CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>08/06/20</u>20

Contract/Lease Control #: C18-2677-WS

Procurement#: RFQ WS 69-17

Contract/Lease Type: <u>CONTRACT</u>

Award To/Lessee: POLY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>10/01/2020</u>

Expiration Date: 09/30/2022

Description of: MASTER SERVICE AGREEMENT ENGINEERING CONSULTANT

SVS

Department: WS

Department Monitor: <u>LITTRELL</u>

Monitor's Telephone #: <u>850-651-7172</u>

Monitor's FAX # or E-mail: <u>JLITTRELL@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS

TASK ORDER APPROVAL FORM

TASK ORDER #: <u>24</u>	CONTRACT: C18-2677-WS POLY, INC.					
TASK ORDER AMOUNT: \$30,000	MASTER SERVICE AGREEMENT EXPIRES: 09/30/2022					
OFFERED BY CONSULTANT:						
Poly, Inc.						
FIRM'S NAME						
Bruce Bradley, P.E.						
REPRESENTATIVE'S PRINTED NAME						
Que Paraller						
SIGNATURE						
President	02/07/2022					
TITLE	DATE					
RECOMMENDED FOR APPROVAL	APPROVED BY OKALOOSA COUNTY					
(Department Director)	(Per Purchasing Manual) Table 1					
	Jeffrey A Digitally signed by Jeffrey					
Jeff Littre	Hyde Date: 2022.02.09 07:45:32 -06'00'					
SIGNATURE	PURCHASING MANAGER					
Director						
TITLE	DATE					
	Faye Digitally signed by Faye Douglas Douglas					
02/07/2022	Douglas					
DATE	OMB Director/DATE					
	DATE					
COUNTY A DAMNISTRATOR (if applicable)	CHAIRMAN (if applicable)					
COUNTY ADMINISTRATOR (if applicable)	CHARMAN III applicable)					
2.75	DATE					
DATE	DAIC					

CONTRACT #: <u>C18-2677-WS</u>

C18-2677-WS

TASK ORDER 24

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, Inc., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Professional Engineering Services for the Okaloosa Lane/Royal Estates Forcemain

Article A. Purpose:

The purpose of this Task Order is to authorize and direct Poly, Inc. (CONSULTANT) to proceed with professional engineering design, and other professional services of the Okaloosa Lane/Royal Estates Forcemain (PROJECT) for the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The CONSULTANT agrees to furnish general professional engineering and technical services for the construction of proposed PROJECT. The services that the CONSULTANT agrees to furnish as part of this AGREEMENT include, but are not limited to engineering and technical services to perform the following:

- 1. Design Phase services for the construction of a new forcemain along Okaloosa Lane from Royal Estates to Shoal River Landing.
- Provide agency coordination including applying for required permit applications which may include Florida Department of Environmental Protection (FDEP), US Army Corps of Engineers (USACOE) Okaloosa County Public Works (for Right-of-Way work), City of Crestview (for Right-of-Way work) and any public involvement as authorized coordination by the CLIENT.
- 3. Provide Construction Phase services to include services during construction (SDC) and adequate resident observation (RO) services to facilitate permit closeouts.

Specific Work Tasks that may be authorized by the CLIENT's representative are presented below.

Work Task 1. Design Phase Services

1.1 Design Phase Services

- 1.1.1 CONSULTANT shall evaluate anticipated flow rates and conditions and recommend a pipe size/rating to meet the current and anticipated hydraulic conditions.
- 1.1.2 CONSULTANT shall attend design coordination meeting(s) with CLIENT and the Developer of Royal Estates to discuss design and construction concepts and options.
- 1.1.3 CONSULTANT shall develop detailed design drawings depicting existing site conditions from survey data furnished by CLIENT, including pipeline alignments, connections to existing utilities, locations of valves, fittings, air release valves and other appurtenances for a complete sewer forcemain.
- 1.1.4 CONSULTANT shall review with CLIENT at specified intervals representing 30% (for alignment only), 60%, 90%, and 100% final drawings (after permitting; released for construction).

1.1.5 CONSULTANT shall prepare an opinion of probable cost for CLIENT's review and with detail consistent with each review submittal. The estimates of project costs provided by the CONSULTANT will be made on the basis of information available to the CONSULTANT and CONSULTANT'S past experience. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the Proposers' methods of determining prices, competitive bidding and market conditions, and future economic and unforeseen conditions, there will be no guarantee or warranty that future costs will not vary from estimates and projections.

Work Task 2. Permitting and Interagency Coordination and Public Involvement

2.1 Permitting and Interagency Coordination

- 2.1.1 CONSULTANT shall prepare necessary permit applications for approval by the FDEP, USACOE (if required), Okaloosa County Public Works and the City of Crestview. Permit fees shall be paid for by CLIENT.
- 2.1.2 CONSULTANT shall coordinate with said agencies and respond to any requests for additional information, in order to obtain all necessary permits and approvals.

2.2 Public Involvement

2.2.1 At request of CLIENT, CONSULTANT shall attend public workshops, Commission Meetings, or other meetings to discuss the PROJECT.

Work Task 3. Construction Phase Services

CONSULTANT shall serve as CLIENT's Representative for the PROJECT and shall serve as the CLIENT's representative at meetings, workshops, site visits, and other necessary functions of the PROJECT. Specifically, CONSULTANT shall perform the following services:

3.1 Services During Construction.

CONSULTANT shall perform overall services during construction for the construction phases of the PROJECT. Specific services that shall be provided include:

- 3.1.1 Attend pre-construction conference and attend other meetings with representatives of the CLIENT, the Contractor, and other appropriate parties when requested for consultation or conference about the construction activities of the projects.
- 3.1.2 Consult and advise CLIENT during construction and provide or coordinate technical interpretations of the drawings and specifications.
- 3.1.3 Evaluate and coordinate requested deviations from the approved design or specifications of the project and submit a recommendation to the CLIENT.
- 3.1.4 Coordinate with the CLIENT the review of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the Contractor is required to submit. The CONSULTANT shall review and shall coordinate the review of these data for general conformance with the design concepts of the project and for general compliance with the information given in the drawings, specifications, and any addenda. The CONSULTANT shall have approval authority over this information.
- 3.1.5 Make periodic visits to the site of the project to observe the progress of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents.
- 3.1.6 Make a final review of the construction and RECORD DRAWINGS to determine, in general, if the work has been completed in conformance with the intent of the Service Agreement.

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2677-WS</u>	
TASK ORDER #: 23	CONTRACT: C18-2677-WS POLY, INC.
TASK ORDER AMOUNT: \$_NTE \$49,013.25	MASTER SERVICE AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	-
Poly, Inc.	
FIRM'S NAME	
Bruce Bradley, P.E	
REPRESENTATIVE'S PRINTED NAMES	
SIGNATURE	
President	October 6, 2021
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
Affilia	Jeffrey A Hyde Hyde Date: 2021.12.09 15:19:26 -06'00'
SIGNATURE	PURCHASING MANAGER
Purasa Works Dispuson	DATE
12/9/21	Faye Douglas Digitally signed by Faye Douglas Date: 2021.12.10 08:15:44-06'00'
DATE	OMB DIRECTOR/DATE
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	970 - A

Revised January 21, 2020

C18-2677-WS

TASK ORDER 23

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for REDWOOD AVENUE SIDEWALK IMPROVEMENTS CEI SERVICES (FY 2021-22)

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Public Works Department (COUNTY) to provide field inspection services as directed and general engineering services for the PROJECT as needed. It shall be the responsibility of the CONSULTANT to administer, monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the Construction Contract. Also, to observe the CONTRACTOR's work to determine the progress and quality of work as well as identify discrepancies, report significant discrepancies to the COUNTY and direct the CONTRACTOR to correct observed discrepancies. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional construction phase services that CONSULTANT agrees to furnish include, but are not limited to the items below:

- Attend pre-construction kick-off meeting with Contractor, EOR, and Owner, planned and scheduled by others.
- Regular on-site observation by Project Representative*
 - o Pre-construction site video with photos of areas of concern
 - o Observation reports from period of on-site inspection
- Witness critical inspection points: (CEI to be notified a minimum of one week in advance of need for verification testing)
 - o Retention Wall: periodic observation and compaction testing**
 - Embankment: periodic compaction testing**
 - Base: periodic compaction testing**
 - o Concrete: In-process inspection and collect tickets
- Periodic on-site observation by Engineer
- Attend progress meetings
- Attend substantial completion and final inspection of project and assist Owner with punch list
- Assistance with final reports for OCPW (photos, updated maps, etc.)
- Assistance with processing of final payment paperwork by Contractor

^{*}This is not intended to be a full-service CEI contract. As such, CEI will not bear responsibility for work items found to be deficient during absence of on-site CEI representation.

^{**}Costs for any geotechnical services, including compaction and concrete testing, to be borne by the CONTRACTOR.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the February 6, 2018 Agreement, based on the CONSULTANT's Hourly Rates for the actual time worked on the Project, plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$49,013.25.

Construction, Engineering, and Inspection will be provided as shown in the attached staff-hour cost estimate for a price of NTE \$49,013.25. The CEI services cost estimate is based on the 150-day construction duration defined in the subject Construction Contract.

Article D. Period of Service:

The estimated duration of services is 150 days/5 months (includes pre- and post-construction services). The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

Upon Execution of Task Order September 30, 2022

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT				
Name: Jason Autrey, P.E. Director 1791	Name: Bruce Bradley, P.E. Pesident July 12 Stables 10/06/2021				
signature date	signature date				
Address: 1759 S. Ferdon Blvd., Crestview, FL 32536	Address: P.O. Box 841 Shalimar, FL 32579				
Telephone: (850) 689-5772	Telephone: (850) 609-1100				

***** End *****

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2677-WS</u>	_
TASK ORDER #:	CONTRACT: C18-2677-WS POLY, INC.
TASK ORDER AMOUNT: \$40,000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	
Poly Inc. FIRM'S NAME	
Bruce Bradley, P.E.	
Suu Portelley	
SIGNATURE	
President	October 11, 2021
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
· · · · · · · · · · · · · · · · · · ·	Jeffrey A Digitally signed by Jeffrey A
SIGNATURE SIGNATURE	Hyde Date: 2021.10.12 14:09:06
Director	PURCHASING MANAGER
TITLE	DATE
10/11/2021	Faye Douglas Date: 2021.10.12 15:49:46-05'00'
DATE	OMB Director/DATE
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

Revised January 21, 2020

C18-2677-WS

TASK ORDER 22

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for General Computer-Aided Design & Drafting (CADD) Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with general Computer-Aided Design & Drafting (CADD) support services for assisting the Okaloosa County Water and Sewer Department (COUNTY). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general CADD support services that CONSULTANT agrees to furnish include, but are not limited to, survey assistance, fieldwork, drafting, engineering, design and special services, etc., and that are applicable to the General CADD Services (Project), as requested by COUNTY's representative as described below:

CONSULTANT will provide and perform general CADD and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attend meetings as requested by representatives of the COUNTY and provide CADD assistance, consultation, and opinions.
- Review COUNTY supplied survey data and import into CADD software.
- Utilize COUNTY supplied survey data to create base drawings to be used for design purposes, including creating surfaces and profiles from supplied data.
- Utilize COUNTY supplied survey data to create or update as-built drawings.
- Prepare and update drawings from redline mark-ups provided by COUNTY Engineering personnel (or CONSULTANT'S Engineering personnel if requested).
- Perform related engineering, design and permitting services as requested by COUNTY.
- Respond to general questions on CADD related matters as requested by the COUNTY.
- Assist with legal descriptions for easements and survey drawings as requested by the COUNTY.

The COUNTY shall submit each CADD work request to CONSULTANT'S CADD Manager. Once submitted, the CADD Manager will assign the requested work to an available CADD designer or technician and will coordinate with the COUNTY on schedule. The work will be completed in a timely fashion, but the schedule may be impacted based on the CONSULTANT'S current workload and previous commitments at the time of submission.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$40,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

October 15, 2021 September 30, 2022

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT				
Name: Jeff Littrell	Name: Bruce Bradley, P.E.				
Director	President				
J. L. L. 10 11 2021 date					
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579				
Telephone: (850) 651-7172	Telephone: (850) 609-1100				

***** End *****

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2677-WS</u>	_
TASK ORDER #: 🔊	CONTRACT: C18-2677-WS
TASK ORDER AMOUNT: \$40,000	POLY, INC. MASTER SERVCIE ENG. AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	
Poly Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME	
June 10 nealloy	
SIGNATURE	
President	August 25, 2021
TITLE	DATE
RECOMMENDED FOR APPROVAL	APPROVED BY OKALOOSA COUNTY
(Department Director)	(Per Purchasing Manual) Table 1
	Jeffrey A Digitally signed by
Jeff Littrell Street Control of the Law Service	Hvde Date: 2021.09.28
SIGNATURE	14:58:46 -05'00' PURCHASING MANAGER
Director	
TITLE	DATE
09/28/2021	Faye Douglas Digitally signed by Faye Douglas Date: 2021.09.28 15:04:42 -05'00'
DATE	OMB Director/DATE
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

Revised January 21, 2020

C18-2677-WS

TASK ORDER 21

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2022 Individual Water Use Permitting (IWUP) Compliance and Reporting

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and special services, etc., and that are applicable to the Professional Engineering Services for Individual Water Use Permit (formerly known as Consumptive Use) Compliance and Reporting, as required by the COUNTY'S IWUP/(formerly CUPs) as described below:

CONSULTANT will provide and perform professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings relating to any OCWS IWUP/CUP.
- Performing static water level testing of all wells (including monitoring) outlined in the COUNTY's IWUP/CUPs (and others as directed by OCWS staff).
- Preparing and submitting all reporting (quarterly, annual and other as required) outlined in the COUNTY's IWUP/CUPs. Review OCWS water quality and quantity data, look for trends and coordinate with OCWS' Water Operations Supervisor.
- Providing assistance in ensuring OCWS's compliance with all requirements of the COUNTY's IWUP/CUPs.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$40,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

October 1, 2021 September 30, 2022

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell Director	Name: Bruce Bradley, P.E. President
Jeff Littel 9 23 2021 signature	Quie Bhellog August 25, 2021
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

***** End *****

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2677-WS</u>	_	
TASK ORDER #: 20	CONTRACT: C18-2677-WS POLY, INC.	
TASK ORDER AMOUNT: \$48,000	MASTER SERVCIE ENG. AGRE EXPIRES: 09/30/2022	EEMENT
OFFERED BY CONSULTANT:		
Poly Inc.		
Bruce Bradley, P.E. REPRESENTATIVE'S PRINTED NAME Multiple Signature Signature		
President		
TITLE	August 25, 2021 DATE	
PEGGMMTN TO THE THE	SAL	
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1	
Jeff Littrell	Jeffrey A Digitally signed by Jeffrey A Hyde	
	Hyde Date: 2021.09.28 14:57:28 -05'00'	
SIGNATURE Director	PURCHASING MANAGER	
TITLE		
	DATE	
09/28/2021	Faye Douglas Digitally signed by Faye Douglas Date: 2021.09.28 15:04:09-05'00'	
DATE	OMB Director/DATE	
	DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	

Revised January 21, 2020

C18-2677-WS

TASK ORDER 20

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2022 General Professional Engineering Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and special services, etc., and that are applicable to the General Professional Engineering Services (Project), as requested by COUNTY's representative as described below:

CONSULTANT will provide and perform general professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Perform professional engineering services that might include engineering or environmental rate studies.
- Developing schedules, plans, engineering analyses and evaluations to address small independent issues or projects.
- Providing assistance in identifying and acquiring grants and loans from federal agencies or other
 applicable sources of funding, as well as any resulting reporting or grant compliance.
- Assisting with permits with federal, state, and local government agency permits (fees to be provided by the COUNTY) and inquiries from regulatory agencies not associated with other projects.
- Assisting the COUNTY to develop conceptual level planning documents and preparing cost estimates, prior to the development of larger task orders, to evaluate the feasibility of different alternatives.
- Preparation of small investigations or evaluations of existing infrastructure (water wells, tanks, lift stations, conveyances) including investigation or evaluations of equipment or unit processes under consideration by the COUNTY for incorporation in their system.
- Performing field investigations and construction observation not associated with other projects or task orders.

- Perform land surveys (boundary and/or topographic) including easement preparation for properties and/or projects in support of on-going operations including property acquisitions.
- Perform Phase I and/or Phase II Environmental Investigations for properties under consideration for acquisition.
- Developing presentations to the Board of COUNTY Commissioners, the general public, regulatory
 agencies, professional societies, or civic groups regarding projects or activities undertaken or in
 consideration by the COUNTY.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative including research into archival information of previous projects.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$48,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

October 1, 2021 September 30, 2022

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell Director 9 23 262 date	Name: Bruce Bradley, P.E. President July Physics 25, 2021 date
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579
Telephone : (850) 651-7172	Telephone: (850) 609-1100

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2677-WS</u>	_
TASK ORDER #: 19	CONTRACT: C18-2677-WS - POLY, INC.
TASK ORDER AMOUNT: \$_75,000	MASTER SERVCIE ENG. AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	- .
Poly Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
Sum Ponted Name	
President	August 25, 2021
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
Jeff Littrell Character of Character County Water & Sewer Spann out-Disease County Water & Sewer Spann out-Disease County (SCC	Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.09.02 07:38:35-0500
SIGNATURE	PURCHASING MANAGER
Water & Sewer Director	
TITLE	DATE
08/27/2021	Faye Douglas Date: 2021.09.28 08:39:46
DATE	OMB Director/DATE
	DATE
John Hofstad Date: 2021.09.28 11:31:07	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE
··· -	DAIE

Revised January 21, 2020

C18-2677-WS

TASK ORDER 19

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Gravity Sewer Rehabilitation Maintenance Contracts – CEI Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional construction phase services that CONSULTANT agrees to furnish include, but are not limited to, regular on-site observation by Project Representative during installation of the gravity sewer infrastructure cleaning, CCTV inspection, lining and other repairs, periodic on-site observation by Engineer, processing and approval of all pay requests by Contractor, preparation of reports and maps to Owner as construction progresses, preparation of Task Orders for Contractor as each phase of project is added and any other services requested by OCWS related to sewer rehabilitation.

Post construction services will include finalization and delivery of all final reports for OCWS (photos, updated maps, etc.), processing of final payment paperwork for each Task Order by Contractor and evaluation and proposal of next phase of rehabilitation to be constructed under renewable maintenance contract(s).

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the February 6, 2018 Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project, plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$75,000.00.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

October 1, 2021 September 30, 2022



The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell Director Jeff Littrell Splany spread by Juff Largel Div. Cro-Jeff Littre Div. Cro-Jeff Littre Spread System on County Water Spread System on County Water County Spread Date: 2021.08.27 18 25-16-05:00	Name: Bruce Bradley, P.E. President 08/27/2021 OBJURE TO BLADING
signature	date signature gate
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	
Telephone: (850) 651-7172	Telephone: (850) 609-1100

***** End *****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2021

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

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

Slin 568 P. O	oucer gluff United Insurance South Oates St. . Box 6947 Ian, AL 36302-6947			¥ (E-MAIL ADDRES	INS	URER(S) AFFOF	FAX (A/C, No): (334)	NAIC#
						RA:OWNEF			32700
INSU						RB:Auto O	wners Insu	rance	18988
	Poly, Inc. P.O. Box 837				NSURE				
	Dothan, AL 36302				NSURE				
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CO	/ERAGES CEF	TIEIC	~ A TE	NUMBER:	NOURE	KF:		REVISION NUMBER:	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
								MED EXP (Any one person) \$	
								PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	
\	OTHER:							\$ COMBINED SINGLE LIMIT	4 000 000
A	AUTOMOBILE LIABILITY							(Ea accident) \$	1,000,000
	X ANY AUTO SCHEDULED	X		49-299338-00		11/1/2021	11/1/2022	BODILY INJURY (Per person) \$	
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
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	EXCESS LIAB CLAIMS-MADE	-	1					AGGREGATE \$	
	DED RETENTION \$	1						PER OTH- STATUTE ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							i '	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT \$	
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	
В	DÉSCRIPTION OF OPERATIONS below Bus Auto Florida	X		49-299338-01		11/1/2021	11/1/2022	E.L. DISEASE - POLICY LIMIT \$ CSL	1,000,000
DES Conf	RIPTION OF OPERATIONS / LOCATIONS / VEHIC ract #C18-2677-WS	CLES (ACORI	O 101, Additional Remarks Schedule	, may b	e attached if moi	re space is requi	red)	
Okal	oosa County is listed as additional ins	ured	as re	spects Business Auto Polic	y and	Form #58504	•	e e e e e e e e e e e e e e e e e e e	
						POLY,	INC.	C18-2677-WS /ICE AGREEMENT -	
CFI	RTIFICATE HOLDER				CAN		NEERING		-
<u>УЫ</u>	Okaloosa County 5479A Old Bethel Road Crestview, FL 32536				SHC	EXPIR EXPIRATION	ES: 09/36		DELIVERED IN
e ^s	,,				AUTHO	m E to	NTATIVE		

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVER-AGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an insured under SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. 5. Our Right to Recover Payments is deleted and replaced by the following condition.

5. Our Right to Recover Payments
If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

only if such rights have been waived by the written contract prior to the accident or loss which caused the bodily injury or property damage.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2021

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PRO	DUCER				CONTA NAME:	Ст Jackie Ми	irk			
RSC	Insurance Brokerage, inc.				PHONE FAX (A/C, No, Ext): (A/C, No):					
109	Columbiana Road				E-MAIL ADDRE	مادها والمحادث	k-strategies.c			· · · · · · · · · · · · · · · · · · ·
					ADDINE		SURER(S) AFFOR	RDING COVERAGE		NAIC#
Birn	ningham			AL 35209	INSURE	Translan		mpany of America		25666
INSU	RED				t	MODILITY.				25674
	Poly, Inc.				INSURE	Th - T	elers Indemn	ty Company		25658
Polyenvironmental Corporation					INSURE	VI 0	alty Insurance	Company		37885
P.O. Box 837					INSURE					
Dothan AL 36302					INSURE					
CO	/ERAGES CER	TIFIC	ATE	NUMBER:	1 1100112			REVISION NUMBER:		<u> </u>
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INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
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	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00	000,00
								MED EXP (Any one person)	\$ 5,00	00
Α		Y		6806H40680A		11/01/2021	11/01/2022	PERSONAL & ADV INJURY	\$ 1,00	000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	00,000
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 2,00	00,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS	Į.						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
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	DED RETENTION \$ 10,000					<u> </u>			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							➤ PER STATUTE ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Υ	UB7J652799		11/01/2021	11/01/2022	E.L. EACH ACCIDENT	\$ 1,00	0,000
	(Mandatory In NH) If yes, describe under			, ,			THOME	E.L. DISEASE - EA EMPLOYEE	\$ 1,00	0,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000
D	Professional Liability			DPR9985481		11/01/2021	11/01/2022	Each Claim	\$5,0	00,000
								Aggregate	\$5,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Contract #C18-2677-WS. Okaloosa County and Okaloosa County Board of Commissioners are included as an Additional Insured as respects the General Liability. Waiver of Subrogation applies to Workers' Compensation. These provisions must be required by and accepted by the insured in written contract or agreement.										
CER	TIFICATE HOLDER				CANC	ELLATION				
<u>VLI</u>	Okaloosa County 5479A Old Bethel Road				SHO THE	ULD ANY OF TI	ATE THEREOF	SCRIBED POLICIES BE CAN , NOTICE WILL BE DELIVERI PROVISIONS.) BEFORE

Crestview

FL 32536

AUTHORIZED REPRESENTATIVE



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/14/2021

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

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109 COUNTMAND ROUGH POLICY PERSON NUMBERS A TOWNSHIP ROBERT COMPANY A	RSC	C Insurance Brokerage, Inc.				PHONE (A/C. No	. Ext1:		FAX (A/C, No):		
MISURED MISU	109	Columbiana Road				E-MAIL ADDRES	ss: jmurk@ris	k-strategies.co			
MINIMARD Poly, Inc. Po							INS	SURER(S) AFFOR	IDING COVERAGE		NAIC#
Poly, Inc. Polyenvironmental Corporation Polyenvironmental Corpora	Birm	ningham			AL 35209	INSURE	RA: Travelers	Indemnity Co	mpany of America		25666
Polyenvironmental Corporation P.C. Box 837	INSU	RED				INSURER B:					25623
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TASK ORDER APPROVAL FORM

CONTRACT#: C18-2677-WS TASK ORDER #: 12 - Revision 01 POLY, INC. TASK ORDER AMOUNT: NTE \$73,000 \$92,380 MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022 OFFERED BY CONSULTANT: Poly, Inc. FIRM'S NAME Bruce Bradley, P.E. SIGNATURE President 1/28/2021 TITLE DATE RECOMMENDED FOR APPROVAL APPROVED BY OKALOOSA COUNTY (Department Director) (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. Jeff Littrell Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.02.11 09:49:18 -06:00 Jeff Littrell Jeff Hyde, PURCHASING MANAGER **WATER & SEWER DIRECTOR** TITLE DATE Faye Douglas Digitally signed by Faye Douglas Date: 2021.02.11 09:51:31 -06'00' 02/11/2021 DATE Faye Douglas OMB DIRECTOR (if applicable) DATE John Hofstad Digitally signed by John Hofstad Date: 2021.02.11 17:29:30 -06'00' John Hofstad Carolyn N. Ketchel COUNTY ADMINISTRATOR (if applicable) CHAIRMAN (if applicable) DATE DATE

CONTRACT #: C18-2677-W\$

C18-2677-WS

Revision 1 TASK ORDER 12

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services to Provide Professional Engineering Design Services for the JDMWRF Effluent Disposal Expansion Modification

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering design, permitting and bid phase services for the JDMWRF Effluent Disposal Expansion ReDesign (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The Scope of Services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and professional engineering design services to construct new wastewater effluent disposal beds to expand disposal capacity at the JDMWRF and to prepare contract documents for construction, permitting assistance and bid/construction phase services for the construction of the PROJECT. The engineering and technical services that may be authorized in this task order by the COUNTY's Representative include, but are not limited to the following:

- 1. Engineering Design Phase Services
- 2. Permitting Phase Services
- Bid Phase Services
- 4. Preliminary Geotechnical Exploration (by SubConsultant)

Specific Work Tasks that may be authorized by the COUNTY's Representative are presented below:

Work Task 1. Engineering Design Phase Services

1.1 Design Phase Services

- 1.1.1 CONSULTANT shall utilize field surveys, wetland delineations and topographic data furnished by COUNTY for design of PROJECT.
- 1.1.2 As authorized by the COUNTY's Representative, CONSULTANT shall contract with a licensed geotechnical engineering firm to perform a geotechnical investigation of the proposed expanded site in areas to be cleared and grubbed under separate contract by the Airport Department. The intent of the investigation shall be to establish the information and data necessary to design new beds in the cleared areas, to replace those earlier designed and permitted immediately adjacent to the BSA runway and taxiway (inside the fence) in the PROJECT. CONSULTANT shall incorporate information, recommendations, and conclusions from the geotechnical engineering consultant into the final design of the PROJECT.

- 1.1.3 CONSULTANT shall evaluate recommendations of loading rates and any other pertinent information for areas newly cleared west of the existing taxiway, runway and existing disposal beds, provided by the Geotechnical SubConsultant, as outlined in Work Task 4 below.
- 1.1.4 CONSULTANT shall develop detailed updated design drawings depicting existing site conditions, proposed disposal bed expansion, electrical, pipeline alignments, connections to existing beds and controls, upgrade of controls to accommodate bed expansion, locations of valves, fittings, air release valves, and other appurtenances for a complete effluent disposal facility.
- 1.1.5 CONSULTANT shall update technical specifications in general conformance with the Construction Specifications Institute.
- 1.1.6 CONSULTANT shall request technical specifications from Okaloosa County Airports (OCA) for any portion of the PROJECT to be constructed inside the new BSA fence (as outlined in CADD Drawings provided to CONSULTANT by OCA), to be included in contract documents.
- 1.1.7 CONSULTANT shall review with COUNTY at specified intervals representing initial Conceptual Drawing if Geotech deems feasibility of relocation of beds, 60%, 90%, and 100% final drawings (after permitting; released for construction). Technical Specifications shall be submitted at 60% and subsequent reviews. Contract documents shall be submitted at 90% and subsequent reviews.
- 1.1.8 CONSULTANT shall prepare an opinion of probable cost for COUNTY's review and with detail consistent with each review submittal. The estimates of project costs provided by the CONSULTANT will be made on the basis of information available to the CONSULTANT and CONSULTANT'S past experience. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the Proposers' methods of determining prices, competitive bidding and market conditions, and future economic and unforeseen conditions, there will be no guarantee or warranty that future costs will not vary from estimates and projections.
- 1.1.9 CONSULTANT shall submit Final Construction Ready plans and specifications to COUNTY for final construction and procurement.
- 1.1.10 CONSULTANT shall prepare any reports and other documents required by the funding agency (GRANTOR) for submission by the COUNTY to the agency, during design, permitting and bid phase period.

Work Task 2. Permitting Phase Services

2.1 Permitting and Interagency Coordination

- 2.1.1 CONSULTANT shall prepare necessary permit applications for approval by the Florida Department of Environmental Protection (FDEP) and Federal Aviation Administration (FAA). All permit fees shall be paid for by COUNTY.
- 2.1.2 CONSULTANT shall coordinate with said agencies and respond to any requests for additional information, in order to obtain all necessary permits.
- 2.1.3 CONSULTANT shall coordinate with Okaloosa County Airports (OCA) Administration to develop interdepartmental agreement between OCA and OCWS for construction and maintenance of the PROJECT.

Work Task 3. Bid Phase Services

3.1 Bid Documents

3.1.1 CONSULTANT shall update standard contract documents using CONSULTANT's standard EJCDC format documents and inclusive of any COUNTY required documents. In addition, contract documents will be prepared to meet Gulf Consortium (GRANTEE) requirements.

- 3.1.2 CONSULTANT shall submit Bid Phase documents for COUNTY's review to include but not limited to Purchasing, Risk Management, and Legal. CONSULTANT shall incorporate comments received from these departments.
- 3.1.3 CONSULTANT shall assist COUNTY's Purchasing Department with the Bid Process. Assistance shall generally consist of:
 - 3.1.3.1 Answering any RFI's from planholders that arise during the bid process.
 - 3.1.3.2 Conducting a Pre-Bid meeting and making notes from that meeting toincorporate into Addendum.
 - 3.1.3.3 Attending the public bid opening.
 - 3.1.3.4 Reviewing all bids received to determine if they are responsive and responsible.
 - 3.1.3.5 Conduct any necessary investigations of the successful bidder if they have not previously performed work for the COUNTY.
 - 3.1.3.6 Prepare a tabulation of bids received and Recommendation of Award to submit to COUNTY for approval.
 - 3.1.3.7 Prepare contract documents for execution by the successful bidder and the COUNTY. CONSULTANT will submit to COUNTY's Purchasing Department for review by Purchasing, Risk Management, and Legal, and incorporate any comments received from these departments.

Work Task 4. Preliminary Geotechnical Exploration (by SubConsultant) As REVISED

CONSULTANT will retain LMJ as Geotechnical Subconsultant to perform the preliminary investigation as defined in the LMJ attachment to this task order. LMJ has perfomed the geotechnical investigations for the initial preliminary planning/siting of the original effluent disposal beds and all subsequent investigations and modeling required for the construction and proposed expansions of the facility. Generally, services shall consist of a preliminary round of borings and evaluation of site conditions to determine if relocation is possible and feasible. The results of the exploration will be presented in a report, signed and sealed by a FL professional geotechnical engineer. If results are favorable, LMJ plans to use basic analysis methods to modify the full geotechnical report required for FDEP permitting rather than preparing new groundwater flow model or mounding analysis, as no new capacity is being requested.

<u>Revision</u> - Preliminary round of borings and evaluation of site conditions found the initial proposed site for the relocation of the disposal beds to be unsuitable for use. Additional round of borings and evaluation of conditions is required to determine if relocation to an area south of the existing absorption beds is possible and feasible. The additional costs for geotech investigation and possible clearing, as well as preliminary phase design services resulting from the additional relocation are included in the amended Table in Section C. below.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement. The budget ceiling for this Task Order is \$92,380.00-\$73,000.00. A breakdown of the budget ceilings for this Task Order is presented in Table C-1 following:

TABLE C-1 - BREAKDOWN OF BUDGET CEILING

Work Task Description	Work Task Cost Ceiling	Compensation Method
1. Engineering Design Phase Services	\$42,000 \$37,500	Time and Materials
2. Permitting Phase Services	\$7,680	Time and Materials
3. Bid Phase Services	\$10,000	Time and Materials
4. Preliminary Geotechnical Investigation	\$25,700 \$14,320	Time and Materials
4a. Clearing Services for Geotech (if required)	\$7,000 \$3,500	Time and Materials
TOTAL BUDGET CEILING	\$92,380 \$73,000	

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order Upon Execution September 30, 2022

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order, as revised. Communications between the parties shall be through the Authorized Representatives:

For COUNTY	For CONSULTANT
Name: Jeff Littrell	Name: Bruce Bradley, P.E.
Director	President
Jeff Littrell Distance spore by and Limit in Charlest Courts Wiser & Sever 02/11/2021 System, and Charlest Courts Wiser & Sever 02/11/2021 Charlest Courts (Court of Courts) Courts (Court of Courts) Courts (Court of Courts) Courts (Courts)	The Malloy 1/28/2021
signature date	
Address: 1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841
Fort Walton Beach, FL 32547	Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

***** End *****



January 26, 2021

Ms. Beth Brant, PE

Poly, Inc.

Via email: bbrant@poly-inc.com

Subject:

Preliminary Geotechnical Exploration Proposal

Bob Sikes Airport Southern Drip Beds

Crestview, Florida

Dear Ms. Brant.

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site is located at the Bob Sikes Airport in Crestview, Florida. We understand the client wants to move two of the previously permitted reclaimed water drip beds to alternative locations on airport property. The drip beds to be moved are currently planned to be constructed around the southeast end of the runway. We understand that you propose to relocate them to an area south of the existing drip bed system. The provided aerial photographs indicate the new area is wooded, with an unpaved road crossing the general area. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

Proposed Scope of Services

At this time, we propose a preliminary round of borings evaluate the soil conditions at the new locations and see if relocation is possible. If soil conditions are favorable, we should have a meeting or discussion with FDEP to discuss analysis methods.

We propose to perform the following:

- A site visit by our engineering staff to layout boring locations.
- ▼ Notify Sunshine One Call to mark registered utilities. Non-registered or private utilities are the responsibility of the client to clear.
- ▼ Mobilize a truck mounted drill rig and drill team to the site.
- ▼ Drill six SPT borings to a depth of 40 feet.
- ▼ Take up to four Shelby tube samples for laboratory testing.
- ▼ Perform a visual classification of the soil samples obtained during our exploration.
- Perform laboratory tests to evaluate and document soil properties for our analysis. These tests may include water content and sieve analysis. We have included a budget for four falling head permeability tests on the Shelby tube samples.
- Analyze the field and laboratory data noted above to provide preliminary recommendations for the project.

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:



- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater at the time of drilling.
- ▼ A discussion of laboratory test results.
- ▼ A general discussion of suitability of the proposed new site locations for drip beds.
- ▼ Attend meeting with FDEP if needed.

Estimated Costs

Our itemized cost breakdown for this project is attached as **Figure #1**. We propose to provide the scope of services in this proposal for an estimated fee of **\$11,380.00**. LMJ can provide clearing services with dozer and difficult moving to access the boring locations for an additional **\$1,500.00**- **\$3,500.00**. We will use existing unpaved road (if clear) to minimize these costs. This proposal assumes that boring locations are accessible, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

Authorization

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Professional Services Agreement (Figure #2)** to our office. **LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

Jerry Memon Terry Niemann Project Manager

Attachments

Figure #1

Cost Breakdown



Client: Polyengineering

Project: Bob Sikes Airport Southern Drip Beds

Drilling/Field Services		Unit F	ee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	\$395	Ea		
	26-75 Mi	\$475	Ea		
	76-125 Mi	\$550	Ea	1	550.00
Standard Penetration Test Borings	0-40 Ft	\$14	Ft	240	3,360.00
6 @ 40 ft	41-80 Ft	\$16	Ft		
	81-120 Ft	\$20	Ft		
Tripod Borings	0-30 Ft	\$20	Ft		
	31-60 Ft	\$22	Ft		
Auger/Probe Borings		\$13	Ft		
2-Man Drill Crew Mileage	pagangany)	\$1	Mi	360	360.00
Difficult Moving Time (Clearing, Matting, Har	nd Carry, Etc.)	\$175	Hr		
Obtain Bulk/Shelby Tube Sample		\$125	Ea	4	500.00
Engineering Technician (Locate Borings & C	lear Utilities)	\$75	Hr	8	600.00
Engineering Technician Mileage	**************************************	\$0.6	МІ		
		Drill	ing/	Field Total	\$5,370.00

Laboratory Testing Services

Water Content	\$20 Ea	24	480.00
Sieve Analysis	\$100 Ea		gang kan ganar carasa sasa sasa sasa sa sa sasa sasa sas
Wash #200 Sieve	\$50 Ea	24	1,200.00
Atterberg Limits	\$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	\$175 Ea	4	700.00
Limerock Bearing Ratio (LBR)	\$425 Ea		
Basic Properties Testing Allowance	Lump Sum		
l a	horatory Test	ing Total	\$2,380,00

Engineering Services

Senior Principal Geotechnical Engineer	\$170 Hr		
Principal Geotechnical Engineer	\$150 Hr	4	600.00
Senior Geotechncial Engineer	\$130 Hr		
Project Engineer	\$115 Hr		
Project Manager	\$105 Hr	26	2,730.00
CAD Technician	\$60 Hr	5	300.00
	Engineering	Total	\$3,630.00

Total Estimated Cost

\$11,380.00

For

Larry M. Jacobs & Associates, Inc.



Professional Services Agreement

Date	January 26, 2021	
Project	Bob Sikes Airport Southern Drip Beds	
Location	Crestview, Florida	
Scope	As per attached proposal dated January 26, 2021	_
Estimated Cost	\$11,380.00 plus \$\$1,500.00-\$3,500.00 for clearing services.	
Invoicing	Monthly, Payment Due Upon Receipt of Invoice	

LMJ looks forward to working with you on this project. The attached **Terms and Conditions** are an integral part of this agreement, and by signing below you indicate your understanding and acceptance of these conditions. To authorize our services, please fill in the box section below, sign, and return one original signature copy to our office.

PARTY RESPONSIBL	_	Disc. ()	
Address		_ Fax ()	
City, State			
Signature:		Email	

Page 1 of 2

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees, hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Invoicing

Invoicing is on a monthly basis with payment due upon receipt of invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

Testing and Observations

Testing and observations are discrete sampling procedures and results only represent conditions at the depths, locations, and times the tests were performed. Client understands that testing and observations are not continuous or exhaustive and are conducted to reduce, but not eliminate, project risk. Client agrees to the level and amount of testing and observations performed and the associated risk. LMJ is not responsible for damages for services not performed due to failure to request or schedule by the Client. LMJ is not responsible for the quality and completeness of Client's contractor's work or the contractor's adherence to the project documents. LMJ's services do not relieve the Client's contractor from its responsibility for complying with the contract documents or from its responsibility for any defects discovered in its work or create a warranty or guarantee.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/14/2021

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

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

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	Okaloosa County Board of Comr 5479A Old Bethel Road	missio	ners /	Attn: Holly Cano	THE !	EXPIRATION D	· · · · ·	NOTICE WILL BE DELIVEN	⊾⊅ ····	
	5479A Old Bettlet Road			Ī	AUTHOR	IZED REPRESEN	ITATIVE			
	Crestview			FL 32536			MB	Austin		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/14/2021

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

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PRO	DUCER				CONTA:	DACKIC INIU	rk			
RŞ	Insurance Brokerage, Inc.			l	PHONE FAX (A/C, No, Ext): (A/C, No):					
109	Columbiana Road				E-MAIL ADDRE	imuel/@rie	k-strategies.co	om		
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	Poly, Inc.				INSURE	R C : Travelers	Property Cas	ualty Company of America		25674
]	Polyenvironmental Corporation				INSURE		Casualty Insu	rance Company of America		19046
	P.O. Box 837				INSURE	VI Conn	alty Insurance	Company		37885
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Re:	Contract #C17-2483-WS.									
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l	Crestview			FL 32536			MA	6 Chuitin		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/14/2021

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RODUCER

SC JONIAGE Jackie Murk

this certificate does not confe	ringhts to the centificate holder in lieu of su	cn endorsement(s).	
PRODUCER		CONTACT Jackie Murk	
RSC insurance Brokerage, Inc.		PHONE FAX (A/C, No. Ext): (A/C, No):	
109 Columbiana Road		E-MAIL ADDRESS: jmurk@risk-strategies.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
Birmingham	AL 35209	INSURER A: Travelers Indemnity Company of America	25666
INSURED		INSURER B : Phoenix Insurance Company	25623
Poly, Inc.		INSURER C: Travelers Property Casualty Company of America	25674
Polyenvironmental C	orporation	INSURER D: Travelers Casualty Insurance Company of America	19046
P.O. Box 837		INSURER E: XL Specialty Insurance Company	37885
Dothan	AL 36302	INSURER F :	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	
INDICATED. NOTWITHSTANDING A CERTIFICATE MAY BE ISSUED OR	ANY REQUIREMENT, TERM OR CONDITION OF AN	EN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD IY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS HE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EN REDUCED BY PAID CLAIMS.	

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	
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	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
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	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #C13-2067-WS.

Okaloosa County is included as an additional insured as respects the General Liability. These provisions must be required by and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER		CANCELLATION
Okaloosa County Board of Commissione 5479A Old Bethel Road	rs Attn: Holly Cano	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
547 3A Old Bettlef Road		AUTHORIZED REPRESENTATIVE
Crestview	FL 32536	MB Chuikin

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/14/2021

01/14/2021 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): E-MAIL RSC Insurance Brokerage, Inc. FAX (A/C, No): 109 Columbiana Road imurk@risk-strategies.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # Birmingham AL 35209 Travelers Indemnity Company of America 25666 INSURER A : INSURED Phoenix Insurance Company 25823 INSURER B Poly, Inc. Travelers Property Casualty Company of America 25674 INSURER C Polyenvironmental Corporation Travelers Casualty Insurance Company of America 19046 INSURER D P.O. Box 837 XL Specialty Insurance Company 37885 INSURER E : Dothan AL 36302 INSURER F COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR INSD WVD POLICY EFF (MM/DD/YYYY) POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE | COCUR 1,000,000 PREMISES (Ea occurrence 5.000 MED EXP (Any one person) 6806H40680A 11/01/2020 11/01/2021 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE POLICY PRO-2,000,000 PRODUCTS - COMP/OP AGG OTHER AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 1,000,000 ANYAUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY В SCHEDULED BA1R396091 11/01/2020 11/01/2021 BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY HIRED PROPERTY DAMAGE AUTOS ONLY UMBRELLA LIAB OCCUR 5,000,000 EACH OCCURRENCE C **EXCESS LIAB** CUP4C228788 11/01/2020 11/01/2021 5,000,000 CLAIMS-MADE AGGREGATE DED | RETENTION \$ 10,000 WORKERS COMPENSATION ➤ PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1.000,000 E.L. EACH ACCIDENT N/A UB7J652799 11/01/2020 11/01/2021 1.000.000 E.L. DISEASE - EA EMPLOYER If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Professional Liability Ε DPR9968640 11/01/2020 11/01/2021 Each Claim \$5,000,000 Aggregate \$5,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Contract #C19-2768-WS. Okaloosa County is included as an additional insured as respects the General Liability. These provisions must be required by and accepted by the insured in written contract or agreement. **CERTIFICATE HOLDER** CANCELLATION

Okaloosa County Board of Commissioners Attn: Holly Cano
5479A Old Bethel Road

Crestview

FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT#: C18-2677-WS

TASK ORDER #: 14	POLY, INC.
TASK ORDER AMOUNT: \$167,500	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	
Poly, Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME SIGNATURE	
SIGNATURE	
President TITLE	9/4/2020 DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
Jeff Littrell Strong again by And Clared On Colomy Water & Server Spring and Clared On Colomy Water & Server Spring and Clared WCC. Server (Annual Spring and Clared WCC) Se	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Date: 2020 09 24 09:03:07 -05:00
SIGNATURE	PURCHASING MANAGER
Water & Sewer Director	
TITLE	DATE
09/23/2020	Faye Douglas Digitally signed by Faye Douglas Date: 2020.10.09 09:45:46
DATE	OMB Director/DATE
John Hofstad Digitally signed by John Hofslad Date: 2020.10.09 10:08:17	DATE SEAL S
COUNTY ADMINISTRATOR (if applicable)	Robert A. "Trey" Goodwin III CHAIRMAN (if applicable)
DATE	OCT 2 0 2020
DATE	DAIL

Revised January 21, 2020

CONTRACT #: C18-2677-WS

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C18-2677-WS

TASK ORDER 14

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services to Provide Professional Engineering Design and Construction Management Services for the Okaloosa Island Booster Station Improvements

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering design, permitting, bid phase and construction phase services for the Okaloosa Island Booster Station Improvements Project (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The Scope of Services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and professional engineering design services to construct a new wastewater pumping station and to prepare contract documents for construction, permitting assistance and bid/construction phase services for the construction of the PROJECT. The engineering and technical services that may be authorized in this task order by the COUNTY's Representative include, but are not limited to the following:

- 1. Engineering Design Phase Services
- 2. Permitting Phase Services
- 3. Bid Phase Services
- Construction Phase Services

Specific Work Tasks that may be authorized by the COUNTY's Representative are presented below:

Work Task 1. Engineering Design Phase Services

1.1 Design Phase Services

- 1.1.1 CONSULTANT shall utilize field surveys, wetland delineations, and topographic data furnished by COUNTY for the design of the PROJECT.
- 1.1.2 CONSULTANT shall evaluate desired flow rates and conditions and recommend pumping rates to meet the current and anticipated demands while maintaining adequate pressures on the suction side piping network. This shall include basic hydraulic modeling and analyzing data provided by the COUNTY.
- 1.1.3 As authorized by the COUNTY's Representative, CONSULTANT shall contract with a licensed geotechnical engineering firm to perform a geotechnical investigation of the proposed site. The intent

- of the investigation shall be to establish the information and data necessary to design the various structures that are included in the PROJECT. CONSULTANT shall incorporate information, recommendations, and conclusions from the geotechnical engineering consultant into the final design of the PROJECT.
- 1.1.4 CONSULTANT shall develop detailed design drawings depicting existing site conditions, proposed booster pump station with bypass piping, variable frequency drives (ramp up/down only), rechlorination system, generator, flow meter, concrete driveway, electrical, architectural, structural, pipeline alignments, connections to existing utilities, conduit/pull boxes for the relocation of COUNTY's fiber optic cables, locations of valves, fittings, and other appurtenances for a complete booster pump station replacement.
- 1.1.5 CONSULTANT shall develop technical specifications and verify dimensions for the replacement of two non-functioning altitude valves at the El Matador and East Island Tanks. This sub-task does not include the design of a new altitude valve system, but only incorporating the replacement of the existing altitude vaxlves with their modern-day equivalents into the bid documents.
- 1.1.6 CONSULTANT shall prepare technical specifications in general conformance with the Construction Specifications Institute.
- 1.1.7 CONSULTANT shall review with COUNTY at specified intervals representing 30%, 60%, 90%, and 100% final drawings (after permitting; released for construction). Technical Specifications shall be submitted at 60% and subsequent reviews. Contract Documents shall be submitted at 90% and subsequent reviews.
- 1.1.8 CONSULTANT shall prepare an opinion of probable cost for COUNTY's review and with detail consistent with each review submittal. The estimates of project costs provided by the CONSULTANT will be made based on information available to the CONSULTANT and CONSULTANT'S experience. Since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, the Proposers' methods of determining prices, competitive bidding and market conditions, and future economic and unforeseen conditions, there will be no guarantee or warranty that future costs will not vary from estimates and projections.
- 1.1.9 CONSULTANT shall submit Final Construction Ready plans and specifications to COUNTY for final construction and procurement.

Work Task 2. Permitting Phase Services

2.1 Permitting and Interagency Coordination

- 2.1.1 CONSULTANT shall prepare necessary permit applications for approval by the Florida Department of Environmental Protection (FDEP) and local County permitting agencies. All permit fees shall be paid for by COUNTY.
- 2.1.2 CONSULTANT shall coordinate with said agencies and respond to any requests for additional information, to obtain all necessary permits.
- 2.1.3 CONSULTANT shall submit signed and sealed electrical and structural plans and specifications to the Okaloosa County Growth Management Department on behalf of the COUNTY for the execution of required permits. The COUNTY will pay directly for all associated fees.

Work Task 3. Bid Phase Phase Services

3.1 Bid Documents

3.1.1 CONSULTANT shall prepare standard contract documents using CONSULTANT's standard EJCDC format documents and inclusive of any COUNTY required documents.

- 3.1.2 CONSULTANT shall submit Bid Phase documents for COUNTY's review to include but not limited to Purchasing, Risk Management, and Legal. CONSULTANT shall incorporate comments received from these departments.
- 3.1.3 CONSULTANT shall assist COUNTY's Purchasing Department with the Bid Process. Assistance shall generally consist of:
 - 3.1.3.1 Answering any RFI's from plan holders that arise during the bid process.
 - 3.1.3.2 Conducting a Pre-Bid meeting and making notes from that meeting.
 - 3.1.3.3 Attending the public bid opening if requested.
 - 3.1.3.4 Reviewing all bids received to determine if they are responsive and responsible.
 - 3.1.3.5 Conduct any necessary investigations of the successful bidder if they have not previously performed work for the COUNTY.
 - 3.1.3.6 Prepare a tabulation of bids received and Recommendation of Award to submit to COUNTY for approval.
 - 3.1.3.7 Prepare contract documents for execution by the successful bidder and the COUNTY. CONSULTANT will submit to COUNTY's Purchasing Department for review by Purchasing, Risk Management, and Legal, and incorporate any comments received from these departments.

Work Task 4. Construction Phase Phase Services

CONSULTANT shall serve as COUNTY's Representative for the PROJECT and shall serve as the COUNTY's representative at meetings, workshops, site visits, and other necessary functions of the PROJECT. Specifically, the CONSULTANT shall perform the following services:

4.1 Services During Construction.

CONSULTANT shall perform overall services during construction for the construction phases of the PROJECT. Specific services that shall be provided include:

- 4.1.1 Attend pre-construction conference and attend other meetings with representatives of the COUNTY, Suppliers, Contractors, and other appropriate parties when requested for consultation or conference about the construction activities of the projects.
- 4.1.2 Regular on-site construction observation by Project Representative averaging 16 to 18 hours/week*.
- 4.1.3 Witnessing critical inspection points such as compaction testing**, rebar inspections, concrete pours, pressure testing, major component installation, performance testing, startup, and final inspection.
- 4.1.4 Consult and advise COUNTY during construction and provide or coordinate technical interpretations of the drawings and specifications.
- 4.1.5 Evaluate and coordinate Contractor requested deviations from the approved design or specifications of the project and submit a recommendation to the COUNTY, and otherwise advise the COUNTY in the evaluation of the cost of necessary Contract change orders related to the projects.
- 4.1.6 Coordinate with the COUNTY the review of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data. The CONSULTANT shall review and shall coordinate the review of this data for general conformance with the design concepts of the project and general compliance with the information given in the drawings, specifications, and any addenda. The CONSULTANT shall have approval authority over this information.
- 4.1.7 Periodic visits by Engineer to the site of the project to observe the progress of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents and Permits.

- 4.1.8 Prepare digital RECORD DRAWINGS from as-built drawings prepared by CONTRACTOR and other maps, plans and survey data as available from the OWNER.
- 4.1.9 Make a final review of the construction and RECORD DRAWINGS to determine, in general, if the work has been completed in conformance with the plans and specifications.
- 4.1.10 Assist the COUNTY in performance testing and starting up installed equipment.
- 4.1.11 Prepare and submit permit closeout/clearance documents.
- * This is not intended to be a full-time inspection contract. As such, CONSULTANT will not bear responsibility for work items found to be deficient during the absence of an on-site project representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement. The budget ceiling for this Task Order is \$167,500.00. A breakdown of the budget ceilings for this Task Order is presented in Table C-1 below:

TABLE C-1 - BREAKDOWN OF BUDGET CEILING

Work Task Description	ork Task st Ceiling	Compensation Method
Engineering Design Phase Services (Including Geotech)	\$ 112,500	Lump Sum
2. Permitting Phase Services	\$ 7,500	Lump Sum
3. Bid Phase Services	\$ 10,000	Lump Sum
4. Construction Phase Services	\$ 37,500	Time & Materials
TOTAL BUDGET CEILING	\$ 167,500	

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

Upon Execution September 30, 2022

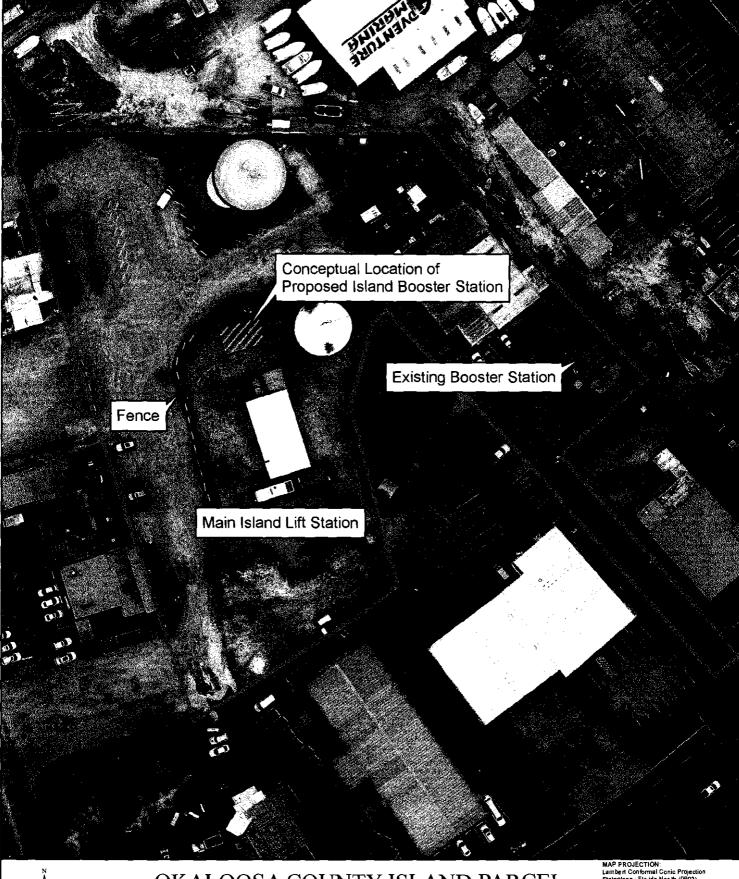
^{**}Costs for any geotechnical services, including compaction and concrete testing, to be borne by the CONTRACTOR.

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For COUNTY	For CONSULTANT
Name: Jeff Littrell	Name: Bruce Bradley, P.E.
Director	President
Jeff Littrell Street System (Control Laboration Country Vision & Opposition Country Vision & Opposition Country Vision (Control Laboration Country Vision & Opposition Country Vision (Control Laboration Country Vision & Opposition Country Vision (Control Laboration Country Vision & Opposition Country Vision &	123/2020 June Balloy 9/4/2020
signature	date date
Address: 1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841
Fort Walton Beach, FL 32547	Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

***** End *****





OKALOOSA COUNTY ISLAND PARCEL

MAP PROJECTION: Lambert Conformal Conic Projection Stateplane : Flo ida Nor th (0903) NAO 1983(60), NAVD 1988.

PUBLIC RECORD: This map was created by Okaloosa County GIS and is in the public domain pur uant to Chapter 119 , Florida Statutes.

DISCLAIMER: Okaloosa County h reby expressly disclaims any liability for errors or omissions in these maps, indexes or legends.

CONTRACT #: <u>C18-2677-W\$</u>	
TASK ORDER #:_17	CONTRACT#: C18-2677-WS POLY, INC.
TASK ORDER AMOUNT: \$ 40,000	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	
Poly Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME Digitally signed by Bruce A. Bradley Date: 2020.09.17 15:14:14-05'00'	
SIGNATURE	
President	August 31, 2020
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
Jeff Littrell Digitally signed by Jaff Littrell Or Challenge County Waler & Speed System County BCC. - Speed System County BCC.	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Bate: 2020.10.05 10:06:35 -05'00'
SIGNATURE	PURCHASING MANAGER
Water & Sewer Director	
TITLE	DATE
09/21/2020	Faye Douglas Date: 2020.10.05 12:37:16
DATE	OMB Director/DATE
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

Revised January 21, 2020

C18-2677-WS

TASK ORDER 17

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2021 Individual Water Use Permitting (IWUP) Compliance and Reporting

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and special services, etc., and that are applicable to the Professional Engineering Services for Individual Water Use Permit (formerly known as Consumptive Use) Compliance and Reporting, as required by the COUNTY'S IWUP/(formerly CUPs) as described below:

CONSULTANT will provide and perform professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings relating to any OCWS IWUP/CUP.
- Performing static water level testing of all wells (including monitoring) outlined in the COUNTY's IWUP/CUPs (and others as directed by OCWS staff).
- Preparing and submitting all reporting (quarterly, annual and other as required) outlined in the COUNTY'S IWUP/CUPS. Review OCWS water quality and quantity data, look for trends and coordinate with OCWS' Water Operations Supervisor.
- Providing assistance in ensuring OCWS's compliance with all requirements of the COUNTY's IWUP/CUPs.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$40,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order October 1, 2020 September 30, 2021

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIEN	r	For CONSULTANT	
Name: Jo	eff Littrell	Name: Bruce Bradley, P.E.	
ם	irector	President	
Jeff L	Data: 2020.06.24 10:54:49-05:00*	/	
signatur	re da	te signature	date
Address:	1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841	
	Fort Walton Beach, FL 32547	Shalimar, FL 32579	
Telephone	e: (850) 651-7172	Telephone: (850) 609-1100	

***** End *****

CONTRACT #: <u>C18-2677-WS</u>	001-
TASK ORDER #: 16	CONTRACT#: C18-2677-WS POLY, INC.
TASK ORDER AMOUNT: \$ 48,000	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	· — -
Poly Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME Digitally signed by Bruce A. Bradley Date: 2020.09.17 15:13:54-05:00'	
SIGNATURE	
President	August 31, 2020
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
Jeff Littrell Digitally septed by Met Littrel Divinoval future II. ac Quantum Courty, Water 5 Septem System. Courty Global Courty BCC. Septem System. Courty BCC. Septem System S	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Date: 2020.10.05 10:06:06-05:00
SIGNATURE	PURCHASING MANAGER
Water & Sewer Director	
TITLE	DATE
09/21/2020	Faye Douglas Date: 2020.10.05 12:37:44
DATE	OMB Director/DATE
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

Revised January 21, 2020

C18-2677-WS

TASK ORDER 16

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2021 General Professional Engineering Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and special services, etc., and that are applicable to the General Professional Engineering Services (Project), as requested by COUNTY's representative as described below:

CONSULTANT will provide and perform general professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Perform professional engineering services that might include engineering or environmental rate studies.
- Developing schedules, plans, engineering analyses and evaluations to address small independent issues or projects.
- Providing assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.
- Assisting with permits with federal, state, and local government agency permits (fees to be provided by the COUNTY) and inquiries from regulatory agencies not associated with other projects.
- Assisting the COUNTY to develop conceptual level planning documents and preparing cost estimates, prior to the development of larger task orders, to evaluate the feasibility of different alternatives.
- Preparation of small investigations or evaluations of existing infrastructure (water wells, tanks, lift stations, conveyances) including investigation or evaluations of equipment or unit processes under consideration by the COUNTY for incorporation in their system.
- Performing field investigations and construction observation not associated with other projects or task orders.

- Perform land surveys (boundary and/or topographic) including easement preparation for properties and/or projects in support of on-going operations including property acquisitions.
- Perform Phase I and/or Phase II Environmental Investigations for properties under consideration for acquisition.
- Developing presentations to the Board of COUNTY Commissioners, the general public, regulatory
 agencies, professional societies, or civic groups regarding projects or activities undertaken or in
 consideration by the COUNTY.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative including research into archival information of previous projects.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$48,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order October 1, 2020 September 30, 2021

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIEN	Γ	For CONSULTANT	
Name: J	eff Littrell	Name: Bruce Bradley, P.E.	
	Pirector	President	
Jeff L	ittrell Discoving regions by Jeff Lifted Discoving Region	Digitally signed by Bruce A. Bradley Digitally s	
signatu	re date	signature	date
Signatu	date	Signature	vale
Address:	1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841	
	 	<u></u>	

CONTRACT #: <u>C18-2677-WS</u>	CONTRACT#: C18-2677-WS
TASK ORDER #: 15	POLY, INC. MASTER SERVICE ENG AGREEMENT
TASK ORDER AMOUNT: \$ 48,000	EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	
Poly Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME	
Bun Abrofley Digitally signed by Bruce A. Bradley Date: 2020.09.17 15:13:20 -05'00'	
SIGNATURE	
President	August 31, 2020
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1
Jeff Littre Digrably signed by Jeff Littral Digrably signed by Jeff L	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Date: 2020.10.05 10:05:10:05:00
SIGNATURE	PURCHASING MANAGER
Water & Sewer Director	
TITLE	DATE
09/21/2020	Faye Douglas Date: 2020.10.05 12:35:46
DATE	OMB Director/DATE
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

Revised January 21, 2020

C18-2677-WS

TASK ORDER 15

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for

Gravity Sewer Rehabilitation Maintenance Contracts – CEI Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional construction phase services that CONSULTANT agrees to furnish include, but are not limited to, regular on-site observation by Project Representative during installation of the gravity sewer infrastructure cleaning, CCTV inspection, lining and other repairs, periodic on-site observation by Engineer, processing and approval of all pay requests by Contractor, preparation of reports to Owner as construction progresses, preparation of Task Orders for Contractor as each phase of project is added and any other services requested by OCWS.

Post construction services will include finalization and delivery of all final reports for OCWS (photos, updated maps, etc.), processing of final payment paperwork for each Task Order by Contractor and evaluation and proposal of next phase of rehabilitation to be constructed in these renewable maintenance contracts.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the February 6, 2018 Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project, plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$48,000.00.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

October 1, 2020 September 30, 2021

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIEN	 [For CONSULTANT	-
Name: J	eff Littrell	Name: Bruce Bradley, P.E.	<u> </u>
	irector	President	
	Digitally signed by Jeff Littinia Digitally signed by Jeff Littinia Digitally signed by Jeff Littinia J. Sewer Statem our O'Challoson Courty BCC: 09/21/2020 Debt. 2020-06.21 10:50 23 -4500°	Sum Abellas, Digitally signed by Bruce A. Bradley Date: 2020.09.17 15:13:30-05:00	
signatu	re date	signature	date
	1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841	date
Address:			

***** End *****

CONTRACT #: C18-2677-WS	
TASK ORDER #: 13	CONTRACT#: C18-2677-WS POLY, INC.
TASK ORDER AMOUNT: \$ NTE \$86,000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022
OFFERED BY CONSULTANT:	w.v.
Poly, Inc.	
FIRM'S NAME	
REPRESENTATIVE'S PRINTED NAMES SIGNATURE	
President	August 6, 2020
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director) SIGNATURE PUNUL WOOK 14 TITLE B/12/2020 DATE	PURCHASING MANAGER PURCHASING MANAGER Digitally signed by Faye Faye Douglas Date: 2020,08.14 09:46:14 -05'00' OMB DIRECTOR/DATE
SIGNATURE PUNIC WARRE DIA TITLE 8/12/2020	PURCHASING MANAGER DATE Digitally signed by Faye Faye Douglas Date: 2020.08.14.09:46:14 -05'00'

Revised January 21, 2020

C18-2677-WS

TASK ORDER 13

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Standish-Lafitte Crescent Stormwater Improvements CEI Services (FY 2020-2021)

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Public Works Department (COUNTY) to provide field inspection services as directed and general engineering services for the PROJECT. It shall be the responsibility of the CONSULTANT to administer, monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the Construction Contract. Also to observe the CONTRACTOR's work to determine the progress and quality of work as well as identify discrepancies, report significant discrepancies to the COUNTY and direct the CONTRACTOR to correct observed discrepancies. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional construction phase services that CONSULTANT agrees to furnish include, but are not limited to the items below:

- Schedule and conduct pre-construction kick-off meeting with Contractor, EOR, and Owner.
- Regular on-site observation by Project Representative*
 - o Pre-construction site video with photos of areas of concern
 - Observation reports from period of on-site inspection
- Witness critical inspection points: (CEI to be notified a minimum of one week in advance of need for verification testing)
 - Pipe: compaction testing**
 - o Retention Wall: periodic observation and compaction testing**
 - Embankment: periodic compaction testing**
 - Base: periodic compaction testing**
 - o Asphalt Paving: In-process inspection and collect tickets
 - Concrete: In-process inspection and collect tickets
 - o Cured in place piping (CIPP): 100% inspection
- Periodic on-site observation by Engineer
- Dewatering system observation
- Schedule, conduct, and keep minutes of progress meetings
 - Engineer to approve acceptable progress schedules
- Engineer's review and coordination with EOR for shop drawings, samples, and RAIs
- · Processing and Approval of all pay requests by Contractor
- Davis-Bacon Act Compliance
 - o Payroll interviews and wage compliance required by the Davis-Bacon Act
- Attend substantial completion and final inspection of project and assist Owner with punch list
- Finalization and delivery of all final reports for OCPW (photos, updated maps, etc.)

Processing of final payment paperwork by Contractor

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the February 6, 2018 Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project, plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$86,000.00.

Construction, Engineering, and Inspection will be provided as shown in the attached staff-hour cost estimate for a price of NTE \$86,000.00. The CEI services cost estimate is based on the 240-day construction duration defined in the subject Construction Contract.

Article D. Period of Service:

The estimated duration of services is 240 days/8 months (includes pre- and post-construction services). The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order Upon Execution of Task Order September 30, 2022

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT		
Name: Jason Autrey, P.E. Director	Name: Bruce Bradley, P.E. President Dune Bredley 8/06/2020		
signature date	signature date		
Address: 1759 S. Ferdon Blvd., Crestview, FL 32536	Address: P.O. Box 841 Shalimar, FL 32579		
Telephone: (850) 689-5772	Telephone: (850) 609-1100		

^{*}This is not intended to be a full-service CEI contract. As such, CEI will not bear responsibility for work items found to be deficient during absence of on-site CEI representation.

^{**}Costs for any geotechnical services, including compaction and concrete testing, to be borne by the CONTRACTOR.

CONTRACT #: <u>C18-2677-WS</u>

Revised November 3, 2017

CONTRACT #: C18-2677-WS TASK ORDER #: 12 TASK ORDER AMOUNT: NTE \$73,000 OFFERED BY CONSULTANT: Poly, Inc. FIRM'S NAME	CONTRACT#: C18-2677-WS POLY, INC. MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022
Bruce Bradley, P.E. REPRESENTATIVE'S PRINTED NAME Mule De Redley SIGNATURE	
President	August 6, 2020
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director) Jeff Littre	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. Jeffrey A. Digitally signed by Jeffrey A. Hyde Date: 2020.08.07 13:51:50-05:00'
Jeff Littrell	Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE 08/07/2020 DATE	Faye Douglas Digitally signed by Faye Douglas Date: 2020,08.07 16:38:05 -05'00' Faye Douglas OMB DIRECTOR (if applicable)
John Hofstad John Hofstad Date: 2020.08.10 09:06:21-05'00' John Hofstad	Robert A. "Trey" Goodwin III
COUNTY ADMINISTRATOR (if applicable) DATE	CHAIRMAN (if applicable) DATE

C18-2677-WS

TASK ORDER 12

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, Inc., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services to Provide Professional Engineering Design Services for the JDMWRF Effluent Disposal Expansion Modification

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering design, permitting and bid phase services for the JDMWRF Effluent Disposal Expansion ReDesign (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The Scope of Services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and professional engineering design services to construct new wastewater effluent disposal beds to expand disposal capacity at the JDMWRF and to prepare contract documents for construction, permitting assistance and bid/construction phase services for the construction of the PROJECT. The engineering and technical services that may be authorized in this task order by the COUNTY's Representative include, but are not limited to the following:

- 1. Engineering Design Phase Services
- 2. Permitting Phase Services
- Bid Phase Services
- 4. Preliminary Geotechnical Exploration (by SubConsultant)

Specific Work Tasks that may be authorized by the COUNTY's Representative are presented below:

Work Task 1. Engineering Design Phase Services

1.1 Design Phase Services

- 1.1.1 CONSULTANT shall utilize field surveys, wetland delineations and topographic data furnished by COUNTY for design of PROJECT.
- 1.1.2 As authorized by the COUNTY's Representative, CONSULTANT shall contract with a licensed geotechnical engineering firm to perform a geotechnical investigation of the proposed expanded site in areas to be cleared and grubbed under separate contract by the Airport Department. The intent of the investigation shall be to establish the information and data necessary to design new beds in the cleared areas, to replace those earlier designed and permitted immediately adjacent to the BSA runway and taxiway (inside the fence) in the PROJECT. CONSULTANT shall incorporate information, recommendations, and conclusions from the geotechnical engineering consultant into the final design of the PROJECT.

- 1.1.3 CONSULTANT shall evaluate recommendations of loading rates and any other pertinent information for areas newly cleared west of the existing taxiway, runway and existing disposal beds, provided by the Geotechnical SubConsultant, as outlined in Work Task 4 below.
- 1.1.4 CONSULTANT shall develop detailed updated design drawings depicting existing site conditions, proposed disposal bed expansion, electrical, pipeline alignments, connections to existing beds and controls, upgrade of controls to accommodate bed expansion, locations of valves, fittings, air release valves, and other appurtenances for a complete effluent disposal facility.
- 1.1.5 CONSULTANT shall update technical specifications in general conformance with the Construction Specifications Institute.
- 1.1.6 CONSULTANT shall request technical specifications from Okaloosa County Airports (OCA) for any portion of the PROJECT to be constructed inside the new BSA fence (as outlined in CADD Drawings provided to CONSULTANT by OCA), to be included in contract documents.
- 1.1.7 CONSULTANT shall review with COUNTY at specified intervals representing initial Conceptual Drawing if Geotech deems feasibility of relocation of beds, 60%, 90%, and 100% final drawings (after permitting; released for construction). Technical Specifications shall be submitted at 60% and subsequent reviews. Contract documents shall be submitted at 90% and subsequent reviews.
- 1.1.8 CONSULTANT shall prepare an opinion of probable cost for COUNTY's review and with detail consistent with each review submittal. The estimates of project costs provided by the CONSULTANT will be made on the basis of information available to the CONSULTANT and CONSULTANT'S past experience. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the Proposers' methods of determining prices, competitive bidding and market conditions, and future economic and unforeseen conditions, there will be no guarantee or warranty that future costs will not vary from estimates and projections.
- 1.1.9 CONSULTANT shall submit Final Construction Ready plans and specifications to COUNTY for final construction and procurement.
- 1.1.10 CONSULTANT shall prepare any reports and other documents required by the funding agency (GRANTOR) for submission by the COUNTY to the agency, during design, permitting and bid phase period.

Work Task 2. Permitting Phase Services

2.1 Permitting and Interagency Coordination

- 2.1.1 CONSULTANT shall prepare necessary permit applications for approval by the Florida Department of Environmental Protection (FDEP) and Federal Aviaion Administration (FAA). All permit fees shall be paid for by COUNTY.
- 2.1.2 CONSULTANT shall coordinate with said agencies and respond to any requests for additional information, in order to obtain all necessary permits.
- 2.1.3 CONSULTANT shall coordinate with Okaloosa County Airports (OCA) Adminstration to develop interdepartmental agreement between OCA and OCWS for construction and maintenance of the PROJECT.

Work Task 3. Bid Phase Phase Services

3.1 Bid Documents

3.1.1 CONSULTANT shall update standard contract documents using CONSULTANT's standard EJCDC format documents and inclusive of any COUNTY required documents. In addition, contract documents will be prepared to meet Gulf Consortium (GRANTEE) requirements.

- 3.1.2 CONSULTANT shall submit Bid Phase documents for COUNTY's review to include but not limited to Purchasing, Risk Management, and Legal. CONSULTANT shall incorporate comments received from these departments.
- 3.1.3 CONSULTANT shall assist COUNTY's Purchasing Department with the Bid Process. Assistance shall generally consist of:
 - 3.1.3.1 Answering any RFI's from planholders that arise during the bid process.
 - 3.1.3.2 Conducting a Pre-Bid meeting and making notes from that meeting to incorporate into Addendum.
 - 3.1.3.3 Attending the public bid opening.
 - 3.1.3.4 Reviewing all bids received to determine if they are responsive and responsible.
 - 3.1.3.5 Conduct any necessary investigations of the successful bidder if they have not previously performed work for the COUNTY.
 - 3.1.3.6 Prepare a tabulation of bids received and Recommendation of Award to submit to COUNTY for approval.
 - 3.1.3.7 Prepare contract documents for execution by the successful bidder and the COUNTY. CONSULTANT will submit to COUNTY's Purchasing Department for review by Purchasing, Risk Management, and Legal, and incorporate any comments received from these departments.

Work Task 4. Preliminary Geotechnical Exploration (by SubConsultant)

CONSULTANT will retain LMJ as Geotechnical Subconsultant to perform the preliminary investigation as defined in the LMJ attachment to this task order. LMJ has performed the geotechnical investigations for the initial preliminary planning/siting of the original effluent disposal beds and all subsequent investigations and modeling required for the construction and proposed expansions of the facility. Generally, services shall consist of a preliminary round of borings and evaluation of site conditions to determine if relocation is possible and feasible. The results of the exploration will be presented in a report, signed and sealed by a FL professional geotechnical engineer. If results are favorable, LMJ plans to use basic analysis methods to modify the full geotechnical report required for FDEP permitting rather than preparing new groundwater flow model or mounding analysis, as no new capacity is being requested.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement. The budget ceiling for this Task Order is \$73,000.00. A breakdown of the budget ceilings for this Task Order is presented in Table C-1 following:

TABLE C-1 - BREAKDOWN OF BUDGET CEILING

	Wor	k Task Cost	Compensation
Work Task Description		Ceiling	Method
1. Engineering Design Phase Services	\$	37,500	Time and Materials
2. Permitting Phase Services	\$	7,680	Time and Materials
3. Bid Phase Services	\$	10,000	Time and Materials
4. Preliminary Geotechnical			
Investigation	\$	14,320	Time and Materials
4a. Clearing Services for Geotech (if			
required)	\$	3,500	Time and Materials
TOTAL BUDGET CEILING	\$	73,000	

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order Upon Execution September 30, 2022

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For COUNTY	For CONSULTANT
Name: Jeff Littrell	Name: Bruce Bradley, P.E.
Jeff Littrell 08/07/2020	June Balloy 8/6/2020
signature date	date
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

***** End *****



CONTRACT/LEASE RENEWAL FORM

CONTRACT#: C18-2677-WS POLY, INC. MASTER SERVICE AGREEMENT ENGINEERING CONSULANT SVS EXPIRES: 09/30/2022

Date: July 21, 2020 Company: Poly, Inc. Attn: Bruce Bradley Address: P.O. Box 841

City, St, Zip: Shalimar, FL 32579 RE: Master Service Agreement - Eng.

Dear Mr. Bradley.

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C18-2677-WS for an additional term. The contract renewal period will be 10/01/2020 to 09/30/2022. The annual budgeted amount for this contract is \$_n/a ____. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-Insured (if applicable).

COUNTY REPRESENTATIVES	AUTHORIZED COMPANY REPRESENTATIVE
Dept. Director Jeff Littrell	Contractor: Poly, Inc.
Date: 06/30/2020	
John Digitally agend by John Hobital Observations (9:13:13-0500) Approved By: Hofstad Digitally agend by John Hobital Hobital Observations (9:13:13-0500)	Approved By: Sun Morelle
(as prescribed below on item 1)	Bruce A. Bradley, P.E.
Date:	
Approved By: (as prescribed below on them 1)	Title: President
Robert A. "Trey" Goodwin Tri,	, Chairman
Date: AUG 0 4 2020	Date: 06/11/2020
County Department Instructions:	

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K. County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.

 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Poly, 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.

1

6/11/2020	SIGNATURE: Jun Brasloy			
Poly, Inc.	NAME: Bruce A. Bradley, P.E.			
P.O. Box 841	(Typed or Printed)			
102 Sunset Lane	TITLE: President			
Shalimar, FL 32547	E-MAIL: bbradley@poly-inc.com			
(850) 609-1100				
	Poly, Inc. P.O. Box 841 102 Sunset Lane Shalimar, FL 32547			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2019

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

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

this certificate does not comer rights to the certificate noice, while o		mru(a).	
PRODUCER Risk Strategies Company	CONTACT NAME:	Jackie Murk	
109 Columbiana Road	PHONE (A/C, Np, Ext):	800-595-6526 FA	X C, No): 901-820-0402
Birmingham, AL 35209	E-MAIL ADDRESS:	murk@risk-strategies.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
www.risk-strategies.com	INSURER A: Tra	velers Indemnity Company of America	25666
INSURED	INSURER B : Ph	oenix Insurance Company	25623
Poly, Inc. Polyenvironmental Corporation	INSURER C : Tra	velers Property Casualty Company of	America 25874
P.O. Box 837	INSURER D :		
Dothan AL 36302	INSURER E :		
	INSURER F :		

COVERAGES	CERTIFICATE NUMBER: 52402751	REVISION NUMI	BER:

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

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	8
Α	1	COMMERCIAL GENERAL LIABILITY	/	1	680-6H406B0A	11/1/2019	11/1/2020	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE / OCCUR		İ				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$ 10,000
			!					PERSONAL & ADV INJURY	\$1,000,000
	GEN	'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY / PRO-						PRODUCTS - COMPIOP AGG	\$2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY	1	1	BA-7D332728	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	7	ANY AUTO	'	,			ļ	BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	1	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	,								5
С	✓	UMBRELLA LIAB / OCCUR	1	1	CUP-4C228788	11/1/2019	11/1/2020	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE				-		AGGREGATE	\$5,000,000
		DED / RETENTION \$10,000							S
С		KERS COMPENSATION		1	UB-7J652799	11/1/2019	11/1/2020	PER OTH- ✓ STATUTE ER	
	ANYI	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	CER/MEMBER EXCLUDED? N N N	"' "					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	; describe under CRIPTION OF OPERATIONS below		ŀ				E.L. DISEASE - POLICY LIMIT	\$1,000,000
		essional Liability			DPR9934310	11/1/2019	11/1/2020	Per Claim Aggregate	\$5,000,000 \$5,000,000
								. AR. chare	ψ0,000,000
Ш			L			<u> </u>	<u> </u>	<u> </u>	

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

Contract #C18-2677-WS

See Additional Remarks Schedule

CERTIFICATE HOLDER	CANCELLATION

Okaloosa County Board of Commissioners Attn: Jesica Darr 5479A Old Bethel Road Crestview FL 32536 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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AGENCY CUSTOMER ID:						
ACORDO ADDITIONA	AL REMA	ARKS SCHEDULE	Page of			
Risk Strategles Company DLICY NUMBER		NAMED INSURED Poly, Inc. Polyenvironmental Corporation P.O. Box 837 Dothan AL 36302				
ARRIER	NAIC CODE	EFFECTIVE DATE:				
DDITIONAL REMARKS	_L	EFFECINE DATE:				
HIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	ORD FORM,					
ORM NUMBER: 25 FORM TITLE: Certificate of Liab						
HOLDER: Okaloosa County Board of Commissioners Attn: Jee DDRESS: 5479A Old Bethel Road Crestview FL 32536	sica Darr					
Okaloosa County Board of Commissione Liability, Auto Liability and Umbrel interest in services provided by Pol written contract or agreement. It is Okaloosa County Board of Commissione Umbrella Liability and Workers' Comp	lla Liabi ly, Inc. a s further ers applic	lity referenced above as res and provided it is a require agreed a Waiver of Subrogat es to General Liability, Aut	spects their ement under a tion in favor of			

ACORD 101 (2008/01)

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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>02-08-2018</u>

Contract/Lease Control #: <u>C18-2677-WS</u>

Procurement#: RFQ WS 69-17

Contract/Lease Type: <u>CONTRACT</u>

Award To/Lessee: POLY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>02/06/2018</u>

Expiration Date: <u>09/30/2020 W/1 2 YR RENEWALS</u>

Description of

Contract/Lease: MASTER SERVICE AGREEMENT-ENGINEERING CONSULTANT

<u>SVS</u>

Department: <u>WS</u>

Department Monitor: <u>LITTRELL</u>

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: <u>JLITTRELL@CO.OKALOOSA.FL.US</u>

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2019

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

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

PRODUCER Risk Strategies Compan	oëd	CONTACT NAME:	Jackie Murk		
109 Columbiana Road Birmingham, AL 35209		PHONE (A/C, No. Ext):	800-595-6526	(A/C, No);	901-820-0402
		E-MAIL ADDRESS:	jmurk@risk-strategies.	com	
			INSURER(S) AFFORDING COV	ERAGE	NAIC#
www.risk-strategies.com		INSURER A : Tra	velers indemnity Company	of America	25666
INSURED Poly, Inc. Polyenvironmental Corporation P.O. Box 837 Dothan AL 36302		INSURER B: Phoenix Insurance Company			25623
		INSURER C : Tra	velers Property Casualty C	Company of America	25674
		INSURER D :			
		INSURER E :			
		INSURER F :			
ANUMERIA APPA	DTGGATE MUMBER		DE1//01/	141 MARCO CO.	

COVERAGES CERTIFICATE NUMBER: 52124774 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSA LTA	TYPE OF INSURANCE	ADDL BUIL		POLICY BFF (MM/DOYYYY)		LIMIT	S
A	CLAIMS-MADE COCCUR	1	680-6H40680A	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Se occurrence)	\$1,000,000 \$1,000,000
						MED EXP (Any one person)	\$10,000
l		- 1				PERSONAL & ADV INJURY	\$ 1,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:	}				GENERAL AGGREGATE	s 2,000,000
	POLICY PRO. LOC	- 1				PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY	1	BA-7D332728	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	⁵ 1,000,000
	✓ ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	s
				1			\$
С	✓ UMBRELLA LIAB ✓ OCCUR	1	CUP-4C228788	11/1/2019	11/1/2020	EACH OCCURRENCE	\$ 5,000, 000
	EXCESS LIAB CLAIMS-MADE	- 1				AGGREGATE	\$5,000,000
	OED ✓ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION		UB-7J652799	11/1/2019	11/1/2020	✓ STATUTE ER	
	ALVOOREDIETOODADTHEDEVERTITUE		ORPARTNER/EXECUTIVE		E.L. EACH ACCIDENT	\$1,000,000	
	(Mandatory in NH)	""				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	I				E.L. DISEASE - POLICY LIMIT	
	Professional Liability		DPR9934310	11/1/2019	11/1/2020	Per Claim Aggregate	\$5,000,000 \$5,000,000

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

Contract #C18-2677-WS

Okaloosa County Board of Commissioners is included as Additional Insured on the General Liability, Auto Liability and Umbrella Liability referenced above as respects their interest in services provided by Poly, Inc. and provided it is a requirement under a written contract or agreement.

CERTIFICATE HOLDER CANCE

Okaloosa County Board of Commissioners

SHOUL

MASTER SERVICE AGREEMENT-

CONTRACT#: C18-2677-WS

CONSULTING SVS

POLY, INC.

EXPIRES: 09/30/2020 W/1 2 YR RENEWAL

THE E 302 N. Wilson Street Suite 302 Crestview FL 32536 **AUTHORIZED REPRESENTATIVE**

> Michael Christian © 1988-2015 ACORD CORPORATION. All rights reserved.

CONTRACT #: C18-2677-WS

Revised November 3, 2017

TASK ORDER #: 11	CONTRACT#: C18-2677-WS POLY, INC. MASTER SERVICE AGREEMENT-CONSULTING SVS
TASK ORDER AMOUNT: \$40,000	EXPIRES: 09/30/2020 W/1 2 YR RENEWALS
OFFERED BY CONSULTANT:	
Poly, Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
Suu Dellag	
SIGNATURE	
President	September 24, 2019
TITLE	DATE
Jeff Littrell WATER & SEWER DIRECTOR TITLE	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. Jeff Hyde, PURCHASING MANAGER OR 24 21 9 DATE
9/a4/19 DATE	Faye Douglas OMB DIRECTOR (if applicable) Og. 24.19 DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable) DATE
DATE	ET IIIE

C18-2677-WS

TASK ORDER 11

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2020 Individual Water Use Permitting (formerly known as CUP) Compliance and Reporting

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and special services, etc., and that are applicable to the Professional Engineering Services for Individual Water Use Permit (formerly known as Consumptive Use) Compliance and Reporting, as required by the COUNTY'S IWUP/CUPs as described below:

CONSULTANT will provide and perform professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings relating to any OCWS IWUP/CUP.
- Performing static water level testing of all wells (including monitoring) outlined in the COUNTY's IWUP/CUPs (and others as directed by OCWS staff).
- Preparing and submitting all reporting (quarterly, annual and other as required) outlined in the COUNTY's IWUP/CUPs. Review OCWS water quality and quantity data, look for trends and coordinate with OCWS' Water Operations Supervisor.
- Providing assistance in ensuring OCWS's compliance with all requirements of the COUNTY's IWUP/CUPs.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$40,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order

October 1, 2019 September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT		
Name: Jeff Littrell Director July 9/34/19 date	Name: Bruce Bradley, P.E. President Successful Bradley 9/24/19 date		
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579		
Telephone: (850) 651-7172	Telephone: (850) 609-1100		

***** End *****

CONTRACT #: <u>C18-26/7-W5</u>	
TASK ORDER #: 10	CONTRACT#: C18-2677-WS POLY, INC. MASTER SERVICE AGREEMENT-CONSULTING SVS
TASK ORDER AMOUNT: \$45,000	EXPIRES: 09/30/2020 W/1 2 YR RENEWALS
OFFERED BY CONSULTANT:	
Poly, Inc. FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE TO Medicy	
President	September 24, 2019
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager
	 \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board.
Jeff Littrell VI	Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE	DATE 2019
9/24/19 DATE	Faye Douglas OMB DIRECTOR (if applicable)
	09.26.19 DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE

Revised November 3, 2017

TASK ORDER 10

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2020 General Professional Engineering Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, fieldwork, and special services, etc., and that are applicable to the General Professional Engineering Services (Project), as requested by COUNTY's representative as described below:

CONSULTANT will provide and perform general professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Perform professional engineering services that might include engineering or environmental rate studies.
- Developing schedules, plans, engineering analyses and evaluations to address small independent issues or projects.
- Providing assistance in identifying and acquiring grants and loans from federal agencies or other
 applicable sources of funding.
- Assisting with permits with federal, state, and local government agency permits (fees to be provided by the COUNTY) and inquiries from regulatory agencies not associated with other projects.
- Assisting the COUNTY to develop conceptual level planning documents and preparing cost estimates, prior to the development of larger task orders, to evaluate the feasibility of different alternatives.
- Preparation of small investigations or evaluations of existing infrastructure (water wells, tanks, lift stations, conveyances) including investigation or evaluations of equipment or unit processes under consideration by the COUNTY for incorporation in their system.
- Performing field investigations and construction observation not associated with other projects or task orders.

- Perform land surveys (boundary and/or topographic) including easement preparation for properties and/or projects in support of on-going operations including property acquisitions.
- Perform Phase I and/or Phase II Environmental Investigations for properties under consideration for acquisition.
- Developing presentations to the Board of COUNTY Commissioners, the general public, regulatory
 agencies, professional societies, or civic groups regarding projects or activities undertaken or in
 consideration by the COUNTY.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative including research into archival information of previous projects.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$45,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order October 1, 2019 September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell	Name: Bruce Bradley, P.E.
Director	President
signature 9/24/19	Dun Bredlog 9/24/19 date
Address: 1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841
Fort Walton Beach, FL 32547	Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

TASK ORDER #: 9 TASK ORDER AMOUNT: \$45,000 OFFERED BY CONSULTANT: Poly, Inc. FIRM'S NAME Bruce Bradley, P.E. REPRESENTATIVE'S PRINTED NAME	CONTRACT#: C18-2677-WS POLY, INC. MASTER SERVICE AGREEMENT-CONSULTING SVS EXPIRES: 09/30/2020 W/1 2 YR RENEWALS
SIGNATURE President	September 24, 2019
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board.
Jeff Littrell	Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE	09/29/2019 DATE
9/24/19 DATE	Faye Douglas OMB DIRECTOR (if applicable) O9.26.19 DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE

Revised November 3, 2017

TASK ORDER 9

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Gravity Sewer Rehabilitation Maintenance Contracts CEI Services (FY 2020)

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional construction phase services that CONSULTANT agrees to furnish include, but are not limited to, regular on-site observation by Project Representative during installation of the gravity sewer infrastructure cleaning, CCTV inspection, lining and other repairs, periodic on-site observation by Engineer, processing and approval of all pay requests by Contractor, preparation of reports to Owner as construction progresses, preparation of Task Orders for Contractor as each phase of project is added and any other services requested by OCWS.

Post construction services will include finalization and delivery of all final reports for OCWS (photos, updated maps, etc.), processing of final payment paperwork for each Task Order by Contractor and evaluation and proposal of next phase of rehabilitation to be constructed in these renewable maintenance contracts.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the February 6, 2018 Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project, plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$45,000.00.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order October 1, 2019 September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell Director	Name: Bruce Bradley, P.E. President
3 29 2019 signature 9 29 2019	Suu Bredley signature 9/24/19 date
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

CONTRACT #: <u>C18-2677-WS</u>	
TASK ORDER #: 8	CONTRACT#: C18-2677-WS
TASK ORDER AMOUNT: \$15,000	POLY, INC. MASTER AGREEMENT-ENG CONSULTING SVS EXPIRES: 09/30/2020 W/1 2 YR RENEWAL
OFFERED BY CONSULTANT:	
Poly, Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME	
June Braker	
SIGNATURE	
President	June 21, 2019
TITLE	DATE
Jeff Littrell WATER & SEWER DIRECTOR TITLE	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. Jeff Hyde, PURCHASING MANAGER DATE
6/21/2019 DATE	Faye Douglas OMB DIRECTOR (if applicable)
	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE

TASK ORDER 8

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for

Gravity Sewer Rehabilitation Maintenance Contracts – CEI Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional construction phase services that CONSULTANT agrees to furnish include, but are not limited to, regular on-site observation by Project Representative during installation of the gravity sewer infrastructure cleaning, CCTV inspection, lining and other repairs, periodic on-site observation by Engineer, processing and approval of all pay requests by Contractor, preparation of reports to Owner as construction progresses, preparation of Task Orders for Contractor as each phase of project is added and any other services requested by OCWS.

Post construction services will include finalization and delivery of all final reports for OCWS (photos, updated maps, etc.), processing of final payment paperwork for each Task Order by Contractor and evaluation and proposal of next phase of rehabilitation to be constructed in these renewable maintenance contracts.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the February 6, 2018 Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project, plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$15,000.00.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed

Upon Execution of Task Order

Termination of Task Order

September 30, 2019

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT		
Name: Jeff Littrell	Name: Bruce Bradley, P.E.		
Director	President		
Jeff Lithul 6/21/2019 signature	Dune Ballog 06/21/2019_		
•	signature date		
Address: 1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841		
Fort Walton Beach, FL 32547	Shalimar, FL 32579		
Telephone: (850) 651-7172	Telephone: (850) 609-1100		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/9/2019

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

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

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CONTACT NAME:	Jackie Murk		
PHONE (A/C, No. Ext):	800-595-6526	FAX (A/C, No):	901-820-0402
E-MAIL ADDRESS:	jmurk@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A : T	ravelers Indemnity Co of America		25666
INSURER B : F	Phoenix Insurance Company		25623
INSURER C : T	ravelers Indemnity Company		25658
INSURER D: Standard Fire Insurance Company			19070
INSURER E : X	(L Specialty Insurance Company		37885
INSURER F:			
	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: INSURER A : 1 INSURER B : F INSURER C : 1 INSURER D : S INSURER E : >	NAME: Jackie Murk PHONE (A/C. No. Ext): 800-595-6526 E-MAIL ADDRESS: jmurk@risk-strategies.com INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of America INSURER B: Phoenix Insurance Company INSURER C: Travelers Indemnity Company INSURER D: Standard Fire Insurance Company INSURER E: XL Specialty Insurance Company	CONTACT NAME: Jackie Murk PHONE [A/C, No. Ext): 800-595-6526 E-MAIL ADDRESS: jmurk@risk-strategies.com INSURER A: Travelers Indemnity Co of America INSURER B: Phoenix Insurance Company INSURER C: Travelers Indemnity Company INSURER D: Standard Fire Insurance Company INSURER E: XL Specialty Insurance Company

COVERAGES

CERTIFICATE NUMBER: 48607030

REVISION NUMBER:

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDI. INSD	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	✓ COMMERCIAL GENERAL LIABILITY	1	680-6H40680A	11/1/2018	11/1/2019	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ✓ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
					-	MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY V PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:					Walter	\$
В	AUTOMOBILE LIABILITY	1	BA-7D332728	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	✓ ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	***************************************		į				\$
С	✓ UMBRELLA LIAB ✓ OCCUR	✓	CUP-4C228788	11/1/2018	11/1/2019	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
	DED ✓ RETENTION \$10,000						\$
D	WORKERS COMPENSATION		UB-7J652799	11/1/2018	11/1/2019	✓ PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	,				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
E	Professional Liability		DPR9919162	11/1/2018	11/1/2019	Per Claim	5,000,000

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

Contract #C18-2677-WS

Okaloosa County Board of Commissioners is included as Additional Insured on the Gener referenced above as respects their interest in services provided by Poly, Inc. and provided contract or agreement.

CONTRACT#: C18-2677-WS
POLY, INC.
MASTER SERVICE AGREEMENTENGINEERING CONSULTANT
EXPIRES: 09/30/2020 W/1 2 YR RENEWAL

CERTIFICATE HOLDER	CANCELLATION		
Okaloosa County Board of Commissioners 302 N. Wilson Street Suite 302 Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE Michael Christian		

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CONTRACT #: <u>C18-2677-WS</u>			
TASK ORDER #: <u>6</u>	CONTRACT#: C18-2677-WS POLY, INC.		
TASK ORDER AMOUNT: \$2,250	MASTER AGREEMENT-ENG. CONSULTING SERVICES EXPIRES: 09/30/2020 W/1 2 YR RENEWAL		
OFFERED BY CONSULTANT:			
Poly, Inc.			
FIRM'S NAME			
Bruce Bradley, P.E.			
Sun Dredles			
SIGNATURE			
President	March 20, 2019		
TITLE	DATE		
Jason Autrey, PE PUBLIC WORKS DIRECTOR TITLE 3 72 9 DATE	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. Jeff Hyde, FURCHASING MANAGER DATE Greg Kisela		
· · · · ·	OMB DIRECTOR (if applicable)		
	DATE		
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)		
DATE	DATE		

TASK ORDER

This Task Order is issued pursuant to the Agreement for Consulting Services dated February 6, 2018, as amended, Between the County of Okaloosa County, Florida and Poly, Inc., which is incorporated herein by this reference, with respect to

Scope of Basic Services for Phase I ESA for Okaloosa County Sheriff's Office Proposed Shooting Range

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering and environmental services to provide a Phase I Environmental Site Assessment on the property that is a 39.5 acre portion of Parcel 19-3N-23-0000-0001-0000 (West Edney/Arena Road in Crestview, FL) for Okaloosa County Public Works Department (COUNTY). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to:

- The Phase I Environmental Site Assessment will be conducted in accordance with the guidelines set forth by ASTM Designation: E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.
- The process will include, but not be limited to, conducting a review of records, readily available
 information and historic documentation, a site reconnaissance, interviews, evaluations, and
 preparation of a written report.
- Typically, 10 to 15 business days will be required to complete the assessment.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, a Lump Sum for this Task Order in the amount of \$2,250.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated Lump Sum amount, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed

Upon execution of Task Order

Termination of Task Order

September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jason Autrey - Director	Name: Bruce Bradley, P.E President Suu Malloy 3/20/19
signature date	signature date
Address: 1759 S. Ferdon Boulevard Crestview, FL 32536	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 689-5772	Telephone: (850) 609-1100

TASK ORDER #: 5	CONTRACT # C18-2677-WS		
TASK ORDER AMOUNT: \$20,000.00	Master Agreement-		
OFFERED BY CONSULTANT:	EXPIRES: 09/30/2020 w/ 1- 2 yr renewal		
POLY, Inc.			
FIRM'S NAME			
Bruce Bradley, P.E. REPRESENTATIVE'S PRINTED NAME_			
Que Po medlos			
SĪGNATURE			
President	January 23, 2019		
TITLE	DATE		
RECOMMENDED FOR APPROVAL (Department Director)	 APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. 		
Jeff Littrell WATER & SEWER DIRECTOR TITLE	DATE		
1/30/2019 DATE	Greg Kisela OMB DIRECTOR (if applicable)		
· ·	DATE		
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)		
DATE	DATE		

CONTRACT #: C18-2677-WS

TASK ORDER 5

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, AS AMENDED, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for

MID-COUNTY SEWER SYSTEM CAPACITY ANALYSIS & PLANNING OKALOOSA LANE & CONTRIBUTING PUMP STATIONS

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide professional wastewater engineering assistance services. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, field work, and special services, etc., and that are applicable to the "Mid-County Sewer System Capacity Analysis & Planning – Okaloosa Lane & Contributing Pump Stations" as described below:

CONSULTANT will provide and perform professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Capacity analysis of existing sewer pump stations and corresponding force mains including, but not limited to, Brown's Place Pump Station and Okaloosa Lane Pump Station.
- Review and analysis of projected sewer flows from known upcoming developments including Shoal River Landing and Royal Estates.
- Review and analysis of sewer flow data provided by the Florida Department of Transportation from their nearby I-10 Rest Area for possible diversion into OCWS wastewater collection system.
- Development of sewer flow projections for potential future developments in the areas surrounding the above mentioned pump stations including, but not limited to, Patriot Ridge subdivision, P&A Investments subdivision, commercial parcels along SR-85, and other growth and infill.
- Analysis and recommendations for upgraded pumping conditions (flow rate and head) for the Brown's Place and Okaloosa Lane pump stations. Recommendations to include budget estimates for new pumps and control panels at each station.
- Analysis and recommendation for pump and forcemain size for Royal Estates Pump Station to ensure pumps do not overpower existing Okaloosa Lane Pump Station.
- Analysis and recommendations pertaining to bypassing the existing onsite pump station at the Jerry D. Mitchem Water Reclamation Facility.
- Any other professional services, as requested by OCWS, related to the wastewater collection system in Mid-County.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$20,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order Upon Execution of Task Order September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell - Director	Name: , Bruce Bradley, P.E President
1/30/2019 signature 1/30/2019	Sure Bulley 01/23/2019 date
Address: 1804 Lewis Turner Blvd., Suite 300	Address: P.O. Box 841
Fort Walton Beach, FL 32547	Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

CONTRACT #: <u>C18-2677-WS</u>	
TASK ORDER #: 4	CONTRACT#: C18-2677-WS
TASK ORDER AMOUNT: \$40,000	POLY, INC. MASTER AGREEMENT FOR ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	
Poly, Inc.	
firm's name	
Bruce Bradley, P.E.	
REPRÉSENTATIVE'S PRINTED NAME SIGNATURE	
President	August 28, 2018
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	 APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board.
SIGNATURE Water and Sewer Director TILE	PURCHASING MANAGER 1 DATE
8/39/18 DATE	OMB Director/DATE
	DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

CONTRACT #: <u>C18-2677-WS</u>	CONTRACT#: C18-2677-WS
TASK ORDER #: 7	POLY, INC. MASTER AGREEMENT-ENG. CONSULTING
TASK ORDER AMOUNT: \$24,000	SERVICES EXPIRES: 09/30/2020 W/1 2 YR RENEWAL
OFFERED BY CONSULTANT:	
Poly, Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRÉSENTATIVE'S PRINTED NAME. Dune Por Dender	
SIGNATURE	
President	May 9, 2019
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) • \$25,000 or less approved by Purchasing Manager • \$25,001 to \$50,000 approved by OMB Director • Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator • In excess of \$100,000 approved by the Board.
Jeff Littrell OCWS DIRECTOR TITLE	Jeff Hydd Purchasing Manager 05/13/2019 Date
5/13/2019 DATE	Greg Kisela OMB DIRECTOR (if applicable)
	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE

TASK ORDER

This Task Order is issued pursuant to the Agreement for Consulting Services dated February 6, 2018, as amended, Between the County of Okaloosa County, Florida and Poly, Inc., which is incorporated herein by this reference, with respect to

Scope of Basic Services for Subsurface Utility Boring Annual Contracts/Bid Documents/Specification Development

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general engineering professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, development of scope of work for all requested phases of OCWS subsurface utility boring services, meeting preparation/attendance, preparation of contract documents, bid phase services through the Notice of Award including coordination of execution of contract documents and any other special services that are applicable to the Subsurface Utility Boring Annual Contract(s) project, as requested by COUNTY's representative as described below:

CONSULTANT will provide and perform professional engineering and related services as authorized by COUNTY that include the appropriate items, as follows:

- Attend County and Contractor meetings as requested by representatives of the COUNTY and provide engineering assistance, consultation, and opinions
- Develop specifications, sketches, maps (if needed) and/or any other bidding documents to facilitate
 new contract(s) for the installation via boring of subsurface Okaloosa County utilities, including
 pipelines, casings and conduits. During the process, Consultant shall assist OCWS staff with
 determination of appropriateness of a single maintenance contract for all services vs. multiple
 contracts for specific services.
- Resulting bid documents shall lead to final contract(s) that are 2 CFR compliant (i.e., shall follow OMB Guidance for Federal Grants and Agreements) and include language to allow other FL municipalities and other entities to piggyback on said contract(s).
- Bid phase services include, but are not limited to, coordinating with OC Purchasing Department
 during preparation of bidding documents and during bid process, holding a mandatory pre-bid
 meeting(s), attending bid opening(s), evaluation of bids, recommendation of award(s), preparation
 and coordination of execution of contract documents in concert with OC Purchasing Department.
- Provide any other special bid and contract award services as required by the COUNTY.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$24,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed

Upon execution of Task Order

Termination of Task Order

September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For	CONSU	JLTANT	
Name: Jeff Littrell - Director	5/13/2019		ruce Bradley, P.E President www. D. S. S. S. S. S. S. S. S. S. S. S. S. S.	5-9-19
signature		ature		date
Address: 1804 Lewis Turner Blvd., S	Guite 300 Add	dress:	P.O. Box 841	
Fort Walton Beach, FL 325	547		Shalimar, FL 32579	
Telephone: (850) 651-7172	Tel	ephone	: (850) 609-1100	

TASK ORDER 4

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, AS AMENDED, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2019 Individual Water Use Permitting (formerly known as CUP) Compliance and Reporting

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, field work, and special services, etc., and that are applicable to the Professional Engineering Services for Individual Water Use Permit (formerly known as Consumptive Use) Compliance and Reporting, as required by the COUNTY'S IWUP/CUPs as described below:

CONSULTANT will provide and perform professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings relating to any OCWS IWUP/CUP.
- Performing static water level testing of all wells (including monitoring) outlined in the COUNTY's IWUP/CUPs (and others as directed by OCWS staff).
- Preparing and submitting all reporting (quarterly, annual and other as required) outlined in the COUNTY's IWUP/CUPs. Review OCWS water quality and quantity data, look for trends and coordinate with OCWS' Water Operations Supervisor.
- Providing assistance in ensuring OCWS's compliance with all requirements of the COUNTY's IWUP/CUPs.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$40,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order October 1, 2018 September 30, 2019

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell - Director	Name: Bruce Bradley, P.E President
	Sum Bredley 8/28/18 date
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

CONTRACT #: <u>C18-2677-WS</u>	245 2077 INC	
TASK ORDER #: 3	CONTRACT#: C18-2677-WS POLY, INC.	
TASK ORDER AMOUNT: \$45,000	MASTER AGREEMENT FOR ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWALS	
OFFERED BY CONSULTANT:		
Poly, Inc.		
FIRM'S NAME		
Bruce Bradley, P.E.		
REPRÉSENTATIVE'S PRINTED NAME SIGNATURE		
President	August 28, 2018	
TITLE	DATE	
RECOMMENDED FOR APPROVAL (Department Director) SIGNATURE	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Manager \$25,001 to \$50,000 approved by OMB Director Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator In excess of \$100,000 approved by the Board. PURCHASING MANAGER	
Water and Sewer Director TITLE	DATE	
8/29/18 DATE	OMB Director/DATE 9 70 18 DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	

1

Revised November 3, 2017

TASK ORDER 3

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, AS AMENDED, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2019 General Professional Engineering Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide general water and wastewater professional services assistance. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of studies, reports, field work, and special services, etc., and that are applicable to the General Professional Engineering Services (Project), as requested by COUNTY's representative as described below:

CONSULTANT will provide and perform general professional engineering and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Perform professional engineering services that might include engineering or environmental rate studies.
- Developing schedules, plans, engineering analyses and evaluations to address small independent issues or projects.
- Providing assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding.
- Assisting with permits with federal, state, and local government agency permits (fees to be provided by the COUNTY) and inquiries from regulatory agencies not associated with other projects.
- Assisting the COUNTY to develop conceptual level planning documents and preparing cost estimates, prior to the development of larger task orders, to evaluate the feasibility of different alternatives.
- Preparation of small investigations or evaluations of existing infrastructure (water wells, tanks, lift stations, conveyances) including investigation or evaluations of equipment or unit processes under consideration by the COUNTY for incorporation in their system.

- Performing field investigations and construction observation not associated with other projects or task orders.
- Perform land surveys (boundary and/or topographic) including easement preparation for properties and/or projects in support of on-going operations including property acquisitions.
- Perform Phase I and/or Phase II Environmental Investigations for properties under consideration for acquisition.
- Developing presentations to the Board of COUNTY Commissioners, the general public, regulatory
 agencies, professional societies, or civic groups regarding projects or activities under taken or in
 consideration by the COUNTY.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative including research into archival information of previous projects.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$45,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed Termination of Task Order October 1, 2018 September 30, 2019

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jeff Littrell - Director Signature 8/29/2018 date	Name: Bruce Bradley, P.E President Signature Name: Bruce Bradley, P.E President 8/28/18 date
Address: 1804 Lewis Turner Blvd., Suite 300 Fort Walton Beach, FL 32547	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 651-7172	Telephone: (850) 609-1100

CONTRACT #: <u>C18-2677-WS</u>

Contract # C18-2677-WS

POLY, INC.

MASTER AGREEMENT ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWAL TASK ORDER #: 2 (Amendment No. 1) TASK ORDER AMOUNT: \$5,000 (As Amended) OFFERED BY CONSULTANT: Poly, Inc. FIRM'S NAME Bruce Bradley, P.E. REPRESENTATIVE'S PRINTED NAME SIGNATURE President June 15, 2018 TITLE DATE RECOMMENDED FOR APPROVAL APPROVED BY OKALOOSA COUNTY (Department Director) (Per Purchasing Manual) \$50,000 or less approved by Purchasing Director \$50,001 to \$100,000 approved by County Administrator In excess of \$100,000 approved by the Board. Jason OCPW Director TITLE 6-18-18 DATE COUNTY ADMINISTRATOR (if applicable) CHAIRMAN (if applicable) DATE DATE

TASK ORDER

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, AS AMENDED, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2018 Grant Application Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Public Works Department (COUNTY) to provide grant application services. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of grant applications and any supporting documents including powerpoint presentation slides, etc. and special services that are applicable to grant applications for OCPW, as requested by COUNTY's representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project (outlined in Attachment A), plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$5,000.00 \$15,000 (As Amended).

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed

Upon execution of Task Order

Termination of Task Order

September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jason Autrey - Director	Name: Bruce Bradley, P.E President Mule Phalley 06/15/18
signature	date signature date
Address: 1759 S. Ferdon Boulevard Crestview, FL 32536	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 689-5772	Telephone: (850) 609-1100

Jeffrey Hyde

From:

Scott Bitterman

Sent:

Tuesday, June 19, 2018 1:51 PM

To:

Jeffrey Hyde

Subject:

Re: Poly Task # 2 amendment

Original was Triumph application for SW Crestview bypass. Now we are doing a similar BUILD application for the same road.

Sent from my Verizon Motorola Smartphone
On Jun 19, 2018 1:28 PM, Jeffrey Hyde <jhyde@myokaloosa.com> wrote:
Scott – why are we amending the original task order?
What has changed from the \$5,000.00 amount to increase to \$15,000.00?
Let me know
Thanks

Jeffrey A. Hyde Purchasing Manager Okaloosa County Purchasing 850-689-5960

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 email communication, including your e-mail address, may be subject to public disclosure.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/2018

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

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

this certificate does not conf	er rights to the certificate holder in lieu	of such endorsement(s).	
PRODUCER		CONTACT NAME:	
*MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400	RECEIVED	PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
ATLANTA, GA 30326 APR 1 8 2018	INSURER(S) AFFORDING COVERAGE	NAIC#	
991893-MILCO-Cas-18-19	ATK 1 0 2010	INSURER A: National Fire Insurance Co Of Hartford	20478
INSURED VT Group Holdings, Inc.	BY: PuncH	INSURER B: Continental Insurance Company	35289
VT Milcom, Inc.	DI:	INSURER C : Continental Casualty Company	20443
448 Viking Drive, Ste 350 Virginia Beach, VA 23452		INSURER D:	
Virginia beach, VA 20402		INSURER E:	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	ATL-004589898-25 REVISION NUMBER:	6
THIS IS TO CERTIFY THAT THE	POLICIES OF INSURANCE LISTED BELOV	A HAVE REEN ISSUED TO THE INSURED NAMED ABOVE FOR	THE POLICY PERIOD

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD X COMMERCIAL GENERAL LIABILITY 6046186664 04/01/2018 04/01/2019 1.000.000 **EACH OCCURRENCE** \$ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 1,000,000 \$ 15,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$ X LOC 2,000,000 POLICY PRODUCTS - COMP/OP AGG \$ \$ OTHER COMBINED SINGLE LIMIT 6046186678 04/01/2018 AUTOMOBILE LIABILITY 04/01/2019 1,000,000 (Ea accident) 6046129963 (HI) 04/01/2018 04/01/2019 ANY AUTO X BODILY INJURY (Per person) \$ OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE X X \$ **AUTOS ONLY** (Per accident) \$ 6046426747 X **UMBRELLA LIAB** 04/01/2018 04/01/2019 10,000,000 OCCUR **EACH OCCURRENCE EXCESS LIAB** 10,000,000 CLAIMS-MADE AGGREGATE \$ DED X RETENTION \$ 10,000 \$ WORKERS COMPENSATION 6046186695 (AOS) 04/01/2018 04/01/2019 PER STATUTE AND EMPLOYERS' LIABILITY 6046077220 (CA) 04/01/2018 04/01/2019 1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N N/A 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT

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

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (OWNER), POLYENGINEERING, INC. (ARCHITECT), ENGINEER, ENGINEER'S CONSULTANTS AND THE RESPECTIVE OFFICERS,
DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND OTHER CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, ARE INCLUDED AS ADDITIONAL INSUREDS ON THE ABOVE
GENERAL LIABILITY POLICY BUT ONLY AS RESPECTS TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED BY WRITTEN CONTRACT. THIS INSURANCE IS
PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY
WRITTEN CONTRACT. (CONTINUED)

C13-2067-WS + C18-2677-WS

CERTIFICATE HOLDER	CANCELLATION
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 602-C NORTH PEARL ST CRESTVIEW, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
	Manashi Mukherjee Manaoni Muchange

AGENCY CUSTOMER ID: 991893

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

ADDITIONAL	L KEIMA	KK9 SCHEDOLE	rage or
AGENCY *MARSH USA, INC.		NAMED INSURED VT Group Holdings, Inc. VT Mitcom, Inc.	
POLICY NUMBER		VT Group Holdings, Inc. VT Milcom, Inc. VT Milcom, Inc. 448 Viking Drive, Ste 350 Virginla Beach, VA 23452	
CARRIER	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS	<u> </u>		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM.		
FORM NUMBER: 25 FORM TITLE: Certificate of Lie	ability Insura	nce	
A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER IS ENDOWRITTEN CONTRACT.	DRSED TO THE AS	BOVE WORKERS' COMPENSATION POLICY WHERE REQUIRED BY	
		•	

CONTRACT #: <u>C18-2677-WS</u>	Contract # C18-2677-WS
TASK ORDER #: <u>2</u>	POLY, INC MASTER AGREEMENT ENG SVS
TASK ORDER AMOUNT: \$5,000	EXPIRES: 09/30/2020 W/1 2 YR RENEWAL
OFFERED BY CONSULTANT:	
Poly, Inc.	
FIRM'S NAME	
Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE	
President	March 22, 2018
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director) SIGNATURE OCPW Director TITLE 3 22 18 DATE	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) • \$50,000 or less approved by Purchasing Director • \$50,001 to \$100,000 approved by County Administrator • In excess of \$100,000 approved by the Board. PURCHASING DIRECTOR 2 2 2 2 2 8 5 8 5 8 5 8 5 8 6 8 6 8 8 8 8 8 8 8 8
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

TASK ORDER

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, AS AMENDED, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2018 Grant Application Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Public Works Department (COUNTY) to provide grant application services. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of grant applications and any supporting documents including powerpoint presentation slides, etc. and special services that are applicable to grant applications for OCPW, as requested by COUNTY's representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project (outlined in Attachment A), plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$5,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed

Upon execution of Task Order

Termination of Task Order

September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jason Autrey - Director	Name: Bruce Bradley, P.E President Sum Bladley 3/22/18
signature date	signature date
Address: 1759 S. Ferdon Boulevard Crestview, FL 32536	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 689-5772	Telephone: (850) 609-1100

Contract # C18-2677-WS POLY INC.

CONTRACT #: <u>C18-2677-WS</u> TASK ORDER #: <u>1</u>	MASTER AGREEMENT ENG CONSULTANT SERVICES EXPIRES: 09/30/2020 W/ 1 2 YR RENEWAL
task order amount: \$ <u>20,000</u>	
OFFERED BY CONSULTANT:	
Poly, Inc.	
FIRM'S NAME Bruce Bradley, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE	
President ℓ	2-22-18
TITLE	DATE
DEPUT DIRECTOR DISTRICT DEPUT DIRECTOR DISTRICT DEPUT DIRECTOR DISTRICT	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) • \$50,000 or less approved by Purchasing Director • \$50,001 to \$100,000 approved by County Administrator • In excess of \$100,000 approved by the Board. PURCHASING DIRECTOR 2 28 8 DATE
COUNTY ADMINISTRATOR (if applicable) DATE	CHAIRMAN (if applicable) DATE
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TASK ORDER

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, AS AMENDED, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND POLY, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2018 General Land Surveying Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Poly, Inc.) to proceed with professional surveying and mapping services for assisting the Okaloosa County Public Works Department (COUNTY) to provide general land surveying services. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, preparation of surveys, legal descriptions, reports, field work, and special services, etc., and that are applicable to the General Land Surveying Services (Project), as requested by COUNTY's representative as described below:

CONSULTANT will provide and perform general land surveying and related services as authorized by COUNTY that consist of the appropriate items, as follows:

- Attending meetings as requested by representatives of the COUNTY and provide general land surveying assistance, consultation, and opinions.
- Perform land surveys (boundary and/or topographic) including easement preparation for properties and/or projects in support of on-going operations including property acquisitions.
- Prepare signed and sealed surveys, legal descriptions, and documents for recording with the COUNTY.
- Perform field work to establish property lines and easement locations.
- Coordinate with and oversee COUNTY survey crews performing field work on projects the CONSULTANT is preparing.
- Responding to general questions on land surveying matters as requested by the COUNTY.
- Other services related to general land surveying as requested by the COUNTY.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Section 7 of the February 6, 2018, Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project (outlined in Attachment A), plus Direct Expense incurred for the Project. The budget ceiling for this Task Order is \$20,000.00.

CONSULTANT will keep COUNTY informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits.

Article D. Period of Service:

The schedule for the Project within this Task Order is as follows:

Authorization to Proceed

Upon execution of Task Order

Termination of Task Order

September 30, 2020

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For CLIENT	For CONSULTANT
Name: Jason Autrey - Director signature date	Name: Bruce Bradley, P.E President Market 2-72-18 signature date
Address: 1759 S. Ferdon Boulevard Crestview, FL 32536	Address: P.O. Box 841 Shalimar, FL 32579
Telephone: (850) 689-5772	Telephone: (850) 609-1100

	_	Username	Password	er.
				Log In
	•	Forgot Username?	Forgot Password?	Create an Account
Entity	POLY, INC. DUNS: 021246558 CAGE Code: 04 Status: Active	Tara a a a a a a a a a a a a a a a a a a	TYPE ON THE PROPERTY OF THE PR	1935 Headland Ave Dothan, AL, 36303-1207 , UNITED STATES
Dashboard w	GOTTING MEGICO	Expiration Date: 06	/16/2018	
Entity Registration		Purpose of Registration		
Core Data Assertions		Entity Over	view	
Reps & Certs				
• POCs	Entity Registration Su	ımmary		
	Name: POLY, IN Business Type: Business o Last Updated By: Bruc Registration Status	r Organization re Bradley r Active		
 Inactive Exclusions Excluded Family Members 	Activation Date: 06/ Expiration Date: 06/	29/2017 16/2018		
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	Exclusion Summ	iry		
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2018

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

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

The state of the s	<u> </u>	
PRODUCER Crow Friedman Group	CONTACT NAME: Melissa Rosenbaum	
A Risk Strategies Company 109 Columbiana Road	PHONE (A/C, No, Ext): (901) 271-6784 FAX (A/C, No):	
Birmingham, AL 35209	E-MAIL ADDRESS: melissa@crowfriedman.com	
•	INSURER(S) AFFORDING COVERAGE	NAIC#
www.risk-strategies.com	INSURER A: Travelers Indemnity Co of America	25666
INSURED Delta Inc.	INSURER B: Phoenix Insurance Company	
Poly, Inc. Polyenvironmental Corporation	INSURER C: Travelers Indemnity Company	25658
P.O. Box 837	INSURER D: Standard Fire Insurance Company	19070
Dothan AL 36302	INSURER E: XL Specialty Insurance Company	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 40313162 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY 680-4C088695 11/1/2017 11/1/2018 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) CLAIMS-MADE ✓ OCCUR \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000

GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY V PRO-PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BA-7D332728 11/1/2017 11/1/2018 \$1,000,000 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE \$ **AUTOS ONLY** AUTOS ONLY С UMBRELLA LIAB CUP-4C228788 11/1/2017 11/1/2018 √ EACH OCCURRENCE OCCUR \$5,000,000 **EXCESS LIAB** AGGREGATE CLAIMS-MADE \$5,000,000 DED ✓ RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY UB-3980T225 11/1/2017 11/1/2018 ✓ STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE F.L. FACH ACCIDENT \$1,000,000 N OFFICER/MEMBEREXCLUDED? OFFICENMENDER ACCUDED?
(Mandatory In NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below

11/1/2017

11/1/2018

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may b

DPR9919162

Contract # C18-2677-WS POLY, INC. MASTER AGREEMENT-**ENG. CONSULTING SERVICES** EXPIRES: 09/30/2020 W/1 2 YR RENEWAL

Per Claim

Aggregate

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

\$1,000,000

\$1,000,000

5 000 000

5,000,000

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

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Professional Liability

	,	Username	Password	
				Log In
		Forgot Username?	Forgot Password?	Create an Account
Entity Declar State Swaling	POLY, INC. DUNS: 021246558 CAGE Code: 0G Status: Active			1935 Headland Ave Dothan, AL, 36303-1207 , UNITED STATES
Dashb oard		Expiration Date: (Purpose of Registrat		
► Entity Registration	\$	Fulpost of Registrat	man was die	Made Andrew Committee Comm
• <u>Core Data</u> • <u>Assertions</u>	**************************************	Entity Ove	erview	ANDERS AN A STATE of An Anni Andrews Springer Try Try Try Try Try Alberta and Alberta School School Springer Try Try
Reps & Certs				
• POCs	Entity Registration Sur	mmary		
Exclusions Active Exclusions Inactive Exclusions Excluded Family Members RETURN TO SEARCH	Name: POLY, ING Business Type: Business or Last Updated By: Bruce Registration Status: Activation Date: 06/2 Expiration Date: 06/1	Organization Bradley Active 9/2017 6/2018		

GSA

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PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 130	Tracking Number: 213718	
Procurement/Contractor/Lessee Name: 1014, InC		
Purpose: Enconsein Contract		
Date/Term: 34RS W 1/34R ARLOWAL	1. GREATER THAN \$100,000	
Amount:	2. GREATER THAN \$50,000	
Department: <u>WS</u>	3. 🗌 \$50,000 OR LESS	
Dept. Monitor Name: Lthell	_	
Purchasing Review		
Procurement or Contract/Lease requirements are met:	17.1 47	
Purchasing Director or designee Greg Kisela, Jeff Hyd	Date: 12-6-17 e, DeRita Mason, Matthew Young	
2CFR Compliance Review (i	t required)	
Approved as written: Crants Coordinator Renee Biby	Date: 2/201	
Risk Management Rev	iew	
Approved as written: Mor Change Mar	rgs made 12777	
Risk Manager or designee Laura Porter or Krystal K	Date: 13-17-17	
County Attorney Review	ewa 1. A	
Approved as written: County Attorney Review County Attorney Review Approved as written:	Abel	
	Date: 1-22-18	
County Attorney Gregory T. Stewart, Lynr	n Hoshihara, Kerry Parsons or Designee	
Following Okaloosa County approval:		
Document has been received:		
	Date:	
Finance Manager or designee		

DeRita Mason

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Monday, January 22, 2018 11:01 AM

To:

DeRita Mason

Cc: Subject: Lynn Hoshihara RE: Poly Contract

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]

Sent: Monday, January 22, 2018 11:55 AM

To: Parsons, Kerry **Cc:** Lynn Hoshihara **Subject:** Poly Contract

Here is the contract for Poly.



DeRita Mason Contracts and Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 (850) 689-5960 dmason@co.okaloosa.fl.us

"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."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

TASK ORDER AGREEMENT FOR CONSULTANT SERVICES

(Master Services Agreement)
Between
The Board of County Commissioners of Okaloosa County
And

POLY, INC.

This Agreement made on 6th of February , 2018 between <u>Board of County</u> <u>Commissioners of Okaloosa County</u> [COUNTY], whose address is <u>1250 N. Eglin Pkwy, Shalimar</u>, <u>Florida 32579</u>, and <u>Poly, Inc.</u> [CONSULTANT], a <u>Florida Corporation</u> <u>authorized to conduct business in the State of Florida</u>, having its principal office located at <u>102 Sunset Lane, Shalimar</u>, <u>FL 32579</u>.

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 COUNTY, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are hereby incorporated, as stated in Exhibit "C "attached hereto; 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 31, 2017 in response to RFQ #WS 69-17.

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 69-17 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 flowing 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:

Contract # C18-2677-WS
POLY, INC.
MASTER AGREEMENTENG. CONSULTING SERVICES
EXPIRES: 09/30/2020 W/1 2 YR RENEWAL

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; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; 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 upon full execution of this document by both parties and will run through September 30, 2020. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for an additional two (2) year period. 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 a task order 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. 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

Method of Payment. For services provided under Section 1, Basic Services, and Section 2. 7.1. 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. 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. The total amount to be paid by the County under this Contract for all consulting services shall not exceed \$200,000 per Task Order for a single study or Two Million Dollars per Task Order for a single construction project.

- **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 three-year term. Exhibit A also includes the rates for the additional renewal period. 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. However, 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. Additionally, any direct expense, which includes, lodging, travel, mileage and meals, that have been preauthorized, shall be reimbursed in accordance with the most recently published Federal GSA published rates and http://fdotewp1.dot.state.fl.us/citytocitymileage/viewer.aspx.

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.

- **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:	Bruce Bradley, P.E.
Title:	President
Company:	Poly, Inc.
Address:	102 Sunset Lane
	Shalimar, FL 32579
Telephone:	850-609-1100
Facsimile:	850-609-1101
E-Mail:	bbradley@poly-inc.com

13.3.1.3 Courtesy copy to:

Contracts & Lease Coordinator	
Okaloosa County Purchasing Department	
5479A Old Bethel Road	
Crestyiew, 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 69-17, 2017.
- 13.4.3. Exhibit C Standard Contract Clauses.
- 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 **PUBLIC** RECORDS AT OKALOOSA COUNTY \mathbf{OF} RISK **DEPARTMENT** MANAGEMENT 5479 OLD BETHEL ROAD CRESTVIEW, \mathbf{FL} 32536. PHONE: (850)689-5977 riskinfo@co.okaloosa.fl.us. 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 is 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.

SECTION 16.MINORITY/WOMEN'S BUSINESS ENTERPRISES

16.1.1. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime Consultant will require compliance by all sub-contractors. Prior to contract award, the Consultant shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

SECTION 17. PROCUREMENT OF RECOVERED MATERIALS

17.1.1. Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SECTION 18. ENVIORMENTAL AND ENGERY POLICIES

- 18.1.1 The Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- **18.1.2.** Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

18.1.3. Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

SECTION 19. FEDERAL SUSPENSION AND DEBARMENT

- 19.1.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 20. LOBBYING

20.1.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

SECTION 21, COMPLAINCE WITH FEDERAL, STATE AND LOCAL LAWS

- 21.1.1 The Consultant and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Consultant shall include this provision in all subcontracts issued as a result of this Agreement.
- 21.1.2 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- **21.1.3.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 21.1.4. Any dispute concerning performance of this Contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of this Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Okaloosa County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

SECTION 22. FEDERAL REGULATIONS

22.1.1 The parties agree to comply with the Federal Regulations, including, but not limited to, as set forth in Exhibit C, which is expressly incorporated herein as part of the AGREEMENT.

SECTION 23. ENFORCEMENT COSTS

23.1.1 If any legal action or other proceeding is brought for the enforcement of this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable

as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

SECTION 24. DEBT

24.1.1 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this CONTRACT.

SECTION 25. PERSONNEL

- 25.1.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- 25.1.2 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY, nor shall such personnel be entitled to any benefits of the COUNTY including, but not limited to, pension, health and workers' compensation benefits.
- 25.1.3 All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 25.1.4 Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in CONSULTANT's statement of qualifications, must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.
- **25.1.5** The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.
- 25.1.6 The CONSULTANT warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this AGREEMENT meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. CONSULTANT shall indemnify, defend and hold harmless the COUNTY, its officers and employees from and against any sanctions and any other liability which may be assessed against the CONSULTANT in connection

with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

25.1.7 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

SECTION 26. TRUTH IN NEGOTIATION RESPRENTATIONS

26.1.1 CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this AGREEMENT and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

26.1.2 In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this AGREEMENT are accurate, complete and current as of the date of the AGREEMENT and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service. Should the COUNTY determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this AGREEMENT shall be adjusted accordingly.

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 COU	UNTY	CONSU	LTANT	
Board of	County Commissioners of COUNTY	POLY,	INC.	
Okaloosa	County Commissioners of County			
By:	March (Sear)	Ву: 💋	Bau Abri	\mathscr{U}_{\times}
	Graham W. Fountain		ruce A. Bradley	0
Title:	Chairman	Title: P	resident	
Attested:	J.D. Pencock II, Clerk	END :	Linda Hidle ************************************	Hidle

EXHIBIT "A"

EXHIBIT A POLY, INC. HOURLY RATE & DIRECT EXPENSE SCHEDULE

Classification	Billing Rate Initial 3yrs	Billing Rate Optional 2yrs
Sr. Principal E/A; Program Manager	\$185	\$192
Principale/Aill	1665 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 - 1666 -	\$176
Principal E/A II; Sr. Project Manager	\$145	\$150
Principal E/A-IjiPLS).Project Manager	\$125	\$130
Professional E/A IV	\$140	\$145
Professional E/A III	\$125	\$130
Professional E/A II	\$110	\$114
Professional E/A/I	\$95	\$99
Sr. E/A Tech; Sr. Designer	\$92	\$95
Project E/A;tt/A intern	\$87	\$90
E/A Tech; Designer	\$77	\$80
CADEM CHILLE STATE OF THE STATE	\$61	\$63
CADD Tech II	\$54	\$56
CADD Tech 1		\$87
is rediction of the second second second second second second second second second second second second second	95	\$99
31. Invito rmental scientist	MINISTER STORES	\$106
Environmental Scientist; Lab Mgr.	\$82	\$85
Lab Chemist	\$66	\$68
Lab Technician	\$51	\$53
Survey 3-Man	\$180	\$187
atryey.2 Mah	\$140 ·	\$145,
Survey 1-Man	\$90 ####################################	\$93
Sr. Resident Project Rep.; Sr. Field Tech	\$92	\$95
ficacent Project Repail; Field Techillars		580
Resident Project Rep. I; Field Tech I	\$61	\$63
iggiften 1990 blev en en en en en en en en en en en en en	\$56	· \$58
acmin/Clerical Installation	2. \$48	550

Rates shown are effective through Initial 3-Yr Contract Duration & Optional 2-Yr Extension Period

Notes:

- 1. The rates above are inclusive of all computer and software use, standard reproduction, vehicle usage, telephone charges, and standard (USPS) mailing.
- 2. Sub-consultants and sub-contracted work shall be invoiced at cost plus 5%.
- 3. Special tools or equipment shall be approved by task order and billed at cost.
- 4. Overnight travel outside of Okaloosa County shall be billed at the following rates: Mileage shall be billed at the standard Okaloosa County rate. Lodging, meals and incidental expenses shall be billed at the current Federal GSA Rates based on location of work activity.
- 5. Special reproduction (board mounts, displays, laminating etc.) shall be billed at actual cost plus 5% for materials and added to the preparation costs (if any).
- 6. Special shipping (FEDEX, UPS, or USPS Priority or Registered Mail) shall be billed at cost plus 5%.

Standard Contract Clauses Exhibit "C"

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 *consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *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;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State 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, 2986 (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
 - 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-

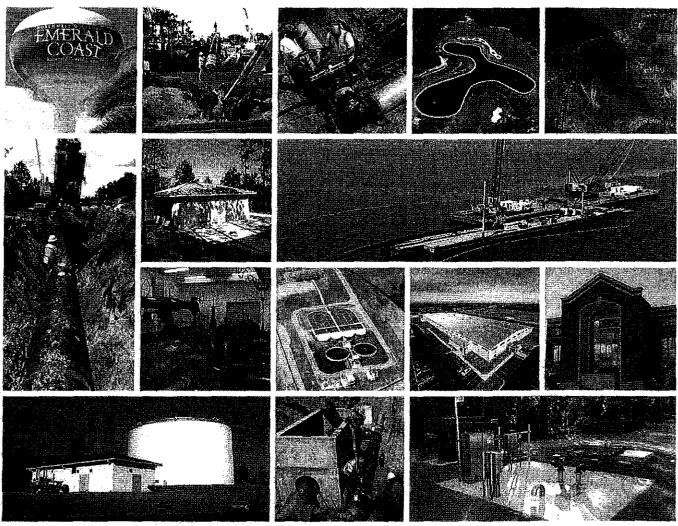
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Seucirty 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.



EXHIBIT "B"



Response to Request for Qualifications for General Engineering Services for Okaloosa County Water & Sewer

POLY, INC.

102 Sunset Lane P.O. Box 841 Shalimar, FL 32579 850-609-1100 | 850-609-1101 fax www.poly-inc.com estaerioniae enversonos

Okaloosa County Purchasing Department RE: General Engineering Services for OCWS, RFQ WS 69-17 5479A Old Bethel Road Crestview, FL 32536

REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

and the second s	: VGINEERING SERVICES FOR TER & SEWER	RFQ NUMBER: WS 69-17 OKALOOSA
LAST DAY	FOR QUESTIONS:	July 27, 2017 4:00 pm (CST)
RFQ OPENI	NG DATE & TIME:	July 31, 2017 4:00 pm (CST)
NOTE: BIDS REC	EIVED AFTER THE BID OPEN	NG DATE & TIME WILL NOT BE CONSIDERED.
erms, specification accepted unless all below. All qualificate Time" referenced ackin Building Containing sealed qualificate to be acked by the containing sealed qualificate to be acked by the containing sealed by the con	s and conditions set forth in this RFC conditions have been met. All qualifutions must be sealed and received by above. The official clock for the putonference & Training Room, #305 localifications must reference the "RFC not responsible for lost or late delive the respondent. Neither faxed responses	mit qualifications on the above referenced goods or services. All Q are incorporated into your response. Qualifications will not be ications must have an authorized signature in the space provided the Okaloosa County Clerk of Court by the "RFQ Opening Date rpose of receiving qualifications is located in the Clerk of Court, ocated at 302 N. Wilson St, Crestview, FL 32536. All envelopes Q Title", "RFQ Number" and the "RFQ Opening Date & Time". ery of qualifications by the U.S. Postal Service or other delivery nor electronically submitted qualifications will be accepted. y (60) days after the bid opening unless otherwise specified.
RESPONDENT AC PARIFOR YOUR AGENT OF THE R	BID. BIDS AVITA NOT BE ACCEPT	NY MUST BE COMPLETED, SIGNED, AND RETURNED AS ED MUTICUL TUILS FORM, SIGNED BY AN AUTHORIZED
OMPANY NAME	Poly, Inc.	
MAILING ADDRESS	P.O. Box 841	
	102 Sunset Lane	
CITY, STATE, ZIP	Shalimar, FL 32579	
EDERAL EMPLOYER'S	IDENTIFICATION NUMBER (FEIN):	63-0779072
ELEPHONE NUMBER:	850-609-1100	EXT: 850-609-1101
MAIL: boradle	y@poly-inc.com	
THER RESPONDEN	T SUBMITTING FOR THE SAME MAT	OR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY TERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SIGN THESE DOCUMENTS FOR THE RESPONDENT.
UTHORIZED SIGNATU		TYPED OR PRINTED Bruce Bradley, P.E.
President	and the second s	nem: .tolv 31 2017

GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from professional engineering firms for public infrastructure projects for professional 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; designbuild services; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; 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.

Agencies desiring consideration should provide an original and six (6) copies of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than July 31, 2017 @ 4PM to be considered. NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "Request for Qualifications for General Engineering Services for Okaloosa County Water & Sewer." Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

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

All submittals should be addressed as follows:

Okaloosa County Purchasing Department RE: General Engineering Services for OCWS, RFQ WS 69-17 5479A Old Bethel Road Crestview, FL 32536

> Greg Kisela Purchasing Director

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FL Carolyn N. Ketchel, Chairman

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

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their RFQ submission.

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; subsurface utility engineering (SUE; AKA "mapping"); line locate management and implementation; 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 with a one (1) two (2) year renewal. The terms of the renewal periods will be negotiated up front and finalized into the initial three-year contract.

An original and six (6) copies of the Requests for Qualifications (RFQ) will be required with all copies having been signed by a company official with the power to bind the company in its contract. All must be completely responsive to the Request for Qualification guidelines for consideration.

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.

Submittals to 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. **Business Credentials** Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so, include a copy of the certification with submittal.
- 3. **Registration** List of the State of Florida licensing/registration qualifications of the consultant's personnel and business office.
- 4. Specific Accomplishments Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
- 5. Area of Expertise Provide list of your company's area of expertise. Include listing of projects verifying same. Firms are not required to have expertise in all areas to be considered.
- 6. **Project Management Organization** Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education and experience.
- 7. References List five (5) references representative of past experience in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project or services rendered.
- 8. 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 be otherwise requested in the Request for Qualifications.

<u>Evaluation/Selection of Submittals</u> — The submittals will be reviewed by the County's Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 35 pages. The 35 page maximum includes all required forms and certification copies, but excludes the cover and table of contents. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Committee will evaluate all submittals received and:

- 1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
- a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.
- b. 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.
- c. Current workload and firm's capacity to perform future work.

- d. Fields of work for which the firm is proposing to perform.
- e. Financial responsibility and solvency.
- f. Ability to observe and advise whether plans and specifications are being complied with.
- g. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
- h. Qualifications and responsibilities of personnel to be assigned to the program.
- i. Extent of experience and past performance when working with FDEP, NWFWMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approvals.
- j. Extent of experience and past performance with grand/loan programs promulgated by FDEP, FDOT, FDEO, NWFWMD, EDC, SRF, USDA and other agencies.
- k. Experience with programs similar in size and scope to those herein proposed.
- 1. Firm's capability to meet schedules.
- m. Willingness to meet time and budget requirements including past performance examples.
- n. Demonstrated expertise and experience in utilizing various design and modeling software.
- o. Geographic location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is a key factor. Points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.
- 2. Review of all submittals received will proceed as follows:
 - a. The Standing Selection Committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the firm's qualifications, capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, location of the firm or individual and the overall adherence to the Request for Oualifications.
 - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
- 3. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
- 4. At such time when an approval is granted by the Okaleosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.
- 5. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is prohibited (1 exception: if the contact pertains to a specific existing Contract/Task Order) when the qualifications are submitted to the County. Any questions during this period should be

directed to the Purchasing Director or their appointed representative. Selection will be on the basis of professional qualifications and experience.

a. The Standing Selection Committee will evaluate and rank all submittals meeting the minimum submission requirements.

SPECIAL CONDITIONS

- 1. Proposal Information Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
- 2. Compliance with Florida Statute 119.071 The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (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 contractor upon termination of the contract.

3. Right to Waive and Reject

- A. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Services Manager to emphasize this condition to potential proposers.
- B. The County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal.
- 4. <u>Disqualification of Proposers</u> Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- H. Listing of the Proposer by any Local, State or Federal Government on its barred/suspended vendor list.
- 5. <u>Conditional and Incomplete Proposals</u> The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
- 6. <u>Investigation of Proposer</u> The County may make such investigations as it deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the County any additional information and financial data for the purpose as the County may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
- Preparation of Proposals Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
- 8. <u>Indemnification & Hold Harmless</u> To the fullest extent permitted by law, the 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 intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.
 - Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.
- 9. <u>Conflict of Interest</u> The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal 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.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

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

10. <u>Identical Tie Proposal</u> - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drugfree workplace program.

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

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

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package,

- 12. <u>Discrimination</u> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not 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.
- Proposal Opening Information Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. NOTE: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.
- 14. <u>No Contact Clause</u> The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences

upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.

- 15. Payments The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Water & Sewer Department, 1804 Lewis Turner Blvd, Fort Walton Beach, FL, 32547; Attn: Jerry Menze. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.
- 16. 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 contractor 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.

Contractors 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.

GENERAL INSURANCE REQUIREMENTS

REVISED: 02/09/2016

RESPONDENT'S INSURANCE

- 1. The Respondent 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 licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
- 6. The County shall retain the right to reject all insurance contracts 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 Respondent.
- 7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Subsubcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
- 8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 9. The designation of Respondent 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.
- 10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

- 1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
- 3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
- 3. 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 Respondent shall notify the County representative in writing. The Respondent 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.
- 4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
- 5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

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:

1.	Worker's Compensation	LIMIT
~	 State Employer's Liability 	Statutory \$1,0000,000 each accident
2,	Business Automobile & Commercial General Liability	\$5,000,000 each occurrence (A combined single limit)
3.	Personal and Advertising	\$250,000 each occurrence
4.	Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

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

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

CERTIFICATE OF INSURANCE

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- D. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities

listed as Additional Insured.

E. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

The Respondent 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 in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email: dmason@co.okaloosa.fl.us (850)689-5960

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 bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: http://www.co.okaloosa.fl.us/purchasing/current-solicitations.

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.
 - A. 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.
 - B. 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.
 - C. 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.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.
 - E. 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.
 - F. All signatures shall be in blue ink. All names should be typed or printed below the signature.

- G. 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.
- H. 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 t 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 Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

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. Thereafter, if the work is a re- qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

- 6. QUALIFICATIONS DOCUEMNTS TO REMAIN SUBJECT TO ACCEPTANCE All qualifications documents will remain subject to acceptance or rejection for sixty (60) 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 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 the contract the same as though they were written in full therein.

- 10. DISQUALIFICATION OF RESPONDENTS Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
 - a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of qualifications.
 - f. Default under previous contract.
 - g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

11. AWARD OF CONTRACT-

Okaloosa County Review - Okaloosa County designated selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

- 12. 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 #.
- 13. 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.
- 14. 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.
- 15. 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.
- **16. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 17. 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.
- 18. NO CONTACT CLAUSE The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.
 - Note: For respondent's convenience, this certification form is enclosed and is made a part of this qualifications package.
- 19. REVIEW OF PROCUREMENT DOCUMENTS Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an 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.
- 20. 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 termination of the contract.
- 21. 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.
- 22. 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 the Contract 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.

- 23. 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.
- 24. 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 this contract from the date of the contract through three (3) years after the expiration of contract.
- 25. 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.
- 26. 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.
- 27. 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 contract. 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 contract. 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.

28. The following documents are to be submitted with the qualifications packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. List of References
- I. Certification Regarding Lobbying
- J. Local Preference Form
- K. Sworn Statement Public Entity Crimes
- L. Exhibit "B" General Grant Funding Special Proposal Conditions

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.		1 1/2 111	1
DATE:	July 31, 2017	SIGNATURE: MAN HOULE	7
COMPANY:	Poly, Inc.	NAME: Bruce Bradley, P.E. (Typed or Printed)	
ADDRESS:	P.O. Box 841	37. F #	
	102 Sunset Lane	TITLE: <u>President</u> E-MAIL: <u>bbradlev@polv-inc.com</u>	
	Shallmar, FL 32579	Dischereson mo.com	
PHONE NO.:	850-609-1100		

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	unda and an analysis and an analysis and an analysis and an analysis and an analysis and an analysis and an an	NO	X	
NAME	C(S)	POSITION(S)		
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FIRM NAME:	Poly, Inc.	····		
BY (PRINTED):	Bryce Bradley, P.E.	11		
BY (SIGNATURE):	19mil Mond		sin ceronamentes .	
TITLE:	President		MANAGER AND AND AND AND AND AND AND AND AND AND	
ADDRESS:	P.O. Box 841	<u>.</u>	,	
	Shalimar, FL 32579			
PHONE NO.	850-609-1100			
E-MAIL	bbradley@poly-inc.com	i,		

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

and the feature of th		
As the person above require	ments.	ertify that this company complies/will comply fully with the
DATE:	July 31, 2017	SIGNATURE: Mulhbull
COMPANY:		NAME: Bruce Bradley, P.E. (Typed or Printed)
ADDRESS:	P.O. Box 841	TITLE: President
	Shalimar, FL 32579	E-MAIL: bbradley@poly-inc.com
PHONE NO .	850-609-1400	

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (No Contact 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 upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

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

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

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

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

I MM MM representing Poly, Inc.

Signature Company Name

On this 31st day of July 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, 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.

Poly, Inc.	Bow B. Bull
Proposer's Company Name	Authorized Signature - Manual
Single of the stat	Commission of the Commission o
102 Sunset Lane, Shalimar, FL 32579	Bruce Bradley, P.E.
Physical Address	Authorized Signature - Typed
P.O. Box 841, Shalimar, FL 32579	President
Mailing Address	Title
B50-609-1100	850-609-1101
Phone Number	FAX Number
334-596-0178	850-978-1230 or 850-978-0516
Cellular Number	After-Hours Number(s)
July 31, 2017	
DATE	

(REVISED: JANUARY 12, 2001)

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.	<u>DATE</u>	
1	July 25, 2017	
2	July 26, 2017	
		7
	A CONTRACTOR OF THE CONTRACTOR	
		

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

COMPANY DATA

Respondent's Company Name:	Poly, Inc.	
Physical Address & Phone #:	102 Sunset Lane	
-	P.O. Box 841	
_	Shalimar, FL 32579	
-		
-	- Visit on	
Contact Person (Typed-Printed):	Bruce Bradley, P.E.	
Phone #:	850-609-1100	
Cell #:	334-596-0178	
Email:	bbradley@poly-inc.com	··
Federal ID or SS #:	63-0779072	
Respondent's License #:	CA#1818	
Fax #:	850-609-1101	······································
Emergency #'s After Hours, Weekends & Holidays:	850-978-1230 or 850-978-0516	

LIST OF REFERENCES

1.	's Name and Address: City of Dothan, Alabama	
	P.O. Box 2128, Dothan, AL 36302	
	Contract Person: Jerry Corbin Telephone # (334) 712-2500	
	Email: jcorbin@dothan.org	
2.	Owner's Name and Address: Ozark Alabama Utilities Board	
	421 North Union Street, Ozark, Alabama 36361	
	Contract Person: Don Hallford Telephone # (334) 774-2336	
	Email: dkhallford@ozarkalabama.us	
	Owner's Name and Address: City of Enterprise, Alabama	
	529 Glover Avenue, Enterprise, Alabama 36330	
	Contract Person: Michael Walters Telephone # (334) 347-1211	
	Email: mwalters@enterpriseal.gov	
	Owner's Name and Address: City of Niceville, Florida	
	208 N. Partin Dr., Niceville, Florida 32578	
	Contract Person: Lannie Corbin Telephone # (850) 729-4000	
	Email: admin@niceville.org	
	Owner's Name and Address: Pace Water System	
	4401 Woodbine Road, Pace, Florida 32571	
	Contract Person: Damon Boutwell Telephone # (850) 994-5129	
	Email: dboutwell@pacewater.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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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[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, Poly, Inc., certifies or affirms the truthfulness and accuracy of each statement of its
certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A
3801, et seq., apply to this certification and disclosure, if any.
By Man Signature of Contractor's Authorized Official
Signature of Contractor's Authorized Official

Bruce Braidey, P.E. - President Name and Title of Contractor's Authorized Official

July 31, 2017 Date

LOCAL PREFERENCE FORM

Okaloosa County grants a preference to in-county respondents only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local respondents? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

Yes	Nα
If yes, you must identify how you confir business location below:	rmed this information or who you spoke with within your area of
Poly, Inc. Respondent's Company Name	Authorized Signature – Manual
	Bruce Bradley, P.E. Printed Name
	July 31, 2017 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	General Engineering Services for Okaloosa County Water & Sewe
2. This sworn s	statement is submitted by	Poly, Inc.
Whose busines	s address is: 102 Sunset	Lane, P.O. Box 841, Shalimar, FL 32579
and (if applical	ole) its Federal Employer	Identification Number (FEIN) is . 63-0779072
(If entity has n	o FEIN, include the Socia	l Security Number of the individual signing this sworn
statement:		
3. My name is	Bruce Bradley, P.E.	and my relationship to the entity named
above isPre	sident of the corporation.	

- 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.

	ised on information and belief, that statement which I have marked beloutiting this sworn statement. [Please indicate which statement applies.]	w is true in relation to the entity		
X	Neither the entity submitting this sworn statement, nor one or more of directors, executives, partners, shareholders, employees, members, or active in the management of the entity, nor any affiliate of the entity, with and convicted of public entity crime subsequent to July 1, 1989.	r agents who are has been charged		
Harriston	There has been a proceeding concerning the conviction before a hear Division of Administrative Hearings. The final order entered by the h person or affiliate on the convicted vendor list. [Please attach a copy	earing officer did not place the		
- Control of the Cont	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.]			
Date:	The person or affiliate has not been placed on the convicted vendor li any action taken by or pending with the Department of General Servi July 31, 2017 Signature:			
STAT	TE OF: Florida			
COUN	NTY OF: Okaloosa			
who at	ONALLY APPEARED BEFORE ME, the undersigned authority, after first being sworn by me, affixed his/her signature in the space proved day of July, in the year QUIT. ommission expires: Notary Public	ided above on this		
Person	Print, Type, or Stamp of Notary Public nally known to me, or Produced Identification:	Notary Public State of Florida Melissa A Mitchell My Commission GG 036897 Expires 01/18/2021		
	Type of ID			

DATE July 31, 2017	SIGNATURE: Mully
COMPANY: Poly, Inc.	NAME: Bruce Bradley, P.E.
ADDRESS: 102 Sunset Lane	TITLE: President
P.O. Box 841	
Shallmar, FL 32579	
E-MAIL: bbradley@poly-inc.com	
PHONE NO.: 850-609-1100	

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

EXHIBIT B GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable.

- 1. <u>Drug Free Workplace Requirements</u>: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 2. <u>Contractor Compliance</u>: The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3. <u>Conflict of Interest</u>: The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
- 4. <u>Mandatory Disclosures</u>: The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 5. <u>Utilization of Small and Minority Businesses</u>, Women's Business Enterprises and Labor Surplus Area Firms: The contractor must take all necessary affirmative steps to assure that small, minority, and womenowned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
- 6. Equal Employment Opportunity: (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 7. <u>Davis-Bacon Act:</u> (Construction Contracts in excess of \$2,000): The contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages 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, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.
- 8. Copeland Anti Kick Back Act: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to

this contract. Contractors 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.

- 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, 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.
- 10. <u>Clean Air Act (42 U.S.C. 7401–7671q.)</u> and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor 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).
- 11. <u>Debarment and Suspension</u> (Executive Orders 12549 and 12689): 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.
- 12. 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 certify compliance.
- 13. Rights to Inventions Made Under a Contract or Agreement: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
- 14. <u>Procurement of Recovered Materials</u>: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

15. Access to Records and Reports:

Contractor 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.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

17. <u>Federal Changes:</u> Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause):

Contracts in excess of \$10,000 – 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.

19. Safeguarding Personal Identifiable Information

Contractor 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.

- 20. <u>Prohibition on utilization of cost plus a percentage of cost contracts</u>: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
- 21. <u>Prohibition on utilization of time and material type contracts:</u> The County will not award contracts based on a time and material basis if the contract contains Federal funding.
- 22. <u>Disputes:</u> Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C.§6201)

Contracts 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].

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Table of Contents

1.	LETTER OF INTEREST	1
2.	BUSINESS CREDENTIALS	3
3.	REGISTRATION	5
4.	SPECIFIC ACCOMPLISHMENTS	5
5.	AREAS OF EXPERTISE	13
6.	PROJECT MANAGEMENT ORGANIZATION	13
7.	REFERENCES	18
₿.	ADDITIONAL INFORMATION AND COMMENTS	20
9.	REQUIRED FORMS	22
	DRUG FREE WORKPLACE CERTIFICATION	
	CONFLICT OF INTEREST FORM	
	FEDERAL E-VERIFY COMPLIANCE CERTIFICATION	
	NO CONTACT CLAUSE	
	INDEMNIFICATION AND HOLD HARMLESS FORM	
	ADDENDUM ACKNOWLEDGEMENT	
	COMPANY DATA	
	LIST OF REFERENCES	
	LOBBYING - 31 USC 1352, 49 CFR PART 19, 49 CFR PART 20	
	LOCAL PREFERENCE FORM	
	PUBLIC ENTITY CRIMES	
	EXHIBIT B – GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS	

1 - Letter of Interest

Mr. Greg Kisela Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview. FI 32536

RE: RFQ #WS 69-17

General Engineering Services for Okaloosa County Water & Sewer

Dear Mr. Kisela:

Poly, Inc. is pleased to respond to your Request for Proposals for General Engineering Services for Okaloosa County Water & Sewer.

Our joint capabilities in consulting and design make Poly unique among our competitors. Our ability to meet Okaloosa County's needs is rooted in our experience and our commitment to developing long-term relationships built on mutual confidence and trust.

When you review our qualifications you will undoubtedly note our continuous service with many clients such as the City of Niceville and the NVR Regional Sewer Board. However, there is no better example of our basic philosophy than our ongoing service to the Okaloosa County Water and Sewer System since its inception, almost 50 years ago. We attribute this to providing unparalleled service. Accordingly, we approach each project as an opportunity to develop a long-term relationship in lieu of short-term rewards. This has resulted in our success as a company and we intend to continue to apply the same philosophy as we continue working with Okaloosa County's Water and Sewer System.

Poly employs over 50 multi-disciplined professionals including civil and environmental engineers, as well as geologists, architects, environmental scientists, planners, surveyors, construction representatives and administrative staff in several offices. Your projects will be administered and managed from our Shalimar, FL office with support from the Dothan, AL office. We have unique qualifications and experience to handle the entire scope of work required by most projects in-house, as we have done for decades for OCWS.

Considering our adequacy of personnel, capability, multi-disciplined design expertise, permitting experience and current workload, we will have no problem meeting reasonable project deadlines and your expectations for successful projects.

As President, I am authorized to make all representations on behalf of Poly in connection with Okaloosa County. This authorization includes staff and schedule commitments, contract negotiations, project management, etc. All representations made by me will be considered binding on the company.

We would like you to experience the enthusiasm of our staff and would appreciate an invitation to meet with the Okaloosa County selection committee, if required, to demonstrate why Poly clearly continues to be the best choice for Okaloosa County. We thank you for your time and consideration of this response.

Sincerely,

Poly, Inc.

Bruce Bradley, P.E.

President

Shalimar Office

Poly, Inc. 102 Sunset Lane P.O. Box 841 Shalimar, FL 32579 Phone: 850-609-1100

Fax: 850-609-1101

Office Hours: M-F 7:30 AM-5:00 PM

Website: www.poly-inc.com

E-mail Address: bbrant@poly-inc.com

or mevans@poly-inc.com

Corporate Headquarters

Poly, Inc. 1935 Headland Avenue P.O. Box 837 (36302) Dothan, AL 36303 Phone: 334-793-4700 Fax: 334-793-9015

Office Hours M-F 8:00 AM-5:00 PM

Website: www.poly-inc.com

E-mail Address: bbradley@poly-inc.com

2 - Business Credentials

Poly, Inc. is in its 56th year of providing professional engineering and architectural design services to public and private clients. The Florida office was established in 1970 to better serve the growing demands of our clients in northwest Florida and has been providing service continuously since that time. The staff consists of over 50 multi-disciplined professionals

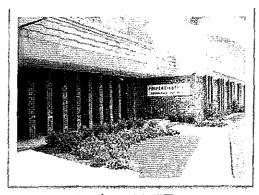
including civil and environmental engineers, architects, professional geologists, environmental scientists, planners, surveyors, construction representatives and administrative support. This diverse in-house staff allows Poly to provide a broad range of engineering and architectural services. The corporate office in an 11,000 square ft. office complex in Dothan which includes an on-site full-service water and wastewater laboratory.



Shalimar, FL Office

Though we are a full service diversified consulting firm, we have chosen to team with a former employee to provide the scope of services that may be required by Water & Sewer during the proposed project period. Joey Bowman, P.E., of Atwell and Gent Electrical and Consulting Engineers, was the electrical engineer of record on all Okaloosa County projects for over 10 years while employed at POLY and we have continued to successfully team with him during the past two years as a sub-consultant through his current employer.

Over the years, Poly has developed an excellent reputation assisting counties, small cities and utility systems with designing, constructing, permitting and securing funding for projects of all types. The principal professionals are actively involved in each project insuring that all clients benefit from their wealth of experience.



Dothan, AL Office

We actively solicit input from the client's staff because we realize that there are certain aspects of each project which are best identified by the people involved in the day-to-day operation of a system. The involvement of both the engineer and client helps assure that our projects meet the needs and expectations of the client.

It is POLY's goal to develop relationships of mutual trust and confidence with each of our clients.

The basis of this trust is the company's competence and commitment to act in the clients' best interest in every

aspect of each project. This goal has been achieved as evidenced by the long-lasting relationships we have established.

We encourage you to contact any of our clients listed in Section 8 (Additional Information & Comments) to inquire about our reputation and competence.

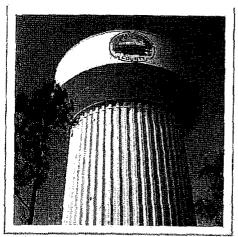
Comprehensive Services:

Poly actively practices in the following fields:

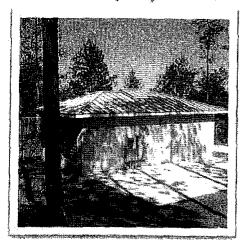
- Water Storage and Distribution
- Wastewater Transmission, Treatment and Disposal or Reuse
- Water Treatment and Supply
- Industrial Water Supply and Wastewater Treatment
- Stormwater Hydraulic Studies and Infrastructure Design
- Stormwater Retention and Treatment
- · Paving and Drainage
- · Parks and Recreational Facilities
- Road and Bridge
- Solid Waste Disposal
- Architectural Design
- · Geological Investigation
- Airports
- · Military Range Design
- Environmental Laboratory

Poly routinely provides the following services on projects:

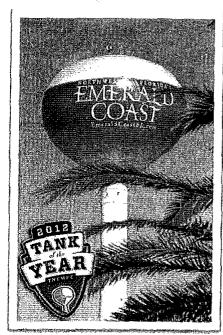
- · Engineering Studies and Design
- · Feasibility Studies
- Funding Acquisition Assistance (Grants, Loans, etc.)
- Surveying
- Review of NWFWMD, FDEP, USACE and other Governmental Regulations as well as Local Ordinances
- Permit Acquisition (including FDEP, NWFWMD, FDOT, USACE, EPA, FAA, Okaloosa Co and Eglin AFB)
- · Complete Construction Plans and Specifications
- Cost Estimates
- · Easement Surveying and Descriptions
- Permit Drawings and Application
- Bidding Documents
- Assistance with Receiving, Tabulating, and Evaluating Bids
- Contract Documents and Contract Administration
- Conducting Pre-Construction Conference
- Utility Coordination
- Providing Construction Management and Inspection
- Submittal Review and Approval
- Reviewing Contractor Materials Submittals and Pay Requests
- Project Completion Certifications
- Preparing Construction "As-Built" Drawings
- Consumptive Use Permit Assistance



Okaloosa County Oddfellow Tank



Okaloosa County Kennedy Lakes Well



Okaloosa County Main Island Tank

3 - Registration

Poly has all necessary licenses and permits to legally conduct business in the State of Florida. A list of our Certificates of Authorization and licenses of our professionals registered in Florida are below:

Name	FL License Number	Expertise
Poly, Inc.	CA#1818	Engineering
Poly, Inc.	CA# LB7527	Surveying
Michael Evans, P.E.	59311	Professional Engineer
Beth Brant, P.E.	57972	Professional Engineer
James Brannon, P.E.	38098	Professional Engineer
Max Mobley, P.E.	35891	Professional Engineer
Joseph W. Bowman, P.E.	59881	Professional Engineer
Kenny Sanders, P.E.	76388	Professional Engineer
Justin Thomley, PLS	LS7039	Surveyor and Mapper
Clay Wilks, AIA	AR97955	Principal Architect
Matthew Buxkemper, E.I.	License # Pending	Engineering Intern

4 - Specific Accomplishments

Poly is experienced with the planning, design and management of various types of public works projects, having successfully completed hundreds of projects in southeast Alabama and northwest Florida over the previous 56 years. Please find following summaries of some large scale water and wastewater system projects completed by our staff in the Panhandle in recent years:

Mid County (Blueberry) Tank No. 4

This OCWS project included the design and erection of a 0.75 MG single pedestal elevated water storage tank including foundation design and a connecting water main, as well as contract administration and resident project representative (RPR) services. Contracted work also included site work, piping, grading, electrical and controls. Total project cost is \$1.24 million. Poly's scope of work also included funding acquisition assistance in the form of a 50% NWFWMD grant and all permitting including FDEP (Construction and NPDES), Okaloosa County, FDOT and FAA. In addition, Poly has prepared grant required semi-annual reports for the District throughout the life of the project.

Paint and Repair Water Tanks (2017)

This on-going complementary OCWS project is a multi-phase, multi-year project that includes the surface preparation and painting of the new Mid County (Blueberry) Tank #4, as well as repair, surface preparation and painting of two other OCWS elevated water storage tanks and FDEP mandated cleaning/inspection of ten other potable water storage tanks throughout the County. Total estimated project cost is \$1.23 million. The original budget for the Mid County Tank #4 was \$2.5 M. The project was broken into separate construction and painting contracts for quality control and cost saving purposes. The resulting two projects (which included the additional work outlined above) came in under the budget for only one tank at a total cost of \$2.47M.

East County Wastewater Transmission Force Main

This OCWS project currently under construction consists of the design of over 7.5 miles of 18", 24" and 30" PVC, Ductile Iron and HDPE sanitary sewer force main along with associated valves and fittings to convey wastewater from the Niceville Area to Okaloosa County's Arbennie Pritchett WRF near Fort Walton Beach. Design included detailed computerized hydraulic modeling to predict pressures and aide in selecting appropriate pipe sizes and materials. POLY's scope of work included all permitting including, FDEP Wastewater, NPDES and Environmental Resource Permits, USACOE Nationwide Permit, FDOT Utility Permits, and an Okaloosa County Public Works Utility Permit. POLY also provided assistance with acquisition of the Eglin AFB easement and, along with our sub-consultant GSRC, Inc., provided a Phase I Environmental Baseline Survey as required by Eglin AFB. The total estimated project cost is approximately \$4.0M.

East County Reclaimed Water Main

This OCWS project, currently in the design phase, will consist of over 11 miles of 20" reclaimed water transmission main from the Arbennie Pritchett WRF in Fort Walton Beach to the Eglin AFB Golf Course in Niceville, FL. In order to expedite the design, POLY has broken the route into 4 segments so that design can progress on some segments while route selection, easement acquisition and surveying are still underway on remaining sections. Current efforts are focused on finalizing the route with property owners, the Mid-Bay Bridge Authority and Eglin AFB. Once the entire route is formalized, POLY will provide assistance with acquisition of the Eglin AFB easement and, along with our sub-consultant GSRC, Inc., prepare a Phase I Environmental Baseline Survey as required by Eglin AFB. Permits required for this project will be FDEP NPDES & Environmental Resource Permits, USACOE Nationwide Permit, FDOT Utility Permits, and an Okaloosa County Public Works Utility Permit. The total estimated project cost is approximately \$5.0M.

Duke Field Pump Station/Forcemain & Camp Rudder Pump Station/Forcemain

These two OCWS projects were very similar and consisted of the design of a major sanitary sewer transmission system to convey wastewater from Duke Field and Camp Rudder to the Arbennie Pritchett WRF. The pump stations, pipelines and appurtenances had to be carefully designed to work in combination with each other, the new 7th SFG pump station and pipeline. future flows from Eglin Main and existing flow into the WRF. This required further development of the hydraulic model to simulate the numerous conditions expected along the route. A thorough transient surge analysis was also conducted. The data from these models was utilized to select the most efficient pipe diameters, materials and thicknesses for the route. The models were also utilized to select suitable pumps for the associated pumping stations. Combined, the final designs consisted of approximately 15.5 miles of forcemains, 24 air relief valves and two duplex pumping stations. During the final stages of design and the initial phase of construction of the Duke Field project, two large construction projects were announced that impacted the planned route. POLY worked closely with Duke Field personnel, FDOT and Federal Highway officials and quickly redesigned the impacted portions of the route. The project was successfully completed on schedule by Okaloosa County Water and Sewer's Construction Crew and is currently in operation. Combined Est. Construction Cost: \$3.1M.

Okalogsa Lane Relocation at Creek Crossing

This OCWS fast-tracked project consisted of the relocation of 330 feet of 16" water main and 355 feet of 8" sewer force main via horizontal directional drilling along Okaloosa Lane at a creek crossing to make way for a bridge installation. POLY began the design on February 27th and received FDEP approval to construct the force main relocation on February 28th. The FDEP approval for the water main portion was granted on March 2nd and final plans along with all necessary permits were in hand by March 16th, less than 3 weeks after design began.

General Bill Brown Wellfleld Water Transmission Main

This project was for the WRP, Inc., a utility created to jointly serve South Walton Utility Company and Destin Water Users. Upon completion of Poly's engineering study and review by WRP, Poly was retained to design and permit the project under a very rigid timeline ahead of a massive utility relocation due to the planned widening of Hwy 331. Poly signed a contract with WRP on 3/21/11 to provide engineering services for the project. The project consisted of 16 miles of 30inch pipeline from the northern Rockhill Wellfield to the coastal areas of the utilities service area of which 16,000 L.F. crossed under the Choctawhatchee Bay. The design and permitting were completed on an extraordinarily tight schedule and the bids were opened on 8/4/11 with a low bid received in the amount of \$19,968,000 (slightly under budget). Required permits included FDOT, FDEP (water), FDEP (wetlands), FDEP (biological and endangered species), USACOE (wetlands, biological, and endangered species), and Coast Guard (navigational). All permits were in hand prior to award of bid by WRP. Inc. In a span of only six months the project was designed, permitted, bid and awarded. Construction is complete, ahead of schedule and within budget. In addition to design and permitting, POLY performed all route design, cost estimating, coordination with affected state and federal agencies, bid phase and construction phase services.

2010-11 Paint and Repair Water Tanks

The OCWS project was a multi-phase, multi year project that included the repair and complete rehabilitation of six elevated water storage tanks throughout OCWS's southern service areas and FDEP mandated cleaning and inspection of eight other potable water storage tanks. Also included in the project was the complete overcoat of the Main Island Tank to depict a mural of the Gulf of Mexico and new logo for the County's Tourist Development Council. The Tank was named Tnemec's "Tank of the Year" for 2012. Total project cost was \$2.12 M.

Blackman Community Water System

Blackman Community is located in the northwest corner of Okaloosa County, north of Baker and west of the Yellow River. It is a previously un-served area for public potable water and is geographically isolated from neighboring water systems. The startup system project consisted of two water production wells, an elevated water storage tank, over 41 miles of water main, 177 fire hydrants, 320 new service connections and many highway and wetland under-crossings constructed under three separate projects. Project was bid in May 2010 and completed in 2012 with a total project cost of \$5.6 M. Poly provided all required services for the fledgling system including funding acquisition services (including USDA-RD grant/loan, CDBG and legislative appropriation funds), preliminary engineering studies, route design, design, permitting (including

FDEP (construction and NPDES), NWFWMD, Okaloosa County PW and GM as well as FDOT), bidding and construction phase services, start-up of the system and guidance for the Board for seven years.

Seminole Community Water System Upgrade and Replacement

Seminole Community is located between Bluewater Bay and the eastern Okaloosa County line along Hwy 20. The project consisted of constructing a new parallel water system for the entire Seminole Community including over 25,000 LF of water main replacement, over 300 service conversions to the new system and abandonment of the old system. It was constructed in-house by OCWS personnel. Completed in January 2010 with total project cost of ~\$1M funded in part by a NWFWMD grant. Poly provided route design, design and permitting services which included FDEP, FDOT and Okaloosa County as well as Eglin AFB. In addition, the project was subject to re-design in mid project due to changes in the FDOT widening project on Hwy 20 that cut through the middle of the water system construction.

SWUC Area-Wide Alternative Water Supply Source Expansion Project

The South Walton Utility Company project was a multi-phase project designed to produce and transmit additional water from an expanded northern wellfield in Walton County to the southern portion of the County in compliance with the requirements of the NWFWMD. The project consisted of two new 1,000+ GPM Floridan Aquifer water wells, two reinforced concrete ground storage tanks capable of storing over two million gallons each, SCADA equipment and over 1.5 miles of 16" and 12" DI water transmission mains primarily within the existing General Bill V. Brown Wellfield. One tank was constructed at the coastal end of the utility's existing cross-county pipeline. The wellfield in which the majority of the work was conducted is located within the Nokuse Plantation, a 48,000-acre private environmental conservation area in central Walton County. Due to the nature of the area, extreme care was required to design the project to minimize impacts on the conservation area. The project was completed in 2008 with project cost of \$4.8 M and within an extremely tight schedule.

Okaloosa County Supplemental Water Supply Project

The Okaloosa County Supplemental Water Supply Project was a multi-year, multi-phase project designed to transmit water from northern areas of Okaloosa County to the southern portion of the County in compliance with the requirements of the NWFWMD. The project consisted of over 20 miles of 30" water main, 7 miles of 16" water main, and 1,900 LD of 20" water main, including numerous directional bores beneath rivers, creeks and other environmentally sensitive areas. In addition, the project included two 1.5 MG "hydropillar" elevated water storage tanks and 4 miles of 16" transmission main connecting the Garniers and County West service areas. Completed in 2005 with project cost of \$21.2 M. Poly provided planning, route design, design, permitting, bidding and construction phase services for all five phases of the project. Permits included FDEP (construction and NPDES), Okaloosa County, FDOT, USACOE, Eglin AFB and Hurlburt Field.

County West Water System Improvements

Okaloosa County's County West service area is located between Hurlburt Field and the western Okaloosa County line along Hwy 98. Project consisted of constructing a new parallel water system for the majority of the service area including approximately 35,000 LF of water main replacement, service conversions to the new system and abandonment of the old system. The project was completed in 1996 and continues in service today.

Partial listings of current or recent projects, separated by areas of expertise, follow:

POLY PARTIAL LIST OF WATER PROJECTS				
OWNER	PROJECT DESCRIPTION	FUNDING	STATUS YR COMP	FINAL/ CONST COST
Okaloosa County, Florida, Water & Sewer System	Mid County (Blueberry) Tank No. 4—This OCWS project included the design and erection of a 0.75 MG single pedestal elevated water storage tank including foundation design and a connecting water main, as well as contract administration and resident project representative (RPR) services	NWFWMD Grant	Ongoing	1,240,000
Okaloosa Gounty, Florida, Water & Sewer System	Paint and Repair Water Tanks (2017) – This on-going complementary OCWS project is a multi-phase, multi-year project that includes the surface preparation and painting of the new Mid County (Blueberry) Tank #4, as well as repair, surface preparation and painting of two other OCWS elevated water storage tanks and FDEP mandated cleaning/inspection of ten other potable water storage tanks throughout the County.	Local	Ongoing	1,230,000
Okaleosa Geunty, Florida, Water & Sewer System	Okaloosa Lane Relocation at Creek Crossing – This OCWS fast-tracked project consisted of the relocation of 330 feet of 16" water main and 355 feet of 8" sewer force main via horizontal directional drilling along Okaloosa Lane at a creek crossing to make way for a bridge installation.	Local	2017	100,000 (est)
WRP, Inc. Walton County, FL	Phase IV Water system Improvements Project, General Brown Wellfield Transmission Main consisting of 80,000 L.F. of 30" Water main from the wellfield north of Freeport to the connection of a 24-inch main north of Hwy 98.	Local	2013	19,680,000
Okaloosa County, Florida, Water & Sewer System	Hurlburt Field Interchange Water Main Relocation – Relocation of approximately 1,100 L.F. of 16" water main to accommodate roadway improvements.	Local	.2015	150,000
Ökaloosa County, Florida, Water & Sewer System	Del Cerro II Water Supply Well & Connecting Main — Project includes all phases (design, bidding and construction) of a 1.100 GPM potable water supply well, well building, treatment facility, site work, electrical, mechanical and connecting water main. Scope includes assistance with obtaining FDEP, NWFWMD and County permits.	Local	.2015	1,082,000

	POLY PARTIAL LIST OF WATER PROJECTS			
OWNER	PROJECT DESCRIPTION	FUNDING	STATUS YR COMP	FINAL/ CONST COST
Henry County Water Authority Henry County, Alabama	Henry County Water Improvements, Phase IX – Project includes the development of a SCADA system to monitor the County's four separate, stand-alone systems operating on five separate gradients across the county. The remote terminal units will be placed on each of the five tanks, five wells, a booster station, and the five control valves that allow flow between systems as needed in order to improve system operations while reducing labor and fuel costs.	DWSRF	2014	800,000
Mexia Water System Monroe County, AL	Mexia Water System — Contract I includes the drilling of two test wells (each in a different formation) and the construction of a permanent 400 GPM production well. Contract II includes the construction of water distribution mains including 11,000 LF. of 8" main and 6,000 LF. of 6" main	USDA	2016	1,169,000
Water Works Board of the City of Enterprise, AL	FY 2010 Water System Improvements, Water Supply Well No. 13 - Project includes the construction of two (2) water supply wells, a new water storage tank, and connecting mains. The project also includes the rehabilitation of existing wells and water main replacement.	Local	2013	5,000,000
Okaloosa County, FL, Water & Sewer System	The OCWS project was a multi-phase, multi year project that included the repair and complete rehabilitation of six elevated water storage tanks throughout OCWS's southern service areas and FDEP mandated cleaning and inspection of eight other potable water storage tanks. Also included in the project was the complete overcoat of the Main Island Tank to depict a mural of the Gulf of Mexico and new logo for the County's Tourist Development Council. The Tank was named Tnemec's "Tank of the Year" for 2012.	Local	2012	2,120,000
Blackman Community Water System	Blackman Water System – Project included planning, design, permitting and construction a new community water system including over 40 miles of 8", 6" and 3" water mains, two new 350 GPM water supply wells, new 150,000 gallon elevated water storage tank, 325 new service connections, and 177 fire hydrants.	USDA RD, CDBG and Legislative Appropriation (DEP Grant)	2012 [.]	5,800,000
Pace Water System Pace, FL	Pace Water System Tank, Well and Water Main — Project consisted of the design and construction of a 1.0 MMG elevated water storage tank, 2,000 gpm water supply well complete with treatment system and over two miles of 16-inch connecting water main. Provided detailed engineering and permitting assistance, bid construction phase services including contract administration and construction observation and commissioning for the entire project. Tank was awarded "Tank of the Year" by the Steel Plate Fabricators Association for 2015 in a nationwide competition.	Local	Water Main 2007 Well - 2013 Tank - 2015	3,700,000

POLY PARTIAL LIST OF WATER PROJECTS				
OWNER	PROJECT DESCRIPTION	FUNDING	STATUS YR COMP	FINAL/ CONST COST
The City of Dothan, Alabama	Westside Storage Tank and Water Mains - Project included the construction of a 1.5 MMG elevated water storage tank and connecting water mains consisting of 10,650 L.F. of 16" ductile iron water main and 490 L.F. of 6" and 12" iron water main.	DWSRF	2011	2,700,000
Okaloosa County, FL, Water & Sewer System	Seminole Water System Improvements - over 25,000 LF of 6" water main to provide potable water and fire protection to the entire Seminole Community located east of Niceville, FL including merging the community into OCWS Bluewater Service Area. Included two HD bores crossing SR 20 and abandonment of six Floridan Aquifer production wells.	NWFWMD Grant	2010	800,000
Okeloosa County, Florida, Water & Sewer System	Longwood connecting main - Planning, design, and easement acquisition for 12,500 L.F. of 16" DIP water transmission main to connect Longwood Tank to 30" Supplemental Water Supply Transmission Main. Design Complete, Construction on hold.	Local	Design Çomplete	1,200,000

POLY PARTIAL LIST OF SEWER PROJECTS			
OWNER	PROJECT DESCRIPTION	STATUS YR COMP	FINAL/CONST COST
Ckaloosa County, Florida, Water & Sewer System	Okaloosa Lane Relocation at Creek Crossing – This OCWS fast-tracked project consisted of the relocation of 330 feet of 16" water main and 355 feet of 8" sewer force main via horizontal directional drilling along Okaloosa Lane at a creek crossing to make way for a bridge installation.		100,000 (est)
Okaloosa County, Florida, Water & Sewer System	Poquito Bayou Force Main Crossing Upgrade - Construction of a new 900 LF 12" HDPE force main primarily via horizontal directional drilling across Poquito Bayou.	2016	85,000
Okaloosa County, Florida, Water & Sewer System	East County Wastewater Transmission Main — Construction of a new 24"/30" force main from Niceville, FL to the County's new Eglin AFB pumping station. The 6.67 mile long force main is part of an overall plan to bring all of the East County wastewater flow to the new Arbennie Pritchett Water Reclamation Facility (APWRF).	Under Const.	4,000,000 (est)
Okaloosa County, Florida, Water & Sewer System	East County Reclaimed Water Main - This OCWS project, currently in the design phase, will consist of over 11 miles of 20" reclaimed water transmission main from the Arbennie Pritchett WRF in Fort Walton Beach to the Eglin AFB Golf Course in Niceville, FL.	Ongoing	5,000,000 (est)
Okaloosa County, Florida, Water & Sewer System	Camp Rudder Force Main and Pumping Station – Construction of a new 300 GPM duplex pump station, 43,500 L.F. of 8-inch PVC force main and 1,800 L.F. of HDPE. Pump Station includes a flowmeter, SCADA & generator.	2016	1,600,000

	POLY PARTIAL LIST OF SEWER PROJECTS		
OWNER	PROJECT DESCRIPTION	STATUS: YR COMP	FINAL/CONST COST
Pace Water System Pace, FL	Parallel Master Forcemain and Master Lift Station Replacement — Construction of a ½ mile 20" HDPE forcemain to replace aging, undersized line from Master Lift Station. Also, construction of up-sized, relocated Master Lift Station (12' diam x 35' wet well) with triplex pumps, odor control, bypass pumping, SCADA control and site work in a welland.	Forcemain 2009 Lift Station 2015	692,517
Okaloosa Gounty, Florida, Water & Sewer System	Duke Field Force Main and Pumping Station - Construction of a new 300 GPM duplex pump station, 33,276 L.F. of 8-inch PVC force main and 1,840 L.F. of HDPE. Pump Station includes a flowmeter, and SCADA. Project also included gravity sewer modifications and drainage system improvements near the pump station site.	2013	1,500,000
City of Niceville, Florida	Replace Pump Station #1 - Construction of a new 225 GPM duplex pump station to replace a deteriorated one. Project included dedicated generator set, automatic transfer switch, flowmeter, and SCADA.	2013	400,000
Okaloosa County, Florida, Water & Sewer System	7th Special Forces Group Force Main - Construction of a new 17 mile long force main from the Army's new 7th SFG Cantonment to the County's APWRF. Pipeline consists of a variety of pipe sizes designed to accommodate future anticipated flows from Eglin AFB.	2011	4,800,000
City of Niceville, Florida	New Pump Station at City Hall - Construction of a new 2,000 GPM triplex pump station, 2,800 L.F. of 10-inch PVC force main, 8,600 L.F. of 16-inch PVC force main a 1,700 L.F. horizontal directional drill and 1,285 L.F. of gravity sewer. Pump Station includes a dedicated generator set, automatic transfer switch, flowmeter, and SCADA.	2011	1,739,480
Town of Cowarts, Alabama	Huskey Road Force Main — Construction of a new sanitary sewer pump station; upgrade another with new pumps and electrical, approximately 18,000 L.F. of 8" force main, approximately 4,275 L.F. of 6" force main, air release/vacuum valves, 6" flow meter; manhole lining, directional drilling and jack and bore installations of pipe, restoration of concrete, asphalt, and stone aggregate driveways as indicated on the plans.	.2011	316,107
City of Blakely, Georgia	CDBG Sewer and Drainage Improvements – Sanitary sewer improvements consisting of approximately 2,600 L.F. of 8" gravity sanitary sewer, concrete manhole and appurtenances.	2010	459,790
City of Enterprise, Alabama	Sewer Outfall Replacement - This project includes sanitary sewer outfall improvements including the construction of gravity sewer main, manholes and related appurtenances.	2010	435,780 (est)
City of Enterprise, Alabama	Replacement of Pump Station #3 – Construction of a new 1,500 GPM triplex pump station with dedicated generator set, automatic transfer switch, flow meter and SCADA. Included a 200 L.F. 12-inch horizontal directional drill.	2010	441,760
The Utilities Board of the City of Ozark, Alabama	Whittle Hudson Road Pump Station Upgrades - This project includes the demolition and installation of two new pump stations, complete with motors, controls, guide rails, fittings, piping and associated appurtenances.	Design Complete	\$320,000 (est)

5 - Areas of Expertise

Poly's areas of expertise to be considered for this proposal are as follows:

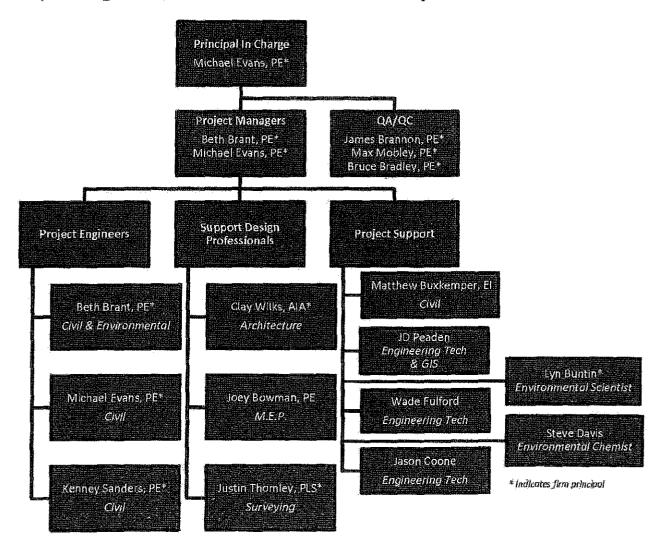
- Engineering Studies and Design
- Funding Acquisition and Planning Services
- Permitting
- Wastewater
- Water

- Reclaimed Water
- Surveying/Mapping/GIS
- Architecture
- Environmental Services/Consulting
- Geological Investigations

Including all phases of and necessary services for potential projects as outlined in page 1 of the subject RFQ. Project lists verifying these areas of expertise are included above in Section 4.

6 - Project Management Organization

Proposed organizational structure to serve Okaloosa County:



Max A. Mobley, P.E.

Sr. Principal Environmental Engineer

Registration: Professional Engineer, FL, GA and AL

Education: BS in Civil Engineering, Auburn University, Auburn, Alebama; MS in Environmental Engineering, Auburn University, Auburn, Alabama

<u>Professional Affiliations</u>: American Society of Civil Engineers, Past President Alabama Section, Society of American Military Engineers, Water Environment Federation, Alabama Water Environment Association, American Water Works Association

Mr. Mobley has forty-two years experience in Civil and Environmental Engineering Project Planning, Design, and Management.

- Project Manager for Pike County Water Replacement of Pump in Mount Carmel Well (DWSRF)
- Project Manager for Abbeville Iron Removal System
- Project Manager for Lawrenceville Well Gross Alpha Removal
- Project Manager for Smith's Water Treatment Plant
- 2012 DWSRF FS010139-02 Water System Improvements included approximately 1,350 radio read meters ranging in size from 3/4" to 6" replacing all meters in the Brundlidge Water System.
- Henry County Water improvements, Phase IX Project includes the development of a SCADA system to
 monitor the County's four separate, stand-alone systems operating on five separate gradients across the
 county. The remote terminal units will be placed on each of the five tanks, five wells, a booster station,
 and the five control valves that allow flow between systems as needed in order to improve system
 operations while reducing labor and fuel costs.
- Furnished and installed approximately 1475 radio read meters ranging in size from %" to 4" replacing all
 meters plus all associated hardware and software to enable the implementation of a fully automated
 drive-by remote read metering system.
- Okaloosa County Supplemental Water Supply Project consisted of 110,000 LF of 30" Ductile Iron Transmission main and two 1.5 MG Elevated Tanks.

James R. Brannon, P.E.

Vice-President, Engineering - Civil Engineer

Registration: Professional Engineer, FL and AL

Education: BS in Civil Engineering, Aubum University, Aubum, AL

<u>Professional Affiliations</u>: American Water Works Assoc., American Society of Civil Engineers, American Concrete Institute

Mr. Brannon has forty years experience in civil engineering projects, including thirty-nine years with Poly. He has recently been the project manager and design engineer for the following water supply projects:

- Project Manager and Design Engineer for the WRP Water System Improvements General Brown Wellfield Transmission Main
- Project Manager for SWUC Six Lane Utility Relocation Project along US Hwy 98
- 2014 Sanitary Sewer Rehabilitation Phase I
- Phase IV Water System Improvements, General Brown Wellfield
- SWUC Area-Wide Water Supply Source Expansion.
- Project Manager and Design Engineer for the Destin East Mobile Home Park Water System Improvements for South Walton Utilities
- Project Manager and Design Engineer for the Caldwell Area Water Improvements
- Shoal River Force Main and Water Main Expansion Project (including bores under Shoal River) for OCWS
- 2013 Ozark Water Main Improvements
- Okaloosa Lane 750 GPM Water Supply Well for OCWS
- 1.25 MG Ground Storage Tank and Booster Pumping Facility at Bob Sikes Airport, Crestview, FL for OGWS

- County West 1.0 MG Tank, Booster Pumping Facility and Recreation Park for OCWS
- County West 750 GPM Water Supply Well #4 for OCWS
- OC Garniers Water Supply Well #11 & Mid County Water Supply Well #5 for OCWS
- 2.0 MG Ground Storage Tank and Pumping Facility for OCWS
- 1,500 GPM Deep Water Supply Well for Ozark, AL Water System

Beth R. Brant, P.E.

Environmental Engineer and Principal

Registration: Professional Engineer, FL and AL, NACE Coating Inspector #54922

Education: BS in Agriculture, UF, Gainesville, FL; ME in Environmental Engineering Sciences, UF, Gainesville, FL Professional Affiliations: Florida Engineering Society, National Society of Professional Engineers, Water Environment Federation, NACE, Society of Women Engineers

Ms. Brant has nineteen years experience in civil engineering and asphalt paving construction projects, seventeen with Poly. Her recent project management and design engineering experience includes the following infrastructure related projects:

- Mid County Tank No. 4 (Blueberry)
- Paint and Repair Water Tanks (2017)
- Pace Water System 2.5 MG Reject Tanks
- Pace Water System Master Lift Station and Parallel Forcemain
- Quintette Road 16" Water Transmission Main for Pace Water System (PWS)
- Pace Water System Well #11 and 1 MG Elevated Water Storage Tank
- Blackman Community Water System (USDA/RD and CDBG funding)
- Eastern Loop Water Main including I-10 Jack and Bores (OCWS)
- 2010-2011 Paint and Repair Water Tanks (including 2012 Tank of the Year for USA)
- Water Main Improvements in Sylvania Heights (CDBG Disaster Recovery) for OCWS
- Rehab and Paint Elevated Tank #3 for PWS
- Coordinator for Permit Applications, Renewals and Compliance for OCWS FDEP and NWFWMD

Michael G. Evans, P.E. Civil Engineer and Principal

Registration: Professional Engineer, FL and AL, FDEP Qualified SW Mgt. Inspector

Education: BS in Civil Engineering, FSU, Tallahassee, FL

<u>Professional Affiliations</u>: Florida Engineering Society, National Society of Professional Engineers, American Water Works Association

Mr. Evans has nineteen years experience in civil engineering projects, all with Poly. His recent project management and design engineering experience includes the following infrastructure related projects:

- East County Reclaimed Water Main
- East County Forcemain
- Antioch Road Water Main Relocation at Juniper Creek Bridge
- Okaloosa Lane Water Main Relocation
- SWUC Area-Wide Alternative Water Supply Source Expansion
- WRP Inc. 30" Potable Water Transmission
- Okaloosa County Seminole Community Water System Replacement
- Eglin AFB Auxiliary Field #3 (Duke Field) Lift Station & Forcemain for OCWS
- United States Army 7th Special Forces Group Forcemain for OCWS
- Brookhaven Way & Spring Acres Cove Sewer Expansion for OCWS
- Water system improvements including 4.560 LF of 10" water main for City of Valparaiso, FL (CDBG)
- Bob Sikes Industrial Park Water Main Extension for increased fire protection at new industries in the IP, including 9,800 LF of 24" DI pipe

- Highway 85 Water Main Extension at Meadow Lake for Okaloosa County Water and Sewer (OCWS), including 5,500 LF of 12" water main
- Miscellaneous Fire Hydrant Improvements for OCWS
- · Computerized water distribution system modeling for various water system designs

Joey Bowman

Electrical Engineer (Atwell and Gent, P.A.)

Registration: Professional Engineer, FL, AL and TN

Education: MS, Industrial Engineering (Engineering Management), UT, 1993, Knoxville, TN - Capstone (Applied Master's Thesis): Resource Planning; BS, Electrical Engineering, Aubum University, 1989, Aubum, AL.

Mr. Bowman has 28 years experience in electrical engineering and consulting, including:

- Fiber Optic Backbone and Security Electronics system design for several correctional facilities including David L. Moss Criminal Justice Center in Tulsa, OK and the Jefferson County Jails in Birmingham and Bessemer, AL.
- Fiber Optic Backbone design for ORNL in Oak Ridge, TN. It included the routing of fiber optic cable via underground duct banks to serve as the FDDI (Fiber Distributed Digital Interface) backbone for ORNL.
- Electrical systems design for Robertsdale Police Building and City Hall in Robertsdale, AL.
- Electrical systems design for expansion of power transmission structure fabrication and assembly plant. (M.D. Henry Company in Pelham, AL).
- Electrical systems design for several Rehab Hospitals, Diagnostic Centers, and Surgery Centers for HealthSouth in various locations across the United States.
- Telecommunications cabling infrastructure design for Regions Bank Operations Center in Birmingham,
 Al
- Telecommunications data center and cabling infrastructure design for Children's Hospital Data Center in Birmingham, AL
- Electrical systems and Telecommunications Cabling Infrastructure Design for Jones School of Law at Faulkner University, Montgomery, AL.
- Electrical systems and Telecommunications Cabling Infrastructure Design for V.P. Black Bible College at Faulkner University in Montgomery, AL.
- . Electrical systems design for over 40 AmSouth Branch Banks at various locations in AL, TN, MI, and FL,
- Electrical systems design for animal research laboratory at the BJC-HealthSouth Rehabilitation Hospital in St. Louis, Missouri.

D. Lyn Buntin

Environmental Chemist

Education: BS in Chemistry/Biology, Troy State University, 1975

Mr. Buntin has 39 years of experience in environmental consulting and testing services. He oversees all Poly environmental projects and manages the Environmental Division, which consists of 6 people. He and the Environmental staff provide full service environmental services from consultation to assessment to in-house laboratory testing.

Environmental:

- Perform studies to determine wastewater characterizations
- Provide treatability studies
- Acquire all necessary permits for industrial and municipal clients
- Write best management plans (which include spill prevention and counter measures)
- Laboratory Oversight and Quality Control
- Experience in Industrial and municipal environmental permitting and compliance consulting includes: National Discharge Elimination System (NPDES), State Indirect Discharge (SID), and Community Right to Know (SARA Title III), Resource Conservation and Recovery Act (RCRA).
- Construction storm water permitting and management including BMP Plans, and SPCC plans.

- Soil / Groundwater contamination assessments and remediation, Environmental site assessments and UST investigations.
- ASTM Phase I and II Environmental site assessments.

Wade Fulford

Resident Project Representative/Engineering Technician

Registration: FDEP Qualified SW Mgt. Inspector

Education: Associate Degree Drafting and Design Technology

Mr. Fulford has eighteen years extensive experience in AutoCAD drafting, thirteen years experience in the Eagle Point Civil Program and experience in AutoTURN, a Cad-based program that simulates low speed turning maneuvers for highway and parking design. He also experience in Microsoft Word and Excel, Word Perfect, AutoCAD Map, and Raster Design. He has twenty-three years experience in drafting survey topography, and design drawings for improvements which include water, sanitary sewer, storm sewer, streets, commercial and industrial sites, and subdivisions. He also has construction observation experience as well as experience in the field survey of site improvements, deed and property research, easements, boundaries, topographies, landline stakeouts, project estimates, submittal reviews, project documentation (design and construction), public well water sampling and testing. He also has experience in permitting and planning within the guidelines of the ALDOT, FLDOT, FAA, FEMA, and other City, County and State agencies located in Alabama and Florida.

- SWUC Six Lane Utility Relocation Project Along US Highway 98
- 2014 Sanitary Sewer Rehabilitation Phase I
- Enterprise Pistol Road Improvements, Enterprise, AL
- Laurel Breeze Drive Improvements, Enterprise, AL
- Coppinville Area Street Improvements, Enterprise, AL
- Enterprise Incubator Building, Enterprise, AL
- Yancey Parker Industrial Park Access Road
- Enterprise CDBG Sewer Improvements, 1999, Enterprise, AL
- Dauphin Street (STEA sidewalks improvements, Enterprise, AL
- Enterprise Yancey Parker Industrial Park, Enterprise, AL
- Misc. Mapping for the City of Enterprise, AL.
- Flood Damage Repair, 1998, Enterprise, AL.

J.D. Peaden

CADD Operator, Engineering Technician

Education: Bachelor of Science in Computer Information Systems, Troy State University Dothan, Drafting and Design Technology Degree, Okaloosa Walton Community College

Mr. Peaden has twenty years of experience in drafting including AutoCAD, Eagle Point software, Civil 3D and ArcMap.

- Corvias Military Housing Privatization Hurlburt Field & Eglin AFB Surveys
- Rapid Infiltration Basins Okaloosa County, FL
- Bell Aero Sewer Improvements Ozark, AL
- 500,000 Gallon Ground Storage Tank Ozark, AL
- Little Choctawhatchee Wastewater Treatment Plant Expansion Dothan, AL
- Bethel Church Paving and Drainage Dothan, AL
- Henry County, AL Water Phase VII
- Henry County, AL Water Phase VIII
- Highway 27 Sewer Extension Abbeville, AL
- Well No. 4 Headland, AL
- Ft. Rucker Wastewater Treatment Plant Upgrades

7 - References

The success of Poly can be attributed to the hard work and commitment by company management and staff to the delivery of quality projects on-time and in-budget leading to solid client relationships. Below are five (5) references for similar professional services outside of the Okaloosa County Board of County Commissioners. Also, please find following in Section 8, Additional Information and Comments, a partial list of additional clients. We encourage you to contact any of our clients about our reputation, competence, and quality of work.

City of Dothan, AL

P. O. Box 2128 Dothan, AL 36302

Contact: Jerry Corbin - Public Works Director Phone: 334-712-2500 Fax: 334-712-2533

Representative Projects:

- Dothan Farm Center Tank Inspections (2015)
- Dothan Tank Inspections (2014)
- Ashford Water Main Improvement (2013)
- 1500 GPM water supply wells (2) and connecting mains (2012)
- 1.5 MMG Westside storage tank and water mains (2012)
- Expansion and upgrade of an existing 5 MGD activated sludge WWTF (2012)
- New 3.0 MGD extended agration activated sludge WWTF (2003)
- 1.5 MMG elevated water storage tank & connecting mains with SCADA (2001)
- Hwy 84W transmission main including 23,000 LF of water main (2001)

Ozark, AL Utilities Board

421 North Union Street

Ozark, AL 36361

Contact: Don Hallford - General Manager Phone: 334-774-2336 Fax: 334-774-4226

Representative Projects:

- Noah Circle CDBG Sidewalks (2016)
- Highway 105 Water Main Repair (2016)
- State Road 123 Utility Relocation (2014)
- Water Tank Management (2013)
- Water System (mprovements (2013)
- Southside WWTF Rehabilitation (2012)
- Sanitary Sewer Improvements including 20,125 LF of sewer mains, 7,200 LF of R&R asphalt pavement & 175 GPM pump station (2010)
- Demolition and installation of two new pump stations (2009)
- Northside Transmission Main including 21,460 LF of water main (2008)
- Highway 123 Area Sanitary Sewer Improvements (2004)
- Marvin Park Sewers including 7,000 LF of sewer mains, 70 GPM pump station, & 1,000 LF of PVC force main (2003)
- Race Track Park (2001)
- Pedestrian Facility on E. Andrews and Broad Street (2001)
- Marley Mill Road Sewer Improvements (2001)

City of Enterprise, AL

529 Glover Avenue Enterprise, AL 36330

Contact: Bill Shelton - Public Works Director Phone: 334-348-2665 Fax: 334-308-2495

Representative Projects:

- Repair/Upgrade Airport Well No. 9 (2015)
- Well No. 6 Rehab (2014)
- Water Tank Rehab (2013)
- Water supply weil (2), new water storage tank & connecting mains (2012)
- Street Improvements (2012)
- ALDOT US-84 West Utility Relocation (2010)
- Sewer Outfall Replacement including gravity sewer mains, manholes (2010)
- Replacement 1,500 GPM triplex pump station including SCADA (2010)
- College & Railroad Street Sidewalk, Paving & Drainage Improvements (2005)
- Enterprise Recreational Complex Softball Fields (2004)
- Water system improvements including 17,000 LF of water main (2003)
- 2002 Street Improvements (2002)

City of Niceville, FL

208 N. Partin Drive Niceville, FL 32578

Contact: Lannie Corbin - City Manager Phone: 850-729-4000 Fax: 850-729-1247

Representative Projects:

- Rocky Bayou water main improvements (Ongoing)
- John Sims Median Beautification (Ongoing)
- Lift Station #6 Relocation (2017)
- NVR Screw Press (2016)
- 750,000 Elevated Water Storage Tank (2016)
- Water Main Loop Under Turkey Creek (2015)
- Niceville Sidewalks (2015)
- NVR 3.35 MGD WWTF Upgrade (2014)
- 2,000 GPM triplex pump station at City Hall (2011)
- 2,500 GPM triplex pump station including SCADA (2007)
- Hwy 85 DOT Utility Relocation (2006)

Pace Water System

4401 Woodbine Road

Pace, FL 32571

Contact: Damon Boutwell, P.E., General Manager

Phone: 850-994-5129 fax: 850-994-6920

Representative Projects:

- 2.5 MG Reject Tanks Addition at WWTF
- Floridatown Gravity Sewer Improvements (2 phases)
- Water System Improvements including New Potable Water Well, 1 MG Hydropillar Water Tank and 16" Connecting Water Main
- Parallel Master Lift Station Forcemain and New Master Lift Station
- Tank 3 Rehab
- Miscellaneous Gravity Sewer Improvements

8 - Additional Information and Comments

PARTIAL CLIENT LIST

ر مرابع		Phi A.E. I	No. of Years
<u>Client</u>	<u>Contact</u>	Phone Number	As Client
Abbeville, City of	Billy Helms, Mayor	(334) 585-6444	43
Beauregard Water Authority	Richard Skinner, Field Manager	(334) 749-4900	24
Blackman Community Water System	Randall Ward, President	(850) 537-2527	12
Brundidge, City of	Isabell Boyd, Mayor	(334) 735-2385	42
Clay County Commission	Ronnie Crozier, County Administrator	(229) 768-3238	15
Columbia, City of	Lanny Lancaster, Mayor	(334) 696-4417	27
Dale County Board of Education	Ben Baker, Superintendent	(334) 774-2355	22
Dale County Commission	Mark Blankenship, Chairman	(334) 774-6262	19
Dale County Water Authority	Eddy Parker, Chairman	(334) 774-3331	31
Destin Water Users	Mondia Autrey, Operations Manager	(850) 837-4930	4
Dothan, City of Water & Electric	Jerry Corbin, Public Works Director	(334) 671-1622	42
Enterprise, City of	William E. Cooper, Sr., Mayor	(334) 347-1211	43
Eufaula Water Works & Sewer Board	Daryl Baker, General Manager	(334) 687-1227	23
Fort Gaines, City of	Terina L. Kenyon, Mayor	(229) 768-2443	16
Headland, City of	Ray Marier, Mayor	(334) 693-3365	22
Henry County Water Authority	Fred Tye, Chairman	(334) 585-5763	31
Houston County Commission	Mark Culver, Chairman	(334) 677-4740	18
Houston County Water Authority	Danny McNeil, Chairman	(334) 702-0188	18
Covington Rural Services	Bert Champion, President	(334) 347-1971	37
Midway Water System Authority	James Rigby, President	(850) 932-5188	24
Niceville, City of	Lannie Corbin, City Manager	(850) 279-6436	43
Niceville-Valparaiso (NVR) Sewer Board	Rick Helms, Manager	(850) 678-6613	43
Ozark, City of	Bob Bunting, Mayor	(334) 774-5393	37
Ozark Utilities Board	Don Hallford, Manager	(334) 774-2336	48
Pace Water System	Damon Boutwell, General Manager	(850) 994-5129	14
Valparaiso, City of	Carl Scott, Administrator	(850) 729-5402	14