a week)				607 gpm	
Flow Rate (8 hour period, 5 days a week)				881 gpm	
Thickener Percent Solids into Digesters				5 to 8%	
Daily Sludge Volume to Digesters post RDT (5%)				60,450 gpd	
Existing Total Digester Capacity				1,058,776 gallons	
Proposed Digester 3 Capacity				727,004 gallons	
Existing and Proposed Total Digester Capacity				1,785,780 gallons	
Provided SRT at 15 MGD at 5% from RDT				30 days	
Estimated Volatile Solids Reduction				38%	
Solids in Digester Post Destruction				17,380 ppd	
Average Digested Sludge Percent Solids to Centrifuge				3.3%	
Digested Sludge Flow to Centrifuge				60,450 gpd	
Single Centrifuge Capacity (Varies by % Solids Feed)				130-180 gpm	
Single Centrifuge Capacity				1,125 lbs/hr	
Total Centrifuge Capacity				2,250 lbs/hr	
Design Feed Rate Each Centrifuge (8 hrs/day, 5 days/week)				136 gpm	
Minimum Dewatering Concentration from Centrifuge				18%	
Sludge Volume to Disposal at 15 MGD				53 cy/day	

Relevant Experience

Pace Wastewater Treatment Plant 5-MGD Expansion

- ✓ New Headworks
- ✓ Prestressed Digesters
- ✓ New Centrifuge Building
- ✓ New Maintenance Building

Team Members: Josh Petersen, Barry Atkinson, Tommy Jamison



Rotary Drum Thickener (RDT)

No. of Thickeners: 1

Hydraulic Capacity: 400 gpm at 1% WAS Feed

Minimum Percent Thickened Solids Capability: 5%

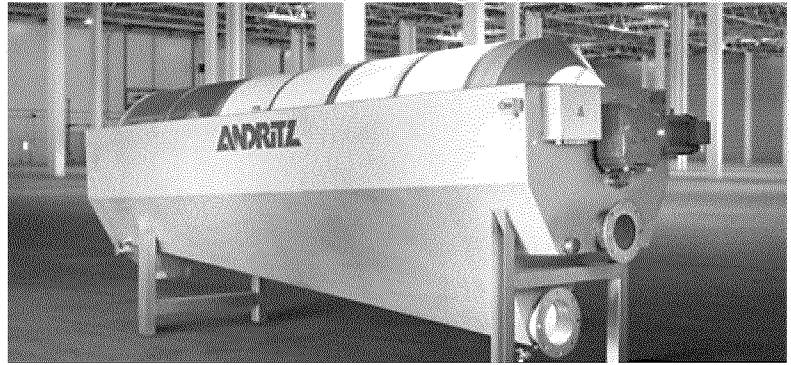
Water Booster Pump: Yes

Minimum Solids Capture: 95%

Approximate Dimensions: 22' L x 6.5' W x 8' T

Mixing: Venturi Mixing Valve and Injection Ring

Proposed Manufacturer: Andritz PDR-1200



Proposed Andritz PDR

The RDT will be installed on an elevated concrete platform similar to the existing system with access by aluminum stairs. The WAS feed will be from the existing WAS line where it will be valved as such to allow diversion to either RDT. The polymer feed will be from a dedicated Velodyne Veloblend Polymer Feed skid. The spraywash water will be provided from the onsite reuse system and boosted with a water booster pump provided by the RDT supplier. WAS will be pumped from the existing Gorman-Rupp WAS pumps and mixed with polymer using a Venturi Mixing Valve and Injection Ring. A WAS flowmeter will provide flow feedback to the Polymer system for accurate polymer dosing along with totalizing WAS volume and flow feedback. A motor operated pinch valve is also provided that will allow parallel operation of both RDTs by modulating each valve. The RDT Filtrate will drain to the existing on-site pump station via a gravity line which is being upsized to handle the additional flow.

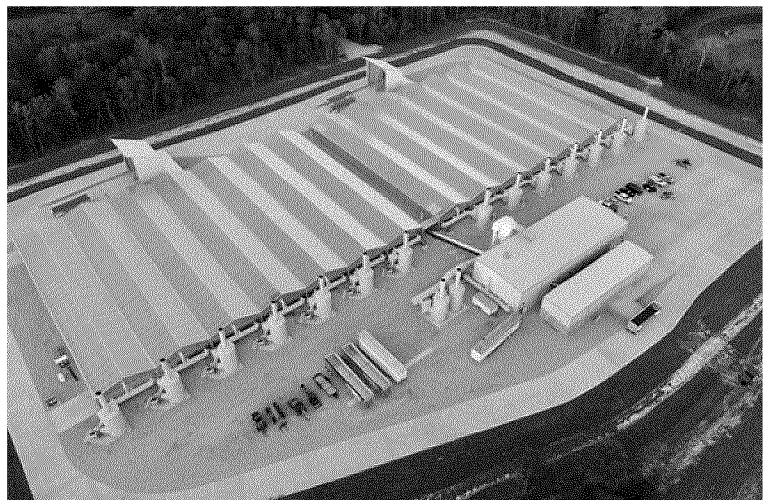
Reliability and Redundancy

The proposed RDT-2 will add redundancy should the RDT-1 be out of service. Both RDTs will have independent power supplies along with bypass lines and diversion valves. Each RDT will have a new dedicated Polymer Feed System for added reliability. We have included a modulating valve with flow feedback to allow both RDTs to be run in parallel if desired to increase the flow rate and reduce operating times. An advantage of the Andritz PDR 1200 is that does not have a use a trunnion system which has been problematic in the past for the existing Vulcan RDT. Our design staff has been in discussions with Vulcan to discuss improvements to the existing RDT as well.

Other Considerations

Per the DCP, the WAS line is to be valved such to allow manual diversion to either RDT and respective digester. As the plant approaches its design capacity, approximately 290,000 gpd of WAS will be sent to the digesters over a 24 hour period or 200 gpm. If the operation hours are to be reduced to 10 hours/day 5 days/week, the resulting feed rate would exceed 700 gpm and would require independent feeds to the RDTs. With that expectation, we have included a throttling valve to allow for parallel feed, however the WAS pumping system may need future modifications to meet these rates.

Sludge screening is obviously a concern due to the ragging issues. We feel our budget will allow for this to be alleviated by replacing the Headworks screens, however we have also evaluated modifications to the RAS lines to re-screen residual rags as well as other WAS screening options local to the WAS pumps and RDTs. Our nimble design and construction team can quickly provide concepts and guaranteed pricing for numerous alternatives during our design meetings.



Design-Build of Pasco County Biosolids Facility (50,000 wet tons/year)

Digester Mixing System

System: Coarse Bubble

No. of Grids: 1

No. of Headers: 4

No. of Diffusers: 228

WAS from Secondary Treatment: 27,575 lbs TSS/day

Volatile Component: 83%

VSS Daily for Digestion: 22,762 lbs TSS/day

SOTE: 20%

Design Air Rate: 3,890 scfm

Diffuser Rate: 17.05 scfm

Blower Brake Horsepower Rqd: 205 hp

Standard Aeration Efficiency: 4.06 #SOR/BHP-hr

Dropleg Diameter: 14-inches

Dropleg/Manifold Material: 304L Stainless Steel

Diffuser Material: D-24 Stainless Steel

No. of Blowers Proposed: 1 (Relocated)

Relocated Blower Horsepower: 300 hp on New VFD

Blower Capacity at 100% Speed: 4,370 SCFM

The proposed mixing system will be a stainless steel coarse bubble diffuser system as provided by Sanitaire. When evaluating the design, Sanitaire provided a 3 or 4-header alternative. We opted for the 4-header alternative in our base design as it adds more flexibility and better coverage should operations decide to vary the depth of operation.

The DCP allows for the relocation of the 300-hp existing blower. This blower will be adequate for the proposed digester considering the air flow and pressure requirements. As experienced in the previous design, when designing digesters and blowers for permitted plant flows, the blowers can often be oversized as actual flows and respective loadings can be much lower. The current blowers are not on variable speed drives and lack turn-down flexibility. Our base design covers moving the existing existing blower near the proposed digester and adding a VFD to provide turndown but also allow operations transition the cycles from aerobic for VS destruction to anoxic/anaerobic for facilitating denitrification, alkalinity recovery, and energy savings. Because the existing blower motor is not inverter duty, the VFD will be provided with an output reactor and the motor will be fitted with a shaft grounding ring in order to minimize voltage spikes within the motor windings and damage from electric discharge across shaft bearings.

A future consideration would be leaving the existing blower in place and designing a combined air header system with modulating valves along with converting the existing soft-starts to variable frequency drives or replacing the blowers all together. A portion of this cost would be offset from the reduction in the power feed size, slab, and electrical equipment. This arrangement would also allow for all blowers to be on back-up power along with a common spare.

Reliability and Redundancy

The diffuser system has a low risk of failure with no mechanical parts. This reliability will be increased as rag removal improves in the future. As discussed above, we suggest evaluating and pricing a common blower system and combined air header with modulating valves and adding VFDs to increase reliability and redundancy while also increasing efficiency and turndown. Our process and electrical team have several alternatives to discuss with the team that would provide a cost savings and improve current operations and efficiency.

Other Considerations

Per the DCP, the Team shall consider two new 150-hp blowers or relocating one existing 300-hp blower, with the latter being the most cost efficient it is included as our base bid however we feel there are several alternatives to consider as we enter design and value engineering including the following:

- Feed the relocated blower from the existing electrical building and thus reduce the power feed size.
- Feed the new Centrifuge from Electrical Building 1 to provide backup power to both Centrifuges
- Leave the existing blower in-place and run air piping to the new digester thus reducing the new power feed size with the following options:
 - » Convert all existing blowers over to VFDS with one blower system feeding all digesters with full power backup
 - » Manifold the existing and proposed air piping into a common header and balance flow by modulating with air meters, modulating valves.
- Consider supplemental mixing such as pulsed burst mixers to allow blower shutdown but maintain mixing at a much lower power demand. Pulsed Air Mixers require much less power that could be put on the emergency power supply.

Centrifuge System

No. of Centrifuges: 1
Main Drive: 100 hp
Scroll Drive: 20 hp
Hydraulic Capacity: 150 gpm
Solids Capacity: 1125 lbs/hr
Design Feed Rate for 8 hour/Day at a 5 Day/Week Operation: 136 gpm
Minimum Percent Solids: 18%
Proposed Manufacturer: Andritz D5LX

No. of Centrifuge Feed Pumps: 2
Pump Type: Progressive Cavity
Pump Capacity: 200 gpm at 100' TDH
Motor: 15 hp, TEFC
Variable Speed: Yes
Proposed Manufacturer: NEMO

Solids Macerator (Add-Alternate)

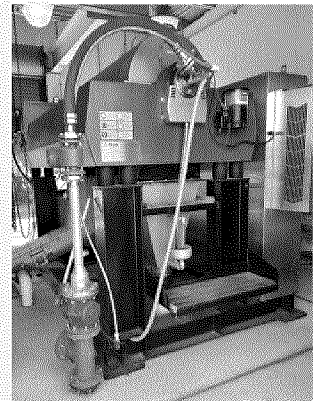
No of Grinders: 2 (1 per Centrifuge)
Location: Common Discharge of Centrifuge Feed Pumps
Manufacturer: Boerger Multichopper P300
Motor: 7.5 hp, TEFC
Capacity: 230 gpm

Relevant Experience

Centrifuge Retrofit, South Walton Utility Company

- ✓ New Centrifuge
- ✓ Drain Improvements
- ✓ Electrical and Controls Integration

Team Members: Tommy Jamison,
Robert Meriwether, Ken Wise



The proposed centrifuge design is to be installed on a parallel platform under a new common canopy with new rails and hoists for adequate clearance and part removal to ground level. A new canopy will avoid mismatching structural component and color mismatches. The proposed Andritz D5LX is the newer model of the existing Andritz D5LL centrifuge currently in use. The centrifuges have similar rated capacities of approximately 150 gpm for total combined capacity of 300 gpm. Each centrifuge will have a dedicated polymer feed skid replacing the previous polymer systems entirely. The new centrifuge will be fed by two progressive cavity pumps with a solids macerator on the common discharge line. We are also proposing to retrofit the existing pumps with an additional solids macerator to help provide a more reliable sludge feed to both centrifuges. Once the new system is online, we propose to install new trench drains in the slab to improve washdown and drainage issues that are occurring. After evaluating the capacity of the existing 8-inch sewer main, we determined that it will be beyond capacity during future operations and thus we have elected to install a new 10-inch main to the Plant Liftstation to alleviate surcharging and allowing future tie-ins.

Reliability and Redundancy

With two parallel dewatering systems, the plant will have the needed redundancy for unexpected centrifuge shutdowns. Should a centrifuge fail, the feed and be diverted to the other centrifuge if necessary. The larger platform will allow for a larger working area and complete removal capabilities of the centrifuge parts by increasing the rail and hoist capacity, clearances, and ability to drop to ground level. The solids Macerator will improve solids feed reliability and avoid shutdowns. With two centrifuges in operation, a slower feed rate will also be possible while increasing the efficiency of the units as well due to the lower solids loading rates.

Other Considerations

Depending on the available budget, when considering the potential for three new buildings, due to the economy of scale, designing a singular building to house the electrical, chemical feed and dewatering system could be considered while providing room for maintenance and storage. This would bring the centrifuges to ground level allowing for easier maintenance and removing the centrifuge and feed pumps from the elements. During the initial collaboration phases, our team can present several alternatives to achieve this under budget if so desired. Josh Petersen is very familiar with this Andritz Centrifuge system, designing a similar dual centrifuge system at the 36-MGD Decatur Dry Creek WWTP while at Constantine Engineering. Josh and Barry also worked on a new Andritz Centrifuge at the Milton WWTP that was installed in a two story building that integrated the elevated platform, electrical room, and chemical feed similar to this project.

We will bring this experience to allow the County to weigh several options and select the best value while also planning for the future. Our team has been involved with regional drying facilities; if that is a future consideration, we can present design alternatives that consider those future plans as well.

Headworks Screen Replacement (Add-Alternate)

No. of Screens: 3
Screen Opening: 6mm
Material: 316ss
Operation: Level and Timer
Single Screen Hydraulic Capacity: 20 MGD
Rated Capacity (1 out of Service): 40 MGD
Proposed Screening Manufacturer: Vulcan Mensch FT-49

No. of Washpresses: 3
Organic Removal: up to 90%
Estimated Removal of 6mm Screen at 20 MGD: 240 cf/day
(10 cf/hr)
Wash Compactor Design Capacity: 33 cf/hour
Proposed Washing Press: Vulcan Model EWP

Since the initial plant was built, the headworks screens have been problematic. The largest issue is ragging, where wipes are getting past and reaccumulating in the process all the way through dewatering, hence the need for centrifuge screens. In the past these wipes have damaged equipment and have increased maintenance and reduced equipment life. Our design team has experience in replacing Parkson Perf-Plate screens with rake style screens at other plants. The DCP has called for three new 6mm Mensch Crawler to replace the two Parkson existing and provide a 3rd screen in the bypass channel to provide the design capacity required with one screen out of service. We have included budget in our bid to the repair any damage Spectrashield coatings around the screens.

Other Considerations

Our design staff is very familiar with the Parkson screens having designed modifications that improved the hydraulics and eliminated downstream ragging issues and channel overflow at similar sized facility with the exact screen types.

Our proposed design is reflective of the DCP requirements; however, our team will evaluate and recommend several improvements and modifications to improve operations including odor control, RAS screening, and emergency bypass improvement. As noted by plant staff, a particular advantage of a centerflow screen is the backside will allow automatic overflow during a high-water event, however it does not provide the simplicity or peak flow capacity of a crawler style. A passive bypass would be ideal in case of failure or clogging. During evaluation, we will evaluate and propose channel modifications to allow a highwater bypass should crawler screens be selected. J & P has installed both style screens recently at nearby facilities and can offer insight into both technologies as well as tours of each facility.

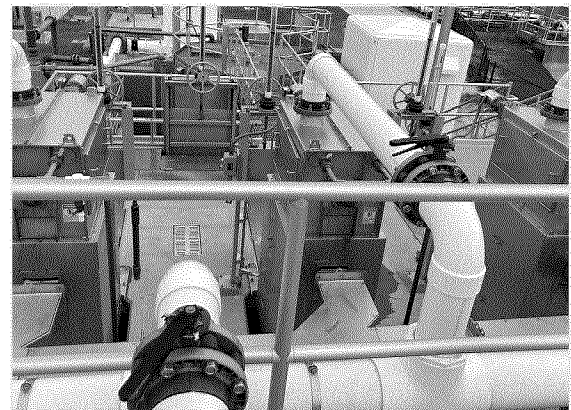
Other reported issues at the headworks have included scum and grit build-up in the channels due to lack of scouring velocities and a constant tailwater condition. The headworks channels are flat and are weir controlled before entering the Grit Chambers which does not allow a free-flowing discharge into the grit chambers thus the channels cannot scour without a peak flow event. This is a common issue as many screening manufacturers require a tailwater to prevent high velocities and material bypass. A potential modification would be to modify the downstream grit system control weir system to allow for flushing cycles as increase channel velocities and allow complete channel drainage. We feel there will be budget remaining to cover total screen replacement as well as making additional modifications.

Relevant Experience

City of Milton Wastewater Treatment Plant Expansion

- ✓ Multiple Prestressed Tanks
- ✓ Elevated Andritz Centrifuge
- ✓ Electrical and Chemical Building
- ✓ New Electrical Service

Team Members: Josh Petersen, Barry Atkinson, Tommy Jamison



HydroDyne Centerflow Screen Retrofit, Destin Water Users

4.2 Non-Process Design

Civil/Site Work

The Civil/Site design will include the identification of the construction laydown areas, site grading, drainage, security during construction, and overall layout of the project site. It will be the responsibility of the Design-Build team to coordinate with utility owners for utility relocates and maintenance of operations during Construction. The primary site utilities are owned by OCWS, and Gulf Power. We proposed to use the previous laydown area as in the Reclaimed Water Expansion as shown on C-01. We expect impacts to be minimal as before.

In researching as-builts and reviewing past work experience on the site, the digester tank will require the relocation of power and water utilities. We have included this work in our base price and is as shown on C-02 and E-2. This work will be coordinate to minimize impacts to critical operations and will scheduled during off-peak and non operational periods.



J & P Constructing the APWRF Reclaimed Water Expansion

Power Supply

Digester and Centrifuge Addition

The power supply provided will be as described in the RFP and as described on Drawing Sheets E-4 and E-5 herein. As directed by the RFP, standby power is not provided, but the design will include space and wiring provisions for a future ATS to be installed should standby power be desired in the future. The base bid includes an 800A service with an 800A motor control center supplying all loads. Power factor

correction capacitors are provided on the Blower in order to achieve a ≥ 0.95 power factor. These capacitors will be connected and controlled such that they are engaged only when the Blower is at full speed. This is to prevent total power factor from becoming leading, which can cause generators to fail to start (should a generator be added in the future).

Also as required by the RFP, power system analyses, including short-circuit, protective device coordination, arc flash, and harmonic analysis, will be provided.

For the purposes of coordinating with Gulf Power, below are the expected connected loads on the service, as well as motor starting methods (which Gulf Power will likely wish to know) are tabulated below. This information may also be reviewed on Sheets E-4 and E-5.



BASE BID (INCLUDING MINOR ADD ALTERNATES)				
LOAD	MOTOR POWER (HP)	APPARENT POWER (KVA)	CURRENT (A)	STARTING METHOD
Digester Blower	300	301	362	VFD
Rotary Drum Thickener Drive	3	4	4.8	VFD
Rotary Drum Thickener Booster Pump	5	6.3	7.6	FVNR
Rotary Drum Thickener Agitator	1/2	0.9	1.1	VFD
Centrifuge Drive	100	103	124	VFD
Centrifuge Back Drive	20	22.5	27	VFD
Centrifuge Feed Pump 3	15	18	21.7	VFD
Centrifuge Feed Pump 4	15	18	21.7	VFD
Solids Macerator 1	10	12	14.4	FVNR
Solids Macerator 2	10	12	14.4	FVNR
Misc Power and Lighting	-	36	43.3	-
TOTAL	534	641		



Headworks Modifications (Add-Alternates)

The two existing perforated screens and washer compactors are being replaced and one additional rake screen and washer compactor is being added in the third channel. Although the capacity of the new bar screens will be increased, electrical load expected to remain approximately the same. The new bar screen is expected to be supplied by MCC-5304 and to have a connected load of approximately 8 kVA. The largest motor is 5HP, FVNR starter.

Maintenance Building (Add-Alternate)

The new maintenance building is expected to be supplied by MCC-5305. Our proposal includes a 75kVA transformer and 250A 208V panelboard to be installed in the maintenance building. This will allow for any equipment the Owner wishes to install. If the building will have no particular equipment installed, total load is likely to be less than 20 kVA.

Plant Monitoring and Instrumentation and Controls

The DCP indicates that Okaloosa will develop the instrumentation and control system, including system architecture, redundancy features, operating controls and operating interfaces, report generator capabilities, historic data storage and analysis capabilities, self-diagnostic capabilities, alarm management features, and maintenance support capabilities.

As in the past projects, J&P's design team will coordinate closely with Okaloosa's system integrator to develop complete I/O lists for each new or relocated piece of equipment. We will install and power the new PLC/Control Panel furnished by Okaloosa. We will furnish and install all conduit and wiring/cabling required between all equipment and the PLC, including necessary communication cabling between the new PLC panel and the main PLC in Electrical Building 1. Connections at instrumentation or process control equipment will be made by J&P. Sufficient cabling length will be provided at the PLC for connection by Okaloosa's system integrator.

Our team members have worked with Ardurra's lead integrator, Daniel Stevenson, for over 15 years on multiple plant projects. Our relationship and ability to communicate effectively with Daniel and the Ardurra team will ensure a smooth start-up while providing a control system that is flexible but also simple and reliable. Ken Wise also brings recent knowledge and experience from working on the Reuse Expansion with J&P, Ardurra, and the County. We look forward to collaborating with the integration team early in the design process.

Auxiliary Facilities

Maintenance Building (Alternate)

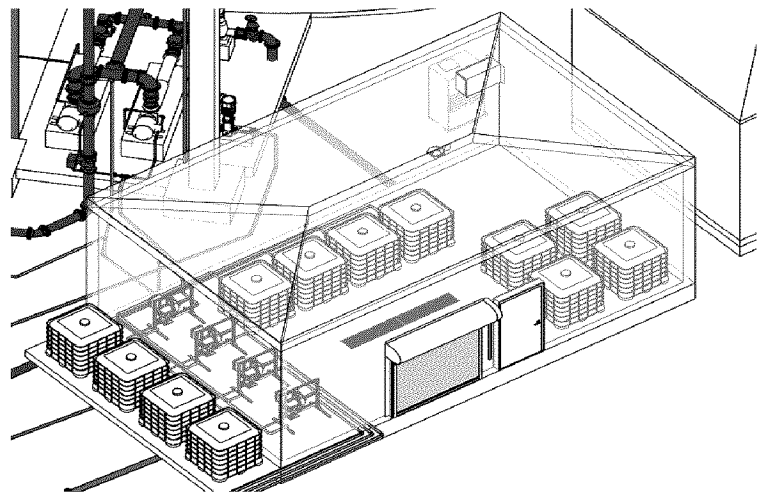
In our proposal alternates we have quoted a standard 25 x 50 pre-engineered metal maintenance building to meet the DCP. We assumed a 15-foot eave height to provide adequate storage clearance. In addition, a rollup door, two (2) access doors and four (4) windows are assumed in the scope. The building will be insulated and have a gable fan and louver ventilation system. No water or sewer service is assumed, nor is a fire sprinkler system expected for code compliance. Gutters and downspouts will be provided. Standard interior and exterior lighting will be provided along with electrical service panel and power outlets. The building will be supported by a concrete slab. Each vendor offers multiple accessories and options and depending on the budget we will work closely with the team to provide a building to meet current and future needs of the maintenance and operations staff.



Rendering of the 25 x 50 Maintenance Building

Chemical Building (Alternate)

In our preliminary design we have made provisions for the inclusion of a future 30' x 18' x 12' Chemical Building. The building design provides enough space for the proposed four polymer systems and ample storage for polymer totes. There is additional room provided for future tankage or chemical feed units. We are proposing a CMS precast building similar in finish and color to the chlorine building. The building will include interior 5/8" gypsum walls and ceilings with a painted concrete floor with added slip protection mats. Interior and Exterior lighting will be provided along with a 3-ton Wall Mount Unit. Removing the polymer system and totes from the Electrical Building allows this space to be dedicated to the hypochlorite system or used for future electrical equipment.



Building Services

The electrical building will be in the base bid. As proposed will be precast system with a Split AC Unit for cooling. Interior and Exterior LED lighting will be provided. Similar to the Chlorine Feed Building, we propose using a split face exterior finish painted to match the existing structure with a tan exterior, brown doors. The interior walls and ceilings will be finished with 5/8" Gypsum with R-21 insulation. The flooring shall be smooth steel form finished concrete painted gray. The building design shall meet FBC 2017 and ACI-318. During initial design and value engineering efforts, our team will also consider other alternatives, including CMU with a metal roofing. Our team will evaluate current market conditions and scheduling constraints to provide the County with the best value solution. As noted, should the budget allow and other alternates be selected, we will evaluate cost saving alternatives to combine buildings into a single multipurpose facility.

4.3 Expandability of Project (Project Site Master Planning and Ease of Expansion)

Our goal with this project is to be as non-invasive as possible while working within the tight footprint as prescribed while ensuring maintenance of plant operations (MOPO). While maximizing the use space as shown, a future digester expansion could be located in the area of the existing pond, which could be moved further south. A future centrifuge platform or combined dewatering building could be located south of the Chlorine Building. Should more space be required, J&P can consider a cast in place digester that would remove the 15-foot offset required by prestressed tank construction and tighten up the site. Depending on the budget remaining, we suggest discussing upsizing the electrical feed to handle future equipment loads. With hiring our cost efficient team, it would be timely to design and execute any future needs while know your are getting best value.

4.4 Architecture, Aesthetics, and Landscaping

For this expansion, the architectural elements will be minimal however will stay in line with current scheme. The proposed electrical building is a precast structure that will be painted to match the current paint schedule matching the current color schemes. The suppliers can provide various wall textures including a split face block painted to match the existing earth tan colors and green accents.

The proposed tanks and other cast in place elements will match the existing paint schedule and finish requirements per the DCP. As experienced on past projects, paint matching is important and will be performed before ordering and apply paint in bulk. Our design team will work closely with the plant staff to ensure the best options and finishes are selected to best coexist with the current aesthetics.

Landscaping

The landscape will match the existing conditions with all disturbed areas returned to their previous condition. No additional landscape architecture is required. Grassing will match existing species.

4.5 Governmental Approvals

Similar to the design process, our Design-Build team will work closely with the County and the permitting agencies with clear communication and early coordination to help to expedite the permitting process for the implementation of the expansion project. The Design-Build team has previous experience successfully in working with Florida and Okaloosa County permitting agencies on similar projects.

The following permits are anticipated for the construction of the proposed project:

PERMIT	PERMIT HOLDER	PERMIT FEE PAID BY	OKALOOSA COUNTY ROLE	DESIGN-BUILDER ROLE	ESTIMATED DURATION
Okaloosa County Building Permit(s)	Design-Builder	Design-Builder	None	Secure permitting outside of private agency as authorized by Florida Statute 553.791. Submit name of private agency with Technical Proposal.	Two weeks for submittal
FDEP Wastewater Facility Permit	Okaloosa County	Okaloosa County	Coordinate with FDEP for approvals for Notice to Proceed and County to submit final plans for certifications.	Submit final drawings, reports, and completed permit application forms to Okaloosa County. Submit O&M Manuals and record drawings to Okaloosa County. Complete the required forms.	Five months for submittal One month for approval 6 months total
FDEP General Permit for Stormwater During Construction and Erosion Control	Design-Builder	Design-Builder	Prior to FDEP submittal, Design-Builder shall review stormwater management plans to ensure compliance with the County's requirements for stormwater controls.	Secure permit from FDEP prior to construction activities.	< one month Two days prior to construction for approval To be coordinated with construction
FDEP Erosion Control Permit	Design-Builder	Design-Builder	None	Secure permit	1-2 weeks
FAA Permit	Design-Builder	Design-Builder	None	Evaluate need for FAA notification	

The critical path item for acquiring the necessary permits is **FDEP Wastewater Facility Permit**. Our Design-Build team will prepare and submit final drawings, reports, and completed permit application forms to Okaloosa County. Near completion of the project, we will submit the respective O&M Manuals and record drawings to Okaloosa County and complete the required forms.

The **Building Permit** application(s), **Stormwater Permit** during construction and **Erosion Control Permit** will be completed in advance of finalizing the drawings which allow for timely submittal when required. The Stormwater and Erosion Control Permit is anticipated to be a smooth process as the actual area of disturbance is limited and efforts will be made to minimize the impacted area.

It is anticipated that an **FAA Permit** will not be required, however confirmation will be made and documented at the onset of the project. In the event an FAA Permit is necessary, work will begin immediately to prepare the permit application.

Okaloosa County

Request for Proposals for

The Solids Handling Expansion of the Arbennie Pritchett Water Reclamation Facility

5

Drawings



Table with columns: DISCH, STANDARD ABBREVIATIONS, DISCHARGE, LAM, LAMINATE OR LAMINATION, REC, RECIRCULATION (DISCHARGE/SUCTION), WEST, WATER LEVEL, etc.

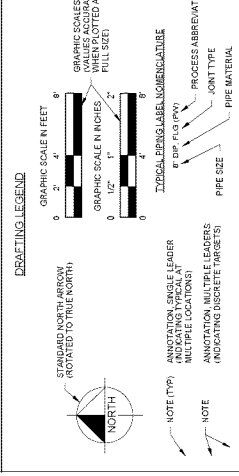


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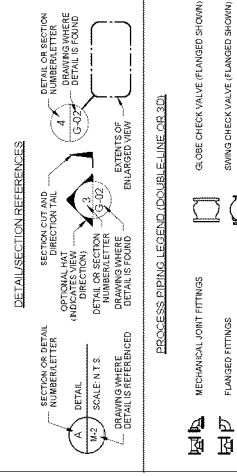


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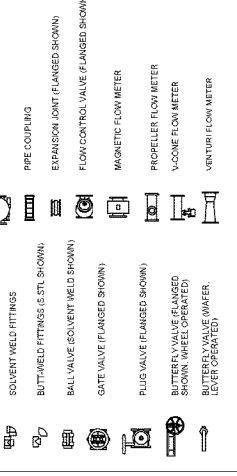


Table with columns: DISCH, STANDARD ABBREVIATIONS, DISCHARGE, LAM, LAMINATE OR LAMINATION, REC, RECIRCULATION (DISCHARGE/SUCTION), WEST, WATER LEVEL, etc.

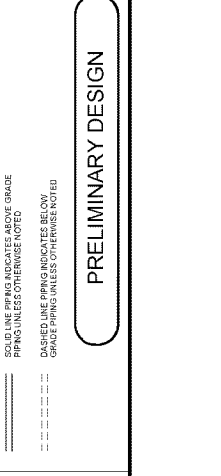


Table with columns: DISCH, STANDARD ABBREVIATIONS, DISCHARGE, LAM, LAMINATE OR LAMINATION, REC, RECIRCULATION (DISCHARGE/SUCTION), WEST, WATER LEVEL, etc.



0.02147 (240518)700.00.00
 1.0000000.00.00
 2025/01/27
 2025/01/27

Kimley»Horn
 522 N. WEST 13TH AVE. SUITE 200
 OKLAHOMA CITY, OKLAHOMA 73104
 PHONE: (405) 763-8800
 FAX: (405) 763-8801
 WWW.KIMLEY-HORN.COM

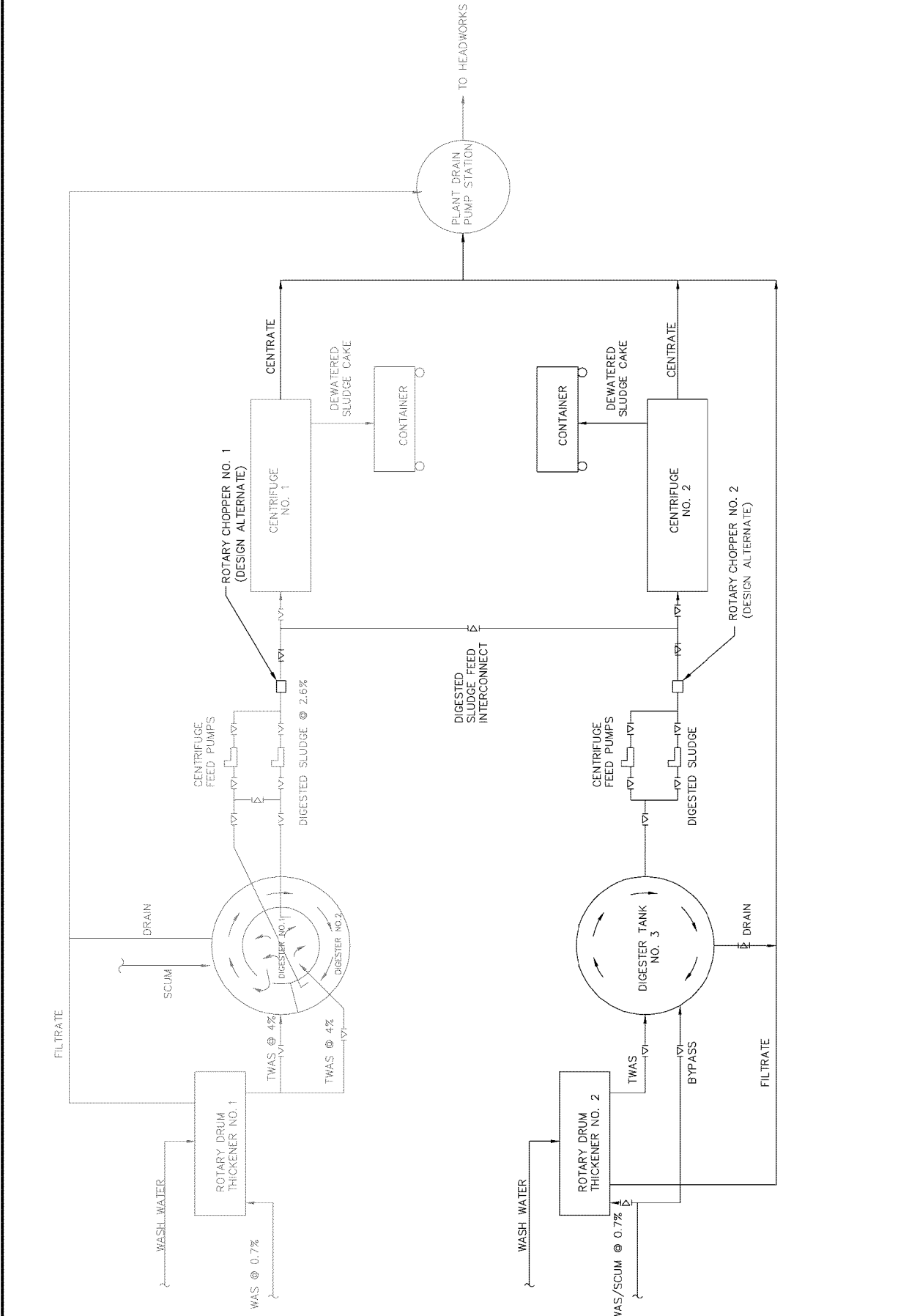
KIM PROJECT	2022-00-AP-RWF
DATE	JANUARY 2022
SCALE AS SHOWN	JSP
DRAWN BY	KEG
CHECKED BY	KEG
DATE	
FL LICENSE NUMBER	
LICENSED PROFESSIONAL	

APWRF SOLIDS HANDLING EXPANSION
 PREPARED FOR
OKALOOSA COUNTY

PROCESS FLOW DIAGRAM

SHEET NUMBER
G-03

PRELIMINARY DESIGN





Kimley-Horn

5221 W. WILSON AVENUE, SUITE 200
DENVER, CO 80231
PHONE: 303.733.8500
FAX: 303.733.8505
WWW.KIMLEY-HORN.COM

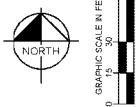
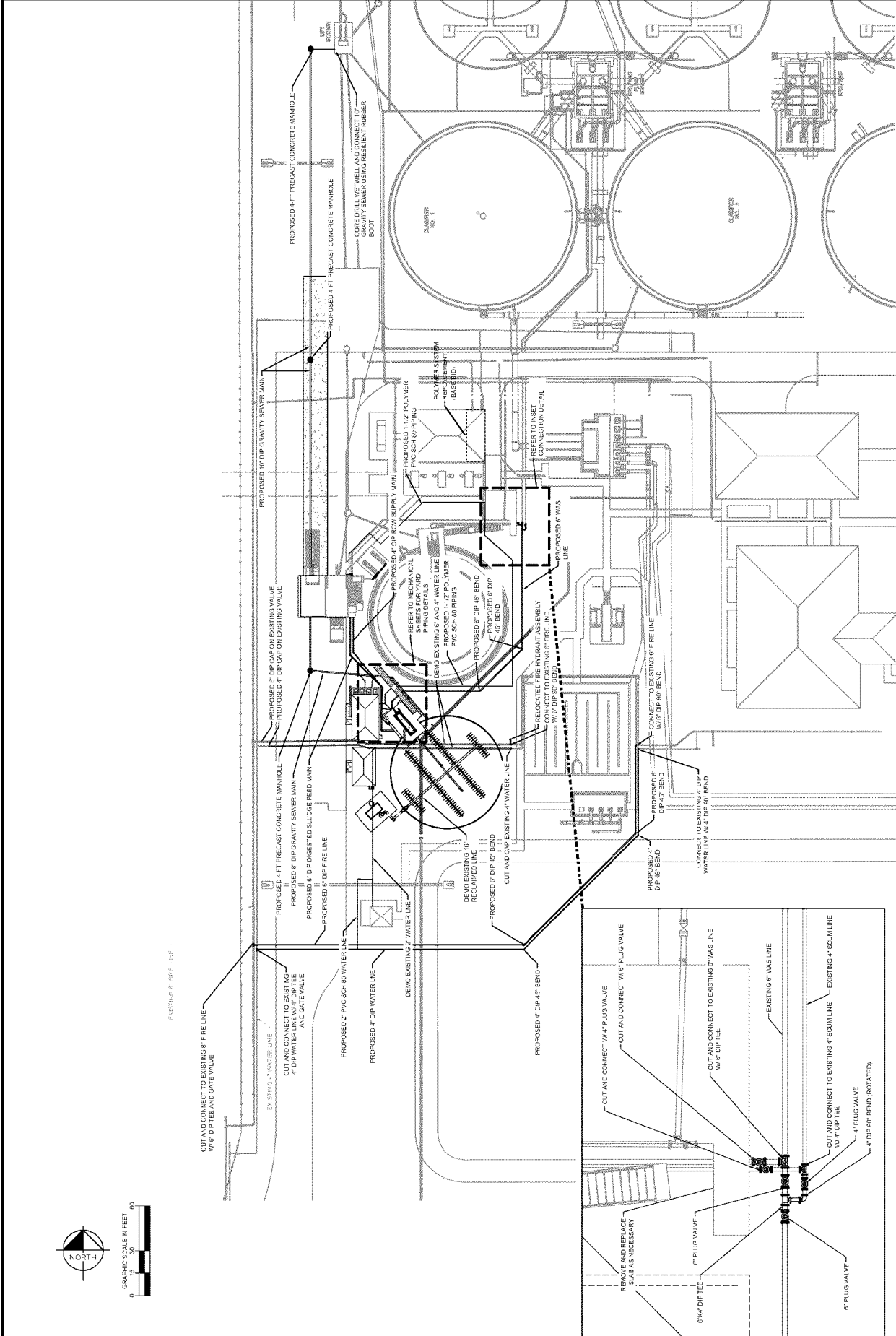
PROJECT: 2022-00-ARWF
DATE: JANUARY 2022
SCALE: AS SHOWN
DESIGNED BY: JSP
CHECKED BY: KEG
DATE: 01/11/2022

APWRF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

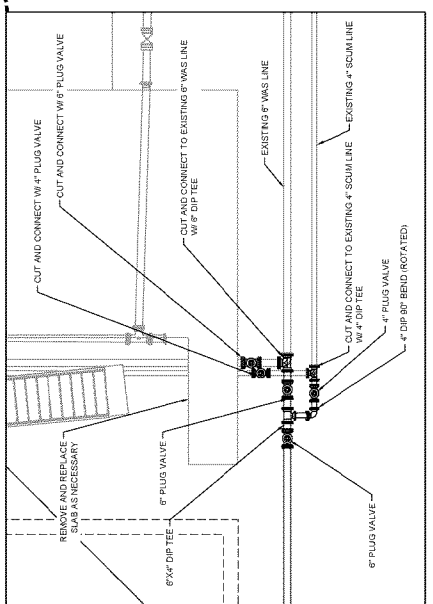
UTILITY PLAN

PRELIMINARY DESIGN

SHEET NUMBER
C-02



WAS AND SOUL LINE CONNECTION - ENLARGED DETAIL
SCALE 1"=2'





© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
 200 N. WEST STREET
 SUITE 200
 OKALOOSA, FL 32067
 PHONE: 904.867.8877

Kimley Horn
 115 RICKMAN AVE. SUITE 100
 OKALOOSA, FL 32067
 PHONE: 904.867.8877
 WWW.KIMLEY-HORN.COM

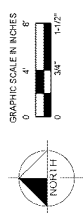
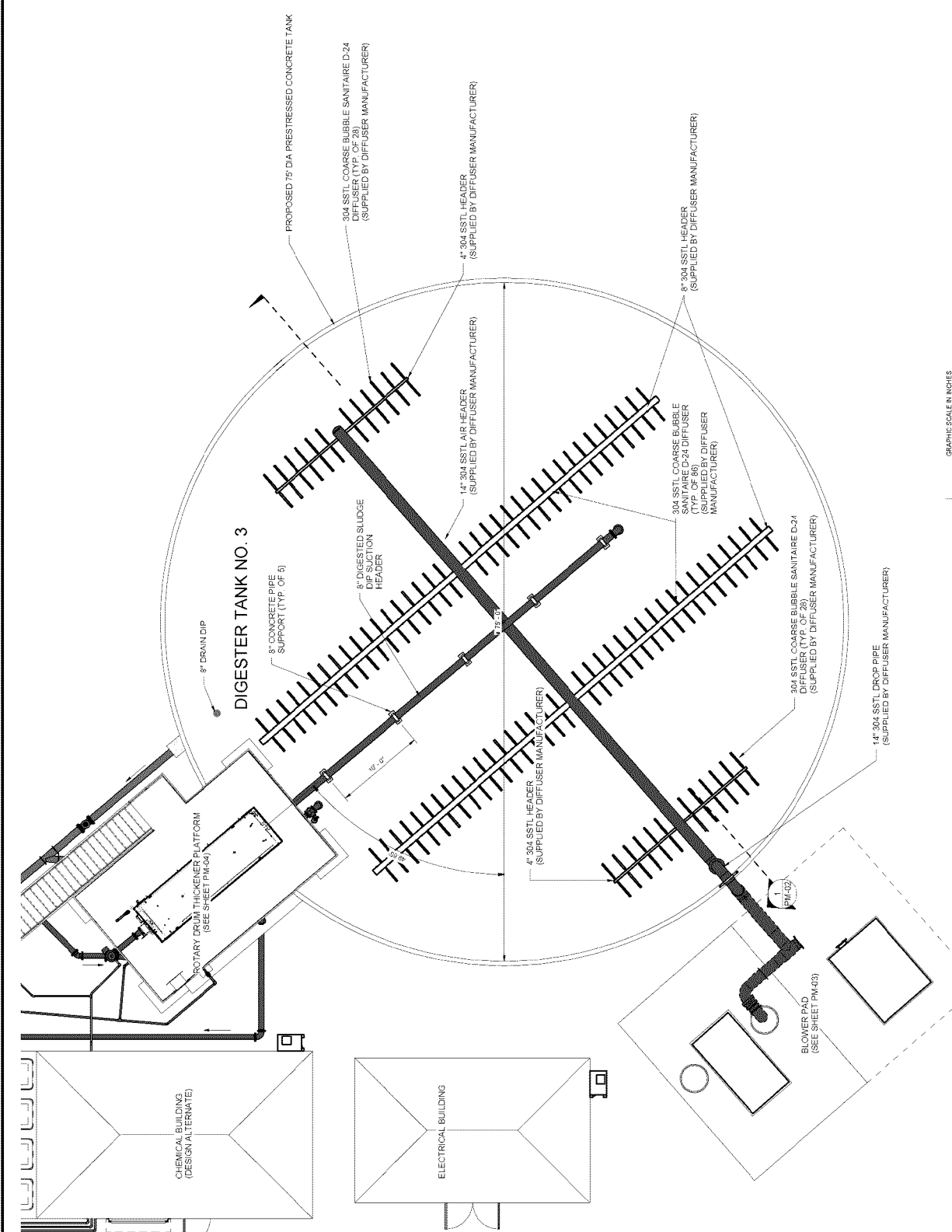
KHA PROJECT	2022-04-PM-01
DATE	XXXX
DESIGNED BY	JSP
DRAWN BY	KES
CHECKED BY	CHS
DATE	XXXX
LICENSED PROFESSIONAL	
FL LICENSE NUMBER	

APWRF SOLIDS HANDLING
 EXPANSION
 PREPARED FOR
OKALOOSA COUNTY

DIGESTER TANK NO. 3
 PLAN
 3 PLAN

SHEET NUMBER
PM-01

PRELIMINARY DESIGN



1 DIGESTER TANK PLAN
 DATE: 11-10
 NORTH



© 2022 JSP CONTRACTING CO., INC.
 2460 W. 10TH STREET
 TULSA, OKLA. 74104
 PHONE: 918-488-8888

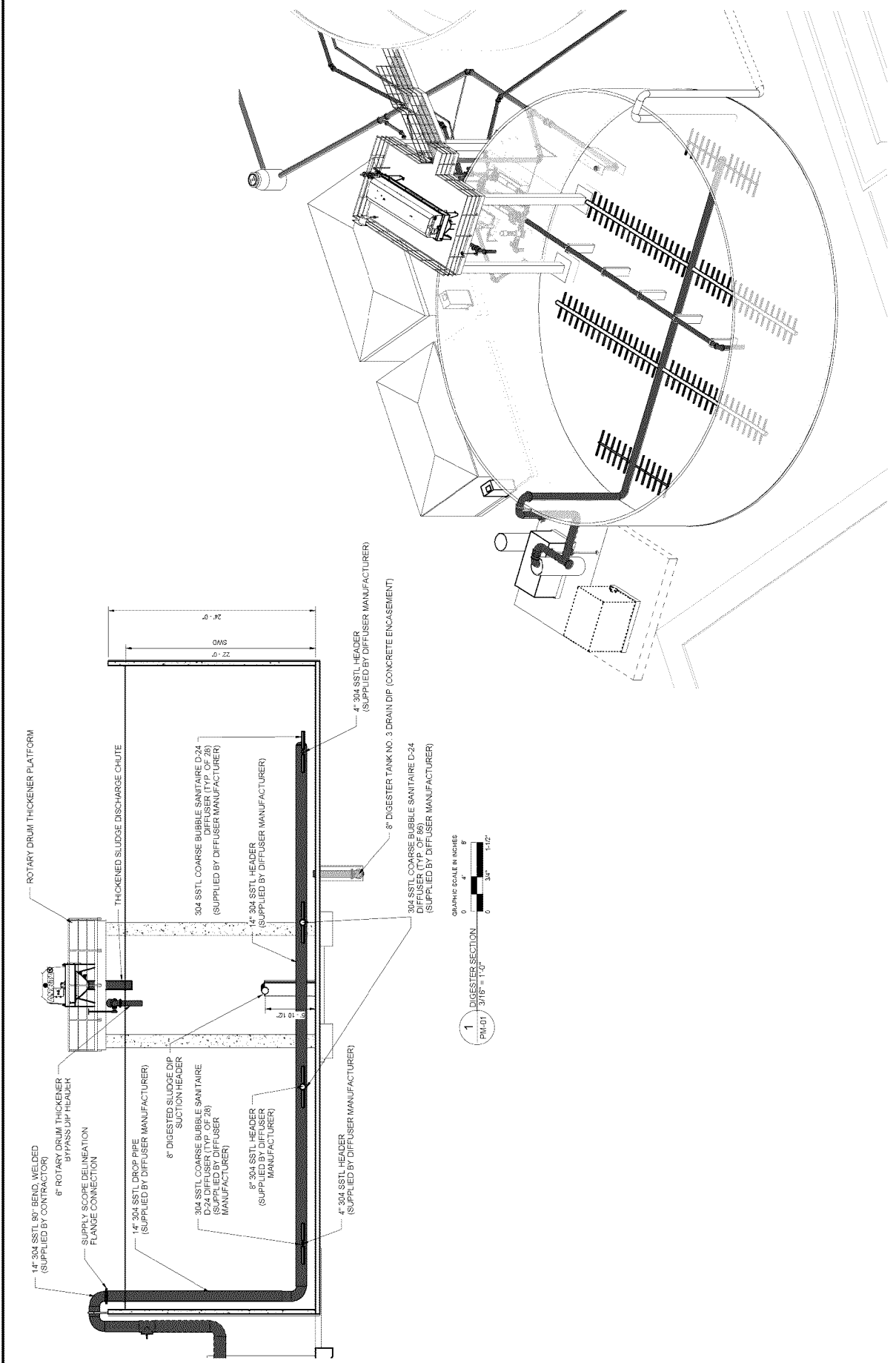
Kimley»Horn
 175 RICHARD JACKSON BOULEVARD, SUITE 210
 OKLAHOMA CITY, OKLA. 73104
 PHONE: 405-553-3300
 WWW.KIMLEY-HORN.COM REGISTERED PROFESSIONAL ENGINEERS

LICENSED PROFESSIONAL ENGINEER
 DATE: 01/20/22
 PROJECT: APWRF SOLIDS HANDLING EXPANSION
 PREPARED FOR: OKALOOSA COUNTY
 DRAWN BY: KGS
 CHECKED BY: CHS
 DATE: 01/20/22
 DESIGNED BY: JSP
 SCALE: AS SHOWN
 DATE: JANUARY 2022

APWRF SOLIDS HANDLING EXPANSION
 PREPARED FOR: OKALOOSA COUNTY

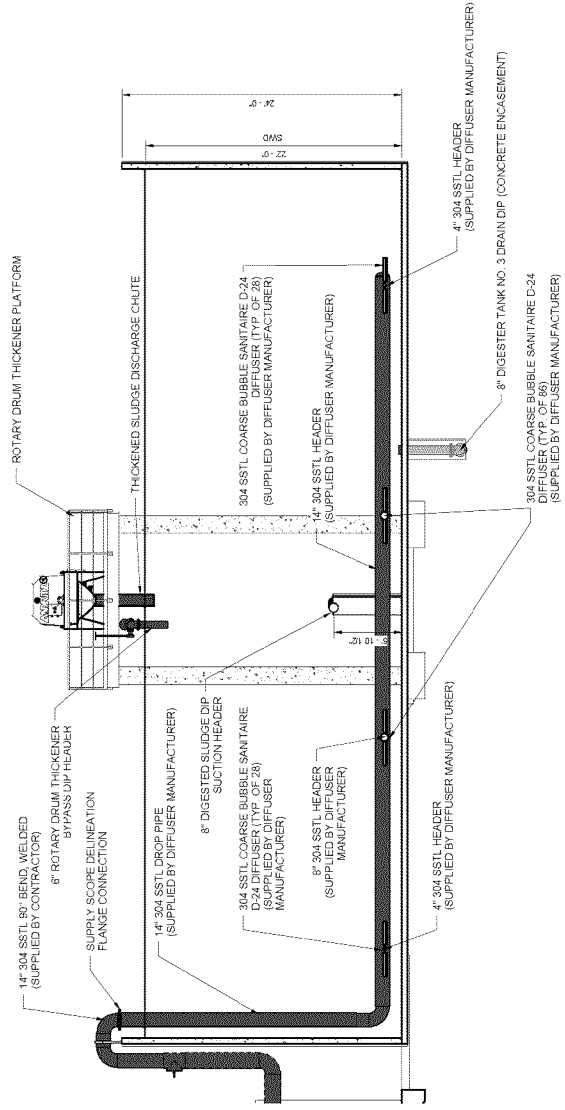
DIGESTER TANK NO. 3 SECTION & ISOMETRIC

SHEET NUMBER
 PM-02



2 DIGESTER ISOMETRIC
 N.T.S.

PRELIMINARY DESIGN





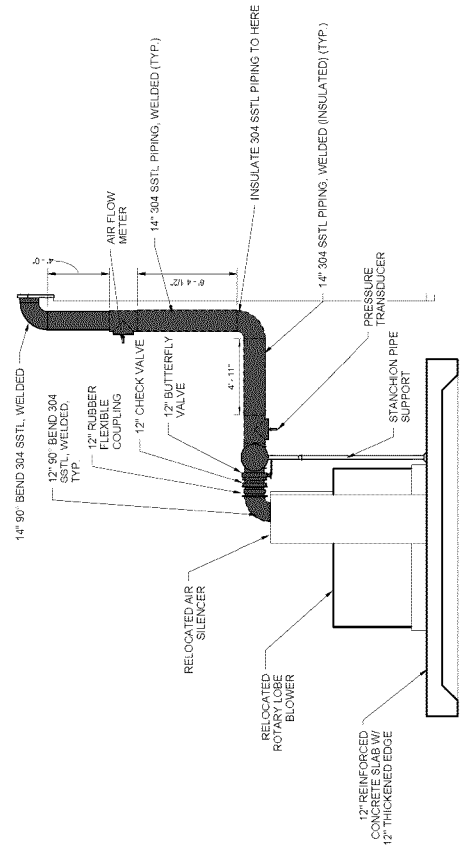
Kimley-Horn

15 RICHARD J. KIMLEY-HORN, LICENSED PROFESSIONAL ENGINEER
 15 RICHARD J. KIMLEY-HORN, LICENSED PROFESSIONAL ENGINEER
 15 RICHARD J. KIMLEY-HORN, LICENSED PROFESSIONAL ENGINEER
 PHONE: 555-555-5555
 WWW.KIMLEY-HORN.COM REGISTRY NO. 001

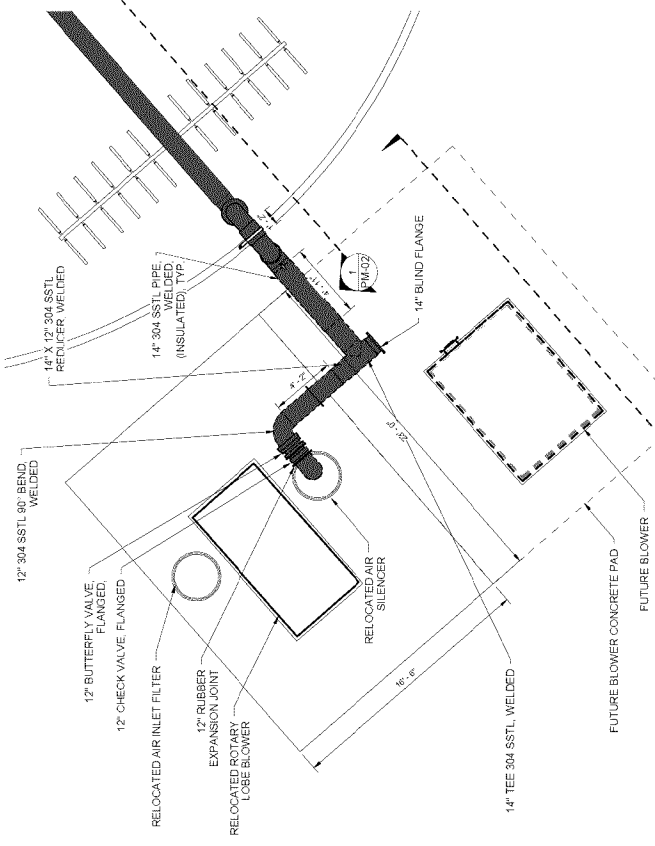
DATE: 10/20/2022
 CHECKED BY: CHS
 DRAWN BY: KEG
 DESIGNED BY: JSP
 SCALE: AS SHOWN
 DATE: JANUARY 2022
 2022-04-PM-03
 KHA PROJECT

APWRF SOLIDS HANDLING
 PREPARED FOR
 OKALOOSA COUNTY

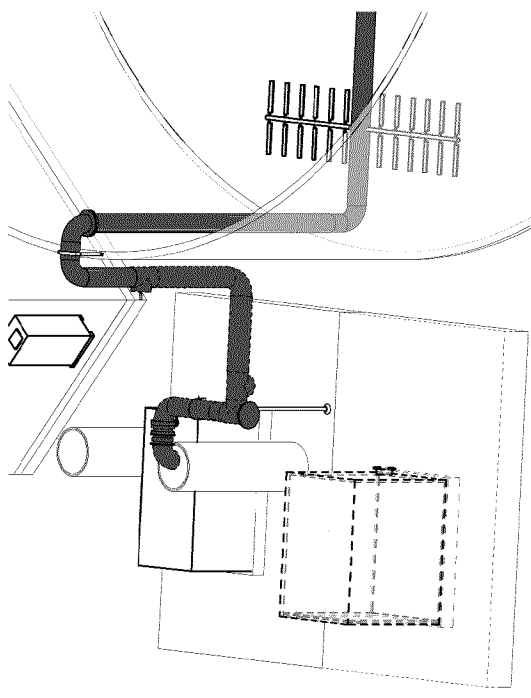
DIGESTER TANK NO. 3 BLOWER PLAN
 SHEET NUMBER
 PM-03



2 NEW BLOWER PIPING SECTION VIEW
 GRAPHIC SCALE IN INCHES
 0 1/2" 1" 2"
 1/4" = 1'-0"



1 BLOWER PAD PLAN
 GRAPHIC SCALE IN INCHES
 0 1/2" 1" 2"
 1/4" = 1'-0"



3 PROPOSED BLOWER PIPING
 W.T.S.

PRELIMINARY DESIGN

PRELIMINARY DESIGN

SHEET NUMBER
PM-04

ROTARY DRUM
THICKENER NO. 2
PLAN

APRWF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

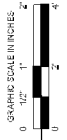
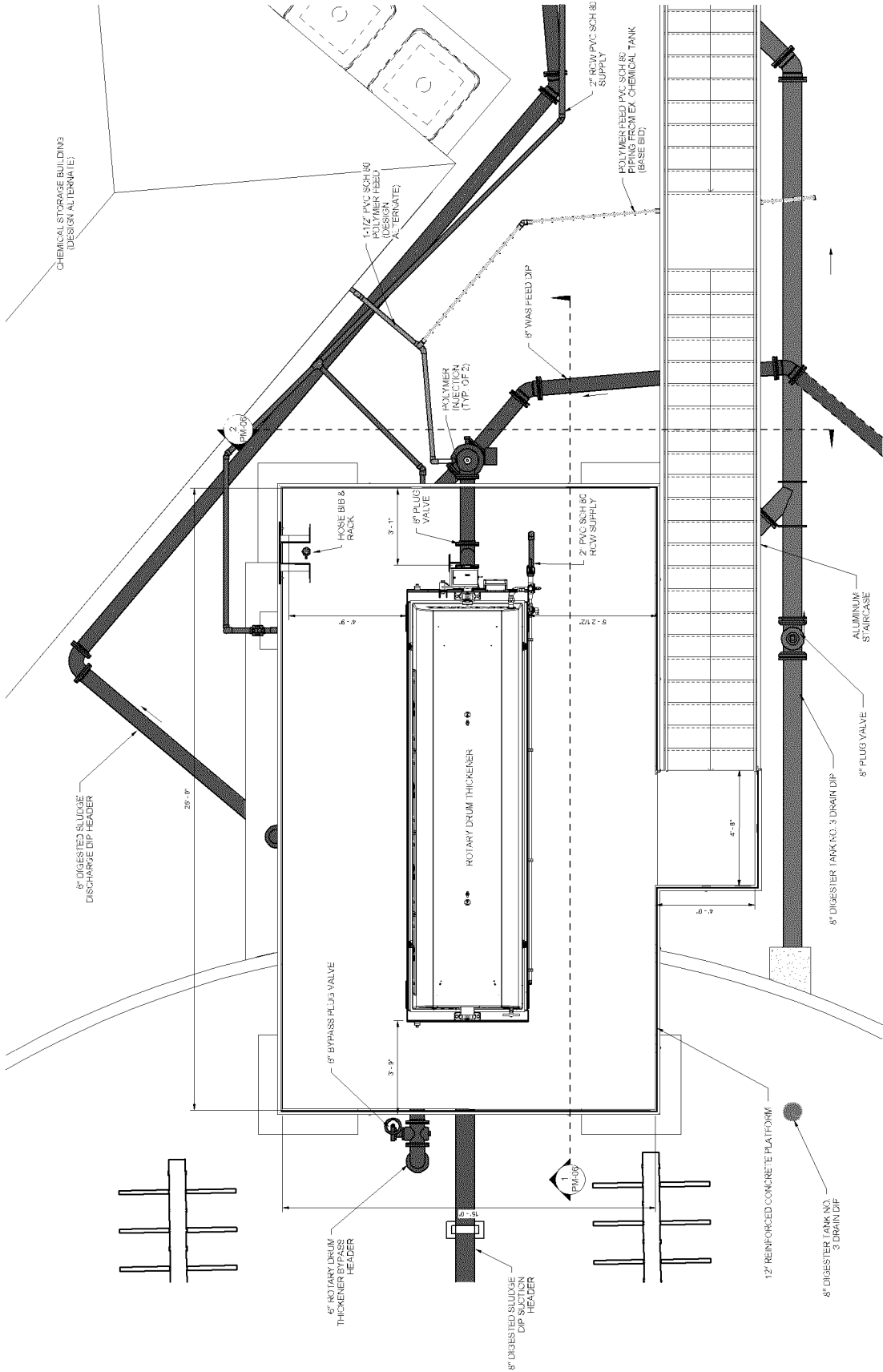
RFA PROJECT
2022-CO-APRWF
DATE
JANUARY 2023
SCALE AS SHOWN
DESIGNED BY JSP
DRAWN BY REG
CHECKED BY CHS
DATE 03/09/2023
LICENSED PROFESSIONAL
FL LICENSE NUMBER

Kimley Horn



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TUSCALOOSA, AL 35604
508 THUNDERBOLT
PHONE 256-846-6331

121 E. MAIN STREET, SUITE 200
TALLAHASSEE, FL 32301
WWW.KIMLEY-HORN.COM
REGISTRY NO. 538



GRAPHIC SCALE INCHES
1 ROTARY DRUM THICKENER PLAN
1/2" = 1'-0"

SHEET NUMBER
PM-05

CENTRIFUGE FEED
PUMPS NO. 3 AND 4
PLAN

APRFF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

RFA PROJECT
2022-002-APRFF
DATE
JANUARY 2022
DESIGNED BY: JSP
DRAWN BY: QHS
CHECKED BY: QHS
DATE: 09/03/2021

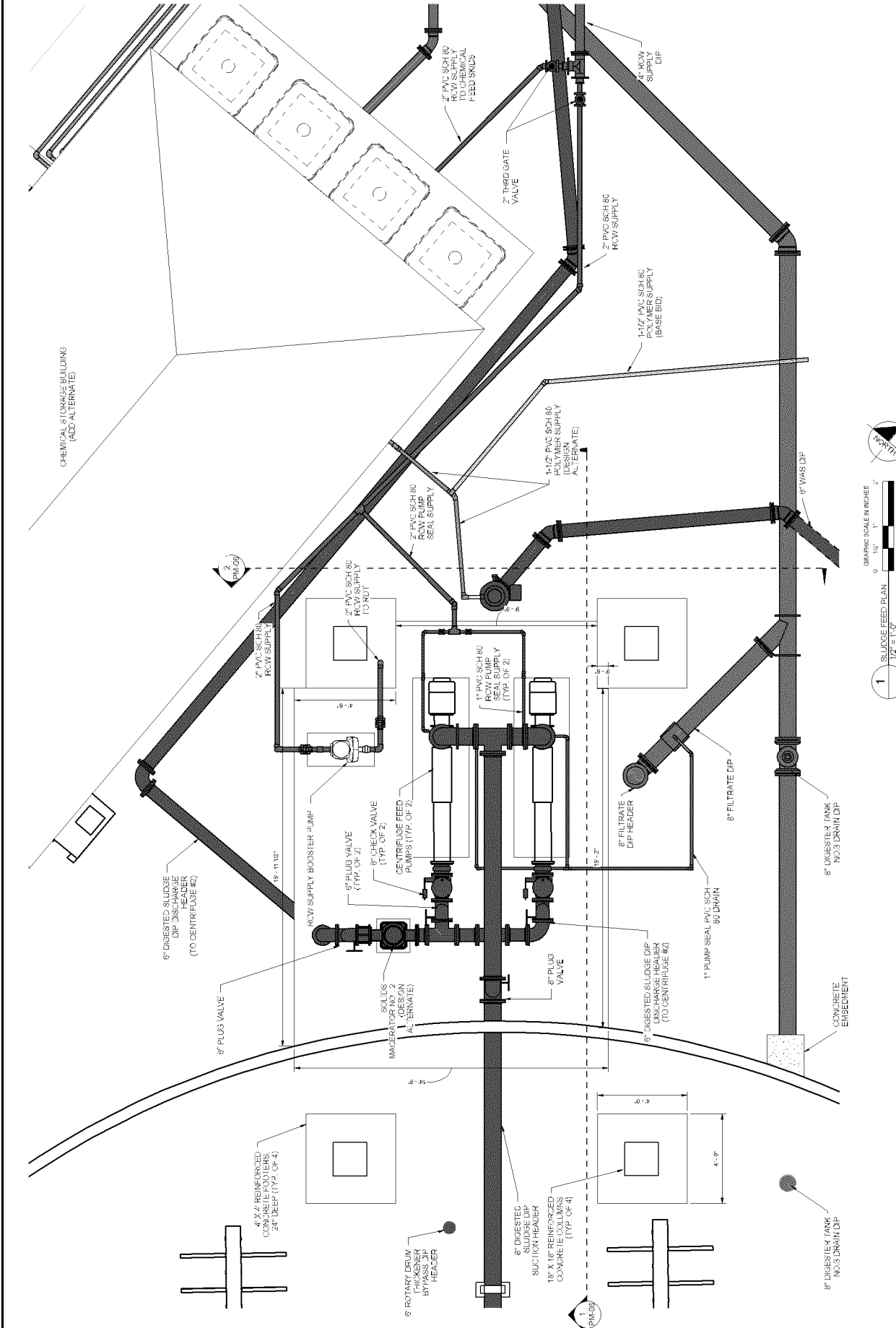
LICENSED PROFESSIONAL
FL LICENSE NUMBER
DATE: 09/03/2021

Kimley-Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1818 W. PARKWAY NORTH, SUITE 200
GAINESVILLE, FL 32608
PHONE: 352-381-6331



PRELIMINARY DESIGN



GRAPHIC SCALE IN INCHES
0 1 2 4
1/2" = 1'-0"

1 SLUDGE FEED PLAN
1/2" = 1'-0"



Kimley-Horn
 ASSOCIATES, INC.
 110 RICHARDSON DRIVE, SUITE 100
 WYOMING, WY 83001
 PHONE: 307.533.1349
 WWW.KIMLEY-HORN.COM PROJECT NO. 2022-04-PM-06

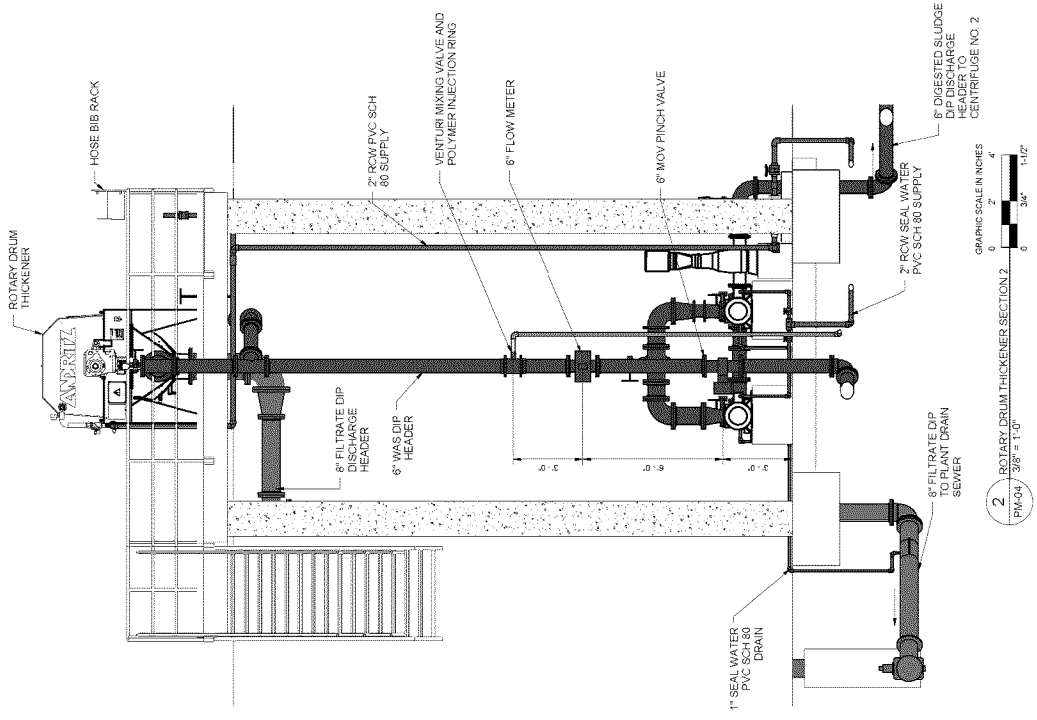
2022-04-PM-06
 APR 2022
 SCALE: AS SHOWN
 DATE: JANUARY 2022
 DESIGNED BY: JSP
 DRAWN BY: KEG
 CHECKED BY: CHS
 DATE: 10/20/2021
 LICENSE NUMBER:
 DATE: 10/20/2021
 LICENSE PROFESSIONAL:

APWRF SOLIDS HANDLING
 EXPANSION
 PREPARED FOR
 OKALOOSA COUNTY

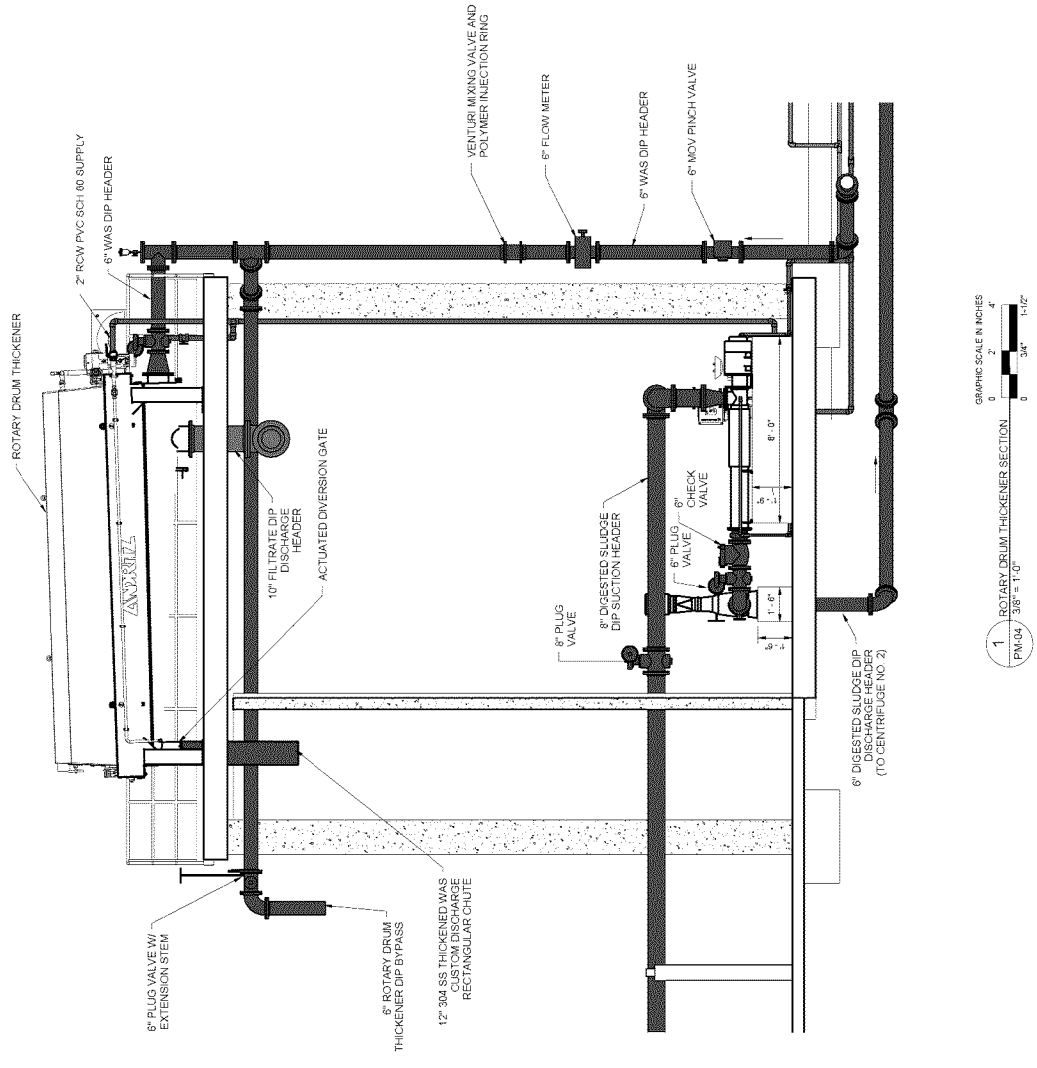
RDT & CENTRIFUGE
 FEED PUMPS
 SECTIONS

SHEET NUMBER
 PM-06

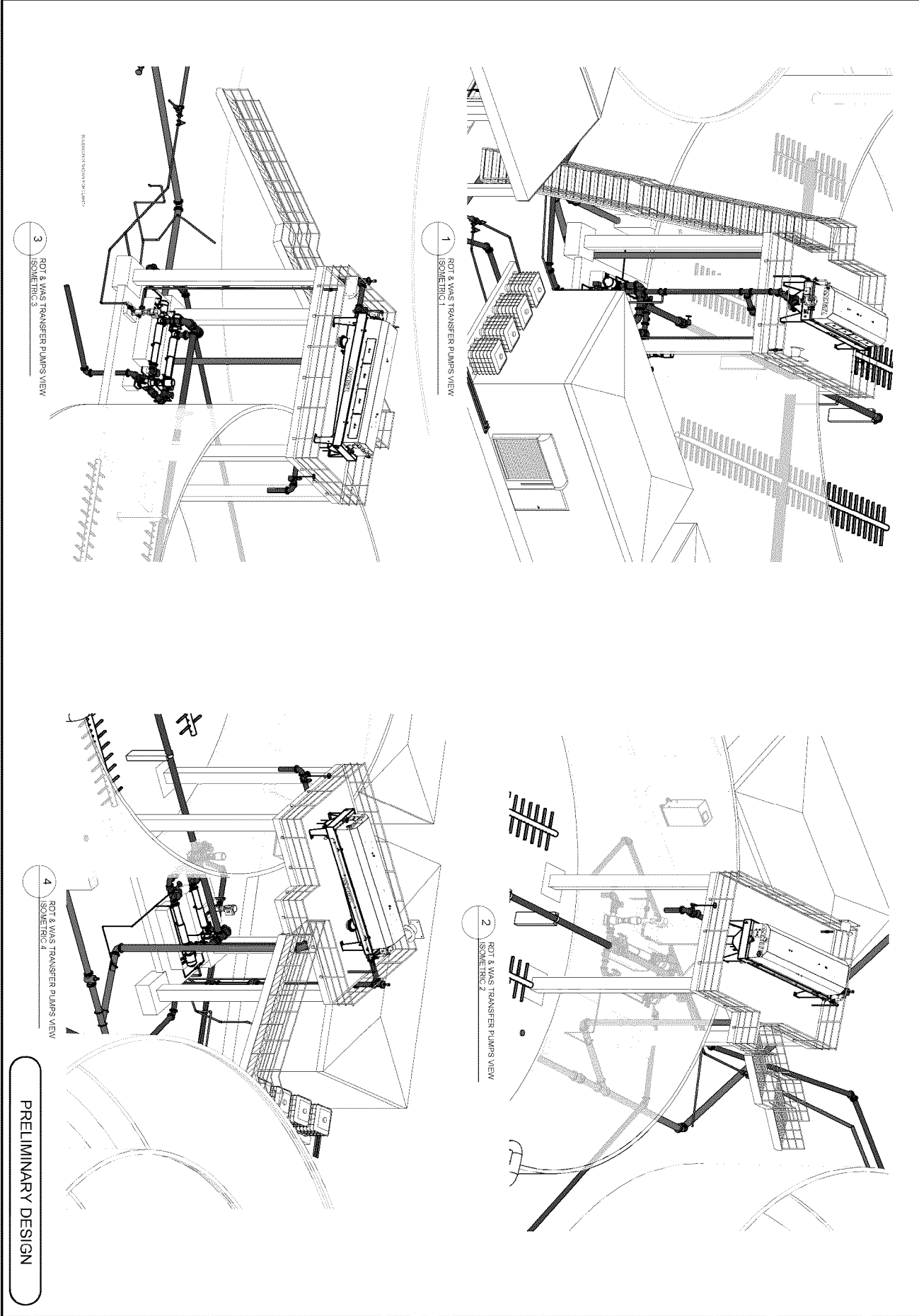
PRELIMINARY DESIGN



GRAPHIC SCALE IN INCHES
 0 2 4
 0 3/4 1-1/2
 SECTION 2
 PM-06 3/8\"/>



GRAPHIC SCALE IN INCHES
 0 2 4
 0 3/4 1-1/2
 SECTION 1
 PM-06 3/8\"/>



1 ROT & WAS TRANSFER PUMPS VIEW ISOMETRIC 1

3 ROT & WAS TRANSFER PUMPS VIEW ISOMETRIC 3

2 ROT & WAS TRANSFER PUMPS VIEW ISOMETRIC 2

4 ROT & WAS TRANSFER PUMPS VIEW ISOMETRIC 4

PRELIMINARY DESIGN

SHEET NUMBER PM-07	RDT & CENTRIFUGE FEED PUMPS ISOMETRICS	APWRF SOLIDS HANDLING EXPANSION PREPARED FOR OKALOOSA COUNTY	KHA PROJECT 2022-OCAPWRF	LICENSED PROFESSIONAL	 © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 120 RICHARD JACKSON BOULEVARD SUITE 210 PANAMA CITY BEACH, FL PHONE: 904-653-3009 WWW.KIMLEY-HORN.COM REGISTRATION NO. 690	 © 2022 J&P CONSTRUCTION CO., INC. 7900 ARMY STREET TALLAHASSEE, FL 32310 PHONE: 904-846-6611
			DATE JANUARY 2022	FL LICENSE NUMBER		
			SCALE AS SHOWN			
			DESIGNED BY: JSP			
			DRAWN BY: KEG			
			CHECKED BY: CHS	DATE: 1/20/2022		

PRELIMINARY DESIGN

SHEET NUMBER
PM-08

CENTRIFUGE FEED
PUMPS NO. 1 AND 2
MODIFICATIONS PLAN

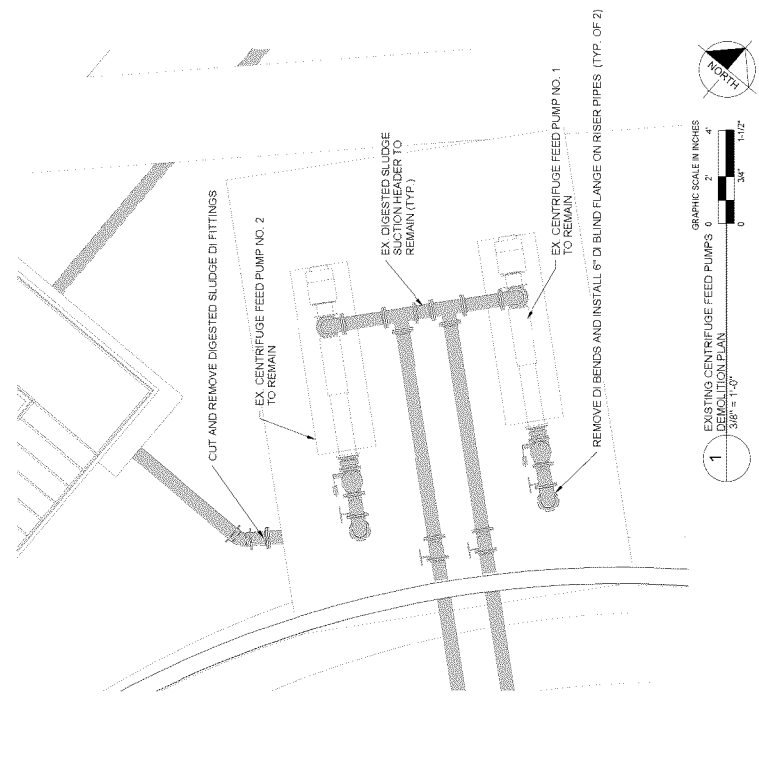
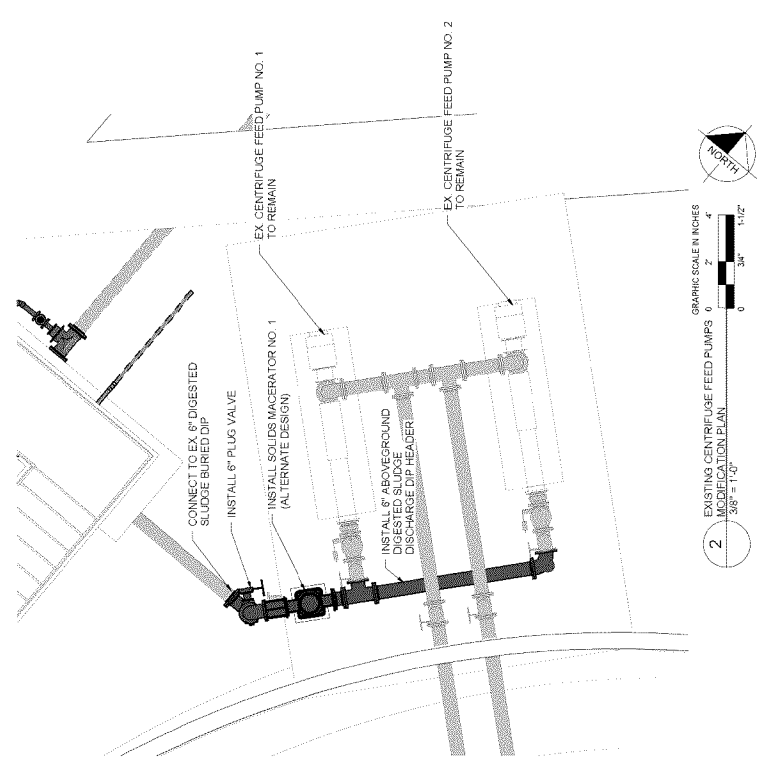
APWRF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

KHA PROJECT	2022-00-APWRF
DATE	JANUARY 2022
DESIGNED BY	JSP
DRAWN BY	KG
CHECKED BY	CHS
DATE	XXXXXX
FL. LICENSE NUMBER	
LICENSED PROFESSIONAL	

Kimley»Horn
115 RICHARD JACKSON BUILDING SUITE 310
ANNANDALE, VIRGINIA 22025
PHONE: 555-555-5555
WWW.KIMLEY-HORN.COM REGISTERED NO. VA

© 2022 APWRF OKALOOSA COUNTY, INC.
7565 WINDYFIELD
P.O. BOX 2000
TALLAHASSEE, FL 32304

APWRF OKALOOSA COUNTY, INC.
7565 WINDYFIELD
P.O. BOX 2000
TALLAHASSEE, FL 32304





© 2022 JSP ARCHITECTURAL INC.
 704 W. 11TH ST.
 FORT WORTH, TX 76102
 PHONE: 817-352-1111

Kimley»Horn

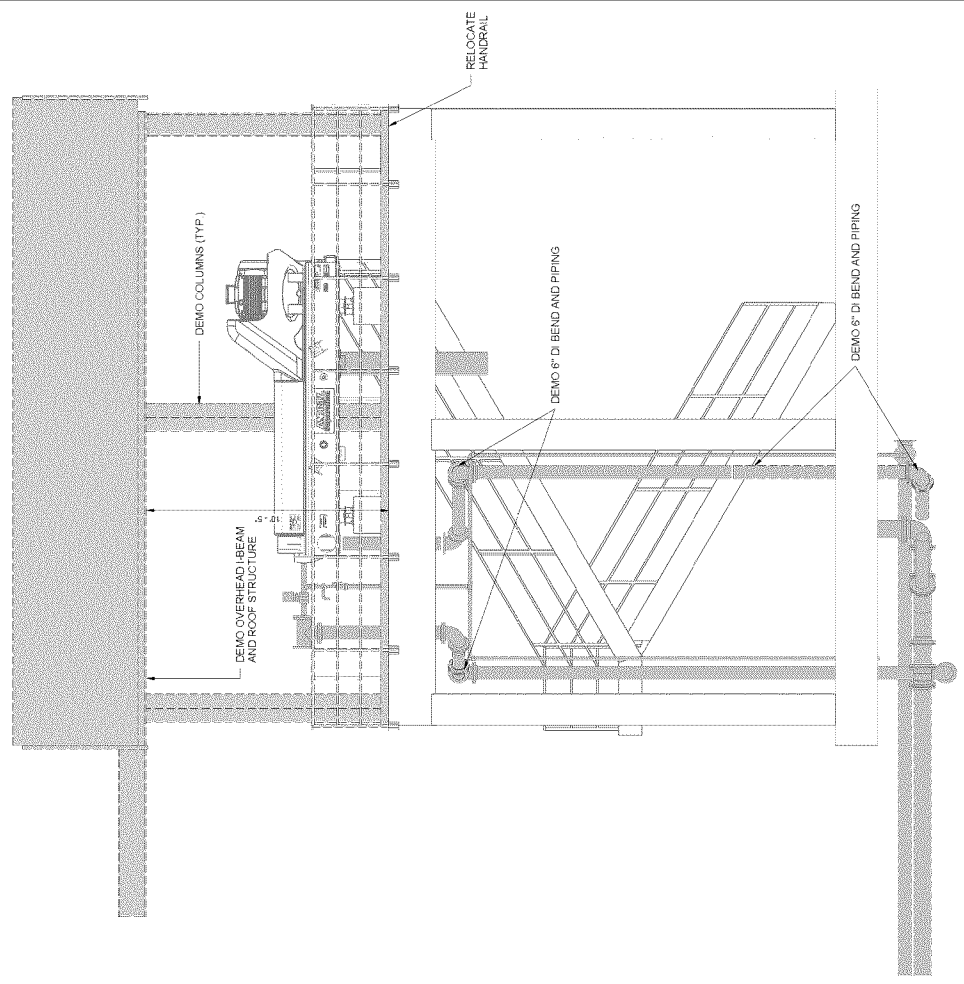
115 RICHARD JAMES BLVD SUITE 110
 PHOENIX, ARIZONA 85016
 PHONE: 602-555-5555
 WWW.KIMLEY-HORN.COM REGISTRY NO. 105

2022-04-PA-RF
 DATE: JANUARY 2022
 SCALE: AS SHOWN
 DESIGNED BY: JSP
 DRAWN BY: KEG
 CHECKED BY: CHG
 DATE: _____
 LICENSE NUMBER: _____
 LICENSED PROFESSIONAL

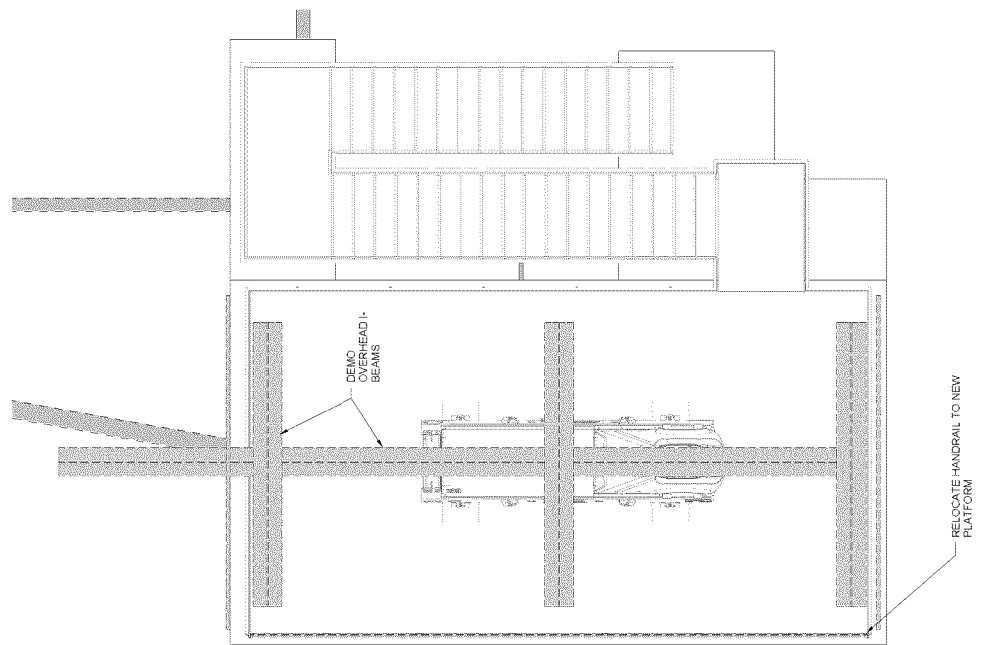
APWRF SOLIDS HANDLING
 PREPARED FOR
 OKALOOSA COUNTY

CENTRIFUGE
 DEMOLITION PLAN

SHEET NUMBER
 PM-09



2 CENTRIFUGE DEMOLITION SECTION 2
 VIEW 3/8" = 1'-0"
 GRAPHIC SCALE IN INCHES
 0 2 4
 0 36" 1'-0"



1 CENTRIFUGE DEMOLITION TOP PLAN
 VIEW 3/8" = 1'-0"
 GRAPHIC SCALE IN INCHES
 0 2 4
 0 36" 1'-0"
 NORTH

PRELIMINARY DESIGN

PRELIMINARY DESIGN

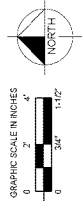
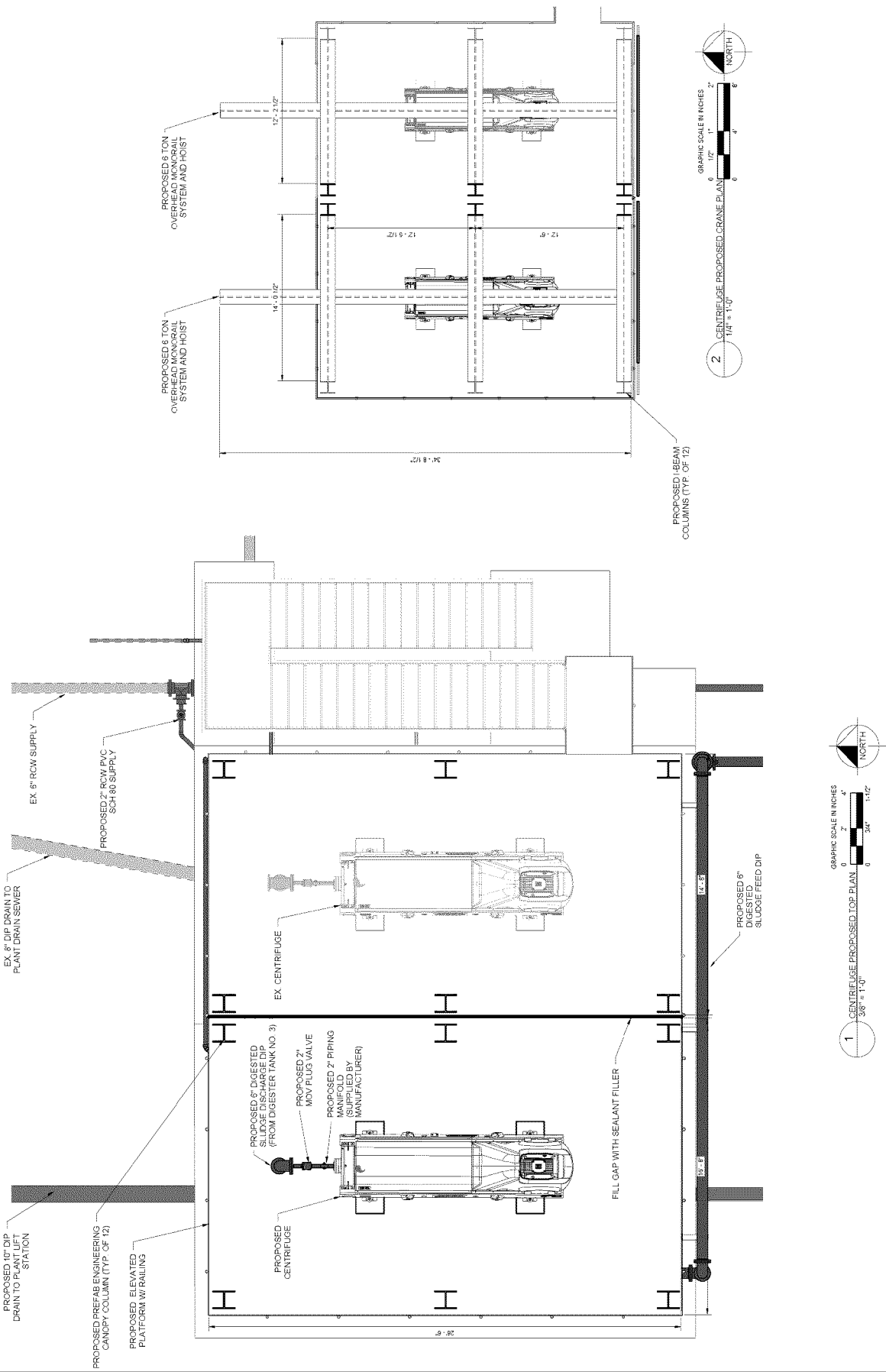
SHEET NUMBER
PM-10

CENTRIFUGE TOP
PLAN

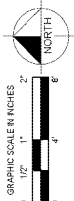
APRFF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

DATE: XXXXX
CHECKED BY: CHE
DRAWN BY: KEG
DESIGNED BY: JSP
SCALE: AS SHOWN
DATE: JANUARY 2022
2021-CC-APRFF
KHA PROJECT
LICENSED PROFESSIONAL
FL LICENSE NUMBER: XXXXX

Kimley-Horn
120 KIMBLE AVENUE, SUITE 200
MARIETTA, GA 30067
PHONE: 770.555.1001
WWW.KIMLEY-HORN.COM



1 CENTRIFUGE PROPOSED TOP PLAN
1/8" = 1'-0"



2 CENTRIFUGE PROPOSED CRANE PLAN
1/4" = 1'-0"

306 // Winterville - Working/Okaloosa County APRFF Buildings

PRELIMINARY DESIGN

SHEET NUMBER
PM-11

CENTRIFUGE
SECTION

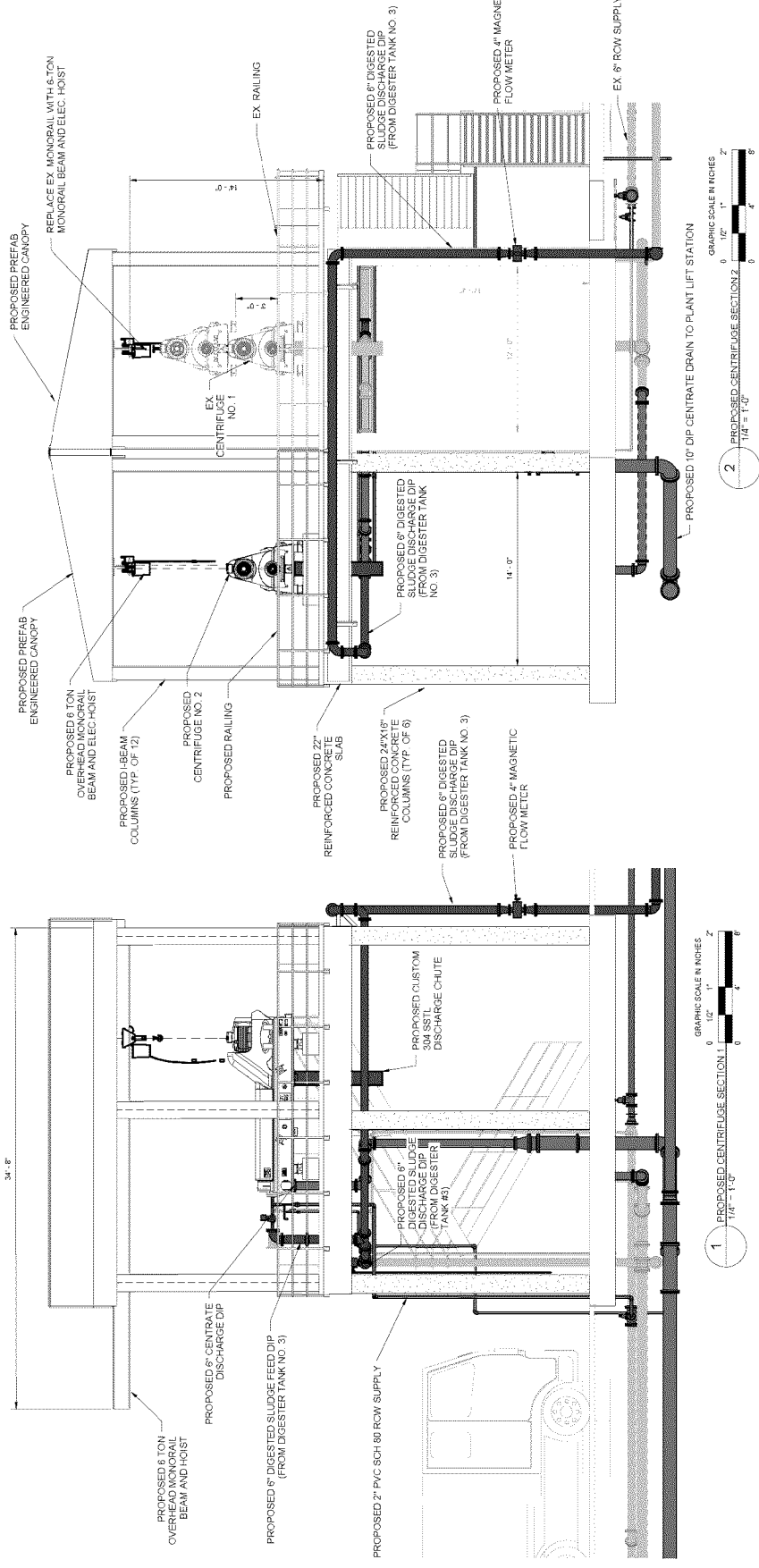
APWRF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

DATE	2022-04-04
PROJECT	APWRF
SCALE	AS SHOWN
DESIGNED BY	JSP
DRAWN BY	KEG
CHECKED BY	CHS
DATE	
LICENSED PROFESSIONAL	
FL. LICENSE NUMBER	

Kimley-Horn
113 RICHARD JAMES BLVD SUITE 110
ANNANDALE, VA 22003
PHONE: 555-555-5555
WWW.KIMLEY-HORN.COM REGISTRY NO. 101



002 10 P OKALOOSA COUNTY
DESIGNED BY: JSP
DRAWN BY: KEG
CHECKED BY: CHS
DATE: 04/04/22



1. PROPOSED CENTRIFUGE SECTION 1
1/4" = 1'-0"

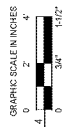
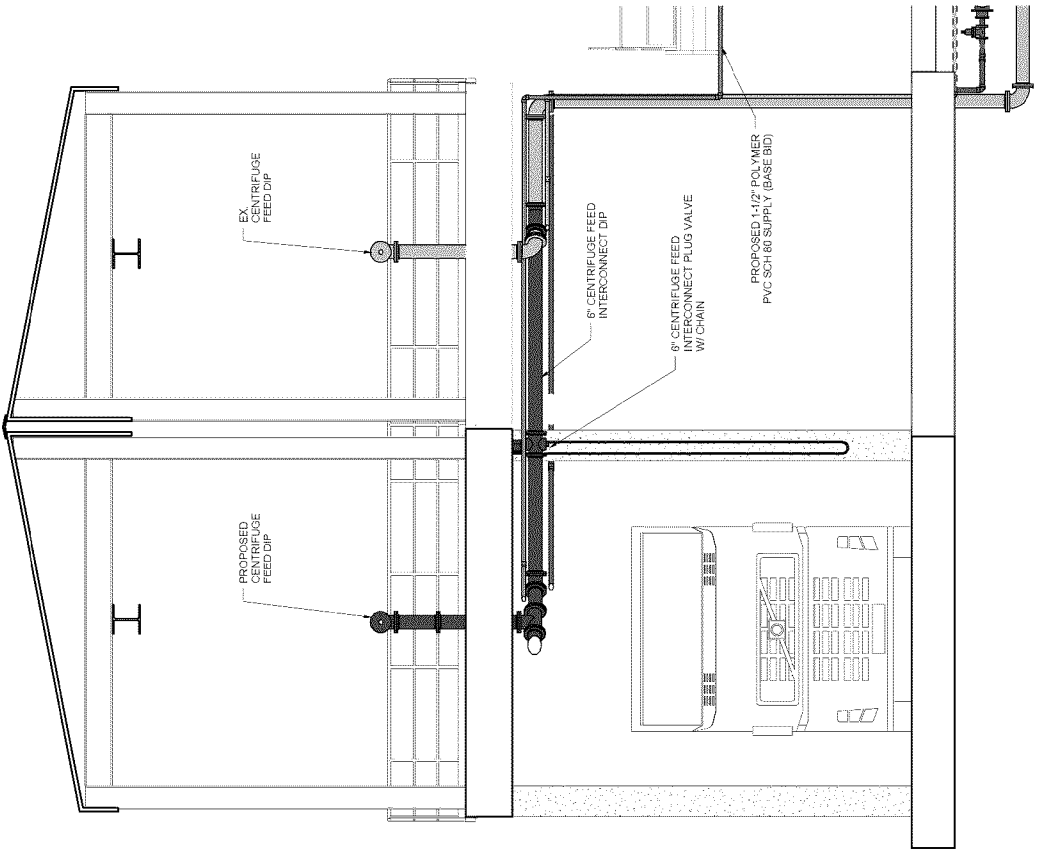
2. PROPOSED CENTRIFUGE SECTION 2
1/4" = 1'-0"

CENTRIFUGE SECTION

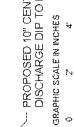
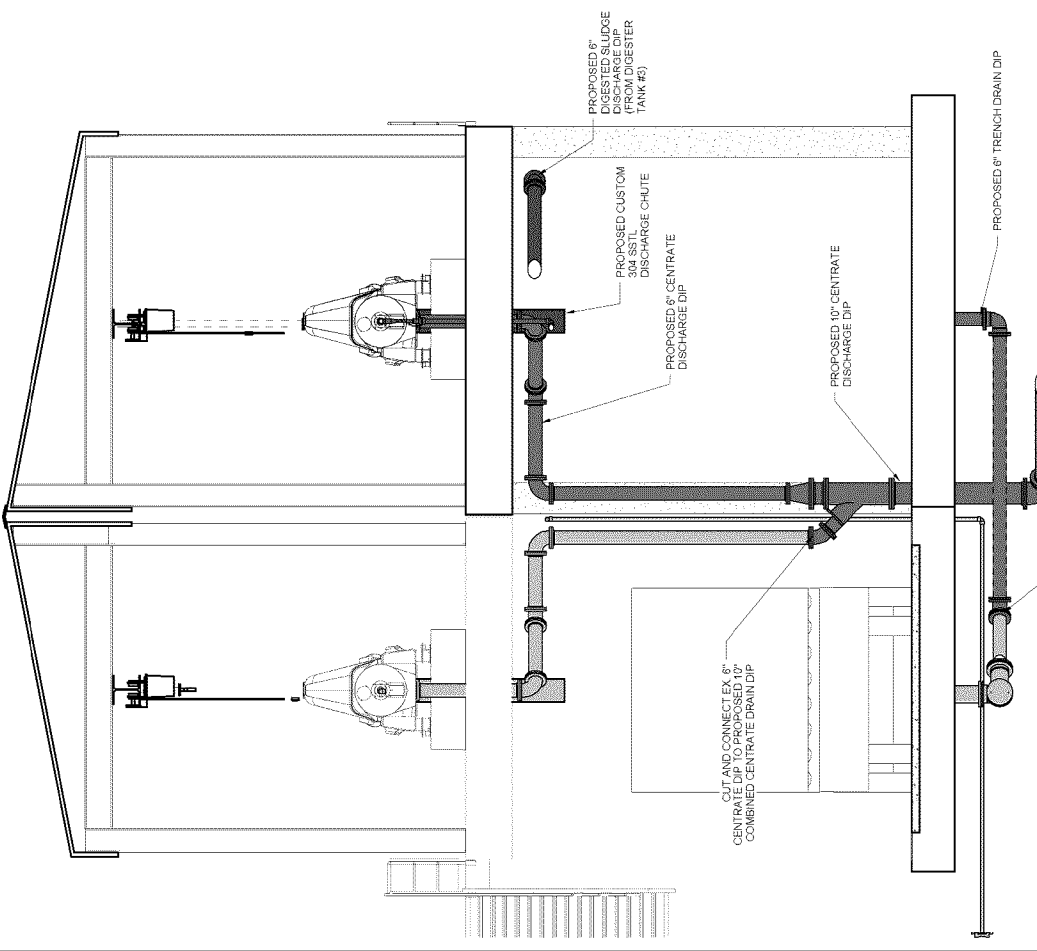
APWRF SOLIDS HANDLING EXPANSION OKALOOSA COUNTY

PREPARED FOR: APWRF SOLIDS HANDLING EXPANSION OKALOOSA COUNTY
DRAWN BY: KEG
CHECKED BY: CHS
DATE: 01/20/2022
SCALE: AS SHOWN
DESIGNED BY: JSP
DATE: JANUARY 2022
2022-00-APWRF
KHA PROJECT
LICENSED PROFESSIONAL
FL LICENSE NUMBER: [blank]
DATE: [blank]

Kimley-Horn
110 RICHARD JACKSON BUILDING SUITE 110
ANNVILLE, PENNSYLVANIA 17023
PHONE: 717-839-3599
WWW.KIMLEY-HORN.COM REGISTRY NO. 00123456789



2 PROPOSED CENTRIFUGE SECTION 2
PM-13 / 3/8\"/>



1 PROPOSED CENTRIFUGE SECTION 1
PM-13 / 3/8\"/>



0.022 P.042810000000
 022 P.042810000000
 022 P.042810000000
 022 P.042810000000

Kimley»Horn

115 RICHARD JACKSON BUILDING SUITE 110
 115 RICHARD JACKSON BUILDING SUITE 110
 115 RICHARD JACKSON BUILDING SUITE 110
 115 RICHARD JACKSON BUILDING SUITE 110

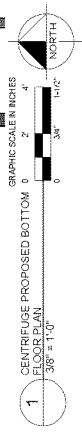
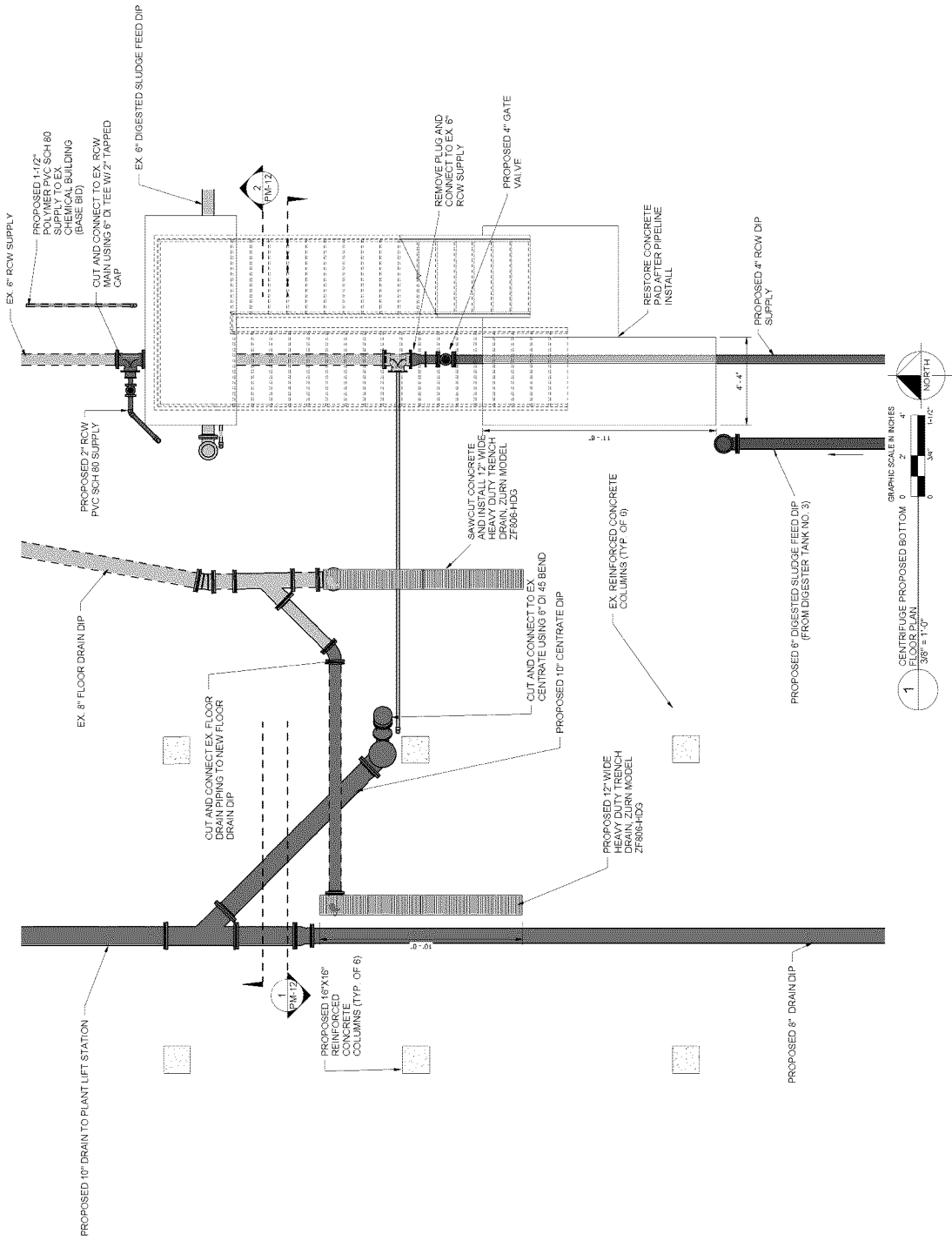
PROJECT	2021-00-APR-16
DATE	JANUARY 2022
SCALE	AS SHOWN
DESIGNED BY	JMM
DRAWN BY	JMM
CHECKED BY	CHS
LICENSE NUMBER	
LICENSED PROFESSIONAL	

APWRF SOLIDS HANDLING
 EXPANSION
 PREPARED FOR
 OKALOOSA COUNTY

CENTRIFUGE
 GROUND PLAN

SHEET NUMBER
 PM-13

PRELIMINARY DESIGN





Kimley-Horn

15 RICHARD JACKSON BUILDING SUITE 100
 4000 W. CENTRAL AVENUE
 DENVER, CO 80202
 PHONE: 303-555-5555
 WWW.KIMLEY-HORN.COM REGISTRY NO. 00000000000000000000

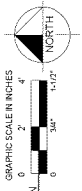
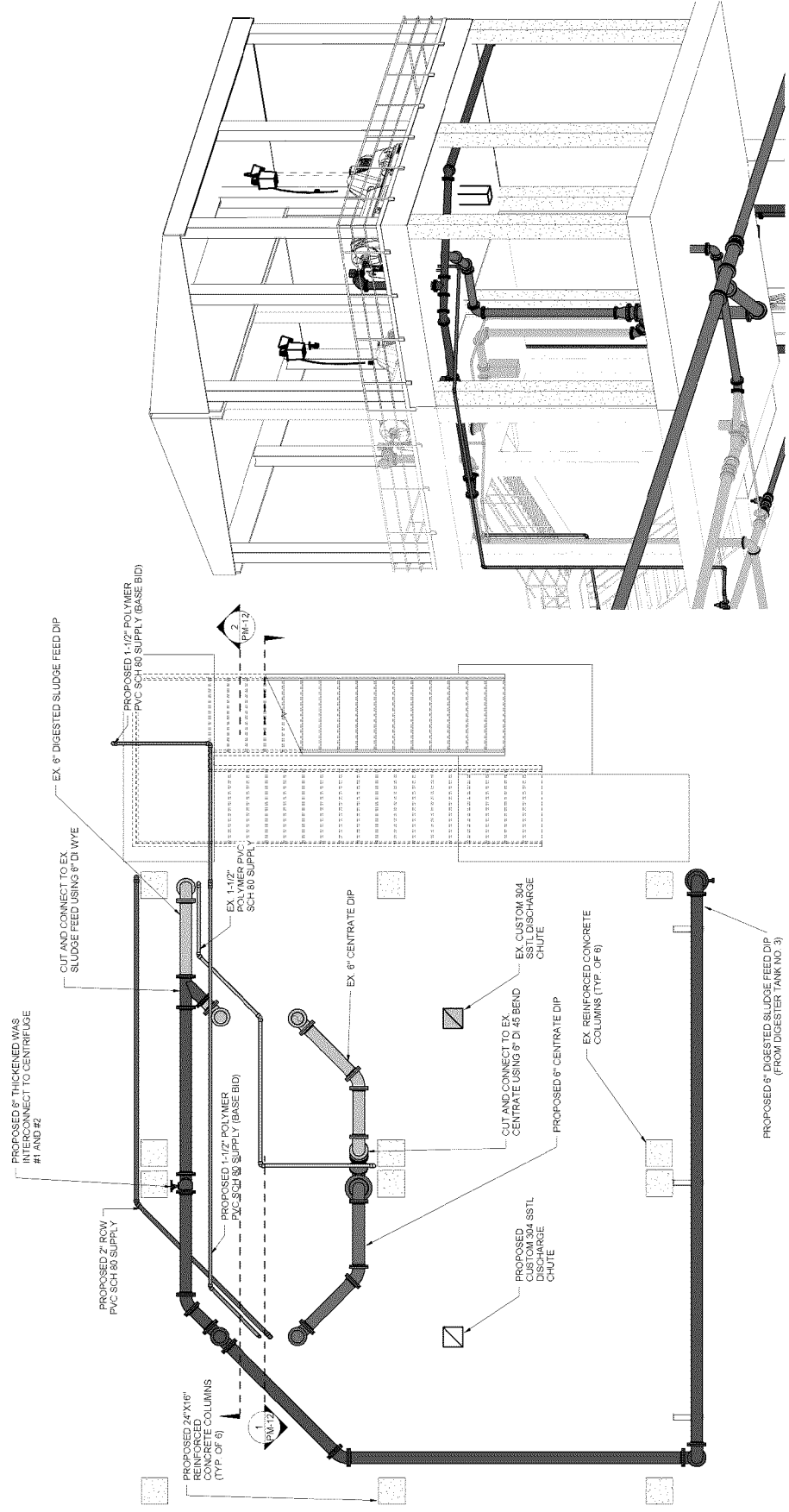
KHA PROJECT LICENSED PROFESSIONAL
 DATE: 10/10/2022
 FL LICENSE NUMBER:
 DESIGNED BY: JSP
 DRAWN BY: KEG
 CHECKED BY: CHS
 DATE: 10/10/2022

APWRF SOLIDS HANDLING
 PREPARED FOR
 OKALOOSA COUNTY

CENTRIFUGE CEILING
 PLAN

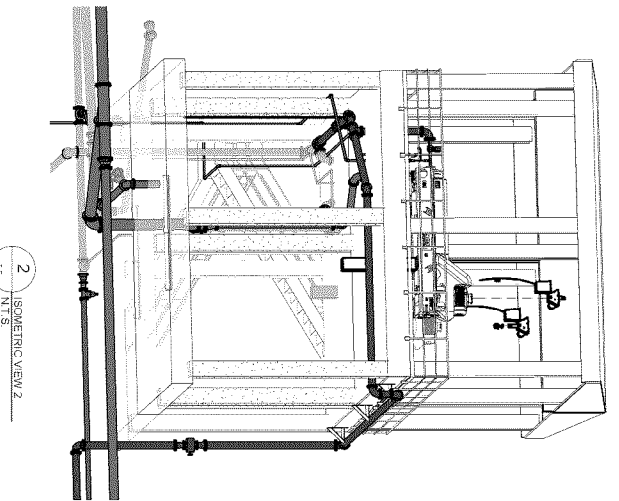
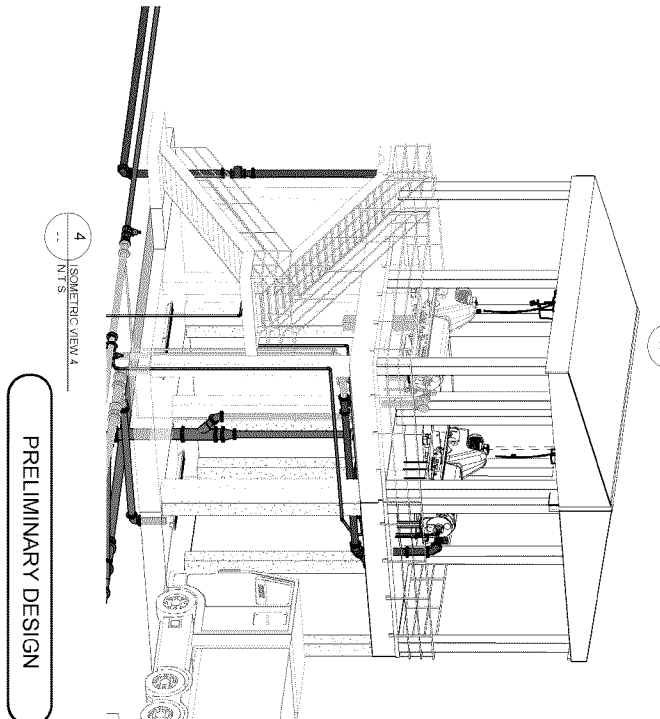
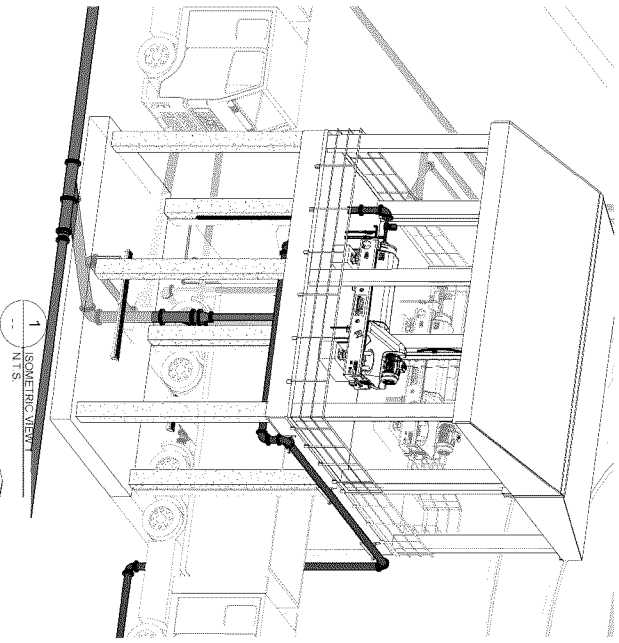
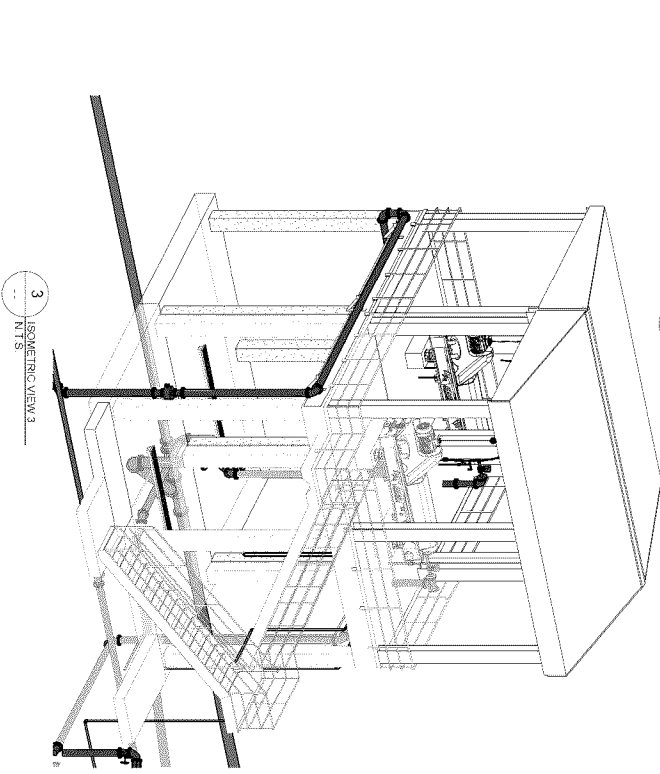
SHEET NUMBER
 PM-14

PRELIMINARY DESIGN



1 CENTRIFUGE PROPOSED CEILING PLAN
 3/8" = 1'-0"

2 PROPOSED CENTRIFUGE CEILING
 3/8" ISOMETRIC
 1" = 1'-0"



PRELIMINARY DESIGN

SHEET NUMBER PM-15	CENTRIFUGE ISOMETRICS	APWRF SOLIDS HANDLING EXPANSION	KHA PROJECT 2022-OCAPWRF	LICENSED PROFESSIONAL _____	Kimley » Horn	
		PREPARED FOR OKALOOSA COUNTY	DATE JANUARY 2022	SCALE AS SHOWN		
		DESIGNED BY: JSP	DRAWN BY: KEG	CHECKED BY: CHS	© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 120 RICHARD JACKSON BOULEVARD SUITE 210 PANAMA CITY BEACH, FL PHONE: 904-653-3009 WWW.KIMLEY-HORN.COM 800-370-167-690	
				DATE:	© 2022 J&P CONSTRUCTION, INC. 7900 ARMY STREET TUSCALOOSA, AL 35460 PHONE: 205-484-6611	

PRELIMINARY DESIGN

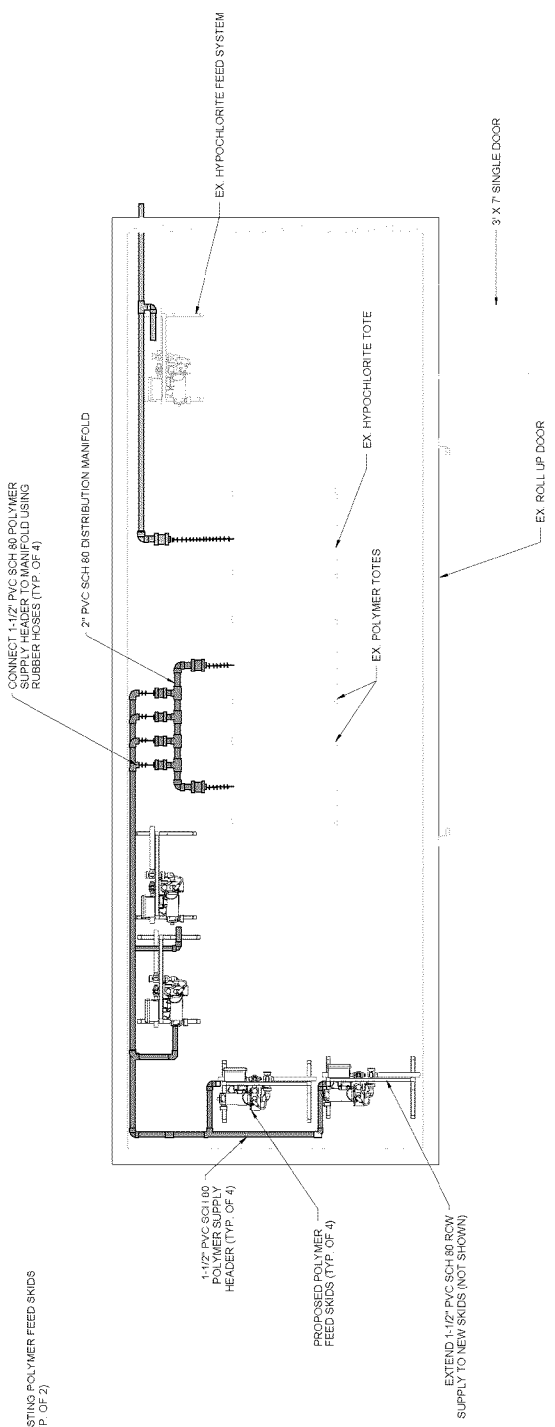
SHEET NUMBER
PM-16

EXISTING CHEMICAL
BUILDING
MODIFICATIONS

APWRF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

KHA PROJECT	2021-04-PM-16
DATE	JANUARY 2022
DESIGNED BY	JSP
DRAWN BY	KEG
CHECKED BY	CHS
DATE	
LICENSED PROFESSIONAL	
FL LICENSE NUMBER	

Kimley-Horn
 115 RICHARD JACOBSON BUILDING SUITE 110
 PHOENIX CITY CENTER
 PHOENIX, ARIZONA 85004
 WWW.KIMLEY-HORN.COM REGISTERED NO. 001



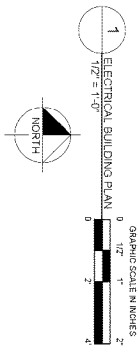
NOTES:
CONTRACTOR TO REMOVE EXISTING POLYMER FEED SKIDS
AND HOUSEKEEPING PADS (TYP. OF 2)

1-1/2" PVC SCH 80
POLYMER SUPPLY
HEADER (TYP. OF 4)

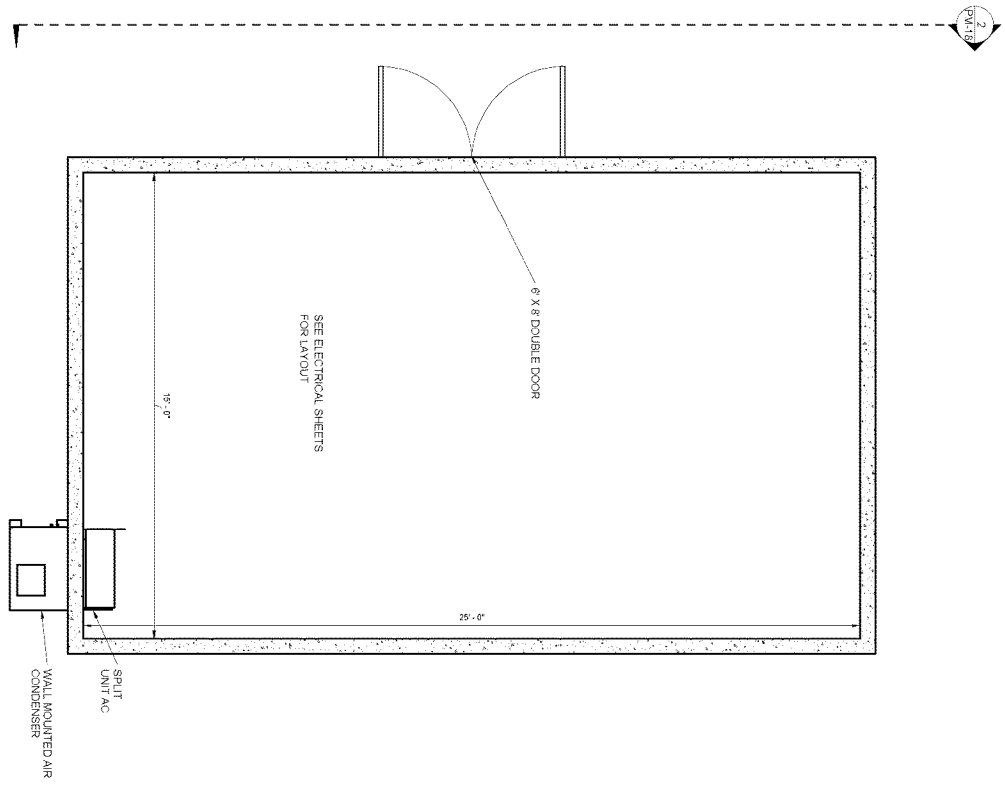
PROPOSED POLYMER
FEED SKIDS (TYP. OF 4)

EXTEND 1-1/2" PVC SCH 80 ROW
SUPPLY TO NEW SKIDS (NOT SHOWN)

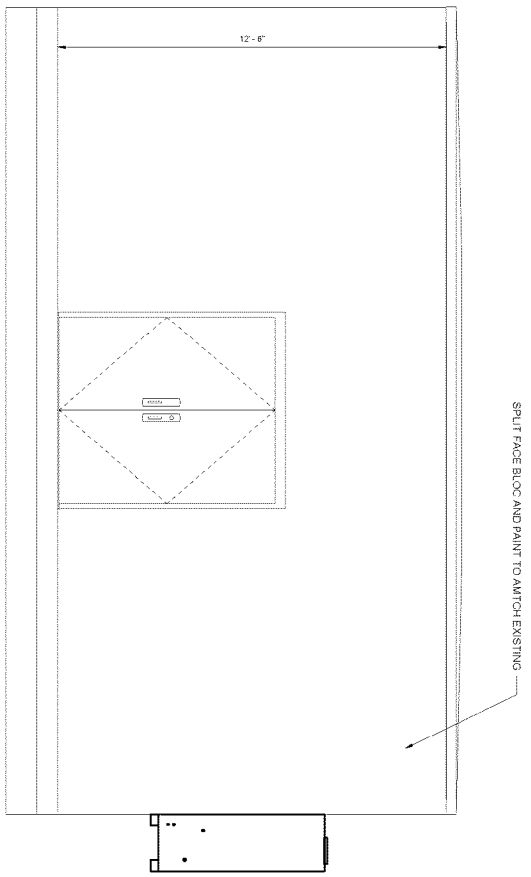




1 ELECTRICAL BUILDING PLAN
1/2" = 1'-0"



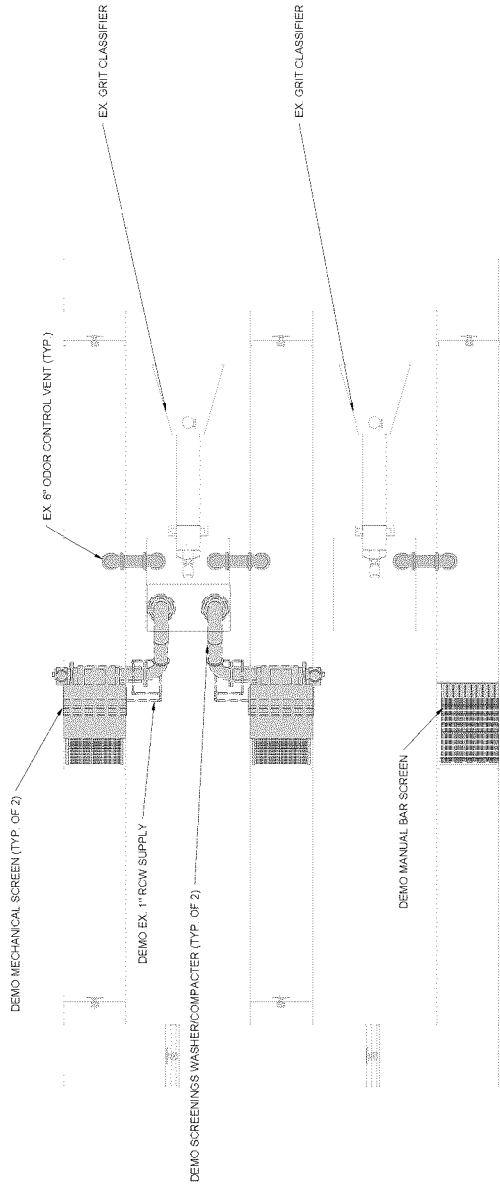
2 ELECTRICAL BUILDING SECTION
1/2" = 1'-0"



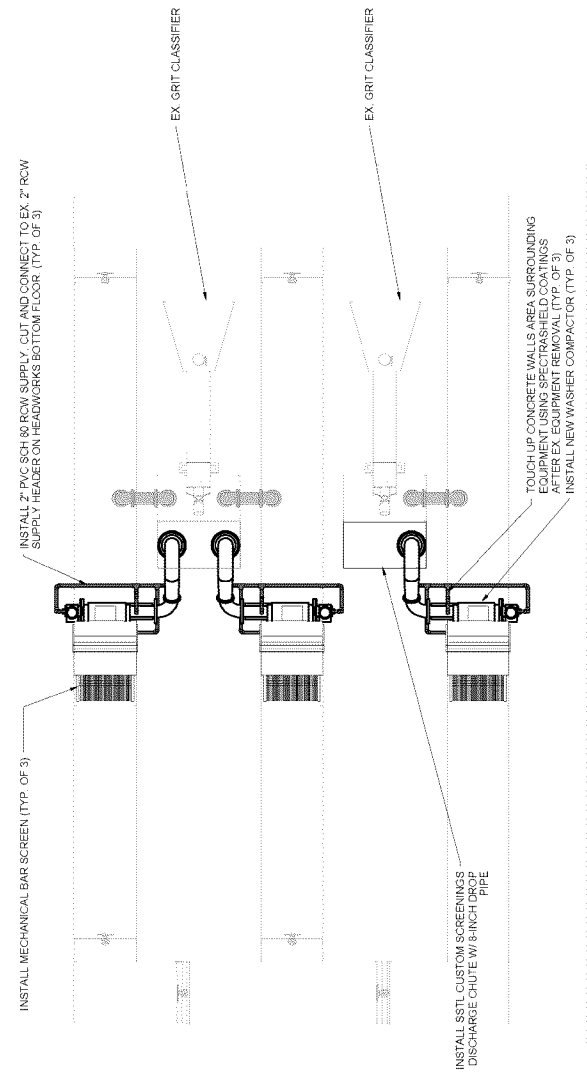
PRELIMINARY DESIGN

SHEET NUMBER PM-18	ELECTRICAL BUILDING PLAN	APWRF SOLIDS HANDLING EXPANSION PREPARED FOR OKALOOSA COUNTY	KHA PROJECT 2022-OCAPWRP	LICENSED PROFESSIONAL _____	Kimley»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 120 RICHARD JACKSON BOULEVARD SUITE 210 PANAMA CITY BEACH, FL PHONE: 904-653-3200 WWW.KIMLEY-HORN.COM REGISTRATION: 046	© 2002 J&P CONSTRUCTION, INC. 2900 8TH STREET TUSCALOOSA, AL 35628 PHONE: 205-486-6611
			DATE JANUARY 2022	FL LICENSE NUMBER _____		
			SCALE AS SHOWN	DATE		
			DESIGNED BY: JSP			
			DRAWN BY: KEG			
			CHECKED BY: CHS			

NOTE:
EXISTING GRATING WILL BE RELOCATED AND REUSED



1 HEADWORKS DEMOLITION TOP PLAN
1/4" = 1'-0"



2 HEADWORKS MODIFICATIONS TOP PLAN
1/4" = 1'-0"



Kimley»Horn
 15 RICHARD JACKSON BLVD SUITE 110
 PALM CITY BEACH, FL 32909
 PHONE: 888-555-5566
 WWW.KIMLEY-HORN.COM REGISTRY NO. 001

KHA PROJECT LICENSED PROFESSIONAL
 2022-04-PM-19
 DATE: 04/20/2022
 SCALE: AS SHOWN
 DESIGNED BY: JSP
 DRAWN BY: KEG
 CHECKED BY: CHS
 DATE: 04/20/2022

APWRF SOLIDS HANDLING
 EXPANSION
 PREPARED FOR
 OKALOOSA COUNTY

HEADWORKS TOP
 PLAN (DESIGN
 ALTERNATE)

SHEET NUMBER
 PM-19

PRELIMINARY DESIGN



Kimley-Horn

11000 W. 110th Street
Overland Park, KS 66213
913.636.7000
www.kimley-horn.com

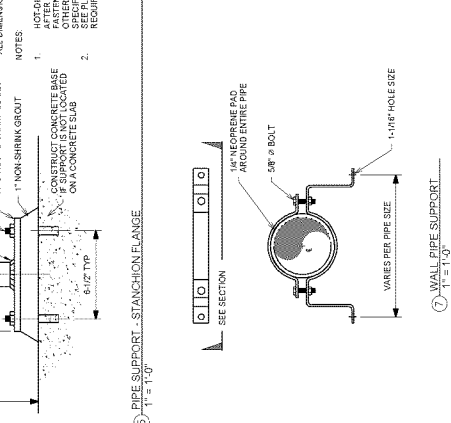
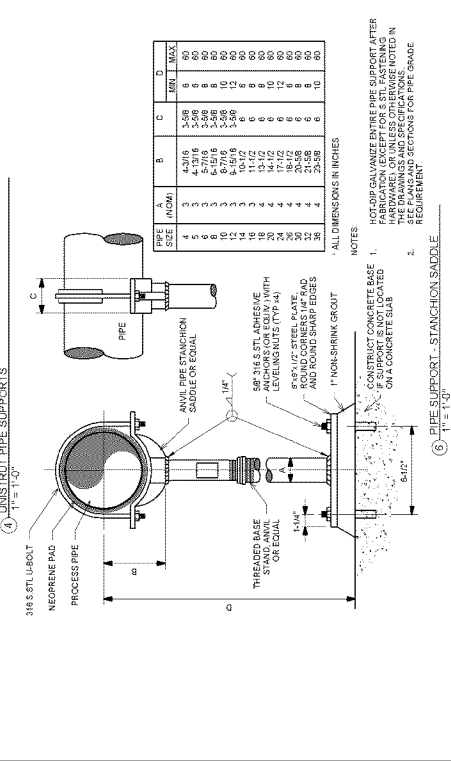
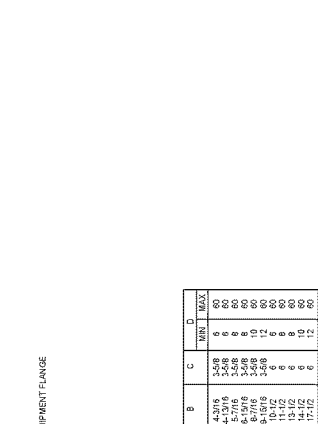
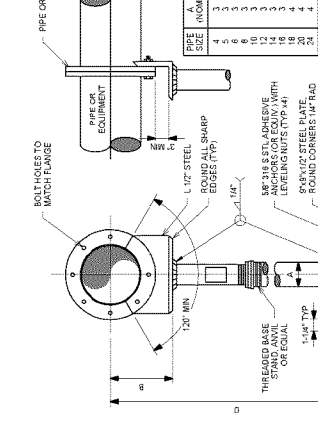
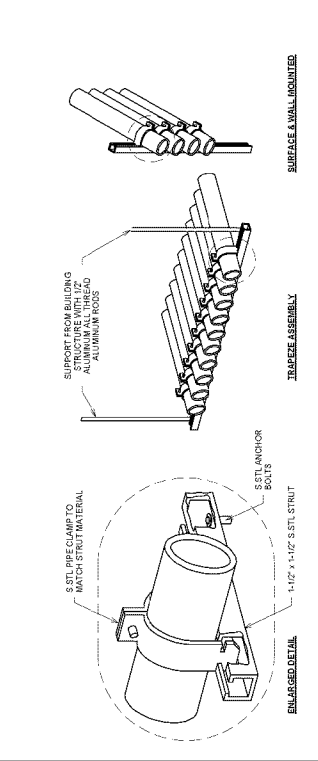
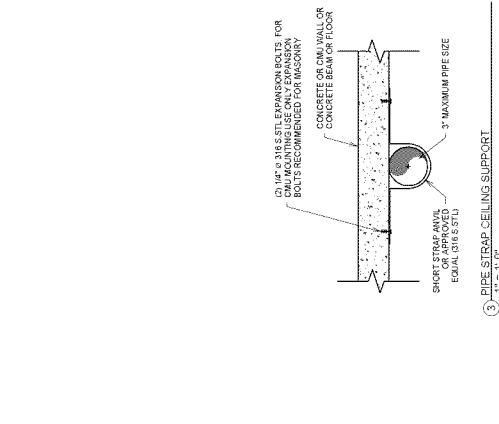
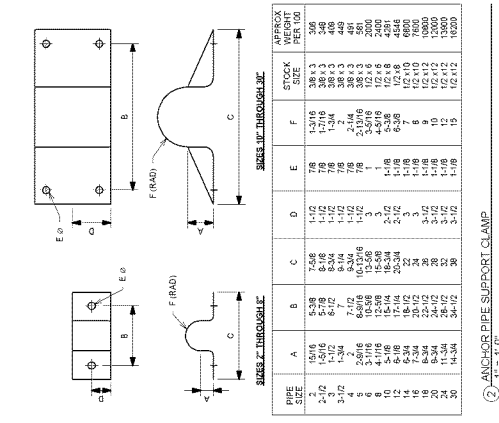
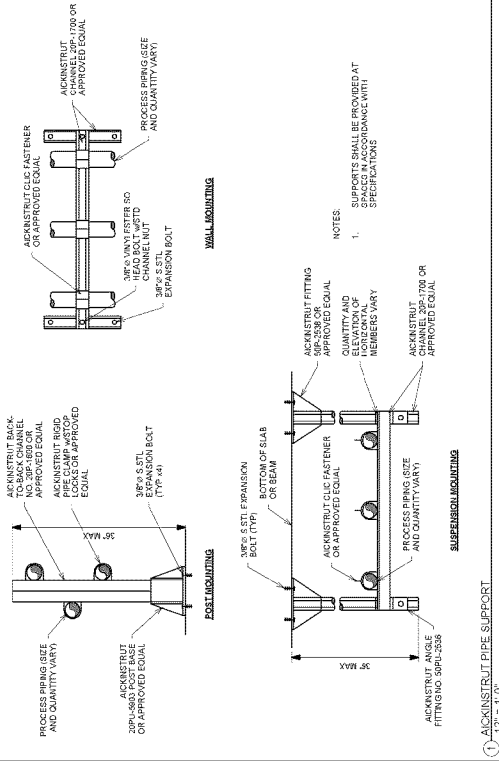
2022-06-01
APRWF SOLIDS HANDLING
MECHANICAL
DETAILS

APRWF SOLIDS HANDLING
MECHANICAL
DETAILS

OKALOOSA COUNTY
PREPARED FOR

SHEET NUMBER
PM-21

PRELIMINARY DESIGN



APPROXIMATE WEIGHT PER FOOT
OF PIPE

PIPE SIZE (NOM)	A	B	C	D	E	F	STOCK SIZE	APPROX WEIGHT PER FOOT
2	15/16	5/8	7/8	1-1/2	1-1/2	1-1/2	3/8 x 3	306
3	1-1/16	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	408
4	1-1/8	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	449
5	1-3/16	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	489
6	1-1/2	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	581
8	1-7/8	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	800
10	2-1/16	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	1000
12	2-1/8	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	1200
14	2-3/8	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	1400
16	2-7/8	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	1600
18	3-1/8	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	1800
20	3-3/4	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	2000
24	4-1/4	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	2400
30	5-1/4	5/8	1-1/8	1-1/2	1-1/2	1-1/2	3/8 x 3	3000

ACKNISTRUT PIPE SUPPORT (12\"/>

ANCHOR PIPE SUPPORT CLAMP (1\"/>

PIPE STRAP CEILING SUPPORT (1\"/>

UNISTRUT PIPE SUPPORTS (12\"/>

PIPE SUPPORT - STANCHION FLANGE (1\"/>

WALL PIPE SUPPORT (1\"/>

PIPE SUPPORT - STANCHION SHOULDER (12\"/>

PIPE SUPPORT - STANCHION FLANGE (1\"/>

WALL PIPE SUPPORT (1\"/>

ACKNISTRUT PIPE SUPPORT (12\"/>

PIPE SUPPORT - STANCHION FLANGE (1\"/>

WALL PIPE SUPPORT (1\"/>

NOTES:
 1. HOT-DIP GALVANIZED ENTIRE PIPE SUPPORT FASTENERS HARDWARE OR UNITS FASTENERS HARDWARE OR UNITS OTHERWISE NOTED IN THE DRAWINGS AND SPECIFICATIONS.
 2. SEE FINISH AND SECTIONS FOR PIPE GRADE REQUIREMENT.
 3. ALL DIMENSIONS IN INCHES.
 4. UNISTRUT PIPE SUPPORTS: 12\"/>

ACKNISTRUT PIPE SUPPORT (12\"/>

PRELIMINARY DESIGN

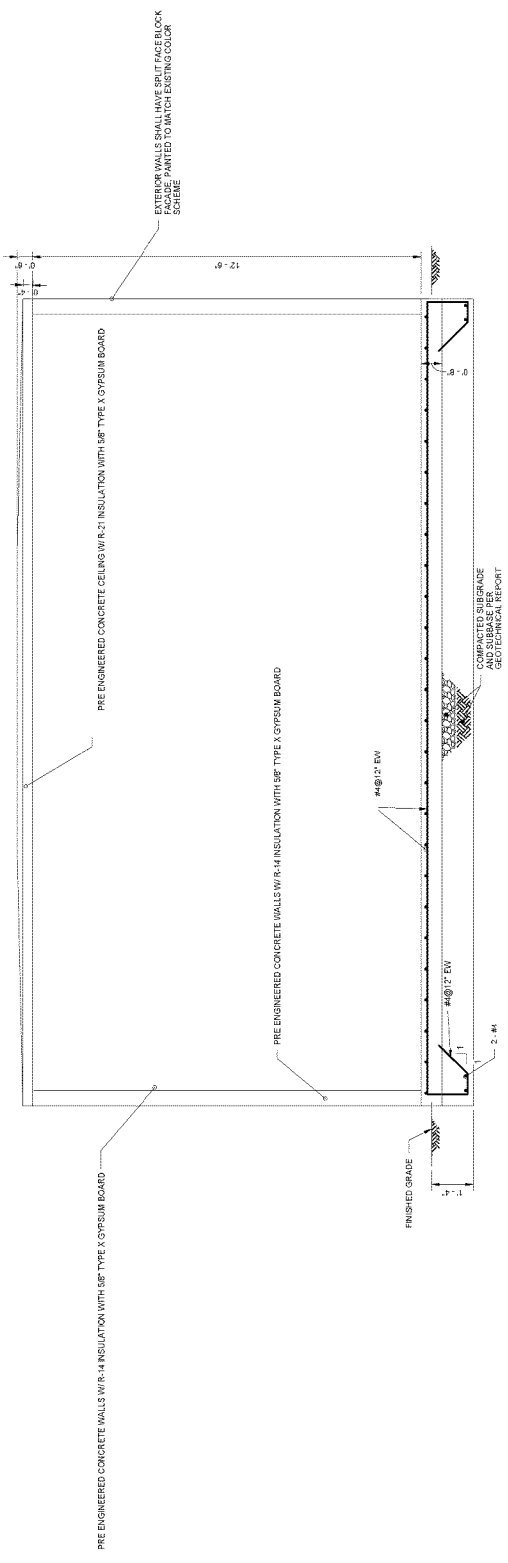
SHEET NUMBER
S-01

PREFABRICATED
BUILDING TYPICAL
SECTION

APWRF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

DATE: 10/20/2021
DRAWN BY: KEG
CHECKED BY: CHS
DESIGNED BY: JSP
SCALE: AS SHOWN
DATE: OCTOBER 2021
2021-04-APWRF
KHA PROJECT
LICENSED PROFESSIONAL

Kimley-Horn
115 RICHARD J. JACKSON BOULEVARD SUITE 110
MARIETTA, GEORGIA 30067
PHONE: 770-555-5555
WWW.KIMLEY-HORN.COM REGISTRY NO. 001



1 PREFABRICATED BUILDING TYPICAL
EXPANSION
1/2" = 1'-0"



Kimley-Horn
 ASSOCIATES, INC.
 115 RICHARD JACKSON BOULEVARD SUITE 100
 WYOMING, WY 83001
 PHONE: 307-555-5555
 WWW.KIMLEY-HORN.COM REGISTERED PROFESSIONAL ENGINEERS

022151 P OKALOOSA COUNTY
 PREPARED FOR
 APWRF SOLIDS HANDLING
 EXPANSION

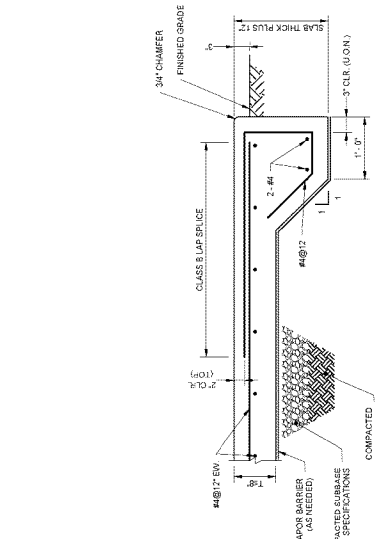
APWRF SOLIDS HANDLING
 EXPANSION
 PREPARED FOR
 OKALOOSA COUNTY

DATE: _____
 CHECKED BY: CHS
 DRAWN BY: KEG
 DESIGNED BY: JSP
 SCALE: AS SHOWN
 MONTH: JANUARY 2022
 YEAR: 2022
 LICENSE NUMBER: _____
 LICENSED PROFESSIONAL

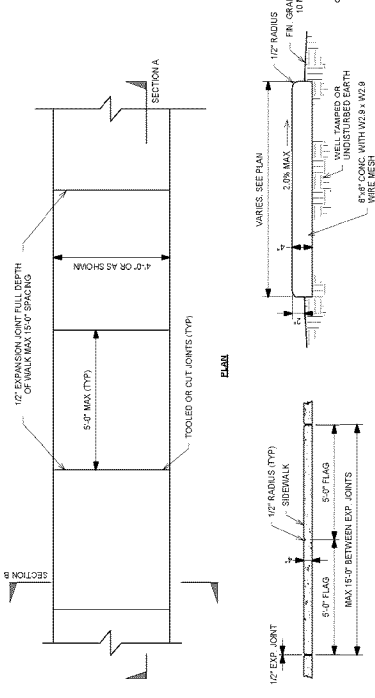
STRUCTURAL
 DETAILS

SHEET NUMBER
 S-02

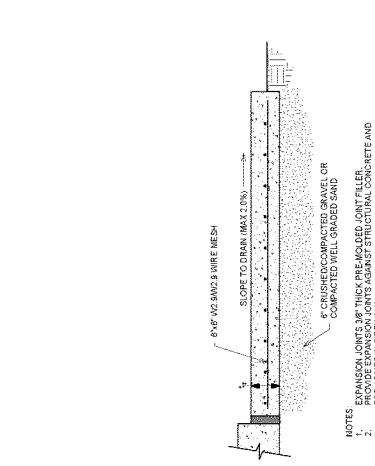
PRELIMINARY DESIGN



3 SLAB ON GRADE TYPICAL REINFORCEMENT
 N.T.S.

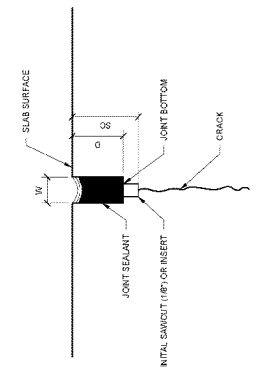


5 CONCRETE SIDEWALK DETAILS
 N.T.S.

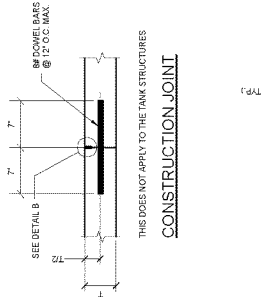


4 CONCRETE SIDEWALK AT BUILDING
 N.T.S.

NOTES:
 1. EXPANSION JOINTS SHALL BE 18\"/>

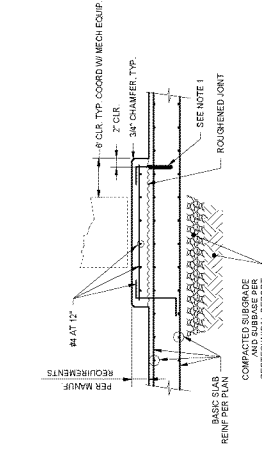


8 EXPANSION JOINT
 N.T.S.



CONTROL JOINT
 THIS DOES NOT APPLY TO THE TANK STRUCTURES

2 SLAB-ON-GRADE CONTROL CONSTRUCTION JOINT
 N.T.S.



CONSTRUCTION JOINT
 THIS DOES NOT APPLY TO THE TANK STRUCTURES

NOTES:
 1. DETAIL D OF SEALANT EQUAL TO 1.5 TIMES THE WIDTH OF THE SEALANT RESERVOIR.
 2. WIDTH OF SEALANT RESERVOIR IS 1/2\"/>

1 HOUSEKEEPING EQUIPMENT PAD
 N.T.S.



Kimley-Horn

115 RICHARD JACKSON BOULEVARD SUITE 110
 PHOENIX, ARIZONA 85016
 PHONE: 602-955-3500
 WWW.KIMLEY-HORN.COM REGISTRY NO. KS

0.022 157 P OAKCREST DR
 TUCKAHOE, VA 22091
 756-741-1177
 PROJECT: 22-000-001

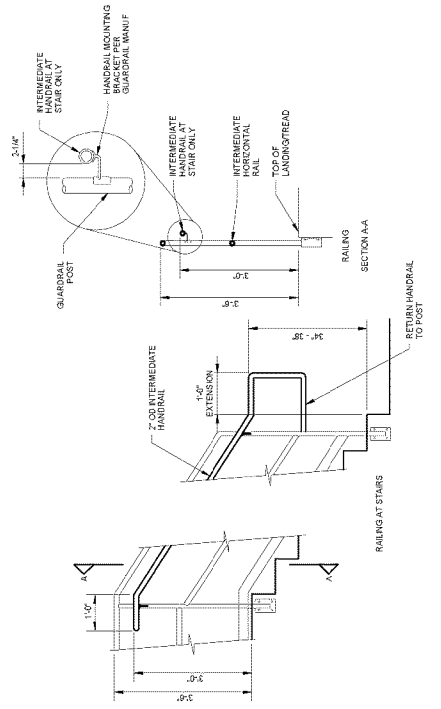
KHA PROJECT
 2022-000-001-001
 DATE
 JANUARY 2022
 SCALE: AS SHOWN
 DESIGNED BY: JSP
 DRAWN BY: KEG
 CHECKED BY: CHS
 DATE

APWRF SOLIDS HANDLING
 PREPARED FOR
 OKALOOSA COUNTY

STRUCTURAL
 DETAILS

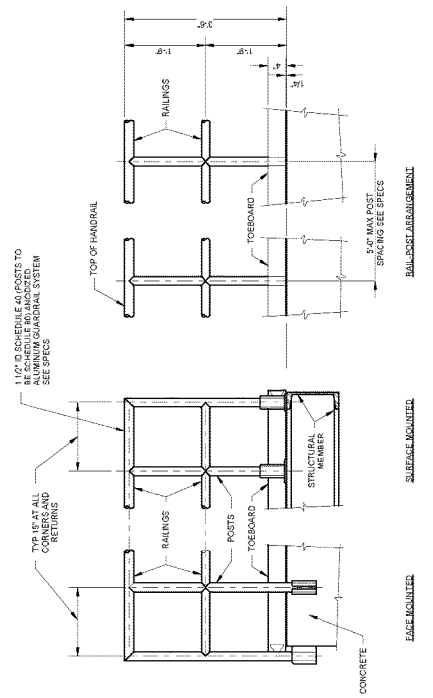
SHEET NUMBER
 S-03

PRELIMINARY DESIGN



HANDRAIL ATTACHED TO GUARDRAIL SYSTEM

2 HANDRAIL ATTACHED TO GUARDRAIL SYSTEM
 N T S



FACE MOUNTED

1 GUARDRAILS
 N T S

RAILING ARRANGEMENT

5/4" MAX POST SPACING SEE SPECS



AXIA CONSULTING GROUP, LLC
 1050 Barber Creek Dr
 Building 100, Suite 101
 Watkinsville, GA 30677
 706-889-0868
 info@axiagroup.com
 FL COA: 34943
 Axia Project Number: 2125



Kimley»Horn

5.022 WATER TREATMENT PLANT
 100 BARBER CREEK DRIVE
 WATKINSVILLE, GA 30677
 PHONE: 706-889-0868
 FAX: 706-889-0868

PRELIMINARY
 PREPARED FOR: KIMLEY-HORN & ASSOCIATES, INC.
 PROJECT NO.: 2125
 DATE: 11/14/2023

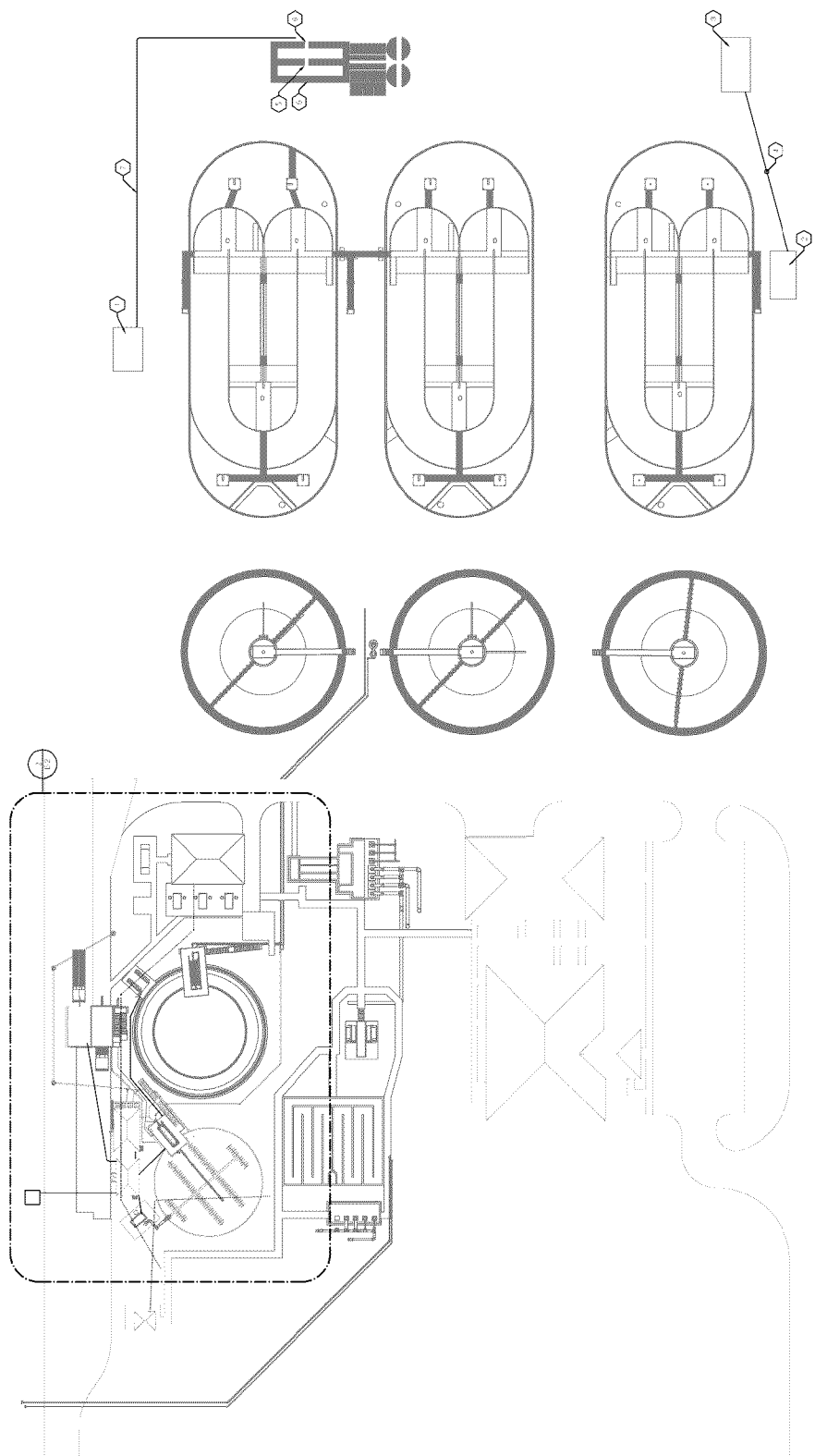
CHKD BY:	MM
DESIGNED BY:	MM
SCALE:	AS SHOWN
DATE:	JANUARY 2024
KHA PROJECT:	

**APWRF SOLIDS HANDLING
 EXPANSION**
 PREPARED FOR
OKALOOSA COUNTY

**ELECTRICAL
 SITE PLAN**

SHEET NUMBER
E-1

- NOTES**
1. As per the notes on sheet E-100.
 2. All equipment shall be NEMA 3R.
 3. All equipment shall be 480V/3Ø/3W.
 4. Field to view the electrical layout, see S211 and S212.
 5. Electrical conduit connections to existing for power, communication, and data.
 6. See S211, S212, and S213 for details.
 7. Field to view the electrical layout, see S211 and S212.



1 Site Plan
11/14/23

PRELIMINARY DESIGN



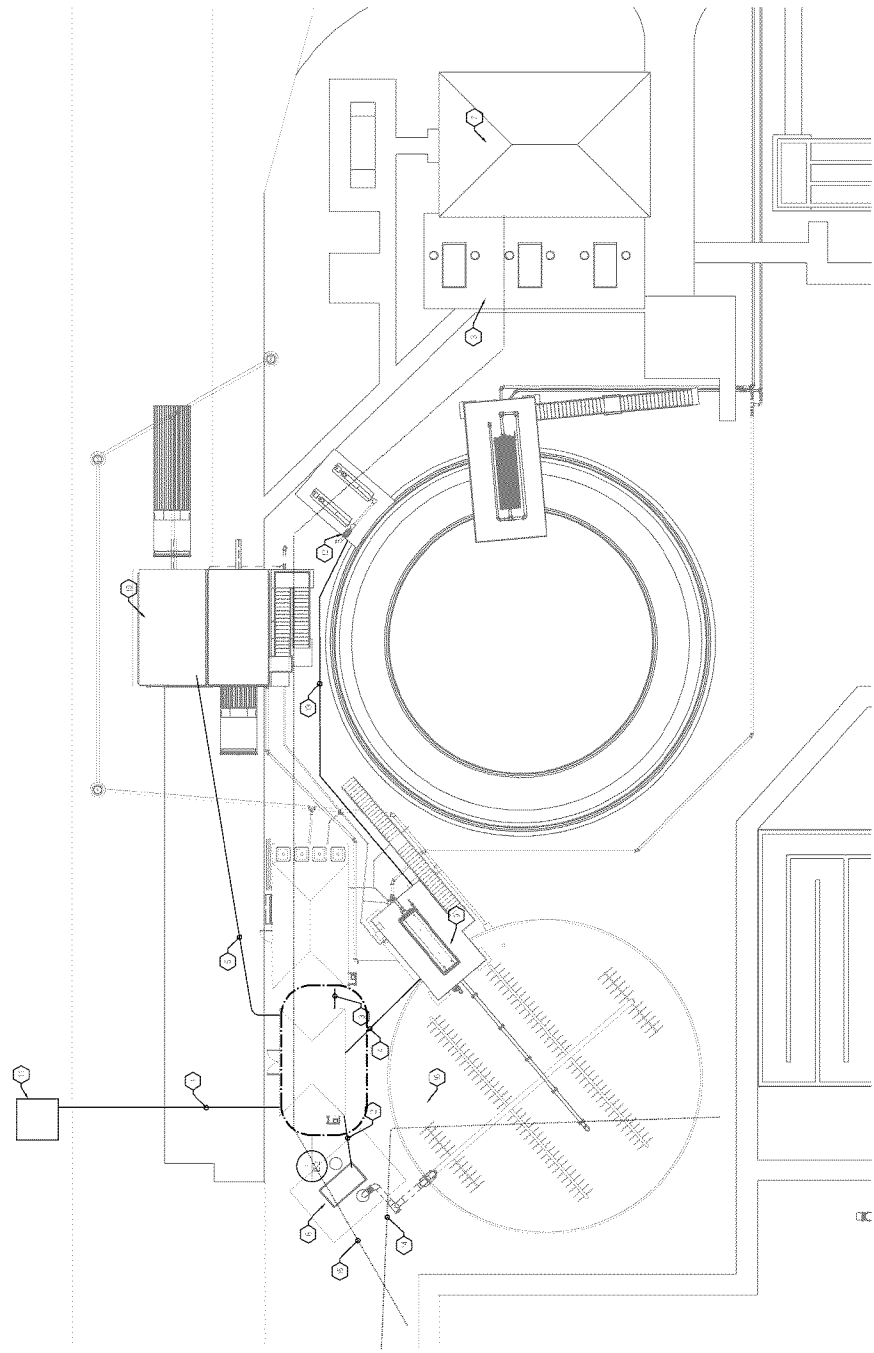
5.02 ELECTRICAL ENGINEERING
 PROJECT NO. 2125
 PROJECT NAME: APWRF SOLIDS HANDLING EXPANSION
 PREPARED FOR: OKALOOSA COUNTY
 DATE: JANUARY 2022
 SCALE: AS SHOWN

PRELIMINARY
 ENGINEER'S SEAL
 PROJECT NO. 2125
 PROJECT NAME: APWRF SOLIDS HANDLING EXPANSION
 PREPARED FOR: OKALOOSA COUNTY
 DATE: JANUARY 2022
 SCALE: AS SHOWN

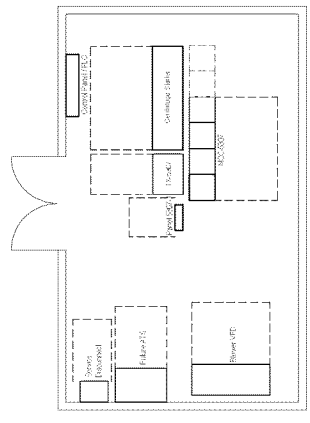
OKALOOSA COUNTY
 APWRF SOLIDS HANDLING
 EXPANSION
 PREPARED FOR: OKALOOSA COUNTY

ELECTRICAL
 DIGESTER ADDITION
 SHEET NUMBER: E-2

APWRF SOLIDS HANDLING EXPANSION
 PREPARED FOR: OKALOOSA COUNTY



- Keynotes**
1. Show schedule, see SLD, Overview section
 2. Show panel, see SLD, Overview section
 3. Refer to building levels, see SLD, Introduction
 4. Show the location of the building, see SLD, Introduction
 5. Show the location of the building, see SLD, Introduction
 6. Show the location of the building, see SLD, Introduction
 7. Show the location of the building, see SLD, Introduction
 8. Show the location of the building, see SLD, Introduction
 9. Show the location of the building, see SLD, Introduction
 10. Show the location of the building, see SLD, Introduction
 11. Show the location of the building, see SLD, Introduction
 12. Show the location of the building, see SLD, Introduction
 13. Show the location of the building, see SLD, Introduction
 14. Show the location of the building, see SLD, Introduction
 15. Show the location of the building, see SLD, Introduction
 16. Show the location of the building, see SLD, Introduction
 17. Show the location of the building, see SLD, Introduction
 18. Show the location of the building, see SLD, Introduction
 19. Show the location of the building, see SLD, Introduction
 20. Show the location of the building, see SLD, Introduction



1 Electrical Building 4 Plan
 1/2" = 1'-0"

2 Digester Addition
 1/2" = 1'-0"

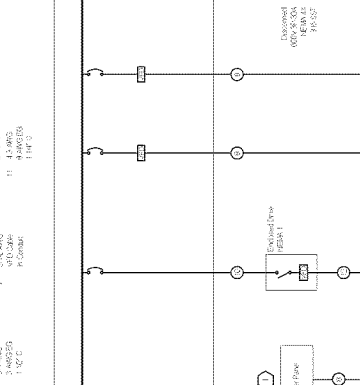
PRELIMINARY DESIGN



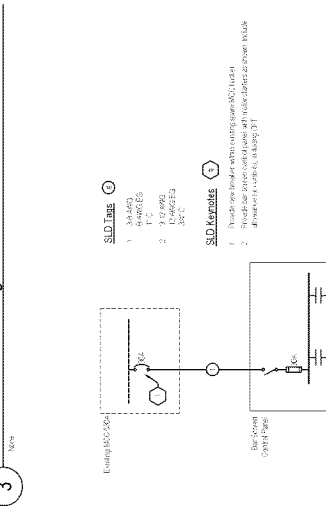
AXIA Consulting Group, LLC
 1050 Bayport Creek Dr
 Building 100, Suite 101
 Watkinsville, GA 30677
 706-889-0868
 info@axiagroup.com
 FL O.A. 34943
 AXIA Project Number: 2125

Load	HP	Connected	Factor	Demand
HP	30.0	30.0	100%	30.0
3-Phase Motor	15.0	15.0	100%	15.0
Centrifuge	15.0	15.0	100%	15.0
Centrifuge Feed Pump 3	15	18.0	120%	18.0
Centrifuge Feed Pump 4	15	18.0	120%	18.0
Rotary Logic Chopper 1	10	12.0	120%	12.0
Rotary Logic Chopper 2	10	12.0	120%	12.0
Site and Building Power	-	36.0	100%	36.0
Centrifuge Treat	4	5.7	100%	5.7
Centrifuge Plant	4	5.7	100%	5.7
TOTAL				83.7

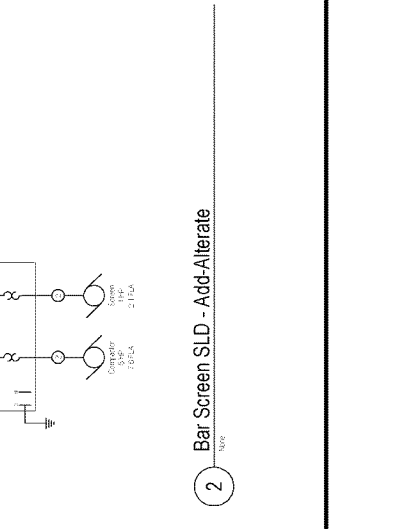
SLD Line	Watts	VA	Phase
1	4,400,000	4,400,000	3-Phase
2	4,400,000	4,400,000	3-Phase
3	4,400,000	4,400,000	3-Phase
4	4,400,000	4,400,000	3-Phase
5	4,400,000	4,400,000	3-Phase
6	4,400,000	4,400,000	3-Phase
7	4,400,000	4,400,000	3-Phase
8	4,400,000	4,400,000	3-Phase
9	4,400,000	4,400,000	3-Phase
10	4,400,000	4,400,000	3-Phase
11	4,400,000	4,400,000	3-Phase
12	4,400,000	4,400,000	3-Phase
TOTAL			



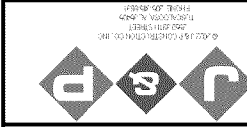
3 Maintenance Building SLD - Add-Alterate



2 Bar Screen SLD - Add-Alterate



1 Electrical Building No. 4 Single-Line Diagram



Kimley-Horn
 5120 W. U.S. 90, Suite 100
 Phoenix, AZ 85042
 PHOENIX, AZ
 602-998-8888
 WWW.KIMLEY-HORN.COM

PRELIMINARY
 EXPIRES 06/30/21
 12.06.2020

KHA PROJECT
 DATE JANUARY 2020
 SCALE AS SHOWN
 DESIGNED BY
 DRAWN BY
 CHECKED BY

APRFF SOLIDS HANDLING EXPANSION
 PREPARED FOR
OKALOOSA COUNTY

SINGLE-LINE BASE BID

SHEET NUMBER
E-3

PRELIMINARY DESIGN



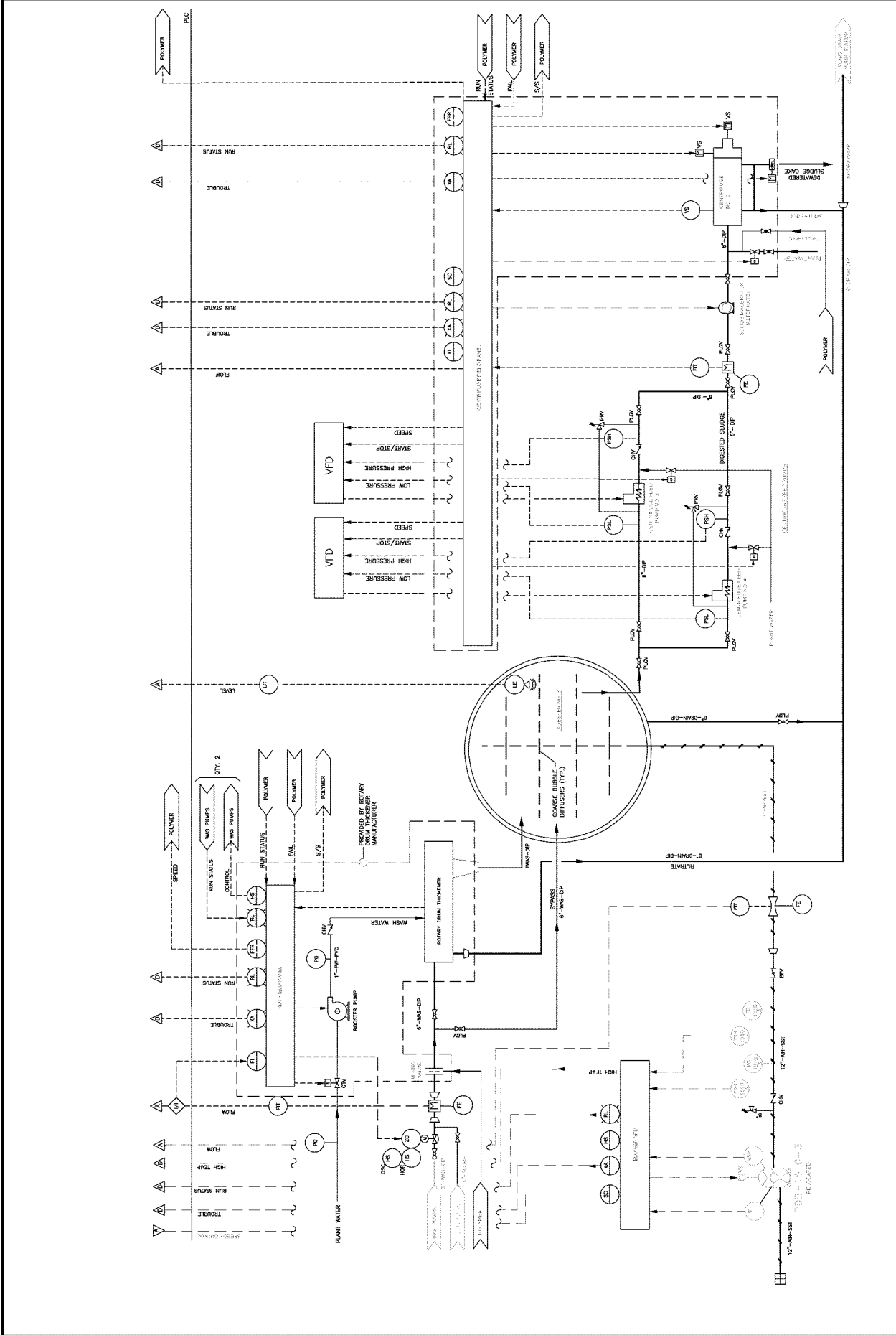
Kimley-Horn
 5121 N. 116th Ave., Suite 200
 Omaha, NE 68164
 Phone: 402.491.4400
 Fax: 402.491.4401
 www.kimley-horn.com

APRFP SOLIDS HANDLING
 EXPANSION
 PREPARED FOR
OKALOOSA COUNTY

PID - PROPOSED
 SOLIDS HANDLING

APRFP SOLIDS HANDLING
 EXPANSION
 PREPARED FOR
OKALOOSA COUNTY

SHEET NUMBER
1-02



PRELIMINARY DESIGN

PRELIMINARY DESIGN

SHEET NUMBER
I-03

FEED SYSTEM
PID - POLYMER

APWRF SOLIDS HANDLING
EXPANSION
PREPARED FOR
OKALOOSA COUNTY

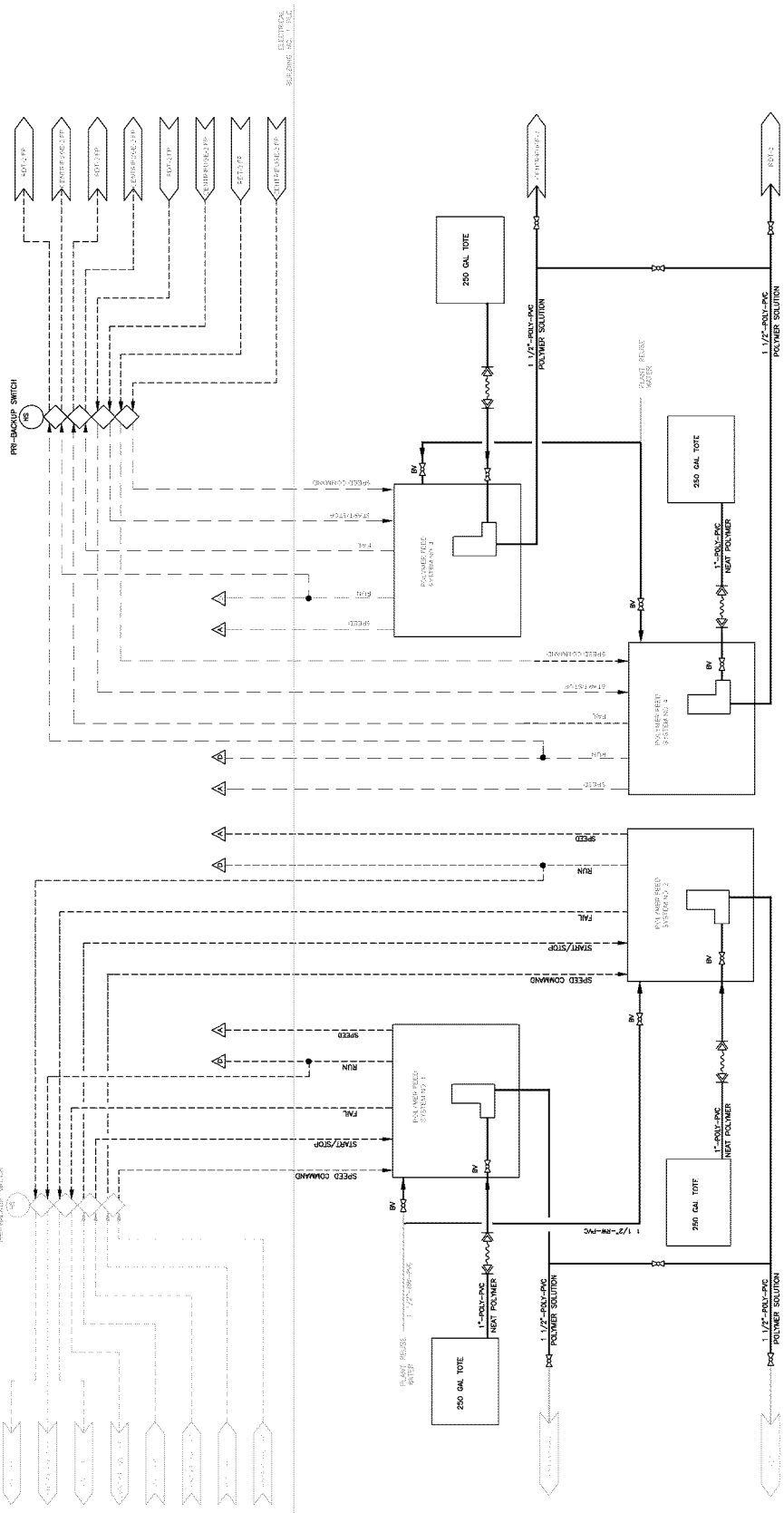
KHA PROJECT	2022-06-APWRF
DATE	JANUARY 2022
SCALE AS SHOWN	AS IS
DESIGNED BY	JSP
CHECKED BY	KEG
DRAWN BY	KEG
DATE	
PI LICENSE NUMBER	
LICENSED PROFESSIONAL	

Kimley-Horn
 502 N. W. 10th Street, Suite 200
 Ft. Lauderdale, FL 33304
 PHONE: 954-345-5555
 FAX: 954-345-5555
 WWW.KIMLEY-HORN.COM REGISTERED IN FL



0.0225457 22/01/2022 10:00 AM
 2025 0011 0001
 10/10/2025 9:00 AM
 10/10/2025 9:00 AM

NOTE:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



ELECTRICAL
 SCHEDULE NO. 1.001

Okaloosa County

Request for Proposals for

The Solids Handling Expansion of the Arbennie Pritchett Water Reclamation Facility

6

Resumes

6. Team Member Resumes



Thomas (Tommy) Jamison

Project Principal



Tommy has more than 40 years of experience. Tommy spent the first 6 years of his career in electrical construction. For the last 34 years, his duties have included company operation and management, and project management for the construction of utility, water, and wastewater treatment plants in Alabama, Mississippi, and the Florida Panhandle where the majority of his projects have been. His projects include new treatment plant construction, plant expansions, rehabilitation and repairs, equipment installation, force mains, and water mains. As J & P's acting Chief Executive Officer, Tommy manages the company operation and is heavily involved with ongoing projects. He is currently a certified General Contractor in Florida, Alabama, and Mississippi and has Electrical contractor's licenses in Florida and Alabama.

RELEVANT EXPERIENCE

Arbennie Pritchett WRF Reclaimed Water Expansion, Fort Walton, FL — Project Principal. J & P provided general contractor services for the expansion of a reclaimed water system, including a new concrete reclaimed pump station, a new concrete chlorine contact chamber, a new tertiary filter, relocating an existing filter, new chlorination equipment and building, piping, valves, electrical, and controls.

Destin Water Users Headworks, Destin, FL — Project Principal. J & P provided general contractor services for this project that consisted of installing all mechanical equipment, including submersible pumps, screens, washers and compactors, grit king and classifier, odor control, and chemical buildings. All work was self-performed except electrical, SCADA, and painting. J & P reviewed the 30%, 60%, 90%, and 100% drawings to offer ideas of cost savings, maintenance advantages, and constructability to provide time and cost savings.

Destin Water Users Oxidation Ditch 2018, Destin, FL — Project Principal. J & P provided general contractor services for this project that consisted of demolishing two oxidation ditches (floor and walls) to build stouter foundations, walls, and elevated slabs to support larger aeration equipment. All demolition, concrete, and mechanical work was self-performed.

Ernest E. Jones WWTP Biosolids Improvements, Starkville, MS — Project Principal. J & P served as the general contractor services for the construction of a new biosolids system at an existing WWTP, including a new biosolids building, two sludge screw presses, sludge feed pumps, conveyor, a new dewatering solar dryer facility with a greenhouse building with a concrete foundation, replaced existing oxidation ditch aerators, a new MCC building, including piping, valves, electrical, and controls.

Mossy Head WWTF, DeFuniak Spring, FL — Project Principal. J & P served as the general contractor for a new WWTF and effluent disposal field, including an office/control building, an electrical/blower building, a biological nutrient removal concrete tank and equipment, concrete headworks tank and equipment, a UV concrete tank and equipment, an effluent pump station, new Geoflow drip irrigation system, piping, valves, electrical, controls, paving, and fence.

Professional Credentials

- A.A.S., Industrial Electricity, Shelton State Junior College
- Licensed Electrical Contractor in AL, FL, and GA
- Licensed Construction Utility Manager in GA
- Certified General Contractor in AL and FL



Tommy Jamison, resume, page 2

Freeport Phase I Wastewater Utility Upgrades, Freeport, FL — Project Principal. J & P served as the general contractor for this project that included installing approximately 22,000 linear feet of new force main piping to the WWTP. Our services also included two new triplex lift stations, approximately 21 feet deep, with shoring. All work, except for electrical and directional drilling, was self-performed.

Destin Water Users, Highway 98 Utilities Relocation, Destin, FL — Project Principal. J & P provided general contractor services for the relocation of numerous watermain, non-potable water, and force main utilities along Highway 98 in Destin ahead of a six-lane highway expansion project. J & P worked directly with the owner, engineer, and the Florida Department of Transportation to help ensure that all utilities remained active during relocations and out of conflict of changing the Department's plans for construction, existing utilities, and improvements.

C.C. Williams Wastewater Treatment Plant, Mobile, AL — Project Principal. J & P provided general contractor services for the expansion of the WWTP, including a new headworks facility, four new clarifiers, a new primary clarifier effluent pump station, a new truck loading station, a new motor control center building, a new plant lift station, a new septage receiving station, a new flow diversion control station, piping, valves, electrical, instrumentation, paving, and fencing.

Phenix City Wastewater Treatment Plant Phase I Improvements, Phenix City, AL — Project Principal. J & P provided general contractor services for this project that included installing two new buildings to house electrical upgrades, new blowers for aeration, new rotary drum thickeners, a new prestressed concrete holding tank, clarifier improvements, a new Andritz rotary drum thickeners, piping modifications to returned activated sludge and waste activated sludge pumping stations, yard piping, replacement of digester spray and mixing nozzles, digester piping, and seal for the existing floating dome roof. All work was self-performed except electrical, painting, and the prestressed storage tank.

Fairhope WWTP Expansion, Fairhope, AL — Project Principal. J & P provided general contractor services for the expansion of the Fairhope WWTP, including modifications to headworks, new orbital aeration basin equipment, new concrete basin with Verti-Cel aeration equipment, digester modifications, UV system modifications, new tertiary filters, clarifier modifications, electrical, SCADA, and piping.



Design-Build Project Manager, Construction Manager, Start-up/
Commissioning Manager

Barry Atkinson



Barry is President of Operations for J & P Construction Co., Inc. He has spent his entire life in the construction industry, even working in residential construction as a child. After graduating in civil engineering from the University of Alabama, Barry joined J & P. He has spent the last 34 years managing the construction of water and wastewater treatment plants in Alabama, Mississippi, and the Florida Panhandle. Barry's experience includes brand new treatment plant construction and extensive rehabilitation and expansion projects. He is active in project management and assists in maintaining company operations. He is currently a certified General Contractor in Florida, Alabama, and Mississippi.

**Professional
Credentials**

- B.S., Civil Engineering, University of Alabama
- Professional Engineer in AL
- Certified General Contractor in AL, FL, and MS

RELEVANT EXPERIENCE

Arbennie Pritchett WRF Reclaimed Water Expansion, Fort Walton, FL — Construction Manager. J & P provided general contractor services for the expansion of a reclaimed water system, including a new concrete reclaimed pump station, a new concrete chlorine contact chamber, a new tertiary filter, relocating an existing filter, new chlorination equipment and building, piping, valves, electrical, and controls.

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Mossy Head WWTF, DeFuniak Spring, FL — Construction Manager. J & P served as the general contractor for a new WWTF and effluent disposal field, including an office/control building, an electrical/blower building, a biological nutrient removal concrete tank and equipment, concrete headworks tank and equipment, a UV concrete tank and equipment, an effluent pump station, new Geoflow drip irrigation system, piping, valves, electrical, controls, paving, and fence.

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Fairhope WWTP Expansion, Fairhope, AL — Construction Manager. J & P provided general contractor services for the expansion of the Fairhope WWTP, including modifications to headworks, new orbital aeration basin equipment, new concrete basin with Verti-Cel aeration equipment, digester modifications, UV system modifications, new tertiary filters, clarifier modifications, electrical, SCADA, and piping.



Site Superintendent

Rusty Condra



Rusty has more than 20 years of experience as a project superintendent for J & P Construction Co., Inc. Rusty specializes in treatment plant construction and has extensive experience in sitework, mechanical, concrete, and process equipment. His experience includes new plant construction, plant expansion, and treatment plant construction projects in 10 states, including his home state of Florida. Rusty has completed projects from small pump station upgrades to wastewater treatment plants up to 24 MGD. He has a strong reputation for delivering quality work, maintaining a safe construction site, being hands-on with all project staff, and communicating effectively with owners, engineers, and other project members.

RELEVANT EXPERIENCE

Destin Water Users Headworks, Destin, FL — Project Superintendent. J & P provided general contractor services for this project that consisted of installing all mechanical equipment, including submersible pumps, screens, washers and compactors, grit king and classifier, odor control, and chemical buildings. All work was self-performed except electrical, SCADA, and painting. J & P reviewed the 30%, 60%, 90%, and 100% drawings to offer ideas of cost savings, maintenance advantages, and constructability to provide time and cost savings.

Destin Water Users Oxidation Ditch 2018, Destin, FL — Project Superintendent. J & P provided general contractor services for this project that consisted of demolishing two oxidation ditches (floor and walls) to build stouter foundations, walls, and elevated slabs to support larger aeration equipment. All demolition, concrete, and mechanical work was self-performed.

Destin Water Users, Highway 98 Utilities Relocation, Destin, FL — Project Superintendent. J & P provided general contractor services for the relocation of numerous watermain, non-potable water, and force main utilities along Highway 98 in Destin ahead of a six-lane highway expansion project. J & P worked directly with the owner, engineer, and the Florida Department of Transportation to help ensure that all utilities remained active during relocations and out of conflict of changing the Department's plans for construction, existing utilities, and improvements.

Mni Wašté Water Company, WTP, Eagle Butte, SD* — Project Superintendent. This project consisted of a new WTP capable of treating 4.4 MGD of river water. Once completed, more than 100,000 cubic yards of earth were moved and 35,000 tons of engineered fill were placed. The new facility will have 6,000 CY of concrete placed and 69,000 SF of precast concrete erected. Managing the entire project from initial dirt work to plant start-up. Along with managing sub-contractors and scheduling.

South Dakota Ellsworth Development Authority, WWTP Rapid City, SD* — Project Superintendent. This project consisted of a new sequencing batch reactor plant, from the ground up, with self-performing concrete and precast. Process piping was installed along with equipment for all phases of the plant.

**Project experience before joining J & P.*



QA/QC Manager, Safety Manager

Robert Meriwether



Robert has 15 years of experience managing utility, water, and wastewater treatment plants. As Vice President of J & P Construction Co., Inc., Robert has spent his career focusing on new treatment plant construction and existing treatment plant rehabilitation and expansion. He has served as the project manager for more than 50 water and wastewater treatment plants. Robert is highly involved with the owner, engineer, and everyone involved to help ensure that project costs and schedules are maintained, while maintaining safety and quality are not compromised.

RELEVANT EXPERIENCE

Destin Water Users Headworks, Destin, FL — Project Manager. J & P provided general contractor services for this project that consisted of installing all mechanical equipment, including submersible pumps, screens, washers and compactors, grit king and classifier, odor control, and chemical buildings. All work was self-performed except electrical, SCADA, and painting. J & P reviewed the 30%, 60%, 90%, and 100% drawings to offer ideas of cost savings, maintenance advantages, and constructability to provide time and cost savings.

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Professional Credentials

- Master of Building Construction, Auburn University
- B.S., Commerce and Business Administration, University of Alabama

Kimley»Horn

Engineering Design Manager

Josh Petersen, P.E.



Josh is a senior project and design manager with 21 years of progressive professional engineering experience providing planning, design, permitting, and construction administration services for water and wastewater projects in the private and public sectors. Through innovation and client service, Josh and his team currently provide water solutions to several of the largest tech and energy companies throughout the United States. He has been involved with alternative delivery projects for the last 20 years throughout the Southeast, ranging in capacity from 1 to 64 MGD. Josh and his team are currently working on two biosolids enhancement projects in Florida and have completed similar projects, including centrifuges and biosolids improvements. He has worked on several WWTP projects with J & P over the last 15 years bringing a strong working relationship and streamlined communication.

Professional Credentials

- B.S., Civil Engineering, Auburn University
- Professional Engineer in FL and GA

RELEVANT EXPERIENCE

WaterHub at Duke University, Durham, NC — Project Manager. Kimley-Horn teamed with Sustainable Water and Duke University to provide professional design, value engineering, and construction administration services for the WaterHub. The partnership between Duke University and the CMAR team showcases the recycling of wastewater in an aesthetically pleasing facility within the main campus. The facility is termed the WaterHub as it intercepts wastewater flowing from buildings on Duke's West Campus to cycle the collected flow through a 10-step, potable reuse-capable treatment process for its near-term use as reclaimed water. Starting in 2021, the WaterHub is capable of producing over 1.0 MGD of potable quality water and will begin its service by providing 120 million gallons of reclaimed water per year for Chiller Plant No. 2.

Bob Sikes WRF Improvements, Okaloosa County, FL* — Project Engineer. Josh provided construction administration services for the project to expand the treatment capacity of the existing Bob Sikes WRF from 0.3 MGD to 1.0 MGD, and convert the existing steel-tank activated sludge-package plant treatment basins into a new membrane bioreactor (MBR) treatment units. Improvements included new headworks screening and grit removal, equalization storage, MBR facilities, disinfection, and sludge handling. This project was constructed by J & P.

Sandy Run Creek WPCP Plant Improvements, Warner Robins, GA* — Design Manager. Josh and his team led the design for the \$30 million expansion of the Water Pollution Control Plant (WPCP) from 9 MGD to 12 MGD using a progressive Design-Build approach to optimize cost savings and expedite the tight construction schedule designed to meet a more stringent NPDES discharge permit and schedule. Plant improvements included headworks, BNR basin conversions, high-speed turbo blowers, secondary clarifiers, digester and thickener improvements, NRCY pump station, lime silo and high-density lime feed system, various bulk chemical storage and feed systems, deep bed sand filters, effluent pump station, post-aeration retrofits, dual power feeds, an administration building, and a new SCADA system.

Emerald Coast Utility Authority, Central Water Reclamation Facility, Pensacola, FL* — Design Leader. Josh led a major portion of the design of the \$316 million, 22.5 MGD WWTP relocation. The project is ECUA's largest infrastructure

Josh Petersen, P.E., resume, page 2

project to date. Design duties included headworks, RAS/WAS pumping, influent equalization pump stations, reject pump stations, effluent pump station, and overall piping. The plant uses a five-stage BNR process to achieve effluent limits of 5/5/3/1. The facility features 40 structures, 175 different process instruments, and 1,300+ valves. The plant relocation also required more than 25 miles of 54-inch pipe to the new 327-acre facility. The effluent is entirely reuse sent to Gulf Power's cooling towers, eliminating any surface water discharges. Josh's additional duties included creating and overseeing the standards for project communication and document control between all disciplines, teams, and subcontractors.

Decatur Utilities Dry Creek WWTP Dewatering Improvements, Decatur, GA* — Design Leader. Josh led the fast-tracked design for the 36 MGD Dry Creek WWTP Dewatering Improvements. Decatur Utilities was using two aged belt-presses to dewater solids from the wastewater plant along with alum sludge from the water treatment plant. After piloting several dewatering systems and polymers, Josh designed a retrofit of the existing dewatering building with two new Andritz centrifuges, polymer feed system, and conveyors, along with a renovation of the building and electrical system. After the upgrade, the dewatered solids increased from an average of 16% to 21% with lower polymer usage.

R.B. Simms and Lake Blalock Water Treatment Plant Improvements Project, Spartanburg Water, SC* — Design Lead and Project Manager. Josh was a design lead and project manager for the award-winning \$30 million progressive Design-Build project to design and construct improvements to two water treatment plants (WTPs), the existing 64 MGD R.B. Sims WTP, and the 27 MGD Lake Blalock WTP. Work included improvements to the liquid train processes, the solids handling process, the chemical feed process, and the finished water storage and pumping systems. ***This first progressive Design-Build project in South Carolina won the 2014 DBIA Southeast Project of the Year and the 2014 Associated Builders and Contractors Award of Merit.***

Pace Water System 5.0 MGD Plant Upgrade, Pace, FL* — Project Manager and Design Lead. Josh was the engineering project manager and design lead for the 3.0-MGD expansion to the existing 2.0-MGD plant. The plant upgrades included employing a 3-stage BNR process in a traditional ditch-style system using mechanical aeration and mixers. Additional improvements included new headworks, RAS/WAS pump stations, secondary clarifiers, chlorine contact basin expansion, tertiary disc filtration, aerobic digesters and centrifuges, site civil improvements, operations building, and a new back-up power generator. This project was constructed by J & P.

WWTP Upgrade, Milton, FL* — Project and Construction Manager. Josh served as the project and construction manager for the 2.0-MGD upgrade to the City of Milton WWTP. Improvements included installation of new headwork grit improvements; new anoxic zones; new secondary clarifiers; RAS/WAS pump station; aerobic digesters; Andritz centrifuge and solids handling; tertiary filters; chlorine treatment facilities; reject storage pumps; reject storage tanks, and overall electrical and SCADA improvements. This project was constructed by J & P.

**Project experience before joining Kimley-Horn.*



Process Mechanical Engineering

Chuck Starling, P.E., BCEE



Chuck has 23 years of experience serving as project manager and project engineer on a variety of utility engineering projects, including pipeline design, pump station design, force main design, condition assessment programs, pump station assessment and rehabilitation, I/I rehabilitation programs, and various treatment plant design/improvement projects. Chuck manages projects, planning, design, quality assurance reviews, and construction coordination. Chuck is currently serving as project manager on a 3,200 GPM submersible wastewater pump station and 6,000 GPM pressure reducing station, a 2,150 GPM wastewater pump station rehabilitation project, and a sewer rehabilitation project.

RELEVANT EXPERIENCE

Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL — QC/QA Reviewer. Kimley-Horn prepared plans and specifications for the construction of a 2.0-MGD wastewater facility, including headworks and screening, grit removal, MLE biological treatment, clarifiers, deep bed sand filters, disinfection, septage receiving, digestion and centrifuge drying facilities, and a Class I industrial DIW for the future disposal of SWWWRF wet weather discharges. The firm coordinated with multiple permitting agencies, including the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), FDEP/Health Department, FDEP/Sarasota County, City of North Port, and the Florida Department of Transportation (FDOT). The facility was designed in conjunction with the City of North Port standards because they will take over the facility when complete and operational. Construction was contracted using a CMAR process.

Jackson County Utility Authority (JCUA) Regional State Revolving Fund (SRF) Tucker Road Pump Station 6, Pascagoula, MS — Project Manager. Kimley-Horn developed a facilities plan and design of conveyance system improvements. The project aspects included demand projections, capacity analysis, hydraulic modeling, and design. System improvements included a new 3,200 GPM regional pump station (to replace the existing PS 6) and a 6,000 GPM in-line pressure reducing station to reduce the existing operating pressures in the force main, gravity sewer improvements, and to increase capacity. The project includes bypass pumping connections, future pigging connections, 900 linear feet of 30-inch diameter horizontal directional drill, 600 kW emergency generator, VFD controllers, and SCADA. Recommended improvements will provide for additional growth within the service area and reduce existing Sanitary Sewer Overflows (SSOs).

Destin Water Users, RAS/WAS Pump Station No. 3, Destin, FL — Project Engineer. Kimley-Horn was authorized by Destin Water Users, Inc (DWU) to evaluate and design a modification to Pump Station No. 3. The existing pump station was limited by the hydraulic capacity of the influent gravity discharge due to ragging in the pipe and telescoping valves as well as possible other unknown factors. As a result, operations were not able to achieve the desired activated sludge return rate of 1,050 GPM per clarifier. Kimley-Horn recommended and designed a central suction lift pump station, allowing the flow to be

Professional Credentials

- B.S., Civil Engineering, University of South Alabama
- B.S., Microbiology, Auburn University
- Professional Engineer in AL, FL, LA, and MS
- Board Certified Environmental Engineer

Chuck Starling, P.E., BCEE, resume, page 2

continuous from the clarifiers, limiting the impacts of ragging and solids deposition. This configuration allows the system to run in parallel if one of the clarifiers is offline or out of service. If one of the clarifiers were to be shut down in an emergency operation, DWU staff could open the middle valve and close either the north or south valve, allowing the system to run in parallel using two pumps to draw from the same clarifier.

Oxford WTP Design and CEI Services, Wildwood, FL — Project Engineer. Kimley-Horn provided design, construction administration, and startup services for a new 2.35-MGD capacity WTP with expansion provisions to 6.5 MGD. The design included lower Floridan well design/construction, packed tower aeration treatment system with pH adjustment, biological odor control, sodium hypochlorite disinfection, ground storage tank, control building with offices and conference room, and a high-service pump building. Kimley-Horn provided funding acquisition assistance and grant/loan administration assistance for the City. The project was funded by State appropriations grants and FDEP State Revolving Fund (SRF) loans. Kimley-Horn assisted in acquiring \$7,586,166 in SRF loans (construction, technical services after bid opening, contingencies, and principal forgiveness). Kimley-Horn also provided full construction observations and construction management services, providing full-time project administration and part-time (20 hours/week) resident project representative services.

Palm Beach County Water Treatment Plant #2 Treatment and Disposal Improvements, West Palm Beach, FL — Project Engineer. Kimley-Horn was retained by Palm Beach County Water Utilities Department for design, permitting, and bidding services related to Water Treatment Plant #2. The goal is to upgrade the plant facility in several areas within the treatment process and about the treatment facility to sustain treatment quality and quantity through the next decade. These improvements will help address deficiencies identified in a recent study by Kimley-Horn for the hydraulic process as well as recommended upgrades. The plant's two lime softening units have reached the end of their useful life and need upgrades and repair to continue services. This project will provide a new lime softening unit, demolition of one of the existing lime softening units, a new deep injection well, operational upgrades, a new 5 MG storage tank for increased storage capacity, a new raw water supply well, and an aeration system for the existing and proposed 5 MG tanks.

JCUA, Pump Station #8 Rehabilitation Project, Ocean Springs, MS — Project Manager. The existing pump station averages 1,255 GPM with two) 35 Hp Flygt Model 3201.091 pumps rated at 2,150 GPM per pump at 45 feet of total dynamic head. Kimley-Horn was retained to provide design services for the rehabilitation. The proposed design includes hydraulic modeling to confirm the current and future operating parameters of PS 8, recommendations for operational improvements, identification of observed pump station deficiencies, wetwell rehabilitation, recommended repairs and improvements to the discharge piping, and system control upgrades. Upon approval of the recommended rehabilitation and flow redirection modifications, contract documents will be prepared for bidding purposes. Kimley-Horn will provide limited construction management and observation services.

City of Tallahassee, Pump Station #182, Tallahassee, FL — Project Manager. Kimley-Horn was responsible for designing a new 23 MGD (16,000 GPM) regional wastewater pump station. The scope included the pump station dimensional layout, calculations, pump selection, and coordination with other disciplines. The pump station design consists of four submersible electric pumps (N+1) rated at 5,330 GPM, each with one serving as an emergency backup, SCADA, odor control, and standby emergency generator power.

Kimley»Horn

Biological Process Engineering

Matt Tebow, P.E.



Matt is a water/wastewater engineer with 15 years of design and project management experience in water and wastewater treatment plant improvements, rehabilitations, and expansions. He has created and calibrated wastewater process and hydraulic models; established control weir elevations and hydraulic profiles; designed yard piping and facility layouts; designed chemical storage and feed facilities; and modeled, analyzed, and designed constant speed and variable speed pump stations. Additionally, Matt has coordinated and obtained FDEP permits, created opinions of probable construction costs, coordinated bid phase services, and provided construction phase services. Matt also has 17 years of active duty and reserve service in the U.S. Army Corps of Engineers and currently serves as a Captain in the Army National Guard. In addition, Matt has experience with Water and Sewer Gems software.

Professional Credentials

- M.S., Civil Engineering, University of Florida
- B.S., Civil Engineering, University of Florida
- Professional Engineer in FL

RELEVANT EXPERIENCE

West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL — Project Engineer. Kimley-Horn prepared plans and specifications

for the construction of a 2.0-MGD wastewater facility, including headworks and screening, grit removal, MLE biological treatment, clarifiers, deep bed sand filters, disinfection, septage receiving, digestion and centrifuge drying facilities, and a Class I industrial DIW for the future disposal of SWWWRF wet weather discharges. The firm coordinated with multiple permitting agencies, including the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), FDEP/Health Department, FDEP/Sarasota County, City of North Port, and the Florida Department of Transportation (FDOT). The facility was designed in conjunction with the City of North Port standards because they will take over the facility when complete and operational. Construction was contracted using a CMAR process.

WaterHub at Duke University, Durham, NC — Project Engineer. Kimley-Horn teamed with Sustainable Water and Duke University to provide professional design, value engineering, and construction administration services for the WaterHub. The partnership between Duke University and the CMAR team showcases the recycling of wastewater in an aesthetically pleasing facility within the main campus. The facility is termed the WaterHub as it intercepts wastewater flowing from buildings on Duke's West Campus to cycle the collected flow through a 10-step, potable reuse-capable treatment process for its near-term use as reclaimed water. Starting in 2021, the WaterHub is capable of producing over 1.0 MGD of potable quality water and will begin its service by providing 120 million gallons of reclaimed water per year for Chiller Plant No. 2.

Ocala WRF #3 Biosolids Dewatering/Drying Systems Evaluation, Ocala, FL — Project Engineer. Kimley-Horn is providing professional engineering services regarding biosolids dewatering system evaluations and conceptual design. Due to the age and performance of the existing Dragon Drying System, Kimley-Horn is evaluating various biosolids dewatering and drying system replacement options. The scope of work includes preparing conceptual design and life cycle cost evaluations to compare each selected alternative. The City's goal is to develop a plan to replace the existing biosolids treatment system with a more efficient option and provide Class AA biosolids within a 3-year time frame.

Matt Tebow, P.E., resume, page 2

Headworks Analysis, Industrial User and Utility Service Agreement Assistance, Monitoring Manhole Design, Avon Park, FL — Project Engineer. Kimley-Horn was selected to prepare a headworks analysis to determine the allowable daily flow and pollutant loading from an industrial user (Nucor). The project consisted of reviewing and summarizing existing and sampled data, developing a list of the Pollutants of Concern (POC), conducting a headworks analysis following EPA and FDEP regulations, developing and recommending daily flow, POC limitations, and monitoring requirements for the industrial user, developing a surcharge rate calculation for when daily flows and/or POC loadings exceed allowable permit limits, and reporting the results and recommendations in a finding letter. In addition, Kimley-Horn reviewed and commented on the draft utility service agreement and industrial code, modified the draft Industrial User agreement, and created a monitoring manhole detail.

Oxford WTP Design and CEI Services, Wildwood, FL — Project Engineer. Kimley-Horn provided design, construction administration, and startup services for a new 2.35-MGD capacity WTP with expansion provisions to 6.5 MGD. The design included lower Floridan well design/construction, packed tower aeration treatment system with pH adjustment, biological odor control, sodium hypochlorite disinfection, ground storage tank, control building with offices and conference room, and a high-service pump building. Kimley-Horn provided funding acquisition assistance and grant/loan administration assistance for the City. The project was funded by State appropriations grants and FDEP State Revolving Fund (SRF) loans. Kimley-Horn assisted in acquiring \$7,586,166 in SRF loans (construction, technical services after bid opening, contingencies, and principal forgiveness). Kimley-Horn also provided full construction observations and construction management services, providing full-time project administration and part-time (20 hours/week) resident project representative services.

Ocala WRF #2 Facility Plan, Ocala, FL — Project Engineer. Kimley-Horn developed a comprehensive WRF master plan for planning and prioritizing future capital projects for Ocala WRF #2. Specific project tasks included gathering information, developing future needs, performing necessary analyses, developing costs, and documenting the project results. The WRF #2 Facility Plan focused on process equipment condition assessment, hydraulic flow splitting evaluations, biosolids processing evaluations, and blower/electrical improvements. Since the overall rated treatment capacity was expanded to 6.0 MGD, this project will limit capacity expansion evaluations to specific process equipment and biosolids treatment.

Kimley»Horn

Electrical Engineering and Instrumentation and Controls

Peter Syntax, P.E., LEED AP



With 17 years of engineering experience on municipal government projects, **Pete** has performed all phases of engineering including project administration; cost estimating; feasibility studies and assessments; life-cycle evaluations; system design and analysis for electrical, lighting, phone, data, fire, security, and pumping systems; drawings and technical specifications; and project scheduling, estimating, field inspections, construction administration, and submittal review. Most recently, he has completed multiple electrical design projects involving upgrades to existing systems, lighting and energy analysis, lighting control schematics and designs involving daylight harvesting, and power design including additions of generators to existing facilities.

RELEVANT EXPERIENCE

Pasco County Biosolids Facility Design-Build, Pasco, FL — Systems Engineer. Kimley-Horn provided civil engineering and environmental services for this 3-acre biosolids facility. The Pasco County Biosolids Facility processes 50,000 wet tons of wastewater sludge per year to produce Class AA Biosolids via Solar Drying Paired with Limited Fossil Fuel Pasteurization. The specific civil engineering services included site grading, site utilities (water and sewer services), stormwater facilities design/management, pavement design, and associated site improvements.

Sunnyboy Well Site Rehabilitation, Peoria, AZ — Electrical Engineer. Kimley-Horn designed the replacement of existing pumps at the Sunnyboy Well Site within the City of Peoria's water system. To simplify site operations and provide a system design that met the City's needs, Kimley-Horn performed a field pressure surge analysis involving the installation of pressure data loggers both on-site and at another location in the pressure zone to determine which, if any, surge mitigation measures to incorporate in the design. Kimley-Horn specified and sized new pumps to meet the system demands, designed a new chlorination system, and integrated additional inputs and controls into the PLC and SCADA system.

Regional Wastewater Reclamation District Security Improvement Projects, Pima County, AZ — Electrical Engineer. Kimley-Horn was selected by the Pima County Regional Wastewater Reclamation Department (PCRWRD) to provide security system planning, design, and services during construction for PCRWRD security improvement projects. Kimley-Horn provided services related to security systems at two PCRWRD sites, including the Corona de Tucson Wastewater Reclamation Facility and the Green Valley Wastewater Reclamation Facility in Pima County, AZ. Kimley-Horn provided physical security enhancements, including fencing, signage, vehicle gates, and pedestrian gates. The design included CCTV cameras for perimeter intrusion detection and general surveillance, providing a new access control system to the facilities, and coordination to provide backbone communication systems to each facility. The Green Valley site included replacing the existing site generator and ATS with a new larger 1000kW generator and 2000A transfer switch. The Corona de Tucson site included a new centralized UPS for SCADA and security systems. Both included security improvements consisting of site surveillance cameras, a video management system, an intercom system, emergency vehicle access provisions, and all the associated communications and power distribution support infrastructure.

Professional Credentials

- B.S., Marine Engineering Systems, United States Merchant Marine Academy
- Professional Engineer in AZ, CA, CO, FL, MD, and NM
- LEED AP

Peter Syntax, P.E., LEED AP, resume, page 2

Pecan Square Preliminary Plat Wastewater Treatment Plant, Northlake, TX — Electrical Engineer. Kimley-Horn provided full civil engineering services for this 1,200-acre residential master planned community and Municipal Management District. Located just off IH-35W, the project is entitled for more than 3,000 single-family units and will include abundant open space and community amenities, parks, schools, and commercial uses along the freeway frontage. Included in the many Kimley-Horn services for this complex project delivery is the permitting and design of a new wastewater treatment plant.

Pima County, Regional Wastewater Reclamation District Security Improvement Projects, Tucson, AZ — Electrical Engineer. Kimley-Horn was selected by the Pima County Regional Wastewater Reclamation Department (PCRWRD) to provide security system planning, design, and services during construction for PCRWRD security improvement projects. Kimley-Horn provided services related to security systems at two PCRWRD sites, including the Corona de Tucson Wastewater Reclamation Facility and the Green Valley Wastewater Reclamation Facility in Pima County, AZ. Kimley-Horn provided physical security enhancements, including fencing, signage, vehicle gates, and pedestrian gates. The design included CCTV cameras for perimeter intrusion detection and general surveillance, providing a new access control system to the facilities, and coordination to provide backbone communication systems to each facility. The Green Valley site included replacing the existing site generator and ATS with a new larger 1000kW generator and 2000A transfer switch. The Corona de Tucson site included a new centralized UPS for SCADA and security systems. Both included security improvements consisting of site surveillance cameras, a video management system, an intercom system, emergency vehicle access provisions, and all the associated communications and power distribution support infrastructure.

Water Campus Switchgear Upgrades (Water Treatment Plant), Scottsdale, AZ — Project Manager. Kimley-Horn is providing design services and construction documents for major electrical upgrades at Scottsdale Water Campus. Upgrades include replacing the existing main switchboard, two motor control centers, four panelboards, and three transformers. The existing equipment is at end of life. As part of the project and due to the criticality of the system, Kimley-Horn designed a phasing plan to maintain plant operations while replacing each piece of equipment. The design required stakeholder input including the City maintenance staff, plant operators, and contractors.

Kimley»Horn

Structural Engineering

Seth Schmid, P.E.



Seth has 25 years of experience involving structural evaluation, design, and repair of bridges, roadways, parks, airports, buildings, infrastructure, foundations, supports, and water control structures. He has been involved in all aspects of engineering projects from project management and conceptual planning to design, permitting, and construction administration. Some of Seth's more notable projects include designing a 7,500-square-foot reverse osmosis building, a 40- by 80-foot masonry chlorine storage building, reinforced concrete tanks for wastewater treatment, and several large weir water control structures.

RELEVANT EXPERIENCE

West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL

— Structural Engineer. Kimley-Horn prepared plans and specifications for the construction of a 2.0-MGD wastewater facility, including headworks and screening, grit removal, MLE biological treatment, clarifiers, deep bed sand filters, disinfection, septage receiving, digestion and centrifuge drying facilities, and a Class I industrial DIW for the future disposal of SWWWRF wet weather discharges. The firm coordinated with multiple permitting agencies, including the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), U.S Army Corps of Engineers (USACE), FDEP/Health Department, FDEP/Sarasota County, City of North Port, and the Florida Department of Transportation (FDOT). The facility was designed in conjunction with the City of North Port standards because they will take over the facility when complete and operational. Construction was contracted using a CMAR process.

Anaerobic Digester Facility 3 Rehabilitation Project, Tallahassee, FL — Structural Engineer. Kimley-Horn was recently tasked to provide preliminary assessment and design services for the rehabilitation of the City of Tallahassee's Anaerobic Digester Facility 3. This project will rehabilitate the sludge transfer pumps, mixing system, heat exchange, power systems, controls, and structural elements. Kimley-Horn's scope of services includes conceptual plans, alternative analysis, design plans, Opinions of Probable Construction Costs, and bid phase services.

Pasco County Biosolids Facility Design-Build, Pasco, FL — Structural Engineer. Kimley-Horn provided civil engineering and environmental services for this 3-acre biosolids facility. The Pasco County Biosolids Facility processes 50,000 wet tons of wastewater sludge per year to produce Class AA Biosolids via Solar Drying Paired with Limited Fossil Fuel Pasteurization. The specific civil engineering services included site grading, site utilities (water and sewer services), stormwater facilities design/management, pavement design, and associated site improvements.

Oxford WTP Design and CEI Services, Wildwood, FL — Structural Engineer. Kimley-Horn provided design, construction administration, and startup services for a new 2.35-MGD capacity WTP with expansion provisions to 6.5 MGD. The design

Professional Credentials

- M.S., Structural Engineering, University of Florida
- B.S., Civil Engineering, University of Florida
- Professional Engineer in AL and FL

Seth Schmid, P.E. , resume, page 2

included lower Floridan well design/construction, packed tower aeration treatment system with pH adjustment, biological odor control, sodium hypochlorite disinfection, ground storage tank, control building with offices and conference room, and a high-service pump building. Kimley-Horn provided funding acquisition assistance and grant/loan administration assistance for the City. The project was funded by State appropriations grants and FDEP State Revolving Fund (SRF) loans. Kimley-Horn assisted in acquiring \$7,586,166 in SRF loans (construction, technical services after bid opening, contingencies and principal forgiveness). Kimley-Horn also provided full construction observations and construction management services, providing full-time project administration and part-time (20 hours/week) resident project representative services.

Southeast Water Reclamation Facility (SEWRF) Storage Lakes and Reclaimed Pump Back Station Improvements, Manatee County, FL — Structural Engineer. This project included the design for the replacement of the two existing reclaimed water pump back stations for the SEWRF South 2 and East Reclaimed Water Storage Lakes. As part of the preliminary design efforts, Kimley-Horn evaluated several options to replace the existing reclaimed water pump back stations, while increasing the overall pumping capacity to 10.0 MGD, matching the capacity of the existing Lake Filtration System. Ultimately it was determined to design and construct one centralized pump station with a pumping rate of 10.0 MGD. New intake pipes from the East and South 2 Reclaimed Storage Lakes were required, including relocation of the existing reclaimed water intake structures. The new reclaimed pump back station is located adjacent to South Lake 2 Reclaimed Storage Lake. New 24-inch discharge piping, approximately 3,500 linear feet, from the reclaimed pump station to the Lake Filtration System was required.

Sun Country WTP 12-inch and 16-inch Water Main Extension, Marion County FL — Structural Engineer. This pipeline project included the design and permitting of water main extensions related to the Sun County Water Treatment Plant in Marion County. The project included 1,850 feet of 16-inch water main and 1,500 feet of 12-inch water main. Construction plans, specifications, and opinion of probable cost were prepared for the water main extension. Permitting activities included FDEP, Marion County right-of-way, and FDOT. Kimley-Horn also provided construction administration assistance and water quality/well production testing of the 12-inch and 8-inch potable water wells at the WTP.

Kimley»Horn

Quality Assurance/Quality Control

Doug Eckmann, P.E., BCEE, D.WRE, F.ASCE



Doug has 40 years of experience in funding, planning, permitting, design, and construction of water-related infrastructure projects for public utilities. He has served as the program, project manager, and technical director for more than \$450 million of water and wastewater related capital projects just in Florida. These projects include public water supply, treatment, storage, and distribution; and wastewater collection, treatment, and reuse. He is a Board-Certified Environmental Engineer in Water and Wastewater and a Board-Certified Water Resource Engineer. In 2015, he was elected to Fellow of the American Society of Civil Engineers. Many of his projects have included state-of-the art technologies such as membrane treatment, ASR storage, alternative sewer systems, and reclaimed water. In his career, he has participated in the design and construction of more than 100 wastewater treatment plants.

RELEVANT EXPERIENCE

West Villages Improvement District (WVID) Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL

— Project engineer. Kimley-Horn is providing a full range of engineering and hydrogeologic consulting services for the West Villages Improvement District (WVID) Wastewater Reclamation Facility (SWWWRF). Kimley-Horn is preparing a preliminary site plan to establish a hydraulic profile for the SWWWRF. Kimley-Horn will prepare a hydraulic analysis of the Island Walk and Gran Paradiso development master pump stations, along with the three additional existing lift stations currently manifolded into the existing force main, to determine modifications required to redirect the discharge to the SWWWRF headworks. Kimley-Horn will prepare plans and specifications for the construction of a Class I industrial DIW for the future disposal of SWWWRF wet weather discharges and membrane concentrate (brine) for the future WVID reverse osmosis (RO) water treatment plant (WTP) in accordance with the approved Preliminary Design Report (PDR). Kimley-Horn will prepare a PDR for the injection well system and submit an underground injection control (UIC) permit to the FDEP. Permitting agencies we are dealing with include the Southwest Florida Water Management District (SWFWMD), FDEP, U.S Army Corps of Engineers (USACE), FDEP/Health Department, FDEP/Sarasota County, City of North Port, and FDOT.

Three Oaks Wastewater Treatment Plant (WWTP) Expansion Design-Build Project, Lee County Utilities (LCU), Fort Myers, FL*

— Project manager for design team supporting Three Oaks WWTP Expansion Design-Build project in partnership with Wharton-Smith, Inc. Project's GMP at selection was \$22 million, but was completed for less (\$21,850,000). The project expanded the existing 3.0-MGD treatment plant to 6 MGD, with provisions for achieving 9 MGD in the future. The project included a new headworks structure with screening and grit removal, modifications to the brush aerators in the existing oxidation ditches, new 85-foot diameter secondary clarifiers and RAS/WAS pumping facilities, deep bed filter structure with integral chlorine contact basins and reclaimed pumping station, sodium hypochlorite storage and feed facilities, new sludge dewatering biosolids handling facility, new reuse pumping station and deep injection well, and new motor control building and standby generator. Project final completion in 2009. Working with the design-build partner the team saved LCU over \$1.3 million through VE of the 30% design included in the criteria package.

Professional Credentials

- B.S., Mechanical Engineering, Northwestern University
- MBA, St. Edward's University
- Professional Engineer in Florida
- Board Certified Environmental Engineer
- Diplomate, Water Resources Engineer

Doug Eckmann, P.E., BCEE, D.WRE, F.ASCE, resume, page 2

Iron Bridge Water Reclamation Facility (IBWRF) Biosolids Upgrades, Orlando, FL* — Project manager for structural design of elements related to installation of two new belt filter presses and related mechanical process equipment and three new lime silos for the WRF Biosolids Dewatering System Improvements, including new electrical room, access structures, equipment supports, and concrete foundations. Another firm was the prime consultant. The IBWRF is permitted for 40-MGD AADF. The modifications included removal of existing equipment, structural modifications that included demolition, new structural supports, floor trenches and decking, walkways and mechanical and structural supports, process mechanical upgrades, new electrical room, and installation of two new 2-meter and 3-belt belt filter presses (Alfa Laval) with provisions for a future third press. Design included foundations for three new 10-foot diameter by 24-foot tall hydrated lime storage silos, each with capacity for 2,100 cubic feet (135,000 lbs. dead load). Removal and installation within an existing building required careful planning for staging disassembly and reassembly of the new machinery and an existing 2-ton bridge crane was utilized for equipment removal and installing in manageable components, requiring field assembly of the new presses within the building.

Lee County Gateway Wastewater Treatment Plant (WWTP) Expansion, Lee County Utilities (LCU), Fort Myers, FL* — Principal-in-charge for construction phase services in support of a \$27,400,000 expansion to Lee County's Gateway WWTP (design by TKW Consulting Engineers). Expansion included new influent structure, grit removal system, two oxidation ditches, six brush aerators, RAS structure, two pre-stressed clarifier tanks, three deep bed filters, two chlorine contact tanks, effluent pumping station, chemical feed systems, 6-MG reuse storage tank, 2-MG reject storage tank, biosolids processing facility, two aerobic digesters, odor control system, electrical building, and 1,250-kW generator. Services provided included full-time RPR, shop drawing reviews, conflict resolution, management of pay applications, negotiation of change orders, review of operations and maintenance manuals, and preparation of record drawings.

Peace River Manasota Regional Water Supply Authority, Peace River Facility, Desoto County, FL* — Principal-in-charge and project manager for design of custom engineered structural aluminum filter enclosures for a total of 26 gravity filters in four separate filter structures for this 51-MGD surface water treatment plant. Design used 3D Revit Model and computer element analysis. Framed enclosures fitted with removable high mesh count screen panels. Roofing of extruded structural panels. Ultimate design wind speed of 160 mph, Exposure C, Risk Category IV. Adding the covers and screened enclosures allowed use of the filter volume to increase disinfection contact time, improving operational flexibility and effective ground storage.

**Project experience before joining Kimley-Horn.*

Okaloosa County

Request for Proposals for

The Solids Handling Expansion of the Arbennie Pritchett Water Reclamation Facility

7. Cost Proposal

7. Cost Proposal

The cost proposal is submitted separately in a sealed envelope.

Attachment J Federal Clauses

EXHIBIT J

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

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Consultant* shall adhere to all grant conditions as set forth in the requirements of grant no. which have been provided to *Consultant*, along with any and all other applicable Federal Laws. 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 *Contract* 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 *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, 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 *Contract* 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, *consultant* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *consultant* 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 *consultant* is unable, or potentially unable, to render impartial assistance or advice; ii. A *consultant's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *consultant* 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: *consultant* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *consultant's* actions pertaining to this *contract*. 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 *consultant* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *consultant* will require compliance by all sub-contractors. Prior to contract award, the *consultant* 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 *consultant* agrees as follows: (1) The *Consultant* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Consultant* 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 *Consultant* 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 *Consultant* will, in

all solicitations or advertisements for employees placed by or on behalf of the *Consultant*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Consultant* 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 *Consultant's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Consultant* 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 *Consultant* 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 *Consultant'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/Contractor/Consultant] 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) *Consultant* 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 *Consultant* 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 *Consultant* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Consultant* 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 *contract*, the *consultant* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *consultant* 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 *contract*, *consultant* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *consultant* 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: *consultant* 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: *consultant* 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. *consultant* 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 disbarred or otherwise disqualified from participating in the federally assisted services. The *consultant* 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: *consultant* 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: *consultant* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *consultant* 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: *consultant* 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: *consultant* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *the contract*.

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

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Consultant* 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 *Consultant* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Consultant'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 *this 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: *Consultant* 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 *Consultant* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Consultant* 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 *Consultant* 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 (FAPIIS)(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 *Consultant* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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: *consultant* 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/consultant/contractor*] 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 *the contract*.

The Barry Atkinson [insert name of the signator] on behalf of J & P Construction Co., Inc. dba Jamison Const. Co. the *consultant* is authorized to sign below and confirm the *consultant* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 4/22/22

SIGNATURE: _____

COMPANY: J & P Construction Co., Inc.
dba Jamison Construction Co.

NAME: Barry Atkinson

ADDRESS: 2550 39th Street
Tuscaloosa, AL 35405

TITLE: President of Operations

E-MAIL: batkinson@jandpconstruction.com

PHONE NO.: 205-345-6631t

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: 4/22/22
SIGNATURE: _____
COMPANY: J & P Construction Co., Inc dba Jamison Construction Co.
NAME: Barry Atkinson
TITLE: President of Operations

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: _____

Attachment K Civil Rights Clauses

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 contractors) 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), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;
- 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);

- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 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 under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or 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* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's

- assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or 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



Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)
J & P Construction Company, Inc.
d/b/a Jamison Construction Company
2550 39th Street
Tuscaloosa, AL 35405

SURETY:

(Name, legal status and principal place of business) Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

OWNER:

(Name, legal status and address)
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

CONSTRUCTION CONTRACT

Date:
Amount: \$8,725,000.00
Description:
(Name and location)
Arbennie Pritchett Water Reclamation Facility (WRF) Solids Handling Expansion Project
Fort Walton Beach, Florida

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


BOND

Date:
(Not earlier than Construction Contract Date)
Amount: \$Eight Million Seven Hundred Twenty-five Thousand And No/100 Dollars
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
J & P Construction Company, Inc. d/b/a
Jamison Construction Company
Signature: _____
Name and Title: President of Operations

SURETY

Company: *(Corporate Seal)*
Western Surety Company
Signature: 
Name and Title: R. Forrest Fitts
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

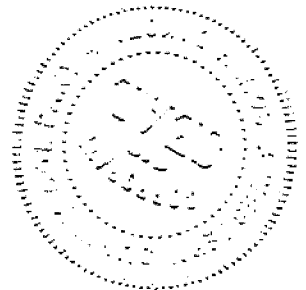
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Fitts Agency, Inc.
1806 6th Street
Tuscaloosa, AL 35401
205-342-3500

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.
- 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

T Gary Fitts, J David Fitts, Charles F Horton Jr, Timothy L Donahue, R Forrest Fitts, Cheryl A Camak, Julie Tubbs, Jeffrey Hogg, Raven Davis, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

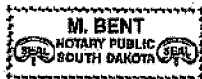
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bond No. 30150793



AIA

Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

J & P Construction Company, Inc. d/b/a
Jamison Construction Company
2550 39th Street
Tuscaloosa, AL 35405

OWNER:

(Name, legal status and address)

Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway, Suite 100
Shalimar, Florida 32579

CONSTRUCTION CONTRACT

Date:

Amount: \$8,725,000.00

Description:

(Name and location)

Arbennie Pritchett Water Reclamation Facility (WRF) Solids Handling Expansion Project
Fort Walton Beach, Florida

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Eight Million Seven Hundred Twenty-five Thousand And No/100 Dollars

Modifications to this Bond: None See Section 18:

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

J & P Construction Company, Inc. d/b/a

Jamison Construction Company

Signature: _____

Name and

Title: President of Operations

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

Western Surety Company

Signature: _____

Name and R. Forrest Fitts

Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT OF BROKER:

Fitts Agency, Inc.
1806 6th Street
Tuscaloosa, AL 35401
205-342-3500

OWNER'S REPRESENTATIVE:

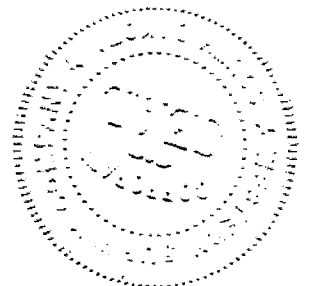
(Architect, Engineer or other party.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions:

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- 1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- 5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- 7 the total amount of previous payments received by the Claimant; and
- 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

T Gary Fitts, J David Fitts, Charles F Horton Jr, Timothy L Donahue, R Forrest Fitts, Cheryl A Camak, Julie Tubbs, Jeffrey Hogg, Raven Davis, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereon affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

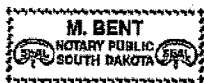
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



ADDITIONAL REMARKS SCHEDULE

AGENCY Fitts Agency Inc.		NAMED INSURED J&P Construction Co Inc DBA Jamison Construction Co PO Drawer 3147 Tuscaloosa, AL 35403	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Workers Compensation coverages when required by written contract. 30 Day Notice of Cancellation applies.

Builders Risk and OCP Policies will be placed upon start-up of construction.
Increased Umbrella/Excess Limits will be increased effective 6/1/22.