

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/28/2022

Contract/Lease Control #: C22-3246-WS

Procurement#: RFQ WS 46-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: JACOBS ENGINEERING GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

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

Description of: GENERAL ENG SERVICES FOR WS

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

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

Closed:

Cc: BCC RECORDS

9-30-25 w/ 2 Linc reviews
022-3246-WS

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 46-22 Tracking Number: 4625-22
 Procurement/Contractor/Lessee Name: JACOBS Grant Funded: YES ___ NO X
 Purpose: General Eng Services WS
 Date/Term: 3 yrs w/ 2 Linc renewals
 Department #: _____
 Account #: VARIOUS
 Amount: _____
 Department: _____ Dept. Monitor Name: _____

1. GREATER THAN \$100,000
 2. GREATER THAN \$50,000
 3. \$50,000 OR LESS

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

2CFR Compliance Review (if required)
 Approved as written: no federal aid Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

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

 Risk Manager or designee Kristina LoFria

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

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
 Approved as written: _____ Date: _____

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

DeRita Mason

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

These are approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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

Ladies,
Here are the final four agreements that go with the Ardurra one that was just approved.
Thank you,

DeRita Mason



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

DeRita Mason

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

DeRita,

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

Thank You

Kristy LoFria

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



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

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

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

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



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

Detail by FEI/EIN Number

Foreign Profit Corporation

JACOBS ENGINEERING GROUP INC.

Filing Information

Document Number P13217
FEI/EIN Number 95-4081636
Date Filed 02/12/1987
State DE
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 02/26/1990
Event Effective Date NONE

Principal Address

1999 BRYAN STREET
 DALLAS, TX 75201

Changed: 04/05/2018

Mailing Address

MANISHA GADHAVE, JACOBS ENGINEERING INDIA PVT LTD
 12B EMPIRE TOWER
 CLOUD CITY CAMPUS
 NAVI MUMBAI 400 708 IN

Changed: 02/05/2020

Registered Agent Name & Address

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

Name Changed: 06/30/1992

Address Changed: 06/30/1992

Officer/Director Detail

Name & Address

Title President

PRAGADA, ROBERT V
1999 BRYAN STREET
DALLAS, TX 75201

Title Treasurer

CARLIN, MICHAEL
1999 BRYAN STREET
DALLAS, TX 75201

Title Secretary

JOHNSON, JUSTIN
1999 BRYAN STREET
DALLAS, TX 75201

Title VP

BUNDERSON, MICHAEL
155 NORTH LAKE AVENUE
PASADENA, CA 91101

Title VP

MEINHART, TOM
10 TENTH STREET SUITE 1400
ATLANTA, GA 30309

Title Authorized Representative

KIRBY, DANIEL
200 SOUTH ORANGE AVENUE SUITE 900
ORLANDO, FL 32801

Title Authorized Representative

STEJSKAL, DAVID
25 West Cedar Street Suite 350
Pensacola, FL 32502

Title VP

NEIN, BRETT
1100 N. GLEBE RD,5TH FLOOR
ARLINGTON, VA 22201

Title VP

JONES, KEITH B
46 LIBERTY INDUSTRIAL PARKWAY
MCDONOUGH, GA 30253

Title VP

PATTERSON, ELLEN
550W, CYPRESS CREEK ROAD FORT
LAUDERDALE, FL 33309

Title VP

HOOPER, CORY
200 SOUTH ORANGE AVENUE SUITE 900
ORLANDO, FL 32801

Title VP

WATSON, KATUS
5401 W. Kennedy Blvd Ste 300
TAMPA, FL 33609

Title VP

UCHIL, VINAY
10 TENTH STREET SUITE 1400
ATLANTA, GA 30309

Title Director

DEMETRIOU, STEVEN J
1999 BRYAN STREET
DALLAS, TX 75201

Title President

BERRYMAN, KEVIN C
1999 BRYAN STREET
DALLAS, TX 75201

Title VP

ASHMAN, DAVID
5401 W. Kennedy Blvd Ste 300
Tampa, FL 33609

Title VP

Lazaro, Alberto
3150 SW 38 Avenue
Miami, FL 33146

Annual Reports

Report Year Filed Date

2021	01/14/2021
2021	06/07/2021
2022	01/13/2022

Document Images

<u>01/13/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/28/2021 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>06/07/2021 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/14/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/05/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/08/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/26/2018 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>05/21/2018 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2018 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2018 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/05/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/11/2017 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/17/2016 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/17/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/28/2014 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/15/2014 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/05/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/10/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/09/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/30/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/30/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/08/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/05/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/28/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/02/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/03/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/17/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/03/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/03/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/08/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/1996 -- ANNUAL REPORT</u>	View image in PDF format



JACOBS ENGINEERING GROUP INC.

Unique Entity ID MKCAUUG2K7H6	CAGE / NCAGE 3T810	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 14, 2023	
Physical Address 1999 Bryan ST STE 1200 Dallas, Texas 75201-6823 United States	Mailing Address 1999 Bryan ST STE 1200 Dallas, Texas 75201-6823 United States	

Doing Business as Jacobs	Division Name (blank)	Division Number (blank)
Congressional District Texas 30	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Dec 16, 2021	Submission Date Dec 15, 2021	Initial Registration Date Aug 7, 2001
--	--	---

Entity Dates

Entity Start Date Jan 1, 1947	Fiscal Year End Close Date Sep 30
---	---

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 USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

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

Active Exclusions Records?

No

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

Yes

Business Types

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

Socio-Economic Types

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

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3T810

Electronic Business

✎
FRANK Joyce

**501 North Broadway
Saint Louis, Missouri 63102
United States**

Government Business

✎
Dave Hanley

**1100 N Glebe RD
Arlington, Virginia 22201
United States**

FRANK Joyce

501 North Broadway
Saint Louis, Missouri 63102
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	541611	Administrative Management And General Management Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	561210	Facilities Support Services
	562910	Remediation Services

This entity does not appear in the disaster response registry.



Board of County Commissioners Purchasing Department

State of Florida

Date: August 12, 2022

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

General Engineering Services for Okaloosa County Water and Sewer Department

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

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

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

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

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

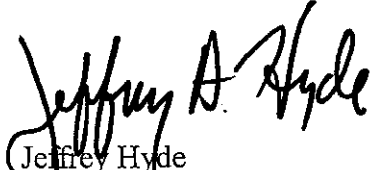
Jacobs Engineering Group, Inc.
25 W. Cedar Street, Suite 350
Pensacola, FL 32502

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

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

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

Respectfully,



Jeffrey Hyde
Purchasing Manager

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (Master Services Agreement)

Between
The Board of County Commissioners of Okaloosa County
And
JACOBS ENGINEERING GROUP INC.

This Agreement made on Sept 20, 2022 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Jacobs Engineering Group Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 25 W. Cedar Street, Suite 350, Pensacola, FL 32502.

RECITALS

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

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

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

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

SECTION 1. BASIC SERVICES

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

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

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

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

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

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

SECTION 2. ADDITIONAL SERVICES

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

SECTION 3. OBLIGATIONS OF THE COUNTY

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

- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
- 3.1.2. Arranging for and holding promptly any required meetings.
- 3.1.3. Provide boundary and topographical surveys of the APWRF property. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
- 3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.

- 3.1.5. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.
- 3.1.6. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. General CONSULTANT Obligations.

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

SECTION 5. Contractor Indemnification and Claims.

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.

5.4. Indemnification. CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

SECTION 6. TIME SCHEDULE

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

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

SECTION 7. AMOUNT AND METHOD OF PAYMENT

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

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

7.3. Compensation. The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on either a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project.

Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.

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

SECTION 8. CHANGES

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

SECTION 9. DISPUTES

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

SECTION 10. DELAY OR SUSPENSION OF WORK

- 10.1. Convenience of the COUNTY.** The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.
- 10.2. Adjustment for Delay or Suspension of Work.** If the performance of all or any part of the CONSULTANT's services is suspended, delayed, or interrupted for the convenience

of the COUNTY, an appropriate extension of time and compensation shall be made, and the AGREEMENT modified in writing accordingly. In the event CONSULTANT is delayed in performance of Services by any act or neglect of the COUNTY, or anyone for whom the COUNTY is responsible, then CONSULTANT's compensation and the work schedule shall be equitably adjusted in writing. CONSULTANT's work schedule shall be equitably adjusted in writing for delays due to or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT and the COUNTY. In the event delays are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

SECTION 11. TERMINATION OF AGREEMENT

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

SECTION 12. INSURANCE

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

12.4.1. **Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.

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

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

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

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

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

SECTION 13. GENERAL PROVISIONS

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

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

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

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

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

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: David Stejskal, PW
Title: Vice President
Company: Jacobs Engineering Group Inc.
Address: 25 W. Cedar St.
Suite 350
Pensacola, FL 32502
Telephone: 251-591-9248
Facsimile: _____
E-Mail: david.stejskal@jacobs.com

13.3.1.3 Courtesy copy to:

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

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

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

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

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

13.4.3. Exhibit C - Standard Contract Clauses-Title VI

13.5. Governing Law & Venue This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.

13.6. Compliance with the Law. CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

13.7. Waivers and Severability. Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

13.8. Covenants.

13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

13.9. Lower-Tier Subcontracts. CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any

lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

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

13.11. Confidentiality and Public Records.

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

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

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

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

- 13.12. Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.13. Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.
- 13.17. CONSULTANT's Personnel at Construction Site.**
- 13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

- 13.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.
- 13.17.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

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

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

services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

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


SECTION 15. AUTHORIZATION FOR EXECUTION

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

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

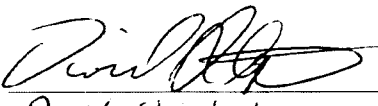
The COUNTY
Board of County Commissioners of
Okaloosa County

CONSULTANT
Jacobs Engineering Group Inc.

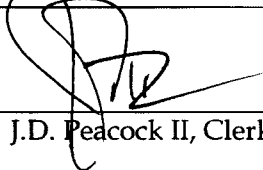
By: 
Mel Ponder

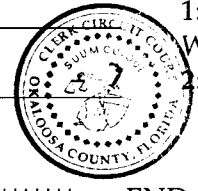
Title: Chairman

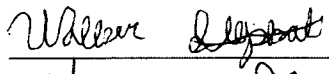
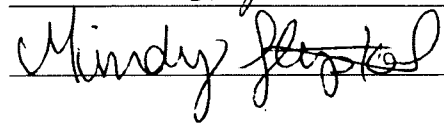


By: 
David Stejskal

Title: Vice-President

Attested: 
J.D. Peacock II, Clerk



Witness 1: 
Witness: 

***** END *****

Exhibit "A"

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

Jacobs Labor Rate and Direct Expense Schedule

Labor Classification/Title	FY23-25 Billing Rate	FY26-27 Billing Rates
Principal Project Manager/Technologist/Consultant	\$230	\$248
Sr. Project Manager/Technologist/Engineer/Consultant	\$215	\$232
Project Manager/Technologist/Consultant, Construction Manager	\$185	\$200
Project Engineer/Planner/Scientist, Senior Project Representative, Project Designer	\$160	\$173
Associate Engineer/Planner/Scientist, Project Representative	\$135	\$146
Staff Engineer/Planner/Scientist	\$115	\$125
Jr. Staff Engineer/Planner/Scientist	\$100	\$108
Geologist/Scientist/Planner/Scheduler	\$75	\$81
Designer, Technician Manager	\$130	\$140
Graphic Designer, Technician, Junior Project Representative	\$110	\$119
Engineering Technician I	\$95	\$103
Design Aide, Engineering Technician II, Project Assistant	\$75	\$81
Office Support	\$60	\$65

Note: Rates are those hourly rates charged for work performed on a Task Order by Jacobs's employees of the indicated classifications. These rates include all allowances for salary, overhead, and fees; but do not include allowance for Direct Expenses, subcontracts and outside services.

Direct Expenses	Reimbursable Rate
Lodging	Per County Established Per Diem Rates
Travel and Mileage (IRS Allowable Mileage)	Per County Established Per Diem Rates
Meals	Per County Established Per Diem Rates
Subconsultants	Cost + 5%
Shipping, Reproduction, Equipment, Supplies, and Other Direct Expenses	Cost

Labor Classification/Title**FY23-25 Billing Rate****FY26-27 Billing Rates**

Note: Direct Expenses are those necessary costs and charges incurred to execute the work including, but not limited to (1) the direct costs of travel, transportation, meals, lodging, mail, shipping, equipment, consumables and supplies and (2) Jacobs's current rate charges for direct use of Jacobs's equipment, vehicles, laboratory supplies

Exhibit "B"
Consultant's Proposal



General Engineering Services for Okaloosa County Water & Sewer

RFQ WS 46-22

Submitted on:
July 13, 2022

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Jacobs



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25 W. Cedar Street, Suite 350
Pensacola, FL 32502
Tel +1.850.438.2740

Okaloosa County Water & Sewer
5479A Old Bethel Road
Crestview, FL 32536

RE: RFQ WS 46-22, General Engineering Services for Okaloosa County Water & Sewer

Dear Members of the Selection Committee:

We have partnered with Okaloosa County Water & Sewer (County) for two decades on projects that provide clean, safe drinking water and reliable wastewater treatment to the community. As the County continues to grow, demands on the water and sewer systems will impact supply and capacity for treatment. For projects anticipated under this on-call contract, we understand the County requests a qualified engineering firm to expeditiously perform a wide variety of professional services. **Jacobs has been and continues to be that firm.** Over the years, we have worked collaboratively with you to deliver projects on time and on budget—and we look forward to building upon our partnership. We offer the following.

We have everything needed for successful and expedited project delivery in a single source—from planning, design, and through construction. We pride ourselves on being the go-to firm for projects large and small, with the responsiveness necessary to effectively serve the County. We are the only single-entity consulting firm in the US that provides in-house master planning, engineering, construction, design-build, operations, and funding services—offering collaborative and coordinated delivery. Our deep bench of local and national technical resources has worked together to deliver a variety of projects for the County, other Panhandle communities, and beyond—providing you a single, coordinated technical team ready to deliver.

Our 20-year partnership means we know you and you know us. Through our long history with the County, we have an acute understanding of the challenges and opportunities the County will need to navigate for successful delivery of the projects expected under this on-call contract. Our Program Manager, David Stejskal, has worked as your advocate since 2008, supporting you on some of your most complex projects. Project Manager Kevin Waddell has been engaged in planning and design projects for the County's water system since 2012, providing experienced understanding and support. Project Manager Scott Jernigan has provided water and wastewater solutions for utilities in the Panhandle and knows how to deliver comprehensive treatment and conveyance projects in the area. Together, our management team will work with and lead our in-house team to bring the same responsive, dedicated service as we have in the past.

We are local—your success is our success. Like you, we are committed to improving the communities in which we live and work. Our core team is based in the Panhandle, and they are personally invested in advancing the County's interests. Our team's location provides the benefit of immediate access and attention to address project needs for this on-call contract.

We are ready to support the County in on-call general engineering services, and we are committed to timely, cost-effective, and high-quality delivery. From our Pensacola office, David will be your local and main point of contact and is authorized to represent the firm. We appreciate your consideration and look forward to hearing from you soon.

Sincerely,
Jacobs Engineering Group Inc.



David Stejskal, PE | Principal-in-Charge & Program Manager
david.stejskal@jacobs.com | 251.591.9248

Similar, Relevant Experience in the Region Offers Innovation & Demonstrated Ability to Deliver Projects on Time & Within Budget

Jacobs' extensive experience in the types of projects identified in the RFQ, in-depth regional knowledge, sensitivity to environmental and community issues, credibility with regulatory agencies, and state-of-the-art expertise in the planning, design, construction, and operational aspects of infrastructure projects provide the County a single point of responsibility for all aspects of this work.

Our commitment to the County manifests itself in our can-do, roll-up-our-sleeves approach to managing the County's time and budget objectives as if they were our own, from simplifying complexities to smoothing obstacles by working hand-in-hand with County staff.

This section includes detailed descriptions of local projects that attest to our successful performance on similar contracts, including for the County, affirming our quality of work and compliance with performance schedules and budgets. We have included many of the same staff that were involved with effectively delivering these projects on your team,

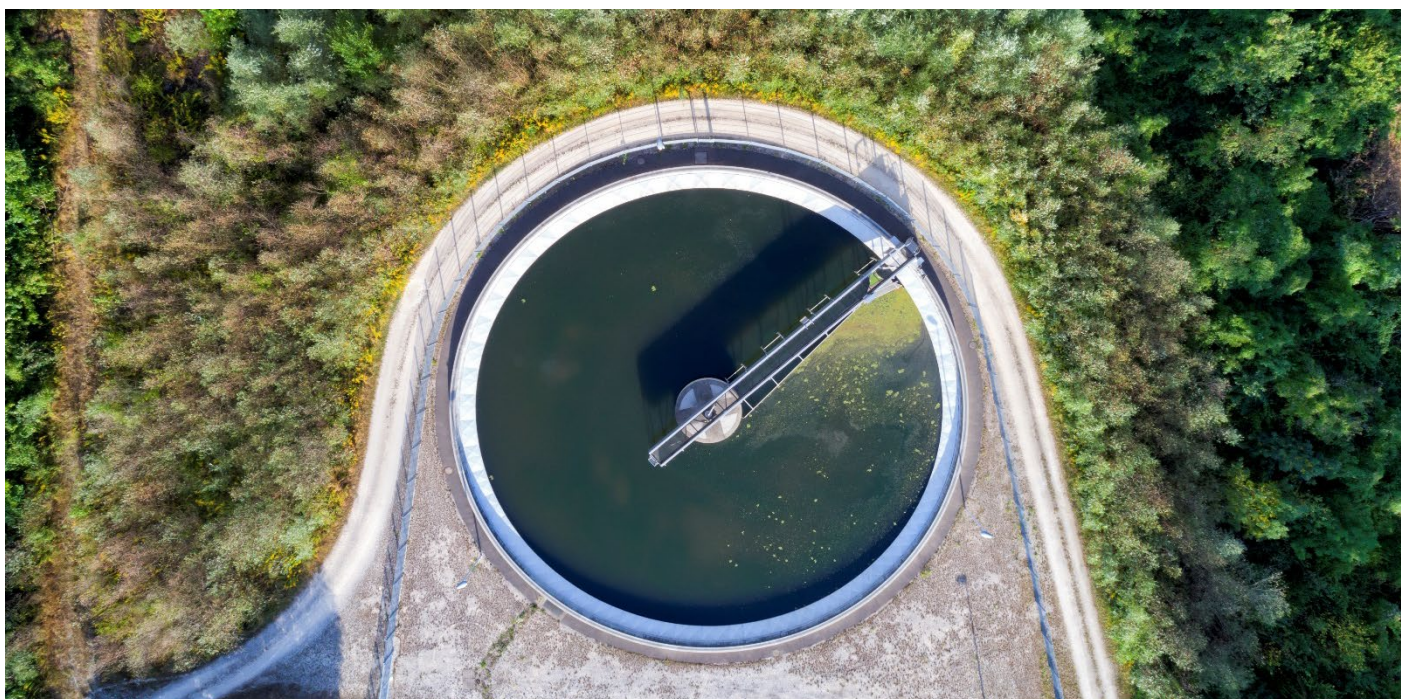
demonstrating the consistency and technical competence of our staff members to deliver the County's projects.

Proven History of Delivering General Services-Type Agreements

In addition to our project experience, Jacobs has a **proven 70+ year history of providing a variety of planning, design, and construction services for projects under general consulting contracts to our clients in the Florida Panhandle** and throughout the Southeast. Our experience with similar contracts will provide the County with the flexible, adaptable service required for each project, and the high-quality, responsive, on-time, and on-schedule performance the County expects.

Value to the County

Jacobs offers a single-entity delivery team with local experience for increased efficiency, improved delivery, lower cost, and increased quality. Our industry-leading expertise, combined with our proven past performance in the local market and regulatory and funding experience, validate Jacobs as the best partner for you to accomplish the projects anticipated under this on-call contract.



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Project Highlight | Okaloosa County Water & Sewer (OCWS) Engineering Services

Project Description

Jacobs has provided engineering services to the County for 20+ years on an array of water and sewer projects. We have successfully delivered solutions for water and wastewater infrastructure and water quality issues ranging from water main design and construction, well assessments and rehabilitations, an in-depth future water supply planning project, and extensive water distribution system water quality and hydraulic evaluations, modeling, and implementation. Following are snapshots of a few projects completed for OCWS.

Relevance to County's Contract

- ✓ Similar in size, scope & services to be performed
- ✓ Familiarity & understanding of the County's water & wastewater system, providing no learning curve
- ✓ Demonstrates proven track record of successfully delivering projects for the County



Brooks Bridge Water Main Replacement

Cost Estimate/Actual Cost: \$472,000/\$440,000

The original subaqueous water main providing water service to Okaloosa Island had a leak and was discontinued from service in 2006. Jacobs assisted the County in investigating the leak and subsequently provided planning, design, bid, and construction services to replace the water main crossing Santa Rosa Sound. In Phase 1, Jacobs performed cost and non-cost evaluations and comparisons of seven water main alignments

followed by a detailed feasibility analysis of the top three alternatives and ultimately worked with the County to select the optimal solution. The route evaluations were closely coordinated with the Florida Department of Transportation (FDOT) and the new Brooks Bridge proposed replacement design. In Phase II, Jacobs provided detailed design of the new water main, which included directional drilling of approximately 1,675 LF of 20-inch HDPE across Santa Rosa Sound along with approximately 600 LF of direct-buried 20-inch ductile iron pipe installed to connect the new water main to the existing distribution system. The project included detailed stress analysis and drill fluid pressure checks for the horizontal directional drilling crossing and construction inspection and management services.



Antioch Well Rehabilitation

Jacobs has worked with OCWS to conduct condition assessments and provide engineering expertise for the resolution of water quality and hydraulic conductivity issues for several water production wells including the Live Oak Well, Green Acres Well, and Office Well. The last well rehabilitation effort Jacobs conducted was for the Antioch Well, which increased production capacity by 58% using the slow-rate acidization (SRA) process developed by Jacobs and Complete Services. Jacobs also provided modeling and design for the selection of a new well pump. The well casing depth was discovered during the rehabilitation to be 171 feet deeper than originally designed. We believe this permanently reduced the well's overall specific capacity, thus limiting the expected improvement potential.

Corrosion Control Study

In 2017, the County exceeded the lead action level of 15 parts per billion (ppb) as dictated by the EPA's Lead and Copper Rule (LCR), resulting in the requirement to conduct a corrosion control treatment study. Jacobs worked with the County to develop a corrosion control test plan, designed the pipe loop pilot testing equipment apparatus, and provided testing assistance, data analysis, and optimal corrosion control treatment recommendations. A desktop study was also prepared to analyze the water production and distribution system to evaluate the system's water quality to determine the optimum pH range for effective lead and copper solubility control. Jacobs submitted the results and recommendations to FDEP on time before their enforcement deadline and provided responses to their request for additional information.

Highway 90 West Water Main Replacement

The County experiences waterline breaks along a segment of 8-inch water main along Highway 90 in Crestview. Jacobs is providing engineering services for the replacement of 8,500 LF of the main between Antioch Road and Old Bethel Road, along with an additional 1,250 LF of 6-inch waterline replacement. The design progressed slower than originally scheduled to accommodate the County's surveying crew's workload.

Lake Pippin Sewer Evaluation

The Lake Pippin Estates and North Lakeshore subdivisions are located within the OCWS service area adjacent to Choctawhatchee Bay. Until recently, both of these subdivisions used individual on-site septic tank wastewater treatment systems with the concern an upset or failure could result in a release of nutrients and bacteria into the Bay. Jacobs conducted an in-depth alternatives evaluation for the construction of both gravity or low-pressure sewer systems including opinion of capital and O&M cost estimates and a present-worth analysis. We also prepared conceptual design drawings for each alternative collection system along with conceptual designs of lift stations and force mains in each subdivision to convey the collected sewer back to the central sewer system. A capacity assessment via draw-down testing of the existing Whitepoint Road Lift Station was also performed. Jacobs presented at a local town hall meeting to inform the public of the need for the project and proposed improvements.

General Engineering & Modeling Services

Jacobs maintains a General Services and Water Distribution Model Support task with the County that is used to assist with small projects and evaluations such as the following:

- **Bluewater Bay Water System Well 4-Log Treatment Planning.** Performed modeling scenarios to estimate chlorine contact times to customer taps within close proximity to the Bluewater Bay Wells and used this data to prepare 4-Log Treatment calculations, monitoring procedures, and preliminary FDEP permit applications.
- **Mid-County Water System Evaluation.** Evaluated locations and selection of water system pressure boundary zone valves, prepared valve vault design drawings, evaluated the 1.25-mg fire tank operations to improve pressure issues in the Mid-County upper zone, and evaluated control strategies for taking the Live Oak Control Tank out of service.
- **West County Water System.** Proposed storage tank and water main evaluation.
- **Longwood Area.** Evaluated Poquito Road future bypass water main.
- **Northgate Well Out-of-Service Assessment.**
- **Okaloosa Island Booster Pump Station Evaluation.**

Additional Representative Projects

- Eglin Air Force Base, Taxiway 'H' Water Main Extension
- Risk and Resilience Assessment and Emergency Response Plan
- AMR/AMI Installation Services and IT Integration

Personnel: D. Stejskal (PM), K. Waddell (PM), S. Deavenport, M. Stickley, E. Svenson, L. Rentschler, Ruben Surveying & Mapping, Larry M. Jacobs & Associates

Project Highlight | City of Crestview WWTF Improvements

Project Description

Cost Estimate/Actual Cost:

Solids Handling Improvements (2021): \$4.5M/\$5.0M

Jacobs began a partnership with the City of Crestview 20 years ago when we were selected as the City's Operations and Maintenance (O&M) contractor, and we continue that partnership today to help the City provide reliable wastewater treatment to its citizens. We've assisted on multiple projects to expand treatment capacity, enhance effluent disposal quality (including permitting public access reuse capacity), and investigate alternative effluent disposal options such as sprayfields, rapid infiltration basins (RIBs), and created wetlands. Our full-service delivery, technical capabilities, and industry-leading experts, led by **Project Manager Scott Jernigan** since 2018 and supported by **Program Manager David Stejskal** since 2006, have kept the City a step ahead of development while maintaining compliance. Following are highlights of work we have done with the City.

Relevance to County's Contract

- ✓ Similar in size, scope & services to be performed
- ✓ Long-term relationship under a general engineering contract
- ✓ Improvements including process & disposal upgrades



- From planning to design to construction services to start-up and commissioning and then into facility O&M, we have brought our complete services to the City and helped provide cost-effective and high-quality treatment.
- Partnered with the City to obtain outside funding including state revolving fund (SRF) loans and NFWMD grants to fund projects.
- Led the planning, design, and funding efforts for the last four WWTP expansion projects, with the most recent including review of the treatment quality from the oxidation ditch, design of improvements for digestion and dewatering, and administration during the construction phase.
- Led the original RIB effluent disposal expansion project and currently working with the City to re-rate the existing RIBs to nearly double the disposal capacity of the RIBs from 0.63 MGD to 1.12 MGD without constructing new infrastructure. The increase in capacity will help to offset the loss of sprayfield area for the new SR 85 Bypass Road.
- Currently working with the City to provide additional treatment and disposal capacity through the RIB 6 project. This project is funded through the SRF program.
- The City has been working to refurbish the Blackwater Golf Club to provide additional amenities for residents and visitors to the area. A new lift station was needed to serve the facility and nearby neighborhoods. Jacobs worked with the City to design the lift station on a tight schedule and coordinated with City staff to develop a not-to-exceed budget for the project that was presented to City Council. With Council approval of the budget, City staff was able to procure lift station equipment early, provide notice of award immediately after the bid, and execute the contract quickly, which saved months on the project schedule.

Personnel: D. Stejskal (PM), K. Waddell (PM), S. Jernigan (PM), R. Boe, M. Stickley, G. Brubaker, C. Hueston, G. Gray, J. Scott, S. Tatman, Ruben Surveying & Mapping, Larry M. Jacobs & Associates

Project Highlight | City of Mary Esther Water & Sewer Improvements

Project Description

Cost Estimate/Actual Cost:

Package Plant Demo: \$250,000/\$185,000

Mary Esther Drive Improvements: \$2.5M/Ongoing

Oxidation Ditch #1 Rehabilitation: \$1.6M/Ongoing

In 2019, the City of Mary Esther completed a facility plan to identify needed improvements to its water and wastewater systems. The plan prioritized and divided the improvements into multiple phases, and the City selected Jacobs to assist with implementation of the rehabilitation program. The first phase included rehabilitation of the water and sewer infrastructure in the Mary Esther Drive neighborhood, demolition of the original package plant, and rehabilitation of one of the oxidation ditches and clarifiers at the WWTP. Jacobs provided design and permitting services for the improvements to each item in Phase I and assisted with funding submittals for community development block grants (CDBG) and state revolving fund (SRF) requests for inclusion (RFI). Improvements for Phase I included:

- Upgraded approximately 6,200 LF of water mains, lining of manholes, and site improvements in the Mary Esther Drive neighborhood.
- Demolition of the conventional activated sludge plant, commonly referred to as the Package Plant, at the WWTP; this basin was out of service for several years, and removal provided valuable space at the WWTP for operations and maintenance (O&M).
- Rehabilitation of oxidation ditch #1; the oxidation ditch and clarifier were out of service for several years, and rehabilitation included basin concrete repair, application of new concrete coatings, installation of new aerators, clarifier equipment, RAS/WAS pumps, and installation of new electrical gear.
- Upgraded water mains, rehabilitated gravity sewer pipes using cured-in-place (CIPP), lined manholes, and site improvements in the Azalea Park and Caswell Circle neighborhoods.

Personnel: K. Waddell (PM), S. Jernigan (PM), C. Hueston, G. Gray, M. Gund, S. Tatman, Ruben Surveying & Mapping

Relevance to County's Contract

- ✓ Similar in size, scope & services to be performed
- ✓ Long-term program focused on water & sewer rehab
- ✓ Program improvements funded by SRF



OCWS Future Water Supply Program

Owner: Okaloosa County Water & Sewer (OCWS), USACE, Mobile District

Personnel: D. Stejskal (PM), K. Waddell, S. Deavenport, Ruben Surveying & Mapping, Larry M. Jacobs & Associates



Cost Estimate/Actual Cost: \$675,000 (study)

Program Description: Jacobs developed and completed the initial phases for implementation of a plan to provide an alternative, long-term safe and secure water supply for residents of the County through partnerships with NFWMD and USACE. We worked closely with USACE and the County to develop a planning partnership that has resulted in \$900,000 in projects, a 50/50 cost shared between USACE and the County. The four phases highlighted below were completed within budget and on time, except for minor delays requested by the County to better accommodate the County’s workload.

Phase I – WTP & Raw Water Pump Station Site Selection

Investigated and evaluated site alternatives, developed preliminary layouts, and identified land acquisition needs.

Phase II – Water Needs Analysis & Treatability Study

Determined the future water supply needs for OCWS and evaluated and selected a water treatment technology.

Phase III – Extended-Period Simulation Water Quality Model

Developed a hydraulic and water quality model of the OCWS potable water system.

Phase IV – Water Supply Alternative Analysis

Compiled information from previously completed evaluation into a single comprehensive document for permit submission.

DeFuniak Springs WWTP Upgrades

Owner: City of DeFuniak Springs

Personnel: S. Jernigan (PM), D. Stejskal, K. Waddell, S. Tatman

Cost Estimate/Actual Cost: \$250,000 (consulting support)

Project Description: Jacobs has provided wastewater operations for the City of DeFuniak Springs for more than 15 years, and we have completed multiple wastewater projects for the City through that contract. Jacobs designed the installation of a new mechanical screen, replacement of the clarifier mechanism in Clarifier 1, and an upgrade to the aeration system that included high-speed turbo blowers. We also conducted a feasibility study for development of a septage receiving system. The study included process modeling, equipment selection, conceptual site plans, and preliminary cost estimates.

Jacobs partnered with our operations and maintenance (O&M) team and local contractor to provide a turn-key solution for the replacement of Lift Station 8. We provided design, permitting, construction, and start-up services through a single contract with a not-to-exceed amount, which allowed for an accelerated schedule to bring the new infrastructure into service.

MAWSS Sanitary Sewer Planning, Design, & Construction Services

Owner: Mobile Area Water and Sewer System (MAWSS)

Personnel: D. Stejskal (PM), K. Waddell (PM), S. Jernigan, G. Gray, D. Carr (PM)

Cost Estimate/Actual Cost:

Halls Mill: \$7.0M / \$7.5M

Three Mile Creek: \$18.4M / \$17.6M

Three Mile Creek SWAT: \$2.8M / \$2.3M



Program Description: MAWSS provides water and wastewater service to more than 200,000 customers with more than 3,000 miles of pipeline, more than 200 pump stations, two WTPs, and two WWTPs. The collection system is aging and experiencing excessive inflow and infiltration (I&I), overloading the capacity of the collection and treatment systems. We've worked with MAWSS since 2016 to decrease I&I and improve the system's ability to attenuate these peak wet weather flows and significantly reduce the volume of sanitary sewer overflows into the surrounding waterways.

Project highlights are described below.

- Developed a wastewater collection system model of the MAWSS sewer system and now provide on-call and project-specific modeling evaluations such as capacity assessments for future growth and upgrades
- Performed comprehensive odor studies including odor sampling, dispersion modeling, and odor forecasting for severe weather attenuation facilities
- Assisted client with presenting at several public meetings to gain community support for the projects
- Designed the Halls Mill Severe Weather Attenuation Basin consisting of 20-MG earthen basins and a new lift station with three trailer-mounted centrifugal pumps
- Designed the Three Mile Creek Severe Weather Attenuation Tanks consisting of two 10-MG prestressed concrete tanks and a 45-MGD lift station
- Provided client with fully-automated facility control and monitoring via SCADA
- Conducted a condition assessment, prepared contract documents, and performed construction inspection and management services for the rehabilitation of the Three Mike Creek SWAT 10-MG steel water storage tank



Project Description: In 2017, MAWSS began a system master plan to evaluate infrastructure assets and needs and develop a long-range capital improvement program. The following two projects were identified as high-priority needs for the treatment plants.

Wright Smith Jr. WWTP Headworks Replacement (2020)

Cost Estimate/Actual Cost:

\$7.3M/\$8.9M

Upgraded the screening and grit removal processes to improve performance and provide 30-mgd peak flow capacity. Also constructed a new screen basin with two mechanical bar screens and bypass channel, a Headcell grit removal and grit classification facility, a new submersible influent pump, and electrical upgrades.

C.C. Williams WWTP Dewatering Building & Facility Improvements (2021)

Cost Estimate/Actual Cost:

\$21.5M/\$21.8M

This new dewatering facility has a new operations area and space for four 2-meter belt filter presses, pump stations and solids holding tanks, demolition of existing operations building and primary clarifier, site security improvements, SCADA improvements, a new chlorine and sulfur dioxide handling building, and associated electrical and civil improvements. Jacobs prepared a wastewater process model of the WWTP using Jacobs' proprietary Pro2D2 modeling program to evaluate existing and future plant conditions to determine solids loadings for design.

MAWSS WWTP Upgrades

Owner: Mobile Area Water and Sewer System (MAWSS)

Personnel: D. Stejskal (PM), K. Waddell, S. Jernigan, R. Boe, G. Gray, D. Carr, S. Tatman

ECUA Effluent Disposal Alternatives Evaluation

Owner: Emerald Coast Utility Authority (ECUA)

Personnel: S. Jernigan (PM), R. Jernigan, E. Svenson

Cost Estimate/Actual Cost: \$60M estimate/Ongoing

Project Description: In 2018, ECUA began exploring alternatives to expand its effluent disposal capacity. Jacobs reviewed alternatives for additional public access reclaimed water, additional industrial partnerships, RIBs, treatment wetlands, and an APRICOT backup discharge. We developed the permit application and supporting documentation for the APRICOT discharge and submitted to FDEP. The application is currently considered complete.

Jacobs recently completed an evaluation for ECUA regarding the feasibility of underground injection control wells for effluent disposal. The evaluation included review of geotechnical conditions and groundwater characteristics, preliminary well, sizing, conceptual site plans, and preliminary construction costs. We're currently reviewing the feasibility of treatment wetlands for the Central WRF.

Following review of multiple disposal alternatives, ECUA selected infiltration wetlands as the first phase of the effluent disposal expansion program. We're currently working on groundwater modeling, conceptual modeling, and permitting for the new wetland system.

SRC/HNWS Regional Reuse Program

Owner: Santa Rosa County (SRC) / Holley-Navarre Water System (HNWS)

Personnel: D. Stejskal (PM), K. Waddell, S. Jernigan, R. Boe, M. Stickley, S. Deavenport, G. Brubaker, J. Scott, Ruben Surveying & Mapping, Larry M. Jacobs & Associates

Cost Estimate/Actual Cost:

\$30M estimate/Ongoing

Program Description:

The program is a partnership between SRC and HNWS, facilitated by Jacobs, who is serving as the design engineer for both parties. Coordinating between these two entities demonstrates our ability to promote and protect the interest of multiple parties interconnected on a single overall objective.

We initially performed an evaluation of alternative effluent disposal options including public access reuse throughout the southern end of SRC, deep well injection on Navarre Beach, and RIBs. We developed an initial alternative evaluation for development of a regional reuse system in partnership with SRC, HNWS, and the City of Gulf Breeze, using a combination of public access reuse and RIBs to meet disposal needs.

The program also includes upgrades to the Navarre Beach WWTP to provide public access reuse effluent. We designed an effluent pipeline and pump station to convey effluent from Navarre Beach WWTP and Holley-Navarre WWTP to a RIBs site, which includes two subaqueous crossings.

We prepared and obtained permits from FDEP for 7.0-mgd RIBs on the Eglin AFB property through an enhanced use lease agreement and assisted SRC with obtaining outside funding through the RESTORE Act for Phase II of the project.





Project, Location & Personnel with Significant Input	Brief Project Description & Project Value
<p>Tyndall AFB Primary Treatment, Lift Station, and Force Main DB RFP & Construction Services</p> <p>Owner: USACE Mobile District / Tyndall AFB</p> <p>Personnel: D. Stejskal (PM), S. Jernigan, S. Deavenport, M. Stickley, A. Quinones, J. Scott, S. Tatman</p> <p>Cost Estimate/Actual Cost: \$18.5M/\$20M</p>	<p>This project continued services through execution of the DB Contractor's scope by assisting with RFI, submittal review, and proposed alternatives evaluation. An Exceptional rating (the highest possible) was achieved from USACE for quality, schedule, and management. Jacobs prepared a DB RFP for primary treatment (screens and grit removal), wet-weather storage, a 4.2-mgd pump station, 6.2-mile 16-inch dual force main, integration of two small lift stations with 0.3-mile of 3-inch force main, and demolition of existing abandon WWTP facilities. The project had a compressed schedule with only 9 weeks from NTP to delivery of DB RFP documents, which was complicated by timing of performing effort during the height of the COVID-19 pandemic. We provided complete in-house services for survey, environmental, permitting, and multi-discipline design (civil, mechanical, electrical, controls/SCADA, HVAC, structural, conveyance). We also coordinated with and developed a permitting strategy for compliance with FDEP regulations for air quality, wastewater, and stormwater including FDEP, NPDES, and ERP.</p>
<p>Bay County Water Treatment Plant Evaluation</p> <p>Owner: Panama City / Bay County</p> <p>Personnel: S. Jernigan (PM), S. Deavenport</p> <p>Cost Estimate/Actual Cost: \$120,000 (study)</p>	<p>Bay County operates a surface water treatment plant and provides potable water to municipalities throughout the County. Jacobs is currently working on a hydraulic evaluation to expand the capacity of the water treatment plant by adding additional filtration and conversion of existing basins into new treatment trains.</p>
<p>Highway 231 Aerial Water & Force Main Replacement</p> <p>Owner: Panama City / Bay County</p> <p>Personnel: S. Jernigan (PM), K. Waddell, M. Stickley, Ruben Surveying & Mapping, Larry M. Jacobs & Associates</p> <p>Cost Estimate/Actual Cost: \$3.6M/\$2.7M</p>	<p>Bay County has a 24-inch water main and a 10-inch sewer force main crossing Bay George along Highway 231, which is aurally supported. The aerial supports have exceeded their useful life and the County is concerned the support structure could fail without notice. Jacobs prepared the design and assisted the County with bid phase services to replace the two utilities. The design consists of replacing approximately 2,000 LF of 24-inch water main and 1,600 LF of 10-inch force main across the bayou using horizontal directional drilling. We prepared the FDEP ERP and 404 permit applications as well as the FDOT Utility Permit on behalf of the County. Four bids were received. The second, third, and fourth bids ranged from \$3.4M to \$3.8M.</p>
<p>Crestview Antioch Tank</p> <p>Owner: City of Crestview</p> <p>Personnel: S. Jernigan (PM), S. Tatman, Ruben Surveying & Mapping, Larry M. Jacobs & Associates</p> <p>Cost Estimate/Actual Cost: \$1.5M (2019)/\$2.6M (2021)</p>	<p>Design, bid, and construction services of a 0.5-mg elevated storage tank, which encompassed hydraulic design of the tank, structural foundation design, water main piping to the interconnect with the distribution system, site improvements, and mural development for the tank.</p>
<p>Antioch Interchange Design-Build & Utilities</p> <p>Owner: City of Crestview</p> <p>Personnel: S. Jernigan (PM), S. Tatman</p> <p>Cost Estimate/Actual Cost: Cost not yet final</p>	<p>FDOT is constructing a new Interstate 10 Interchange at Antioch Road in Crestview. Jacobs is on the DB team, led by Anderson Columbia, and leading the utility relocation effort for the City of Crestview water and sewer mains. The project includes connection to utilities installed under the PJ Adams contract, design of new facilities, and coordination of</p>



Project, Location & Personnel with Significant Input	Brief Project Description & Project Value
	<p>installation so water and sewer service will remain active during construction of multiple construction phases.</p>
<p>Sewer System Infiltration & Inflow (I&I) Study Owner: USACE, Mobile District, Hurlburt Field Personnel: D. Stejskal (PM), K. Waddell Cost Estimate/Actual Cost: \$1.1M (study)</p>	<p>Conducted an extensive sanitary sewer evaluation survey (SSES) for Hurlburt Field including condition assessments and an I&I survey across the system. Also surveyed and mapped the sewer infrastructure, developed an updated geographic information system (GIS) map, monitored flow and rainfall throughout the collection system and additional groundwater level monitoring, conducted smoke testing of 63,000 LF of pipe, inspected 301 manholes along with pipe and manhole cleaning, conducted closed-circuit television (CCTV) inspections of 53,000 LF of sewer, and developed recommendations and a repair plan for the improvements.</p>
<p>Comprehensive System Master Plan Owner: Mobile Area Water and Sewer Service (MAWSS) Personnel: D. Stejskal (PM), K. Waddell, S. Jernigan, S. Deavenport, R. Boe, D. Carr, G. Gray, M. Matichich Cost Estimate/Actual Cost: \$1.1B est./Ongoing</p>	<p>Prepared a comprehensive system master plan resulting in an overall \$1.1B CIP, including \$130M at two WRFs and \$246.5M on sewer collection/conveyance. Jacobs continues to serve as overall CIP implementation advisor. As part of the master plan, we engaged an extensive team for wastewater process, conveyance technical leads, and design experts (most of whom are on our proposed team for this project), led by Engineering Lead Scott Jernigan, to conduct overall assessments and develop facility plans for each WRF, continuing through development of conceptual designs for each capital project, which are being designed and constructed by Jacobs and other consultants. The evaluation included identifying WRF needs based on regulatory requirements, asset condition, operational challenges, and development of a comprehensive CIP, which included developing conceptual design and cost estimates for identified projects. We evaluated the sewer collection system, lift stations, and large force mains including dynamic simulation modeling to address capacity of the largest force main, which conveyed flow to the primary WWTP from multiple lift stations. We worked with management and operations staff to identify WRF needs and develop concepts to improve operations without added complexity. We also developed a comprehensive evaluation of funding alternatives for short- and long-term CIP, which was led by Project Funding Solution Lead Mike Matichich and included SRF, WIFIA, environmental bonds, revenue bonds, and others. We developed detailed capital outlay, incorporating existing debt, O&M cost, and rate increases to determine funding capacity, then tailored the CIP to meet available funding. We helped negotiate with ADEM to fund for the first 5-year CIP through SRF (\$165M).</p>



Exhibit 2.1. Jacobs brings proven experience in all the requested services in the RFQ, which will contribute to each project's success through this on-call contract.

Relevant Project Experience Summary

	Potable Water Wells	Tanks	Booster Stations	SCADA	W/WW Plants	Disposal Systems	Lift Stations	Water/Sewer Mains	Reclaimed Water	AMI	Odor Control	I&I / SSES	Lead & Copper	Master Planning	Modeling	Design Build	Funding	Permitting	Presentations
Okaloosa County Engineering Services , Okaloosa County, FL	■	■	■	■	■		■	■		■			■	■	■		■	■	■
City of Crestview Wastewater Facility Improvements , Crestview, FL		■		■	■	■	■	■	■			■		■	■		■	■	■
City of Mary Esther Water & Sewer Improvements , Mary Esther, FL	■			■	■			■				■			■		■	■	
Future Water Supply Program for Okaloosa County Water & Sewer , USACE Mobile District, Okaloosa County, FL	■	■	■	■	■			■						■	■		■	■	■
DeFuniak Springs WWTP Upgrades , DeFuniak Springs, FL	■			■	■	■	■	■	■			■		■				■	
MAWSS Sanitary Sewer Planning, Design & Construction Services , Mobile, AL		■		■			■	■			■	■		■	■			■	■
MAWSS WWTP Upgrades , Mobile, AL				■	■		■	■							■			■	
ECUA Effluent Disposal Alternatives Evaluation , Pensacola, FL					■	■	■	■	■					■	■			■	
Santa Rosa County Regional Reuse Program , Santa Rosa County, FL			■	■	■	■	■	■	■			■	■	■	■		■	■	■
Tyndall AFB Primary Treatment, Lift Station & Force Main DB RFP & Construction Services , USACE Mobile District, Bay County, FL				■	■		■	■		■				■	■	■	■	■	■
Bay County WTP Evaluation , Bay County, FL		■	■	■	■									■	■				
Bay County Hwy 231 Aerial Water & Force Main Replacement , Panama City, FL								■										■	
Crestview Antioch Tank , Crestview, FL	■	■		■				■									■	■	
Antioch Interchange Design Build & Utilities , Crestview, FL								■								■		■	
Sewer System Infiltration & Inflow Study for Hulburt Field , USACE Mobile District, Hurlburt Field, FL							■	■				■			■				■
MAWSS Comprehensive System Master Plan , Mobile, AL	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■		■

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Full-Service Capabilities in Planning, Design & Construction — Offering the County Streamlined Delivery of On-Call Projects

When it comes to utility infrastructure, we develop projects to cost-effectively meet the current needs of our clients but also consider scenarios for long-term use. We have a suite of software and tools that can be used to estimate life cycle costs, optimize treatment processes and energy usage, and/or develop interactive schedules to benchmark performance. We also review key drivers for a given project to define regulatory issues, identify schedule needs, and develop capital budgets. We can advise clients on delivery methods such as the traditional design-bid-build model or alternative delivery methods such as progressive design-build. For a given project, the advantages of the different project delivery frameworks can be discussed, then compared to the project's primary drivers and a delivery strategy can be developed to best meet the needs of the County.

Water & Sewer Engineering Services

Water issues are becoming increasingly prominent as we struggle with disparity between water availability and demands, water pollution, and competition for limited water resources. At Jacobs, we recognize these challenges, and our engineers, scientists, and planners are working together with clients to find the right solutions to their water challenges.

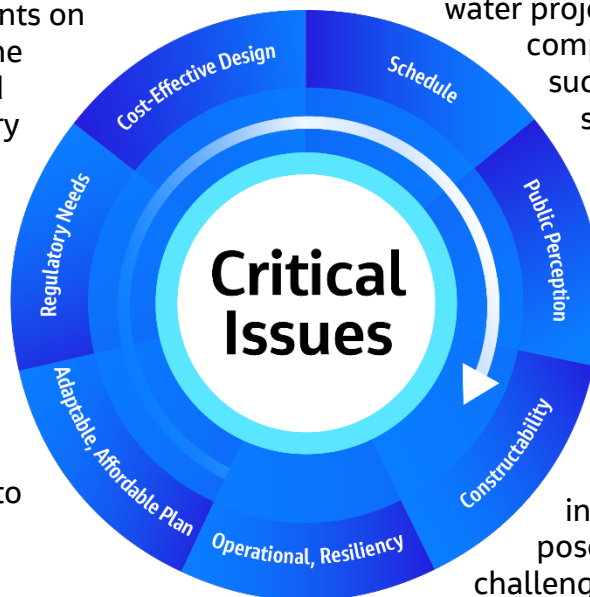
As water issues intensify, so does awareness of the effects of water management decisions. Decisions at one point in the water cycle affect all the others—from water supplies to treatment, conveyance, wastewater treatment, reuse, and return to the natural environment. Whether treating, distributing, or storing water, Jacobs reaches across

boundaries and collaborates to successfully deliver customized, innovative solutions.

Drinking Water & Reuse

By staying on top of the most advanced drinking water and reuse treatment technology, we continue to move the industry forward. Whether it's designing an advanced water treatment facility or implementing an innovative potable water reuse program, we're not just treating water, we're giving communities, industries, and regions the resources they need to flourish and expand.

Our integrated comprehensive services, which consider a triple-bottom-line focus and a One Water mentality, allow us to move complex water projects from concept to completion and operation—successfully delivering the right solutions for our clients.



From water supply planning and water quality issues to conveyance and water treatment plant design, we have the County's potable water needs covered. Changing regulations, aging infrastructure, system security, rising costs, and increasing customer demands pose new and complex challenges. From system master planning to treatment plant design to distribution systems, we can assist the County with your drinking water-related project needs.

Our approach to water distribution projects recognizes that reliable, energy-efficient design and operation are a priority for water distribution systems, particularly as the need to conserve water and reduce non-revenue water in the system takes on greater importance. Many water distribution systems are aging and sometimes failing; at the same time, funding has been severely constrained for rehabilitation and expansion. To compound pressures, regulations are in effect to control water quality through distribution systems to the tap. We have conducted many successful studies that identified weaknesses in distribution systems and provided



Jacobs has implemented more than 500 reuse projects around the world, including numerous projects in Florida—all of which give us the unparalleled depth of experience to deliver success. We're currently working on the reuse system expansion for Santa Rosa County, the City of Crestview, and ECUA.

economic solutions. Inefficiencies in water distribution, including inefficient pumps and motors, leaking distribution pipes, and losses in unmetered customer homes and industries, can result in high operating costs and losses of valuable water resources.

Our solutions focus on remedies that can largely or totally offset the cost of improvements through increased efficiencies and reduced operating costs. We use GIS to develop, integrate, analyze, and depict water utility facilities. Existing digital data are easily displayed for engineers, utility managers, and governing bodies, which then are better able to optimize, rehabilitate, and extend the useful lives of major capital facilities. Hydraulic system models that are integrated with GIS are now our standard way of planning, designing, and managing water distribution system infrastructure. The efforts to increase facility efficiency help reduce the need for additional facilities or phase operations over longer periods of time, which in turn lessens rate impacts.

Wastewater

Jacobs is a leader in the wastewater industry and our leadership offers more than the firm's size and our broad geographic reach. It also means we are on the leading edge of new developments in wastewater treatment and conveyance system technologies, which includes treatment, biosolids handling, effluent disposal, capabilities in conveyance system layout and optimization, capital improvement project prioritization, scheduling, cost estimating, and financing.

Our success in the wastewater treatment field is founded on the consistent ability to recommend treatment technologies, process optimization, and training based on the

nature of wastewater to be treated, client needs, and the level of treatment required.

When client needs exceed conventional technologies, we develop alternative or innovative applications of proven technologies to provide solutions, as evidenced by the following examples:

- We have been responsible for a broad range of wastewater facility expansions and upgrades locally and around the world
- We have delivered benchmark wastewater facilities across the US, ranging from small 1-MGD to more than 100-MGD facilities
- We have technologists with expertise in technical areas, including processing, stabilization, resource recovery and beneficial reuse, odor control, and air quality

For decades, Jacobs has delivered successful wastewater treatment projects including residuals processing and management and providing residuals management solutions to clients around the corner and the world.

Our delivery project approach for complex WWTP projects is multi-faceted and uses innovative production techniques such as advanced facility pre-designs, process and instrumentation diagrams, 3D modeling, and constructability and operability reviews to determine optimal treatment processes and basin footprints. Using these techniques—with the end goal of plant operations in mind, allows us to complete projects with a minimum of last-minute changes while keeping the County fully informed.

We also have extensive experience in designing wastewater pump station and transmission pipelines, ranging from the simplest to the most complex transmission systems. Our analyses and designs have accommodated operating pressures ranging from 50 to 250 pounds per square inch, pipelines ranging from 6 to more than 100

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inches in diameter, and a variety of pipe materials. We have expertise with numerous hydraulic modeling software packages and specialized proprietary modeling tools, such as Replica Planner and Replica Operations, to conduct sophisticated dynamic modeling and optimization analyses to evaluate the most cost-effective solution.

Water Resources

Population growth, increasing demands for water and energy, reduced water supply reliability, climate uncertainty, extreme weather events, decline in critical ecosystems services, changing regulatory environments, and the need for sustainable food security for our global population have created an increased need for integrated, scalable, system-level solutions.



4G Ranch Wetlands, Pasco County, FL. Jacobs provided a full range of design, permitting, and construction services for the multi-award-winning, 175-acre groundwater recharge wetland system—the largest of its kind in the world—to revitalize and restore the ecology of the Upper Floridan Aquifer, which supports more than \$7.5 billion in agriculture and provides drinking water to 10 million people.

Jacobs is leading the development and implementation of fully integrated solutions to help our clients manage these kinds of complex environmental challenges, where active management of the built and natural components of the water cycle are key to water sustainability. Our engineers, scientists, and planners work with clients to improve the well-being of people by identifying solutions to manage risk, protect people and assets, meet regulatory requirements, and offer long-term resilience against further variability and change.

As our world struggles with balancing water availability and demands, water pollution, competition for limited water resources, and vulnerability to natural hazards, we work with clients around the globe to better manage our world's water resources and make our water systems more resilient to climate change—because we believe it's important that communities have safe, reliable water infrastructure now and in the future.

Conveyance & Storage

Leading major conveyance, storage, and tunnel programs around the world, Jacobs continues to be recognized as a gamechanger in trenchless technology, **ranked No. 1 by *Trenchless Technology* for the past six years.**

From the conveyance and storage of treated and raw water to the collection of wastewater, reclaimed water, and stormwater, we provide a variety of urban conveyance and storage solutions for projects of all sizes, incorporating sustainability and adapting to changing environmental conditions in every project.

Digital Water Solutions

Utilities, public works organizations, cities, and other government agencies look to us for intelligent water solutions capable of providing insight into their operations; opportunities to use their resources more efficiently and improve their customer service, infrastructure security, back-end information systems, and service delivery/effectiveness.

Our intelligent water solutions—from smart meters to digital twins and the technologies in between—allow our clients to make the most of what they have or do more with less. Around the world, we've helped clients protect their assets, improve efficiency within their organizations, make wise decisions, and more fully leverage their existing information systems.

Harnessing the power of technology and connectivity, we provide services to transform big data into actionable information that helps utilities address increasing regulatory pressures, aging workforces, failing infrastructure, and climate change. By taking the guesswork out of what's really happening within a water system, utilities gain the

knowledge they need to optimize performance and make rapid decisions to keep our world safe and improve the efficiency of our water networks.



Smart Water Meter Pilot, Gwinnett County, GA. As part of a pilot study team with Gwinnett County Dept. of Water Resources, we're deploying cellular technologies and a system of 450 sensors that better manage water loss and track water usage, helping achieve zero downtime and 100% cellular service reliability.

Sanitary Sewer System Modeling

Jacobs' technologists are experts at developing reliable hydraulic models of wastewater collection systems. These hydraulic models are the tools by which the County can assess system capacity, allowing evaluation of the system for the most cost-effective infiltration and inflow (I/I) control, sewer system upsizing, or storage of excess flows. They can also be the framework for real-time control, real-time operations, and optimization of the system and for evaluation of new development connections. **We've conducted studies and master plans for more than 3,000 clients.**

Our record of delivering wastewater system evaluations provides the County with the right experience to produce an evaluation that will successfully address the County's capacity goals. We've built a record of successfully partnering with municipalities on wastewater collection system capacity evaluations, master planning, and wet weather programs. From the early days of the U.S. Environmental Protection Agency (EPA)-funded facility planning studies—to current innovative programs to optimize collection system capacity through the best combination of operational and capital investments—to recovering capacity by identifying and recommending solutions for reducing and controlling wet weather I/I, we provide clients

across the country with strategic solutions. We have **delivered more than 75 modeling projects over the past 5 years** involving flow monitoring, hydraulic modeling, long-term wastewater conveyance master planning, I/I investigations, sewer system evaluation survey (SSES), and wet weather sanitary sewer overflow (SSO) control programs. Our local experience includes a sewer model for four sewer basins for the City of Fort Walton Beach, a sewer model for the Mobile Area Water and Sewer System (MAWSS), and a sewer model for Hurlburt Field AFB.

Water & Reclaimed Water System Modeling

For water system modeling, Jacobs has extensive experience, especially in the Southeast, preparing, updating, and analyzing potable and reclaimed water system models. Below are examples of potable water system models we have developed or are developing in Alabama and Northwest Florida:

- Extended period simulation and water quality model for the Okaloosa County Water & Sewer Department (through partnership with USACE Mobile District)
- Extended period simulation and water quality model for Mobile Area Water and Sewer System, AL
- Extended period simulation and water quality model for the Montgomery Water Works and Sanitary Sewer Board, AL
- Extended period simulation and water quality model for the City of Auburn, AL
- Distribution system model for the City of Fairhope, AL

We have extensive experience and multiple licenses for the major water modeling software programs, including Innovyze's InfoWorks WS, and InfoWater and Bentley's WaterCAD, WaterGEMS, and HAMMER. We also use EPANet and KYPipe based on client preferences. Jacobs prepared a model using WaterGEMS for the City of Fort Walton Beach's reclaimed water system as a part of its reclaimed water feasibility study to assist with forecasting water usage and planning.

Water & Wastewater Planning

Jacobs has the capability to provide the County with comprehensive planning services



related to overall utility management, including water, wastewater, stormwater, and reclaimed water. We have provided numerous regional clients with various rate and financial services, including water, wastewater, and reclaimed water rate studies and fee analyses; cost of service, bond feasibility, and reuse feasibility studies; irrigation rate analyses; and bond engineer’s reports. As a firm, we can carry out nearly any financial or economic study and can assist the County with a wide range of feasibility studies.

We have conducted water, wastewater, and reclaimed water rate analyses for municipalities throughout the Southeast. We have also worked on retail and wholesale cost of service studies for water and wastewater for clients such as the City of St. Petersburg and Navarre Beach Utilities. For Navarre Beach, we developed a multi-rate model and financial planning tool with a graphical interface for real-time scenario analysis, integrating variables such as interest rates and innovative financing approaches.

We are a single-source firm that will conduct studies, including field crews for monitoring and inspection, office staff who develop the models to analyze impacts, and our senior technical consultants who bring decades of experience and industry-leading analysis.

Relevant Project Experience

Detailed project examples of our relevant experience can be found in **Section 2 Past Record of Professional Accomplishments**.

Relationship of Cost Estimates by the Firm to Actual Costs on Previous Projects

Information on cost estimates compared to actual costs for the project examples provided can be found in **Section 2**. We further discuss managing and meeting budget requirements in **Section 4 Performance Assurance**.

Leading Edge Tools & Technology

Jacobs offers a full suite of in-house specialty tools and off-the-shelf software (**Exhibit 3.1**). We use these tools to provide seamless transition from one project phase to the next—from planning to design and into

construction—ensuring optimal project delivery. These tools assist in the robust testing in alternatives, add efficiency in design, and facilitate communication and project understanding. We also provide advanced technologies, including digital technologies, data analytics, and 3D visualization/virtual reality.

Tools	Purpose	Value Added
Digital Twin	Real-time digital counterpart	Creates an intelligent, digital replica to optimize performance, gain insights, and reduce costs
REPLICA Operations	Hydraulic analysis and controls strategy testing platform	Provides dynamic simulation and optimization of WTPs and WWTPs and distribution systems
Pro2D2, SUMO, BioWin	Process design calculations	Efficient and accurate process design and alternate scenario evaluations
Bentley WaterGEMs, SewerGEMs, HAMMER, Innovyze & Others	Distribution and collection system models	Modeling of large distribution and collections systems and transient analysis
Sketch-up	3D visualization	Planning / schematic modeling software for visualizing alternatives before detailed modeling
CPES	Parametric cost estimating	Rapid evaluation of alternative capital and life-cycle costs and greenhouse gas evaluations
Timberline	Definitive cost estimating	Linked to extensive cost database
Bentley Plant Modeler	Design production and reviews in 3D and virtual reality	Full suite of integrated 3D CAD and visualization tools that can identify equipment interface and potential conflicts

Exhibit 3.1. Design and modeling software used for optimal project delivery.

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SCADA systems have become vital to the operation of utilities, and Jacobs is currently working with utilities throughout the region to upgrade and protect SCADA systems. Our new Birmingham location will house a fully-integrated SCADA lab for programming and testing. We have also installed new hardware in the Pensacola Office that allows us to program and troubleshoot SCADA systems for select clients in Florida.

We're Committed to You. We're Available. Our Resources are Yours.

Program Manager David Stejskal and his support team are committed and available to serve the County. Supporting your projects since 2008, David understands this contract's significance and schedule expectations. Our Panhandle staff, representing the largest water / wastewater team in the area, and our deep bench of regional / national resources provides us capacity, capability, and technical expertise to deliver on-call projects while meeting schedule, budget, and quality expectations. Our commitment to the successful delivery of projects under this contract is outlined in **Section 4**, which includes a current workload statement and availability of assigned personnel.

We Do Things Right.

We always act with integrity—taking responsibility for our work, caring for our people, and staying focused on safety and sustainability. Our ethics and code of conduct are rooted in our values and provide the standards and support to help us successfully navigate issues, make the right decisions, and conduct our business with the integrity that reflects our heritage and ethical reputation.

#2 World's Most Admired Company, Engineering, Construction category

Fortune Magazine

Trusted Partners. Long-Term Relationships.

We have earned the reputation as one of the world's leading engineering, construction, operations, management, and project delivery firms, but we have also established our commitment to continually serving our

95% of our work is repeat business

clients, large and small, in the Florida Panhandle for the past 30 years including Okaloosa County for the past two decades. We serve each of our clients with a personalized approach to identify and anticipate their

ever-changing needs. Exceeding our clients' expectations allows us to develop strong partnerships with our clients and continually provide repeat services.

Technical Education & Training

At Jacobs, every day is an opportunity to make the world better, more connected, more sustainable. We're committed to bringing innovative solutions that lead to profitable growth and shared success for our clients. Our employees regularly attend seminars, conferences, and trainings to be at the forefront of the newest technologies, trends, and regulation changes. Details on our team's credentials can be found in **Section 6**

Proposed Project Team and Work Proposed.



Jacobs' Alabama, Mississippi & Northwest Florida team at the 2022 AL/MS Water Conference

Flexible, Adaptable Approach for Each Project—Delivered through High-Quality, Responsive, and On-Time/On-Schedule Performance

At our core, we are a project delivery firm whose ultimate goal is to deliver projects that meet or exceed expectations from a quality, schedule, and budgetary perspective. Our team's work with the County and other clients, as noted in **Section 2**, demonstrates our commitment to comply with this goal. All our work for the County has been completed on time and on or below budget, all while maintaining the quality expected of us.

Demonstrated History & Willingness to Meet Schedule & Budget Requirements

The best indication of a firm's ability to achieve schedule and budget expectations is to look at previous work. We have a demonstrated history of achieving these expectations not only for the County, but for our other clients as well. At Jacobs, we view meeting schedule and budget as a success only if they're met with quality delivery.

For this reason, we engage our subject matters experts (SMEs) early and often in all assigned tasks. Whether bringing an alternative approach to get the Antioch Well back on-line, engaging with the USACE Mobile District to foster a partnership with you to advance your future water supply planning, or ensuring the successful completion of a directional drill under the Eglin AFB main runway, we lean on these proven success stories as proof of our ability to deliver projects on schedule and budget, with the quality and collaboration necessary to make sure the final product serves the County and its citizens well into the future.

Outside of our work with the County, **Section 2** highlights several projects where we successfully met these same expectations for other clients, including a record of cost control and alignment. No matter the task, our role in project delivery starts at project initiation as we'll coordinate with you to understand the concerns, needs, budgetary constraints, and desired outcomes to better serve you and provide the quality work you expect.

"It has been a privilege to partner with the staff at Okaloosa County since 2008. I value this client relationship and am excited to offer my previous experiences with the extensive experience of the Jacobs Team to continue to assist the County into the future."

- David Stejskal, Program Manager

Past Water & Sewer Examples

Below are a few past examples to show our history and willingness to meet schedule and budget requirements.

Okaloosa County GES

We have completed all our projects with the County on or under budget, and we expedited project delivery to meet the County's project-specific needs as requested, whether from regulatory or operational factors. We understand the time constraints the County encounters on various projects and the driving factors for each and believe this is shown in our history of providing timely on-call engineering services during the County's time-critical operations.

On-call engineering tasks where we expedited the work and/or engineering recommendations to the County include modeling the Garniers water system to determine an operating strategy to improve water supply to the Northgate area when the Northgate Well was suddenly taken out of service; evaluating and providing recommendations for the repair of the County's 30-inch water main supplying the Garniers system from Mid-County following a water main break in the middle of a directional bore; and providing modeling assistance to evaluate temporary water service impacts to Eglin AFB. The damage to the 30-inch main was a critical main break that required "all-hands-on-deck" cooperation between the contractor, Jacobs, and the County to replace the water main and restore water service.

Additional recent project examples are listed on the following page in more detail.

Bluewater Bay 4-Log Treatment Analysis

Bluewater Bay Well #3 and Well #4 had recurring total coliform detection, requiring them to be taken out of service for cleaning and disinfection. Jacobs assisted the County with the conversion of the wells to 4-log treatment under the concern that both wells may require simultaneous shutdown. The design and permitting effort was time-sensitive, as the County needed to implement the conversion before the next water quality testing cycle in the event total coliform was detected for a second month in a row. We modeled the system to prepare 4-log treatment CT calculations, prepared a monitoring plan and site plan drawings, and prepared and submitted preliminary permit applications to FDEP for review and preliminary approval.

Ultimately, both wells did not require simultaneous shutdown, so the County did not have to execute and convert to 4-log treatment. We continue to assist the County in constructing the monitoring equipment to be proactively prepared if the issue arises again.

Shalimar Flushing Plan

In June 2022, the County's lead water operator contacted Kevin Waddell, one of our project managers for this on-call contract, on a Friday afternoon regarding customer water complaints of oil being present in the Shalimar service area water system. The County was committed to flushing this area on the upcoming Monday evening. Jacobs assisted in using the model to evaluate a flushing plan to verify adequate flushing velocities were achieved along 9th Avenue and south along 3rd Street. Understanding the criticality of this event, we conducted the analysis and prepared a detailed flushing plan, including a hydrant flushing sequence with needed valve closures and well operations for each hydrant to be flushed. The flushing plan encompassed the areas of concern and was submitted to the County prior to the operations meeting at noon on Monday as requested.

HDD Design & Interoffice Collaboration

As shown on our organizational chart, we have the flexibility to use resources

throughout the Southeast to deliver solutions for the County. Our delivery team is fully integrated, and we can work seamlessly between our offices. For example, Mike Stickley is one of many key resources out of our Birmingham office who routinely supports projects in the Panhandle. He has extensive knowledge and experience in water and sewer main design and rehabilitation, and Mike has worked with the Pensacola office on multiple Okaloosa County projects. He has also worked on conveyance and horizontal directional drill (HDD) projects for ECUA, Santa Rosa County, and Bay County, so he understands the nature of work in our area.

Mike played a key role in the alternatives evaluation and design of the Brooks Bridge Water Main Replacement via HDD. Our team engaged the County early in the planning and design phases to deliver a successful project on time and under budget. During the planning phase, we estimated the HDD contractor's portion of the project to be \$550,000 for budgetary purposes. Upon further progression through the design phase, Jacobs provided updated cost estimates that were within 8% of the contractor's bid amount. The planning and design documents were delivered to the County on time and budget, and we assisted with construction administration through the closeout of the project.

This design team recently completed the design and bid phase services for Bay County for the critical replacement of an aging, aerially supported water main and force main along Highway 231. The replacement utilities, consisting of approximately 2,000 LF of 24-inch FPVC water main and 1,600 LF of 10-inch FPVC force main, were designed to be directionally drilled across Bayou George. Because of the high importance of the project, the client requested an accelerated schedule for complete design drawings to submit for permitting through FDEP and FDOT. During the design of the new pipelines, the geotechnical driller encountered a rock layer that could not be penetrated that delayed completion of the work, which in turn, delayed the project. Jacobs quickly identified a new geotechnical drilling approach and worked with the County to establish a new

delivery schedule incorporating the additional geotechnical work and completion of the permitting process. A schedule extension was awarded, and we completed the design documents for FDEP and FDOT permit applications prior to the new deadline.

At the initiation of the project in mid-2021, Jacobs estimated the construction to cost to be approximately \$2.7M but noted the price of materials was fluctuating greatly. Additional cost estimates were provided throughout project delivery with the engineer's estimate at bid time being \$3.9M including a project contingency. Four contractors bid on the project. The second, third, and fourth bids ranged from \$3.4M to \$3.8M, and the low bidder came in at \$2.7M. Bay County received the project on budget for both construction cost and engineering fee.

We're currently working with Santa Rosa County on the Regional Reuse Project for the design of a new effluent disposal site including a new 6,000+ LF directionally drilled force main crossing Santa Rosa Sound. Our design team, with Mike Stickley leading the effort, delivered a quality planning and preliminary design in Phase I of the project on time and on budget. We met the client's needs and expectations and were selected for Phase II of the project to prepare detailed design and ready-for-bid documents.

Current Workload & Commitment to Okaloosa County

We value our **20+ year relationship with the County and are committed to providing quality service and expertise.**

The County has a talented team, but your time available to dedicate to every project and facility need has limits. You have multiple projects and issues to deal with on a given day. Jacobs desires to continue to use and increase the use of this General Engineering Services agreement to assist the County by supplementing your in-house capabilities.

Staffing a task order contract requires a firm with the capacity to balance existing workload of contracts with requests and task orders issued by the County. With more than 58,000 employees worldwide, including 480 in the Florida Panhandle, and more than 8,800 staff

in the Southeast, Jacobs' capacity, diversity in skills, and technical expertise allows us to draw upon staff that **align with any request the County may have—ensuring the right people at the right time for a specific task request.** Our extensive "reach-back" staff resources are available to support the County's every need and will be utilized as needed to achieve project success. The team we have proposed will be the team that works on your projects.

We're fully committed to you to deliver the requested services for this contract and have the resources to add capacity to meet any schedule.

Firm's Capacity to Perform Future Work

The main office and key project team supporting the County is located in Pensacola, with supplementary, available team members located throughout the Southeast. Jacobs' Pensacola project team has increased its staff count more than six times over the past 10 years to effectively service the County and other local clients. Locally, we have expertise in the engineering disciplines of civil, environmental (including water and wastewater treatment, conveyance, and disposal), structural, SCADA and I&C, regulatory and funding, modeling, coastal engineering, and GIS.

Within the region, we have support expertise available to assist the County based on project-specific needs in the fields of architectural, electrical, geotechnical, and HVAC, as well as industry senior technology experts in specialized sectors of water and wastewater treatment, conveyance, and distribution. Between the availability of the project team and the extension of other local, regional, and the 58,000+ total company staff, we have the manpower to effectively and quickly serve the County to meet specific project needs.

Key Personnel Workload & Availability

Exhibit 4.1 displays our key personnel's experience aligned to the services requested and their projected workloads—demonstrating our ability to meet project goals and schedules.



Exhibit 4.1. Key Personnel Workload/Availability % & Experience Related to Services Requested in RFQ.

Project Team	Potable Water Wells	Tanks	Booster Stations	SCADA	W/WW Plants	Disposal Systems	Lift Stations	Water/Sewer Mains	AMI	Odor Control	I&I / SSES	Lead & Copper	Master Planning	Modeling / GIS	Funding	Permitting	Environmental Cons.	FY 2023 Q1/Q2	FY 2023 Q3/Q4	FY 2024	FY 2025
	David Stejskal, PE	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	50	50	50
Kevin Waddell, PE	■	■	■	■	■	■	■	■		■	■		■	■	■	■	■	80	100	100	100
Scott Jernigan, PE	■	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	60	70	75	80
Sarah Deavenport, PE	■	■	■		■		■	■		■		■	■	■	■	■	■	70	80	100	100
Randy Boe, PE					■	■	■	■		■	■		■	■		■	■	50	50	75	75
Mike Stickley, PE	■	■	■		■		■	■	■	■	■		■	■		■		60	75	80	80
Erik Svenson, PG	■	■	■		■	■		■				■	■	■		■	■	45	45	60	75
Greg Brubaker, PE					■	■	■	■					■	■		■	■	45	50	80	80
Craig Hueston	■		■	■	■		■		■									60	60	80	80
Arvind Narayanan, PE								■						■		■	■	60	80	80	80
Ken Dane, PE		■	■		■		■											50	75	100	100
Gregg Gray, PE, PMP	■		■	■	■	■	■						■					60	75	100	100
Augustin Quinones, PE	■	■	■	■	■	■	■	■					■					60	60	75	85
Mike Gund, PE	■	■	■	■	■	■	■	■					■			■		50	60	100	100
David Carr, PE	■	■	■	■	■	■	■	■			■		■		■	■		40	50	100	100
Jeremy Scott								■					■		■	■	■	60	60	80	80
Tanya Gallagher, PhD									■				■	■	■	■	■	60	100	100	100
Mike Matichich													■		■	■		50	50	80	80

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A Partnership to Complement the County's In-House Capabilities with Demonstrated Ability to Meet Your Goals & Objectives

Jacobs has worked throughout the Panhandle for more than 25 years, and we've worked with the County for more than two decades. Because of our long working history with you, we understand the County's goals to develop resilient infrastructure that will provide a high level of service to your water and sewer customers. Our team has the ability to support the County for any task that would fall under this contract as outlined in the RFQ.

Understanding of the Work to Be Performed

Jacobs has the knowledge, ability, and desire to perform the following work for the County as requested within the RFQ:

- **Preparation of plans, specifications, and contract documents.**
- **Construction Services.** Jacobs has the ability to assist the County throughout the bidding and construction phases of projects including construction management and contract administration through our experienced project managers; construction inspections by knowledgeable inspectors and technical leads as needed; and the development of as-built records and coordination of project completion certifications.
- **Design-Build Services.** Jacobs has provided design-build services to clients throughout Florida and across the country, serving as either Owner's Representative or Design-Builder for more than \$6B in design-build projects.
- **Presentations.** Jacobs' role is to provide engineering services to the County and the community it serves. In this role, Jacobs will support the County by presenting to the Board of County Commissioners and/or the general public as needed.
- **Grant/Loan Acquisition and Grant Administration.** Assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding including FDEP, FDOT, FDEO, NFWFMD, EDC, SRF, USDA FEMA Building Resilient Infrastructure and Communities (BRIC), NOAA Coastal Resilience Grants, National Fish and Wildlife Foundation Grants, Water Infrastructure Finance and Innovation Act (WIFIA), Recreational Trails Program, Community Development Block Grants (CDBGs), Rural Development Funding, and Transportation Equity Act (TEA)-21 Program.
- **Environmental Consulting.** *Engineering News-Record (ENR)* lists Jacobs as the #2 ranked environmental engineering firm, showing we have the resources to provide solutions to any environmental consulting needs.
- **Engineering Studies and Design.** Jacobs has the experience needed to prepare studies and detailed design of any water and sewer infrastructure including potable water wells, tanks, booster stations, SCADA, water and wastewater treatment plants, disposal systems, lift stations, water and sewer mains and services, reclaimed water infrastructure, and other components of the water distribution and wastewater collection system.
- **Surveys.** Jacobs has in-house resources to provide survey services. However, we routinely partner with Ruben Surveying and Mapping to provide an efficient and cost-effective solution and will self-perform surveys on project-specific cases where it is cost advantageous to the client, such as for environmental assessments.
- **Cost Estimating.** Our estimating team continuously monitors industry prices and stays ahead of the curve with market trends to provide accurate and market value-appropriate estimates.
- **Permitting.** Jacobs has obtained necessary federal, state, and local governmental agency permits through agencies such as FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB.



Compliance with RFQ & Protocols

Our statement of qualifications is organized to directly respond to each of the items listed in the RFQ. **Exhibit 5.1** outlines the scoring criteria and the corresponding section(s) of our SOQ that addresses each area.

Exhibit 5.1 RFQ Compliance.

Scoring Criteria	Addressed	Section(s)
Adherence to RFQ / Commitment to County		
<ul style="list-style-type: none"> Responsiveness of proposal Location of lead office for contract Understanding of work to be performed for County History and willingness to meet schedule and budget requirements Current workload and firm’s capacity to perform future work Legal authority to do business in State of Florida State of Florida licensing/registration qualifications of firm and key personnel Completed forms required by RFQ 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ 	<ul style="list-style-type: none"> Entire proposal Section 1 Sections 2, 3, 4, 5, 6 & 7 Section 4 Sections 4 & 6 Section 10 Section 10 Section 10
Experience		
<ul style="list-style-type: none"> Past record of professional accomplishments Experience with programs similar in size/scope Experience with projects outlined in RFQ Relationship of cost estimates by firm to actual costs on previous projects Expertise and experience in utilizing various design/modeling software History of compliance with permitting requirements working with FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB Experience with grant/loan programs through FDEP, FDOT, FDEO, NFWFMD, EDC, SRF, USDA, and other agencies 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ ✓ ✓ 	<ul style="list-style-type: none"> Section 2 Section 2 Sections 2, 3, 4, 6 & 7 Sections 2, 3 & 4 Section 3 Section 7 Section 7
Qualifications (Firm & Team)		
<ul style="list-style-type: none"> Firm’s reputation and competence Extent of repeat business of firm Availability of adequate personnel/equipment/facilities Qualifications and responsibilities of assigned team (technical education, training, certifications) Fields of work for which firm is proposing to perform Ability, capacity, and skill of proposer to perform services on a timely basis Accessibility to County to appear in person for meetings upon one business day notice/request by the County 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ ✓ ✓ 	<ul style="list-style-type: none"> Sections 3 & 8 Section 3 Sections 3, 4 & 6 Sections 3, 4, 6 & 10 Sections 2, 3, 5, 6 & 7 Sections 2, 3, 4, 6 & 7 Sections 3 & 6

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Local Project Team Provides Flexibility & Direct Access to Technical Expertise for Efficient, Effective Project Delivery

The Jacobs Team offers Okaloosa County a core local project team the County knows and trusts with a demonstrated history of successful performance on a multitude of projects in Okaloosa County and throughout the Panhandle. Our team possesses specific expertise in all the relevant processes and

technical disciplines giving our team a unique combination of similar project experience, familiarity with regional geography, and vast resources making it possible to successfully deliver any project under this contract—no matter the scope or complexity to meet quality, schedule, and cost standards.

Exhibit 6-1 demonstrates the depth and breadth of services we offer to the County.

Exhibit 6.1. Organizational Chart



We have full-service capabilities to meet any project need for the County. This organizational chart shows the fields of work we are proposing to perform.

Team Organization—Flexible, Scalable, Responsive

For this contract, we commit our foremost leaders, technology experts, design, construction, and operations specialists to continue our tradition of service excellence and the high performance required to meet project goals and objectives. Our team is organized to provide the County with responsive, focused technical expertise led by a program manager who will serve as the single point of contact.

Program Manager David Stejskal will direct a staff of project managers, technical resource leads, and support resources that is flexible and scalable to the County's needs for each project. **We'll be available to appear in person for meetings upon 1 business day notice by the County.**

Project Managers David Stejskal, Kevin Waddell, and Scott Jernigan have direct work experience with the County, bring familiarity and consistency that is vital to an efficient delivery approach, and have a proven track record of delivering projects within budget and on schedule while maintaining the level of quality expected from a Jacobs-led project.

Leadership

Team success hinges on our leadership. **David**, located in our Pensacola office, brings a wealth of experience and a diverse background in project management, planning, engineering, construction, and permitting experience in every area identified in the County's RFQ. In addition to his previous working relationship with Okaloosa County, David is the ideal team leader. Throughout his career, he's earned the reputation of being committed to his clients and serving their interests. David has developed the respect and trust of the clients he works for and has become a faithful advisor. As a project manager, David's dynamic leadership style and enthusiasm leads to project teams that enjoy their work and observe the impact it has on our clients. His current role with Okaloosa County includes serving as the current or previous project manager on the Future Water Supply Program (General Service, Phases II and III of the USACE PAS Projects, Shoal River Water Use Permit Support, and Alternative Analysis), Eglin Taxiway "H" Water Main Extension, and AMI

Upgrade Project, in addition to his support roles on other County projects.

Our team members regularly collaborate on projects similar to those requested in this RFQ. Their knowledge offers the County valuable lessons learned that increase efficiency, improve delivery, lower overall costs, and increase quality.

Kevin, located in our Pensacola office, brings experience and knowledge of Okaloosa County's water distribution system infrastructure, operations, and needs from spending the past decade working directly for the County on many water modeling, design and construction, and wastewater planning projects. He also brings a broad background in project management, funding and grant administration, and permitting covering nearly every area outlined in the RFQ. Kevin has provided design and construction management for the Brooks Bridge Water Main project, CM for the Taxiway H project, planning and design of the Lake Pippin Sewer Alternatives Evaluation, management of the Hwy 90 West Water Main Replacement, and Future Water Supply planning and model development.

Scott, located in our Pensacola office, brings a strong background in serving municipal and industrial clients in the Panhandle and has a solid reputation of successful project delivery and client service. He has provided technical support to the project teams on Jacobs' previous Okaloosa projects. Scott offers extensive experience and expertise in each of the engineering components outlined in the RFQ. He is a valuable asset to our team, and we will leverage his expertise to better serve the County.

Supporting the management team are highly credentialed technical specialists in the relevant disciplines and additional specialties that may be needed under this contract. Key personnel have been selected based on their technical credentials, similar experience, and availability. Our team is backed by our global network of 58,000 employees, including 4,000 staff in Florida, to be called upon for specific assignments, essentially bringing staff in and out depending on the needs of a particular project.



**David Stejskal, PE | Program Manager / Project Manager |
21 Years of Experience | 21 Years with Jacobs | Pensacola, FL**

Education: MS, Civil Engineering & BS, Civil Engineering, Auburn University

Training/Professional Registrations: Professional Engineer: FL, No. 66932

Qualifications: David brings a wealth of experience and a diverse background in project management, planning, engineering, construction, and permitting. Throughout his career, David has earned the reputation of being committed to his clients and serving their interests as a faithful

advisor. Through his Jacobs leadership role as Vice President, his broad engineering expertise, and his history with Okaloosa County, David brings the corporate commitment, historical knowledge, and technical experience to provide you with the best resources, support your needs, and fulfill all commitments to you. He's delivered \$104+M of construction work over his career with net change orders related to design of -0.28%.

Relevant Project Experience

Phases I, II, III, and IV of Okaloosa County Future Water Supply Planning, USACE Mobile District, FL | Project Manager/Technical Lead

Responsible for the overall development, coordination, and execution of the initial three phases of this partnership between USACE and Okaloosa County, securing \$900,000 to date in funding, \$420,000 of which is the County's share. Water treatment and raw water pump station site selection, water supply needs analysis, extended period simulation and water quality model of the County's distribution system, and a treatability study for the proposed surface WTP were part of the project. Conducted sampling for a desktop and bench-scale treatability study to determine the optimum treatment alternative followed by an on-site pilot water treatment study using microfiltration membranes.

System Master Plan, Mobile Area Water and Sewer Service (MAWSS), Mobile, AL | Project Manager

Led team through development of MAWSS' first-ever comprehensive master plan. Developed \$1.1B CIP which was subdivided into three 5-year durations based on an overall risk assessment. Included complete assessment and conceptual design development for improvements at both WRF. Led the interdisciplinary team of 100+ staff across 15+ offices through assessment and capital prioritization of water distribution and sewer collection/transmission lines, treatment plants, and operation and management procedures and processes.

Primary Treatment, Lift Station & Force Main DB RFP & Title II Services, USACE Mobile District, Tyndall AFB | Project Manager

Led team through DB RFQ development for the installation of primary treatment facilities, lift station, and force main. Provided DB contractor oversight through review of design submittals.

Regional Reuse Preliminary Engineering Report & RIBS Schematic Design & Permitting, Santa Rosa County, FL | Project Manager

Managed the development of the regional reuse preliminary engineering report and the RIBS schematic design and permitting.

Hurlburt Field Inflow/Infiltration (I/I) Study, USACE Mobile District, FL | Project Manager

Led a multidisciplinary team of field and technical staff for a comprehensive \$1M assessment of the sanitary sewer system including smoke testing, manhole inspection, flow monitoring, closed-caption television, GIS mapping and database update, sewer hydraulic model development, lift station, cost-benefit I&I removal analysis, and development of project repair and rehab packages.



**Kevin Waddell, PE | Project Manager / Modeling |
10 Years of Experience | 10 Years with Jacobs | Pensacola, FL**

Education: ME, Environmental Engineering, University of Florida; BS, Civil Engineering, University of South Alabama

Training/Professional Registrations: Professional Engineer: FL, No. 83025

Qualifications: Kevin brings experience in design, planning, permitting, and construction services on infrastructure projects primarily throughout Northwest Florida and South Alabama. He has worked with Okaloosa County since the beginning of his career when he worked on the OCWS Water Supply Needs project to evaluate future water supply alternatives and the development of the County's water distribution model. Kevin has continued to work with the County providing engineering services and on-call modeling support. He has led design and construction administration efforts over a broad range of projects including water distribution system and pumping station design and modeling, tank rehabilitations, wastewater treatment facility upgrades, and collection system assessments and rehabilitations. Kevin has worked on various water main rehabilitations using direct-buried and trenchless technologies. He provides effective, client-focused solutions to serve his clients and meet their needs.

Relevant Project Experience

Phases II and III of Okaloosa County Future Water Supply Planning, USACE Mobile District, FL | Project Engineer/Modeling

Developed an extended period simulation hydraulic and water quality model for the entire Okaloosa County water distribution system. Utilized the model to analyze and provide recommendations to improve system performance and supply projected future water demands.

Brooks Bridge Water Main Replacement, Okaloosa County, FL | Engineer/Construction Manager

Prepared a detailed alternatives analysis for the installation of a new water main to service Okaloosa Island followed by the design of a 1,600 LF, 18-inch HDPE water main across Santa Rosa Sound via horizontal directional drilling; preparation of FDEP and USACE permits; and provided construction inspections and management.

Highway 90 West Water Main Replacement, Okaloosa County, FL | Project Manager

Led the design for approximately 8,500 LF of 10-inch and 1,250 LF of 6-inch C900 water main replacement along Highway 90 within the County's Mid-County water system.

Lake Pippin Area Sewer Service Alternatives Evaluation, Okaloosa County, FL | Project Engineer

Evaluated alternatives for extending sewer service to Lake Pippin Estates and North Lakeshore subdivisions. Prepared preliminary designs for both gravity and low-pressure sewers, lift stations, and forcemains; as well as prepared capital and O&M cost estimates for each.

WWTP Biosolids Handling Improvements, City of Crestview, FL | Design Lead

Led the design of two aerobic digesters, sludge pumping stations, and dewatering building for two belt filter presses, polymer makeup units, and screw conveyance. Provided multi-discipline design coordination with the project's structural, architectural, electrical, I&C, and HVAC design leads.

Wright Smith Jr. WWTF Headworks Replacement, MAWSS, Mobile, AL | Process Mechanical Design Lead/Construction Manager

Lead process mechanical designer and construction manager for a new 30-mgd headworks facility including screening and grit removal facilities consisting of two mechanical bar screens; Headcell grit separation basins; grit pumps, conveyance, and grit classification, and electrical upgrades.

Water & Sewer Improvements, City of Mary Esther, FL | Project Manager

Led the SRF and CDBG funding applications and grant administration for the City's ongoing water and sewer improvements projects. Leading the design team for upgrading water mains, rehabilitating sewer manholes and piping, rehabilitation of an oxidation ditch and secondary clarifier, and miscellaneous site and electrical improvements.



Scott Jernigan, PE | Project Manager | 20 Years of Experience | 6 Years with Jacobs | Pensacola, FL

Education: BS, Civil Engineering, Auburn University

Training/Professional Registrations: Professional Engineer: FL, No. 69170

Qualifications: Scott has diverse experience delivering water and wastewater utility projects in Northwest Florida. He's successfully led the design and construction administration efforts for multiple utility master planning efforts, WWTP upgrades, water treatment plants, and conveyance improvement projects. During these projects, he has worked with diverse teams that include structural engineers, electrical engineers, mechanical engineers, architects, and specialty consultants. Scott possesses a strong ability to communicate with staff, interact with subject matter experts, and engage subconsultants to ensure successful project delivery.

Relevant Project Experience

System Master Plan, MAWSS, Mobile, AL | Treatment Plant Evaluation Task Lead

Comprehensive evaluation and planning for water/wastewater services. Led design review of the water and wastewater treatment plants. Participated in site visits and performed facility condition assessments. Evaluations were conducted by discipline and included process, structural, electrical, I&C, mechanical, dewatering, and architectural. Field evaluations were documented, and recommended improvements were provided.

Crestview MSA, City of Crestview, FL | Project Manager

Oversaw dewatering improvements, effluent disposal, Antioch elevated storage tank, and sewer master plan projects. Also assisted with the sprayfield utility relocation and coordination with Okaloosa County and HDR for the SR 85 Bypass Project.

Lift Station & Force Main DB RFP & Title II Services, USACE Mobile District, Tyndall AFB | Design Leader

Prepared a design-build criteria package for improvements to the 1700 Area at Tyndall AFB. The project included preliminary design of screening and grit removal facilities, a new pump station, two influent equalization basins, approximately 6.5 miles of force main, and associated civil and electrical work. The project had an aggressive design schedule that included preparation of the design package, preparation of a value engineering study, and final review meeting in 12 weeks.

DeFuniak Springs WWTP Upgrades, City of DeFuniak Springs, FL | Project Manager

Oversaw multiple wastewater projects including headworks mechanical screen replacement, clarifier mechanism replacement, upgrade of the aeration system, evaluation of a septage receiving station, and Lift Station 8 replacement.

Water System Optimization, USACE, Mobile District, Escambia County, FL | Project Manager

The Corps partnered with ECUA to develop an optimization protocol for the operation of their water distribution system. The project included review of the existing pumping conditions, review of the hydraulic model and linkage to Digital Twin software to perform optimization, and training for the operations staff on variable frequency drive usage and the findings from the optimization.

Effluent Disposal Alternatives Evaluation, Emerald Coast Utilities Authority (ECUA), FL | Project Manager

In 2018, ECUA began evaluating alternatives to expand effluent disposal system at the Central Water Reclamation Facility (CWRP). Multiple phases of evaluation included review of APRICOT discharge, expanded public access reuse, development of RIBs, development of infiltration wetlands, and review of underground injection control. Infiltration wetlands were selected as the preferred alternative. The wetlands system is currently in conceptual design and modeling.



Name, Role, Years of Experience & Location	Education, Training, Registrations/Certifications	Project Experience
Technical Resource Leads		
Sarah Deavenport, PE Water Treatment Yrs of Exp: 11 Location: Pensacola, FL	ME/BS, Env. Eng., Univ. of FL PE: FL, No. 79331	<ul style="list-style-type: none"> ✓ Okaloosa Co. Corrosion Control Study, Tech. Lead ✓ MAWSS Cross-Connection Control Policy Update, Task Lead ✓ SRC Regional Water Reuse System, Navarre Beach WWTP Plant Upgrades, Project Engineer
Randy Boe, PE Wastewater Treatment Yrs of Exp: 28 Location: Gainesville, FL	MS, Env. Eng., BS, Civil Eng., Virginia Polytechnic Inst. & State Univ. PE: FL, No. 57330	<ul style="list-style-type: none"> ✓ MAWSS System Master Plan, Sr. Tech. Consultant ✓ Crestview WWTF, Sr. Tech. Consultant ✓ Ocean Outfall Miami-Dade Water & Sewer, Sr. Tech. Consultant
Mike Stickley, PE Conveyance/Pump Stations Yrs of Exp: 27 Location: Birmingham, AL	ME/BS, Civil Eng., Univ. of VA PE: FL, No. 85960	<ul style="list-style-type: none"> ✓ Okaloosa Co. Brooks Bridge WM Replacement, Sr. Tech. Lead ✓ Tyndall AFB Primary Treatment, Lift Station & Force Main DB RFP & Constr. Serv., USACE Mobile Dist., Conveyance Design Lead ✓ MAWSS System Master Plan, Mech. Designer ✓ SRC & HNW Regional Reuse Phase I, Design Mgr./Sr. Tech. Lead
Erik Svenson, PG Groundwater/Wells Yrs of Exp: 20 Location: Charlotte, NC	MS, Hydrogeology, Clemson Univ.; BS, Industrial Hygiene, East Carolina Univ. PG: FL, No. 2674	<ul style="list-style-type: none"> ✓ Okaloosa Co. Antioch Well & Multiple Other Water Well Rehabs & Evals, Sr. Tech. Consultant ✓ Gulf Power Co. (GPC) Upper Cretaceous Exploratory Injection Well, Lead Hydrogeologist ✓ GPC Four Lower Floridan Aquifer Injection Wells, Lead Hydrogeologist
Greg Brubaker, PE Effluent Disposal Yrs of Exp: 38 Location: Jacksonville, FL	BS, Agricultural Eng., Univ. of FL PE: FL, No. 40060	<ul style="list-style-type: none"> ✓ Crestview Multiple Effluent Management & Reuse Projects, Sr. Consultant/Project Engineer ✓ SRC Regional Reuse System, HNWS Phase 1 RIB System, Sr. Tech. Consultant/QC Review ✓ Regional Reuse System for Eglin AFB, Sr. Tech. Consultant/Eng. of Record
Craig Hueston SCADA Yrs of Exp: 27 Location: Pensacola, FL	AAS, Electrical Eng. Tech., Purdue Univ.	<ul style="list-style-type: none"> ✓ Regional Reuse System, Holley-Navarre, Sr. Automation Consultant ✓ DeFuniak Springs WWTP Pump Station SCADA Standards, I&C Design ✓ MAWSS SCADA Master Plan, Sr. Automation Consultant
Supporting Services Design/Construction		
Arvind Narayanan, PE Water Resources/Supply Yrs of Exp: 16 Location: Atlanta, GA	MS, Env. Eng., Univ. of AL; Bach. of Tech, Chem. Eng., Univ. Madras, India PE: FL, No. 80790	<ul style="list-style-type: none"> ✓ DeKalb Co. Miriam Lane WM, PM/Eng. of Record ✓ DeKalb Co. Scott Blvd WM, PM/Eng. of Record ✓ Forsyth Co. Jot Em Down Water Line & Booster Pump Station, PM
Ken Dane, PE Structural Yrs of Exp: 15 Location: Pensacola, FL	BS, Civil Eng., Colorado State Univ. PE: FL, No. 92139	<ul style="list-style-type: none"> ✓ MAWSS Norton's Lane Lift Station & Equalization Basin, Structural Eng. ✓ Paris Board of Public Utilities WWTP Improvements Phase 2, Structural Eng. ✓ Wapakoneta WRF Expansion, Structural Eng.

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<p>Gregg Gray, PE, PMP I&C Yrs of Exp: 31 Location: Birmingham, AL</p>	<p>BS, Electrical Eng., Auburn Univ. PE: AL, GA, KY, LA NC, SC, TN, TX, VA PMP: No. 1197407</p>	<ul style="list-style-type: none"> ✓ MAWSS C.C. Williams WWTP Dewatering Facility, Lead I&C Eng. ✓ MWWSSB Water & Wastewater Systems, Lead I&C Eng. ✓ Pace WWTP, Project Mgr./Programmer Eng.
<p>Agustin Quinones, PE Electrical Yrs of Exp: 30 Location: Gainesville, FL</p>	<p>BS, Electrical Eng., Southern Tech PE: FL, No. 89295</p>	<ul style="list-style-type: none"> ✓ Tyndall Primary Treatment, Lift Station & Force Main, USACE Mobile District, Electrical Eng. ✓ MWWSSB Econchate Water Pollution Control Plant Electrical Improvements, Electrical Eng. ✓ North Miami Beach Northwood Treatment Plant, Phase II Exp. & Upgrade, Electrical Eng.
<p>Mike Gund, PE Civil Yrs of Exp: 12 Location: Pensacola, FL</p>	<p>BS, Civil Eng., Univ. of FL PE: FL, No. 79401</p>	<ul style="list-style-type: none"> ✓ SR 30 (US 98), Bayshore Rd to Portside Dr, FDOT D3, Project Eng. ✓ SR 290 (Olive Rd), Yancey Ave to Johnson Ave, Escambia County, Project Eng. ✓ Navy Federal Credit Union Site Improvements, Pensacola, Project Eng.
<p>David Carr, PE Design/Construction Management Yrs of Exp: 34 Location: Pensacola, FL</p>	<p>BS, Civil Eng., Auburn Univ. PE: FL, No. 48624</p>	<ul style="list-style-type: none"> ✓ MAWSS C.C. Williams WWTP Dewatering Facility, Project/Constr. Mgr. ✓ Fort Hunter Liggett WWTP, USACE Mobile District, Project/Constr. Mgr. ✓ ECUA Central WRF, Project/Constr. Mgr.
<p>Jeremy Scott Permitting/Environmental Yrs of Exp: 24 Location: Pensacola, FL</p>	<p>MS, Ichthyology - Ecology & Sys. Track, BS, Biology, Univ. of AL</p>	<ul style="list-style-type: none"> ✓ Tyndall AFB Primary Treatment, Lift Station & Force Main DB RFP & Constr. Serv. USACE Mobile District, Site Env. ✓ Okaloosa Co. Future Water Supply Projects, Site Env. ✓ SRC & HNWS Regional Reuse Program, Site Env.
<p>Tanya Gallagher, PhD GIS/Grants Yrs of Exp: 15 Location: Pensacola, FL</p>	<p>PhD, Forestry & Conservation Sciences, Univ. of British Columbia; MS/BS, Env. Science, Univ. of West FL</p>	<ul style="list-style-type: none"> ✓ Crestview CMMS Needs Assessment, Project Eng. ✓ ECUA Effluent Mgmt Wetland, Project Eng. ✓ SRC Board County Commissioners, IT/GIS Department Director ✓ SRC Board County Commissioners, Grant Application & Admin. Team for NOAA & Florida Resilient Funding Grants
<p>Mike Matichich Funding Yrs of Exp: 38 Location: Arlington, VA</p>	<p>M. Urban & Regional Planning, Univ. of Wisconsin-Milwaukee; BA, Politics & Government, Ripon College</p>	<ul style="list-style-type: none"> ✓ Miami-Dade WASD Financing & Delivery Options Eval, Financial Lead ✓ Great Lakes Water Auth. Financial Strategies for Water/Wastewater Projects, Sr. Financial Specialist ✓ San Mateo Loan for Wastewater Treatment CIP, Sr. Financial Specialist

Jacobs Understands How to Successfully Navigate the FDEP Permitting & Regulatory Framework

Understanding the permitting process and timelines for application approval is critical for project success. Our team has permitted multiple water and wastewater projects in Northwest Florida, and we bring wide-ranging knowledge and understanding of current and upcoming regulations as well as positive working relationships with the Florida Department of Environmental Protection (FDEP) and other regulatory agencies to effectively advise and represent the County.

History of Working with Regulatory Agencies

Our design engineers work closely with our environmental scientists and planners to help plan, site, permit, design, and build projects to avoid impacts to environmentally sensitive areas and associated risks to project schedule and budget. Our team members have in-depth experience and maintain current knowledge on regulatory requirements, such as FDEP's numeric nutrient criteria, ERP, and USACE permitting changes since the Rapanos decision and understand how to help plan for and navigate future regulatory requirements.

Jacobs' permitting team has been working with utilities in the Panhandle for 20+ years, and has developed permit applications for renewals, new construction, and substantial modifications. We know the regulatory staff at the NFWMD and understand the information that needs to be submitted to minimize Requests for Additional Information (RAI) from FDEP. **Our team is currently working on a substantial revision to increase the capacity of the existing RIBs for the City of Crestview, and recently completed the application for a facility in Escambia County for a backup discharge. We have provided permit renewal applications for Santa Rosa County and the City of Mary Esther. This team has also permitted public access reuse applications, underground injection control for industrial facilities, and multiple conveyance and transmission projects, including the Blackwater Golf Club Lift Station in Okaloosa County.**

"Tyndall AFB has significant wetland, environmental, and regulatory challenges that require addressing. Jacobs did a great job of evaluating and addressing all environmental challenges on this project despite the short schedule. Jacobs worked diligently with USACE to determine all areas of concern. Jacobs evaluated all environmental concerns/areas and determined appropriate designs to minimize environmental impacts for the project."

- Patrick O'Connor, Former Section Chief of USACE's Water & Wastewater Technical Center for Expertise

NEPA Experience

With any project, it is essential to identify and mitigate environmental criteria that could delay project construction. Jacobs is one of the nation's leading NEPA compliance consultants, with a range of staff who can complete environmental assessments (EAs) and environmental impact statements (EISs), from economic and socioeconomic impacts analysis to threatened and endangered species surveys. **Locally, we have provided NEPA support for the City of Crestview, Eglin AFB, and Hurlburt Field, and we have developed countless NEPA documents for the USACE Mobile District.**

Experience in Applying for & Obtaining Outside Funding Including Federal Funding & SRFs

Our team has assisted with grant writing and application submittals and has successfully procured funding for clients in Florida and across the US. We have demonstrated experience securing and administering federal funding to comply with 2 CFR 200. We understand the complexities involved with project funding requirements and how they impact schedule and reimbursement; we hit required milestones on time, complying with all grant requirements.

Our professionals have successfully worked with various clients to apply for and secure funding under various programs, such as the State Revolving Fund (SRF), Florida Communities Trust, FDEP Water Facilities

Grant Application, Water Management Districts' Alternative Water Supply, Florida Recreation and Development Assistance Program, Resilient Florida Grant Program, FEMA BRIC, NOAA Coastal Resilience Grant Program, National Fish and Wildlife Foundation Grants, WIFIA, Recreational Trails Program, CDBGs, Rural Development Funding, and Transportation Equity Act (TEA)-21 Program for alternative transportation. In the first 3 years the WIFIA program was in existence, we helped develop letters of interest (LOIs) that allowed our clients to secure more than \$1.5B in WIFIA loans.

Our dedicated funding solutions team has a pulse on the latest federal funding mechanisms including those through the Infrastructure Investment and Jobs Act (IIJA). We develop comprehensive project funding packages to work within our clients' constraints.

Grant & Loan Administration Experience

In addition to grant development, our team can play a key role in the management of grants and loans. We can prepare grant reimbursement requests, cash flow projections, amendment requests, quarterly reports, monthly reports, and other miscellaneous information requests for ongoing projects. Our funding solutions team, led by Mike Matichich, is poised to provide a high level of service related to the requirement of the current grants obtained by the County and the development of additional grant requests should the opportunity or need arise.

Our federal funding team is closely monitoring the status of funds from the IIJA and how that money will flow down to the states. Our understanding of this program will allow us to quickly develop the documentation needed to secure this money, develop timelines for acquiring the funds, and maximize the amount that the County can receive.

Jacobs has worked with Okaloosa County since 2008 investigating alternatives to address future water supply needs including fostering the partnership between OCWS and USACE, which has provided \$390,000 in funding for these projects since 2010 efforts.

Proven History of Providing Regulatory & Related Funding Support for the County

We have a proven history of assisting Okaloosa County with regulatory and permitting needs, and we look forward to continuing this relationship. Some examples of our assistance directly related to our Okaloosa County work includes:

- Working with USACE, NFWFMD, and FDEP on proposed site, treatment process, environmental impacts, and NEPA compliance on the proposed Shoal River Off-Line Potable Water Storage Reservoir and WTP. Assisting water user permit support (NFWFMD), Section 404 permitting compliance (USACE, FDEP), coordination of water treatment plan pilot testing (FDEP), and other items.
- Performing wetland permitting for two 24-inch water main direction drills on Eglin AFB.
- Facilitating partnerships with the USACE Mobile District to secure \$780,000 in support, with 50/50 contribution between USACE and the County.
- Acquiring ERP and Section 404 permits (FDEP, USACE) for replacement of the Brooks Bridge water main.
- Preparing 4-Log Virus Treatment applications for Bluewater Bay Well #4 and coordinating with FDEP for preliminary review.

Our team has extensive experience working in county government in Northwest Florida in writing, securing, and administering grants through Resilient Florida, NFWF, BRIC, and NOAA's Coastal Resilient Grant Program.



We firmly believe that past performance is a key indicator of future success. Our client references represent a valuable assessment of our firm’s capabilities, commitment, and reliability. As a firm, we foster cooperative and positive relationships with all our clients, which is reflected in the number of repeat clients and long-term services agreements along the Florida Panhandle, Coastal Mississippi, and Southwest Alabama for clients such as Okaloosa and Santa Rosa counties; the cities of Crestview, DeFuniak Springs, and Mary Esther; Emerald Coast Utility Authority (ECUA); Mobile Area Water and Sewer Service (MAWSS), and USACE Mobile District. Our commitment to quality work and timely delivery while meeting our budgets is the basis of these relationships.

In the table below, we have provided five references of our local work similar to the services requested in the RFQ. While we perform work throughout Florida and the Southeast, these references are focused on our work performed within the Florida Panhandle in proximity to Okaloosa County. Each reference lists projects and services of which the reference would have direct knowledge. Where the project/service is listed in **Section 2**, the description of work performed was not repeated here. We encourage the County to contact any of these clients and would be happy to provide additional references upon request.

Reference	Project / Services (Detailed descriptions in Section 2)
<p>Don Palmer, PE, Dept. Exec. Dir. of Engineering & Environmental Services Emerald Coast Utilities Authority (ECUA) 9255 Sturdevant Street, Pensacola, FL 32514 850.969.6637 don.palmer@ecua.fl.gov</p>	<p>ECUA Effluent Disposal Providing overall water and wastewater planning, permitting, and design services on a variety of projects.</p>
<p>Jared Cobb, City Manager City of Mary Esther 195 Christobal Road N, Mary Esther, FL 32569 850.243.3566 cmgr@cityofmaryesther.com</p>	<p>Mary Esther Water and Sewer Improvements Providing overall water and wastewater permitting, design, construction, and funding and grant services on a variety of projects.</p>
<p>Craig Drake, Public Works Director City of DeFuniak Springs 45 North Park Street, DeFuniak Springs, FL 32433 850.892.8534 publicworks@defuniaksprings.net</p>	<p>DeFuniak Springs WWTP Upgrades Providing wastewater operations to the City for more than 15 years. Recent projects under this contract include the Mechanical Screen Replacement, Blower Replacement, Clarifier Equipment Replacement, Lift Station Panel Standards, Septage Receiving System Preliminary Design Summary, and Lift Station 8 Replacement.</p>
<p>Michael Schmidt, PE, Environmental Director Santa Rosa County 6051 Old Bagdad Hwy, Ste. 202, Milton, FL 32583 850.981.7135 michael@sanatarosa.fl.gov</p>	<p>Santa Rosa County Regional Reuse Program Providing overall water and wastewater planning, permitting, design, and construction services on a variety of projects including work at the Navarre Beach WWTP, several lift stations, and conveyance projects. Also providing rate studies and SCADA programming services since 2000.</p>
<p>Michael Criddle, Public Services Director City of Crestview 715 N Ferdon Blvd, Crestview, FL 32536 850.682.1560 criddlem@cityofcrestview.org</p>	<p>Crestview Wastewater Facility Improvements Providing overall water and wastewater planning, permitting, design, construction, and funding/grant services on a variety of projects including work at the City’s WWTF, lift stations, and conveyance projects. Also providing detailed studies and design of effluent disposal systems.</p>

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Industry Leader Solving Complex Issues with Sustainable Solutions

We have built our 70+ year reputation as a water and wastewater industry leader by solving complex water and wastewater challenges using integrated and sustainable solutions, coupled with exceptional service. Our broad portfolio of water and wastewater experience allows our team to develop projects that address complex issues created by regulatory changes and requirements, population growth, aging infrastructure, extreme climate events, water supply uncertainty, and changing water demands. The following sections highlight additional information and services that can be used to support the County.

Lead & Copper Rule

On June 10, 2021, the U.S. EPA extended the effective date of the Lead and Copper Rule Revisions (LCRR) to December 16, 2021, and the compliance date to October 16, 2024. This essentially provides drinking water systems and Primacy Agencies (States) with three full years under the Safe Drinking Water Act to take necessary actions for regulatory compliance.

At Jacobs, we're currently helping many clients navigate the requirements of the rule and determine how they will pay for the required improvements. We have produced a new guidance document that breaks down sampling and monitoring requirements, inventory requirements, replacement needs, and public outreach components. We're working closely with funding agencies to determine requirements to secure funding through loan and grant opportunities. We have helped communities with lead and copper removal requirements for more than 30 years, and we are ready to continue this work with the new rule revisions.

PFAS & Other Emerging Contaminants

Current U.S. EPA guidelines for PFAS are provided for PFOA and PFOS. In the absence of federally-mandated standards for PFAS, many states have established maximum contaminant levels (MCLs) for PFOA and

PFOS, as well as several other PFAS compounds. Many of these MCLs are regulated and often lower than the federal guidance, which has generated the need for treatment of drinking water and potentially wastewater to meet current federal guidance and state-level standards.

Many municipal WWTPs have identified PFAS in their influent. Recent studies show PFAS in WWTP influents to be in the tens to hundreds of nanograms per liter (ng/L)—well above guidelines. Conventional sewage treatment methods do not efficiently remove PFAS, and in many cases, allow them to be discharged to local surface water through the effluent and to soil and groundwater sources through the application of biosolids.

Jacobs has decades of scientific research, characterization, and remediation experience at numerous Superfund sites and other legacy industrial, military, and research and development facilities cleaning up industrial contaminants. Our environmental and water-focused technologists have been supporting clients with PFAS assessment at thousands of potential release locations around the world. We're leading the industry with treatment solutions, including validation of developing treatment technologies for PFAS-impacted water, as well as soil, which represents an overlooked potential ongoing source to groundwater contamination.

Decarbonization

Decarbonization is one of the overarching pathways to net zero carbon emissions, and we are helping clients across the globe set and achieve their carbon footprint goals. Our team is working with utilities to optimize transmission and treatment processes to reduce energy usage and develop programs to generate clean, reliable alternative sources to reduce dependence on existing electrical providers.

Build America, Buy America (BABA)

The BABA Act is set to offer extensive funding to municipalities for water and wastewater improvements. Our funding team is closely monitoring the requirements of this act so we can help clients secure these funds and comply with the new, stringent equipment and materials sourcing requirements.

Qualifications & Capabilities

Jacobs is a leader in providing engineering, architectural, environmental, construction, and operations services. With more than 58,000 employees worldwide, including more than **4,000 staff in Florida**, and **more than 8,800 staff in the Southeast**, we deliver innovative, practical, sustainable solutions locally—helping clients develop and manage infrastructure and facilities that improve efficiency, safety, and quality of life.

We bring 70 years of innovative, award-winning experience in all aspects of integrated planning, engineering, construction, and operations. Through our local knowledge and global network of experts, we provide best practices and lessons learned to help reduce schedules, lower costs, optimize system operations, and solve difficult challenges.



core management team—Program Manager/Project Manager David Stejskal, Project Manager Scott Jernigan, and Project Manager Kevin Waddell—is located in our Pensacola office, less than 50 miles from the County. The majority of our team members have experience working together on directly relevant projects, offering you a single entity of highly skilled professionals who are ready and available to quickly start this project. Our proximity provides you the benefit of immediate responsiveness, increased accessibility, local presence, commitment, and familiarity which has been proven through our previous work history with the County. It also offers full access to the facilities, equipment, and resources required to cost-effectively complete project tasks on a fast-track schedule, while maintaining the highest levels of quality and safety. This offers the County the flexibility, depth, mix of technical skills, and resources to meet a variety of needs.

2021 ENR RANKINGS Engineering News-Record has ranked

Jacobs No. 1
in its list of **Top 500**
Design Firms in the world.

No. 1

- ✓ Design Firm
- ✓ Pure Designer
- ✓ Sanitary and Storm Sewers
- ✓ Sewer & Waste
- ✓ Combined Design & PM/CM
- ✓ Wastewater Treatment Plants
- ✓ Program Management

No. 2

- ✓ Water Transmission Lines & Aqueducts
- ✓ Water Treatment, Desalination Plants
- ✓ Environmental Firm

Leadership in a variety of disciplines offers innovative solutions that maximize long-term value to our clients.

Local Team & Single Entity for Project Delivery

We've served municipal clients in the Panhandle for 30 years. We've enjoyed working with Okaloosa County since 2000, supporting some of your most complex projects including the Future Water Supply, Lead and Copper Compliance, Potable Water Well Issues, and Eglin Taxiway H Water Main. This on-call contract will be managed by our local Pensacola office, with support from our local and regional offices (**Exhibit 10.1**). Our

Subconsultants & Disadvantaged Business Enterprises

While Jacobs is not a disadvantaged business enterprise, we're committed to supporting them by regularly partnering with minority and small businesses. Although as a firm we are capable of performing survey and geotechnical services in-house, we selected **Ruben Surveying & Mapping (Ruben)**, a small locally owned business based in Gulf Breeze, who has served as our surveyor on projects throughout the Panhandle since 2000, and **LMJ & Associates (LMJ)**, a veteran-owned small business geotechnical firm based in

Pensacola, who also has a long history of partnering with us on geotechnical studies throughout the Panhandle.

Registrations

As of July 1, 2020, Florida no longer issues licenses or Certificates of Authorization to businesses, only individuals. Jacobs is authorized to provide and offers its engineering services by and under the supervision of our Florida licensed engineers. Our firm as well as our subconsultant firms are authorized to perform work in the State of Florida. Proof of registration in Florida for all three firms is presented in **Exhibit 10.2**.

In addition, Jacobs is a licensed general contractor in all 50 states, including Florida – which, while not directly applicable to this project, provides our team with connections to and understanding of the contracting community in the State. Our team includes 16 licensed professionals in the State of Florida. **Exhibit 10.3** includes the Florida professional license numbers for all our proposed staff; copies of licenses/registrations can be provided upon request.

Team Members	FL License #
David Stejskal, PE	66932
Kevin Waddell, PE	83025
Scott Jernigan, PE	69170
Sarah Deavenport, PE	79331
Randy Boe, PE	57330
Mike Stickley, PE	85960
Erik Svenson, PG	2674
Greg Brubaker, PE	40060
Arvind Narayanan, PE	80790
Ken Dane, PE	92139
Agustin Quinones, PE	89295
Mike Gund, PE	79401
David Carr, PE	48624
Lori Rentschler, PE	76893
Heather Hyde, PE, CFM	74674
Seth Tatman, PE	94225

Exhibit 10.3. Team members licensed/registered in the State of Florida.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
JACOBS ENGINEERING GROUP INC.

Filing Information

Document Number P13217
 FEI/EIN Number 95-4081636
 Date Filed 02/12/1987
 State DE
 Status ACTIVE
 Last Event AMENDMENT
 Event Date Filed 02/28/1990
 Event Effective Date NONE

Principal Address

1999 BRYAN STREET
DALLAS, TX 75201



Department of State / Division of Corporations / Search Records / Search by Entity Name /

[Previous On List](#) [Next On List](#) [Return to List](#)

No Events No Name History

Detail by Entity Name

Florida Profit Corporation
LARRY M. JACOBS AND ASSOCIATES, INC.

Filing Information

Document Number 500000
 FEI/EIN Number 59-1666174
 Date Filed 03/30/1976
 State FL
 Status ACTIVE

Principal Address

328 EAST GADSDEN STREET
PENSACOLA, FL 32501



Department of State / Division of Corporations / Search Records / Search by Entity Name /

[Previous On List](#) [Next On List](#) [Return to List](#)

Events No Name History

Detail by Entity Name

Florida Profit Corporation
RUBEN SURVEYING & MAPPING, INC.

Filing Information

Document Number P04000165676
 FEI/EIN Number 20-3292818
 Date Filed 12/09/2004
 State FL
 Status ACTIVE
 Last Event AMENDMENT
 Event Date Filed 09/06/2017
 Event Effective Date NONE

Principal Address

913 GULF BREEZE PARKWAY
Suite 6
GULF BREEZE, FL 32561

Exhibit 10.2. Authorizations for Jacobs, LMJ, and Ruben to conduct business in the State of Florida.

0063f000002E8F1AA0



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

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

RFQ NUMBER:
RFQ WS 46-22

ISSUE DATE: June 20, 2022
LAST DAY FOR QUESTIONS: June 30, 2022 at 3:00 P.M. CST
RFQ OPENING DATE & TIME: July 13, 2022 at 3:00 P.M. CST

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

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

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

COMPANY NAME Jacobs Engineering Group Inc.
MAILING ADDRESS
25 W Cedar Street, Suite 350
CITY, STATE, ZIP Pensacola, FL 32502
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 95-4081636
TELEPHONE NUMBER: 251.591.9248 (cell) EXT: N/A FAX: 334.273.7582
EMAIL: david.stejskal@jacobs.com

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

AUTHORIZED SIGNATURE:  PRINTED NAME: David Stejskal, PE
TITLE: Vice President DATE: July 8, 2022

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

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

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

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

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

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

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

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

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

GENERAL INFORMATION/SCOPE OF SERVICES

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

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

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

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

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

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

QUALIFICATION PREPARATION INSTRUCTIONS

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

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

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

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

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

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

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

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

PROCUREMENT SCHEDULE (ANTICIPATED)

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

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

INSURANCE LIMITS OF LIABILITY

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

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

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

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

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. **SUBMITTAL OF QUALIFICATIONS** –

A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.

7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.

10. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

11. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

12. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

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

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

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

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

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

20. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
21. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
22. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
23. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
24. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
25. **CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: July 8, 2022 SIGNATURE: 

COMPANY: Jacobs Engineering Group Inc. NAME: David Stejskal, PE
(Typed or Printed)

ADDRESS: 25 W Cedar Street
Suite 350 TITLE: Vice President
Pensacola, FL 32502

PHONE NO. 251.591.9248 (cell) E-MAIL: david.stejskal@jacobs.com

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO X _____

NAME(S)

POSITION(S)

NAME(S)

POSITION(S)

N/A

N/A

FIRM NAME: Jacobs Engineering Group Inc.

BY (PRINTED): David Stejskal, PE

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 25 W Cedar Street, Suite 350, Pensacola, FL 32502

PHONE NO.: 251.591.9248 (cell)

E-MAIL : david.stejskal@jacobs.com

DATE: July 8, 2022

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: July 8, 2022

SIGNATURE: _____



COMPANY: Jacobs Engineering Group Inc.

NAME: David Stejskal, PE

ADDRESS: 25 W Cedar Street, Suite 350, Pensacola, FL 32502

TITLE: Vice President

E-MAIL: david.stejskal@jacobs.com

PHONE NO.: 251.591.9248 (cell)

CONE OF SILENCE


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

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

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

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

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

I  _____ representing Jacobs Engineering Group Inc. _____
Signature Company Name

On this 8th day of July 2022, I hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Jacobs Engineering Group Inc.
Proposer's Company Name


Authorized Signature – Manual

25 W Cedar Street, Suite 350, Pensacola, FL 32502
Physical Address

David Stejskal, PE
Authorized Signature – Typed

Same as physical address
Mailing Address

Vice President
Title

850.438.2740 (office)
Phone Number

334.273.7582
FAX Number

251.591.9248
Cellular Number

251.591.9248 (cell)
After-Hours Number(s)

July 8, 2022
Date

ADDENDUM ACKNOWLEDGEMENT
RFQ WS 46-22

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

ADDENDUM NO.

DATE

Addendum 1

June 30, 2022

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

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: Jacobs Engineering Group Inc.

Entity Address: 25 W Cedar Street, Suite 350, Pensacola, FL 32502

Duns Number: 07-410-3508

CAGE Code: 3T810

LIST OF REFERENCES

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

2. Owner's Name and Address: City of Mary Esther
195 Christobal Road N, Mary Esther, FL 32569
Contact Person: Jared Cobb Telephone # (850) 243-3566
Email: cmgr@cityofmaryesther.com

3. Owner's Name and Address: City of DeFuniak Springs
45 N Park Street, DeFuniak Springs, FL 32433
Contact Person: Craig Drake Telephone # (850) 892-8534
Email: publicworks@defuniaksprings.net

4. Owner's Name and Address: Santa Rosa County
6051 Old Bagdad Highway, Suite 202, Milton, FL 32583
Contact Person: Michael Schmidt Telephone # (850) 981-7135
Email: michaels@santarosa.fl.gov

5. Owner's Name and Address: City of Crestview
715 N Ferdon Boulevard, Crestview, FL 32536
Contract Person: Michael Criddle Telephone # (850) 682-1560
Email: criddlem@cityofcrestview.org

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:

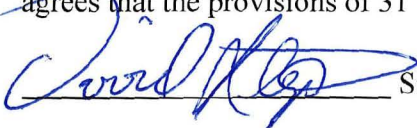
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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



Signature of Contractor's Authorized Official

David Stejskal, PE, Vice President Name and Title of Contractor's Authorized Official

July 8, 2022 Date

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

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

1. This sworn statement is submitted for Jacobs Engineering Group Inc.

2. This sworn statement is submitted by David Stejskal, PE

whose business address is: 25 W Cedar Street, Suite 350, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 95-4081636

3. My name is David Stejskal and my relationship to the entity named above is Vice President

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: 7/18/22 Signature: David [Signature]

STATE OF: Alabama

COUNTY OF: Baldwin

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 8th day of July, in the year 2022.

My commission expires: Jacqueline Ivy Armstrong
Notary Public
Jacqueline Ivy Armstrong



Print, Type, or Stamp of Notary Public
Personally known to me, or Produced Identification: Driver's License

Type of ID

Government Debarment & Suspension

Instructions

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

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

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

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

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

David Stejskal, PE, Vice President

Printed Name and Title of Authorized Representative


Signature

July 8, 2022

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: <u>July 8, 2022</u>	SIGNATURE: 
COMPANY: <u>Jacobs Engineering Group Inc.</u>	NAME: <u>David Stejskal, PE</u> (Typed or Printed)
ADDRESS: <u>25 W Cedar Street</u> <u>Suite 350</u> <u>Pensacola, FL 32502</u>	TITLE: <u>Vice President</u>
PHONE NO.: <u>251.591.9248 (cell)</u>	E-MAIL: <u>david.stejskal@jacobs.com</u>

State of Florida

Department of State

I certify from the records of this office that JACOBS ENGINEERING GROUP INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 12, 1987.

The document number of this corporation is P13217.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 13, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2022*



Randy R. Lee
Secretary of State

Tracking Number: 9012666043CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Grant Funded Clauses

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

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

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

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

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

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federal Awardee Performance and Integrity Information System (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 *Proposer* 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: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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

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

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

DATE: July 8, 2022

SIGNATURE: 

COMPANY: Jacobs Engineering Group Inc. NAME: David Stejskal, PE

ADDRESS: 25 W Cedar Street
Suite 350
Pensacola, FL 32502

TITLE: Vice President

E-MAIL: david.stejskal@jacobs.com


PHONE NO.: 251.591.9248 (cell)

Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: July 8, 2022
SIGNATURE: 
COMPANY: Jacobs Engineering Group Inc.
NAME: David Stejskal, PE
TITLE: Vice President

Certificate of Non-Compliance with Buy America Requirements

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

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

American Rescue Plan Contract Clauses

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

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

PUBLICATIONS

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

Increasing Seat Belt Use in the United States

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

Reducing Text Messaging While Driving

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

American Rescue Plan Contract Clauses Continued

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

ACT OF 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee 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 (42 U.S.C. § 2000d et seq., 78 stat. 252), 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;

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;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The Vice President on behalf of Jacobs Engineering Group Inc. the contractor is authorized to sign below and confirm the contractor 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: July 8, 2022

SIGNATURE: 

COMPANY: Jacobs Engineering Group Inc.

NAME: David Stejskal, PE

ADDRESS: 25 W Cedar Street
Suite 350
Pensacola, FL 32502

TITLE: Vice President

E-MAIL: david.stejskal@jacobs.com

PHONE NO.: 251.591.9248 (cell)

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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

- b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

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

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

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

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

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

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

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

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