CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>09/24/2021</u>

Contract/Lease Control #: C18-2678-WS

Procurement#: RFQ WS69-17

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

Award To/Lessee: <u>ARDURRA GROUP, INC.</u>

Owner/Lessor: OKALOOSA COUNTY

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

Expiration Date: <u>09/30/2022</u>

Description of: MASTER SERVICE AGREEMENT ENGINEERING CONSULTANT

Department: WS

Department Monitor: <u>LITTRELL</u>

Monitor's Telephone #: 850-651-7172

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

Closed:

Cc: BCC RECORDS

CONTRACT #: C18-2678-WS					
TASK ORDER #: 26	CONTRACT: C18-2678-WS ARDURRA GROUP, INC.				
TASK ORDER AMOUNT: \$45,000.00	MASTER SERVCIE ENG. AGREEMEN EXPIRES: 09/30/2022				
OFFERED BY CONSULTANT:	EXFIRES. 09/30/2022				
ARDURRA GROUP, INC.					
FIRM'S NAME					
JOSEPH G. CREWS, P.E.					
REPRESENTATIVE'S PRINTED NAME					
Model & Come					
SIGNATURE					
Southeast Water Practice Director	9/22/21				
TITLE	DATE				
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)				
Jul Littell	Jeffrey A A Hyde Date: 2021.09.28 08:36:00 -05'00'				
Jeff Littre	Jeff Hyde, PURCHASING MANAGER				
WATER & SEWER DIRECTOR TITLE	DATE				
9 23 2021	Faye Douglas Digitally signed by Faye Douglas Date: 2021.09.28 09:23:18-05:00				
DATE	Faye Douglas OMB DIRECTOR (if applicable)				
	DATE				
John Hofstad	Carolyn Ketchel				
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)				
DATE	DATE				
Revised January 21, 2020					

C18-2678-WS

TASK ORDER 26

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

Scope of Basic Services for Fiscal Year 2022 Professional Permitting Assistance Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide professional permitting assistance 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, performance of analyses of wastewater, groundwater, etc. that is collected and tested by COUNTY staff, preparation of periodic reports (except the Discharge Monitoring Reports (DMRs), inspection of facilities, preparation of applications for minor revisions to the existing wastewater permits. Assist COUNTY to address issues of concerns with respect to their existing wastewater permits and that are applicable with Professional Permitting Assistance Services (Project), in order to maintain compliance with the terms and conditions of each of their three (3) wastewater permits. The CONSULTANT shall only perform work related to the specific services associated with this task order on an as needed basis and only as requested by the COUNTY. The services the COUNSULTANT shall perform under this task if requested are as described below:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Preparation of required documentation associated with the County's existing wastewater permits FLA485942, The Arbennie Pritchett WRF; FLA010181, The Jerry D. Mitchem (formerly Bob Sikes) WRF; and the Russell F.W. Stephenson WRF, FLA010182. Prepare periodic reports and analysis of existing data as required by the specific conditions of the permit.
- As requested by the COUNTY assists with responses to Florida Department of Environmental Protection Compliance inspection reports as they pertain to COUNTY assets and wastewater permits. Assist with periodic reporting requirements of the three wastewater permits, maintain calendar reminders of events, and to prepare required documentation and periodic reports

- Perform analyses of wastewater data collected by COUNTY and provide recommendations to COUNTY in order to modify, or amend operations required to maintain compliance with the FDEP permits, or to mitigate existing non-compliant circumstances.
- These activities are limited to those required by the coverage of the existing permits. These
 activities do not include those activities necessary to prepare applications for new or
 renewal of permits or substantial revisions to existing permits, FDEP Forms 1 and 2A along
 with association reports O&M Reports, Capacity Analyses and the other documents
 required to be attached to the Completed Form 2A.
- Assist COUNTY staff, as requested by representatives of the COUNTY, to inspect industrial
 facilities that discharge industrial wastewater to the COUNTY and City of Fort Walton
 Beach's sewage collection system.
- Assist COUNT staff, as requested by representatives of the COUNTY, to provide technical
 assistance with review of Pretreatment Permit Applications for potential, new, and existing
 industrial dischargers regulated under the COUNTY's Sewer Use Ordinance; to calculate
 permits limits for inclusion in industrial Pretreatment Permits; and, assist County staff with
 preparation of Pretreatment Permits.
- Assist COUNTY staff to manage the periodic tasks required to implement the pretreatment program.
- Assist COUNTY in preparation of Emergency Management Tier II annual report for the water and wastewater system and required Risk Management Plan review

The following are not included in this task order and shall be performed by the COUNTY:

- Review of Discharge Monitoring Reports (DMRs) for the permitted facilities.
- Preparation of FDEP correspondence regarding additions or deletions of non-domestic users.
- Submittal of Annual Reuse Reports to FDEP.
- Pretreatment permit renewals and other documentation associated with pretreatment permit renewal except where assistance is requested by the COUNTY for specific associated tasks, such as review of water quality.
- Enforcement of 40 CFR 403 pretreatment program for the Arbennie-Pritchett WRF; creation
 of a 40 CFR 403 pretreatment program for the Bob Sikes WRF; management of the collection
 and review of Operational Monitoring Reports from industrial pretreatment users;
 preparation of a Pretreatment Annual Report submitted to the FDEP.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with Article 2 of the 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.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, final project

conditions, schedule, and other variables. CONSULTANT shall 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. Payment for services shall be retroactive to the commencement of FY 2022, which is also the effective date of referenced contract.

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: Joseph G. Crews, PE, Sr. Project Manager				
In Littell 9/23/2021	March & Cent 9/22/21				
signature date	signature date				
Address:	Address:				
1804 Lewis Turner, Blvd., Ste 300 1988 Lewis Turner Boulevard					
Fort Walton Beach, FL 32547	32547 Fort Walton Beach, FL 32547				
Telephone : 850-651-7172	Telephone: 850.244.5800				

TASK ORDER #: 24 TASK ORDER AMOUNT: \$45,000.00 OFFERED BY CONSULTANT: ARDURRA GROUP, INC. FIRM'S NAME JOSEPH G. CREWS, P.E.	CONTRACT: C18-2678-WS ARDURRA GROUP, INC. MASTER SERVCIE ENG. AGREEMENT EXPIRES: 09/30/2022
REPRESENTATIVE'S PRINTED NAME Wash 15 County SIGNATURE Southeast Water Practice Director	09/20/21
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director) July Littly Jeff Littrell WATER & SEWER DIRECTOR TITLE 9 23 2021 DATE	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Jeffrey A Digitally signed by Jeffrey A Hyde Hyde Date: 2021.09.28 08:34:24 DATE Faye Douglas Digitally signed by Faye Douglas Date: 2021.09.2809:22:43-05:00 Faye Douglas OMB DIRECTOR (if applicable)
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Carolyn Ketchel CHAIRMAN (if applicable)
DATE	DATE

Revised January 21, 2020

C18-2678-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 CONSTANTINE ENGINEERING, 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 (Ardurra) 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 the COUNTY that consists 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.
- Addressing issues associated 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 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.
- 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.
- Perform any other professional services as required and specifically 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 the Article 2 of the 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, 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: Joseph G. Crews, PE, Sr. Project Manager		
Jeff Littell 9/23/2021	March & Cent 9/20/21		
signature date	signature date		
Address:	Address:		
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard		
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547		
Telephone : 850-651-7172	Telephone: 850.244.5800		

CONTRACT #: C18-2678-WS	0.01/TD 4.07 .0.40
TASK ORDER #: 23	CONTRACT: C18-2678-WS ARDURRA GROUP, INC.
TASK ORDER AMOUNT: \$48,000.00	MASTER SERVCIE ENG. AGREEMENT
OFFERED BY CONSULTANT:	EXPIRES: 09/30/2022
ARDURRA GROUP, INC.	
FIRM'S NAME	
JOSEPH G. CREWS, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE	
Southeast Water Practice Director	9/20/21
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)
Intel MI	Jeffrey A Hyde Pate: 2021.09.28 08:33:02
Jeff Littrell V	Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE	DATE
9/23/2621	Faye Douglas Date: 2021.09.28 09:21:43-05'00'
DATE	Faye Douglas OMB DIRECTOR (if applicable)
	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Carolyn Ketchel CHAIRMAN (if applicable)
DATE	DATE
Revised January 21, 2020	

C18-2678-WS

TASK ORDER 23

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services for Okaloosa County Water and Sewer System Subsurface Utility Engineering Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Ardurra) to proceed with professional engineering services for providing subsurface utility engineering (SUE) services to 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 CONSULTANT agrees to furnish general professional engineering and technical services that are applicable to the Okaloosa County Water and Wastewater System Subsurface Utility Engineering Services Project (PROJECT), as requested by the COUNTY's representative. The services that the CONSULTANT agrees to furnish as part of this Task Order include, but are not limited to locating, verifying the location, installing permanent markers, and acquiring data for components of the COUNTY's water distribution and wastewater collection systems. Combining all historical data and mapped utility data to create a single uniform map system of the COUNTY's entire water and sewer utility infrastructure. Specific work tasks that may be authorized by the COUNTY's representative are presented below.

Task 1. Water and Sewer Asset Subsurface Utility Engineering Services

CONSULTANT shall perform Quality Level A or B subsurface utility location verification services in accordance with the American Society of Civil Engineering (ASCE) Standard 38-02 entitled Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). These services shall be performed for the PROJECT based on criteria developed with the COUNTY. CONSULTANT shall identify, interpret, verify, and field-mark buried water and sewer pressure pipelines and valves (assets) using ground penetrating radar (GPR), vacuum excavation, global positioning system equipment (GPS), and existing information and data available from the COUNTY. Specifically, CONSULTANT shall perform the following services:

- 1.1 Attend meetings as requested by the COUNTY's representative to identify the proposed work areas and to review existing drawings, plans, and other information and data provided by the COUNTY of the proposed work to evaluate the locations of buried water and sewer assets.
- 1.2 Initiate a Florida One-Call Ticket for the proposed work areas in a timely manner and in accordance with State of Florida Regulations.

- 1.3 Identify the location of buried water and sewer assets in the proposed work areas using ground penetrating radar (GPR)
- 1.4 Verify the centerline location and depth of selected buried water and sewer assets using metal probes and vacuum excavation equipment as appropriate and in accordance with criteria established by the COUNTY. A description of these two methods is presented below.

1.4.1 Metal Probes

CONSULTANT shall use a metal probe to verify the location and depth below the ground surface of the centerline of select buried pipelines. If the ground is too dense to probe the pipe, a high pressure water jet or vacuum excavation may be used to verify the location of the buried pipeline.

1.4.2 Vacuum Excavation

CONSULTANT shall use a vacuum excavator to excavate select buried pipelines. These pipelines shall be excavated to verify the location of the pipeline and to collect specific information about the buried pipeline, including the diameter of the pipeline, the pipeline material, and as requested by the COUNTY, the depth below the ground surface.

1.5 Install permanent markers that the COUNTY can use to locate buried assets in the future. The protocol that CONSULTANT shall use to identify and mark the location of buried assets is presented below.

1.5.1 Buried Pipes Under Asphalt or Concrete

Buried assets located under asphalt of concrete shall be marked with a blue or green paint stripe. CONSULTANT shall not perform subsurface verification activities. If requested by the COUNTY, install a permanent marker to identify the location of the buried asset by installing an 8- or 12-inch long galvanized spike (nail) with a 5/8-inch galvanized washer.

1.5.2 Buried Pipes Under Sand or Grass

Buried assets located under sand or vegetation (grass, weeds, sod, etc.) shall be marked using either a blue or green paint strip. CONSULTANT shall verify the location of the buried asset using a metal probe or vacuum excavation.

1.5.3 Buried Valves

Water valves buried under asphalt or concrete shall be marked with blue paint.

- 1.6 CONSULTANT shall identify the spatial location (Northing and Easting) of buried water and sewer assets using real-time corrected (Omni-Star) sub-meter GPS equipment. Location information shall be stored in a digital storage device that is capable of uploading the information into the COUNTY's geographic information system (GIS).
- 1.7 CONSULTANT shall collect information and data about buried water and sewer assets using digital storage equipment and pipeline diameter measuring tools. Specific information and data that shall be collected will be in accordance with the established GIS data storage protocol. Some information and data listed in the Data Dictionary are not available from field investigations and will not be collected. The data collected in this task shall be stored using a digital storage device that can be uploaded into the COUNTY's GIS system. COUNTY supplied software may be required to fully convert the data into files for final conversion in the COUNTY's GIS.

Task 2. GIS Inventory Mapping

CONSULTANT will collect information and data including horizontal data, component locations (x, y coordinates) for fire hydrants, master water meters, water service meters, water storage tanks, water wells, valves, and other appurtenances, pressure sewer air-relief valves, valves and other sewer appurtenances requested by the COUNTY's representative. Specifically, CONSULTANT shall perform the following services:

2.1 CONSULTANT will perform a geospatial mapping survey and inventory of water and sewer assets in the proposed work areas identified by the COUNTY's representative. This activity includes physically locating the specific components of the water and sewer systems and recording their horizontal locations using a real-time corrected (Omni-Star), sub meter GPS equipment. The components of the water system to be inspected and located using GPS include fire hydrants, master water meters, water service meters, water storage tanks, water wells, and valves and the unknowns indicated in the existing COUNTY GIS database.

Task 3. Geodatabase Feature Dataset

As requested, the CONSULTANT will perform updates to the existing utility data map system of the COUNTY's water and sewer utility infrastructure. The following services will be included with this task:

- 3.1 Perform a review and edit, if necessary, on the output feature water and wastewater dataset schema to insure adherence to OCWS GIS standards for attribute domains and coded values.
- 3.2 Work with Okaloosa County Information Systems (OCIS) to ensure database integrity and adherence to COUNTY's adopted Standard Operation Procedures (SOP)
- 3.3 QA/QC data for accuracy and remove inaccurate data in coordination with the COUNTY's designated representative.
- 3.4 Identify areas of concern for future data acquisition.
- 3.5 Provide the final output to OCWS GIS personnel for review and incorporation into the database.

Task 4. Manhole Mapping

CONSULTANT will perform general manhole mapping and collect information and data including horizontal data, component locations for sewer manhole rim elevations and manual tape reading of line inverts at manhole and lift station junctions. Specifically, CONSULTANT shall perform the following services:

- 4.1 CONSULTANT will take digital photographs of each manhole using a specialized camera extension, "camera on a stick." This information will be used to provide pipe types, pipe diameter and flow directions. In addition, observations will be made to determine if any opposite flow or flat grade sewers are present.
- 4.2 CONSULTANT will perform data collection using GPS and differential correction against available Continuously Operating Reference Stations (CORS) to achieve sub-meter horizontal accuracy.
- 4.3 CONSULTANT will convert GPS data to feature class, attach a scanned image of the inspection sheet to the feature, and provide OCWS GIS with the feature class for inclusion in the OCWS database.
- 4.4 No manholes will be physically entered by field inspection personnel.
- 4.5 Manhole in-flowing and out-flowing pipe elevations will be manually obtained and measuring from the manhole rim elevation using a tape measure with 0.1 feet accuracy. A manhole diagram will be prepared showing all pipe entrance, sizes, depths and their respective angles from noted reference mark on rim.

Task 5. Standard of Care

The Scope of Services included in this task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are

performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 6. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECT. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 7. Public Notification

The CONSULTANT shall notify residents and owners of commercial property about facility survey sites located on private property and in easements. Notification shall be made by submitting a flyer to the affected locations that describes the proposed work and duration. The CONSULTANT shall inform residents and the COUNTY when access will be required to manholes on private property and what equipment will be necessary to perform the survey. A flyer with a description of the work to be performed shall be given to the resident prior to accessing the property. CONSULTANT shall attempt to meet with the resident/property owner to get permission for access to the property, and will notify the COUNTY on a weekly basis when access to a property is denied or contact could not be made.

Task 8. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork. The CONSULTANT shall attend weekly progress meetings with the COUNTY at a location designated by the COUNTY to discuss project status, submittals, action work items, and other related matters. The CONSULTANT shall only perform work as directed by the COUNTY under this task. Attendance to all other meetings shall be on an as needed basis and as requested by the COUNTY.

Task 9. Deliverables

CONSULTANT shall document the information and data collected for the buried water and sewer assets and shall record the information and data daily using digital equipment and an electronic data base that is compatible with the COUNTY's GIS data base. CONSULTANT shall coordinate with the COUNTY to upload the information and data collected into the COUNTY's GIS data base regularly. CONSULTANT shall make available to the COUNTY electronic in-progress working versions of the database and maps when requested by the COUNTY. The data base shall be provided in electronic form using the Trimble Utility Center data base format.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Article 2 of the 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 coordinate with COUNTY representative to establish a final level of effort and adjust specific work tasks to develop a final budget breakdown.

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. Payment for services shall be retroactive to the commencement of FY 2022, which is also the effective date of referenced contract.

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: Joseph G. Crews PE, SE Water Practice Director			
JUL 1: MIN 9/23/2021				
signature date	-0			
Address:	Address:			
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard			
Fort Walton Beach, FL 43547	Fort Walton Beach, FL 32547			
Telephone: 850-651-7171	Telephone: 850.244.5800			

CONTRACT #: C18-2678-WS	
TASK ORDER #: 25	CONTRACT: C18-2678-WS ARDURRA GROUP, INC.
TASK ORDER AMOUNT: \$24,000.00	MASTER SERVCIE ENG. AGREEMENT
OFFERED BY CONSULTANT:	EXPIRES: 09/30/2022
ARDURRA GROUP, INC.	
FIRM'S NAME	
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME	
Joseph J. Crewy	
SIGNATURE	
Southeast Water Practice Director	09/20/21
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)
Jeff Littrell Little	Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE	DATE DATE
9/23/2021	
DATE	Faye Douglas OMB DIRECTOR (if applicable)
	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Carolyn Ketchel CHAIRMAN (if applicable)
DATE	DATE
Revised January 21, 2020	

C18-2678-WS

TASK ORDER 25

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

Scope of Basic Services for Fiscal Year 2022 General Instrumentation and Control Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Ardurra) to proceed with general instrumentation and control system assistance for Okaloosa County Water and Sewer (CLIENT). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general instrumentation and control system services that CONSULTANT agrees to furnish include, but are not limited to, evaluation, analysis, programming of the CLIENT's instrumentation and control system components and integration of instrumentation and control signals into the CLIENT's supervisory control and data acquisition (SCADA) system. This shall include field work and engineering services as requested by CLIENT 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.
- Programming of the CLIENT supplied control panels and/or programmable logic controllers. This shall include:
 - Development of the standard pump station control applications.
 - Configuration of the operator interfaces to display the station data and alarm conditions
 - Configuration and testing of the controller network interfaces
 - Configuration of the HMI located at the central office
- Development of the Wonderware HMI graphics. The graphics developed for the station shall utilize
 the existing standards developed for the lift station sites.
- Field coordination with the electrical staff regarding the interconnection between the control panel and the field mounted devices.
- Review and configuration of the variable frequency drive parameters as applicable to the station operation.
- Adjustment of the field instrumentation parameters and setting as required

- · Generation of the control system documentation
- Field testing, verification, and Start-Up Services not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the CLIENT.
- Performing field investigations and construction observation not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the Article 2 of the 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 Termination of Task Order October 01, 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: Joseph G. Crews, PE, Sr. Project Manager
signature date	signature date
Address:	Address:
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547
Telephone: 850-651-7172	Telephone: 850.244.5800

CONTRACT #. C10-20/0-W3	
TASK ORDER #: 22	CONTRACT#: C18-2678-WS ARDURRA GROUP, INC.
TASK ORDER AMOUNT: \$630,000.00	MASTER SERVICE ENG. AGREEMENT
OFFERED BY CONSULTANT:	EXPIRES: 09/30/2022
ARDURRA GROUP, INC.	
FIRM'S NAME	
JOSEPH G. CREWS, P.E.	
REPRESENTATIVE'S PRINTED NAME	
Mess & Com	
SIGNATURE	
Southeast Water Practice Director	09/14/21
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)
Jeff Littrell District of Chalcons County Water & C	
Jeff Littrell	Jeff Hyde, PURCHASING MANAGER
WATER & SEWER DIRECTOR	
TITLE	DATE
09/14/2021	Faye Douglas Delta: 2021.09.14 13:11:09
DATE	Faye Douglas OMB DIRECTOR (if applicable)
	DATE
John Hofstad Digitally signed by John Hofstad Date: 2021.09.14 13:48:52 -05:00"	Carolin Dtotellel)
John Hofstad	Carolyn Ketahel
COUNTY ADMINISTRATOR (if applicable)	SEP 2 1 2021
DATE	DATE
Revised January 21, 2020	(A)

C18-2678-WS

TASK ORDER 22

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services for Okaloosa County Water and Sewer System FY 2022 Sunshine State One-Call of Florida Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Ardurra Group) to proceed with subsurface utility engineering services for providing Sunshine State One-Call of Florida (SSOCOF) subsurface utility locating services to the Okaloosa County Water and Sewer Department (COUNTY) for Fiscal Year 2022. 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 subsurface utility engineering and technical services that are applicable to the Okaloosa County Water and Wastewater System Sunshine State One-Call of Florida Subsurface Utility Engineering Services Projects (PROJECTS). The services that the CONSULTANT agrees to furnish as part of this Task Order includes physically locating, verifying the location, ticket management, database updates and line location services for responding to Sunshine State One-Call of Florida service location tickets for components of the COUNTY's water distribution and wastewater collection systems. Specific work tasks are presented below.

Task 1. Sunshine State One-Call of Florida Line Locate Database Management and Implementation

CONSULTANT shall manage and perform the line location services required to comply with the Underground Facility Damage Prevention and Safety Act, Chapter 356, Florida Statutes, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). Specifically, CONSULTANT shall perform the following services:

- 1.1. Attend meetings as requested by the COUNTY's representative to discuss and manage CONSULTANT's services, and other meetings requested by the COUNTY's representative.
- 1.2. CONSULTANT shall manage and implement the Sunshine State One Call of Florida Line Locate Tickets program as required to meet and comply with the state mandated Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, Sunshine State One-Call of Florida Requirements, and the Okaloosa County Water and Sewer Department's Standards) for Utility Locates for Okaloosa County.

- 1.3. CONSULTANT shall follow the established operating procedures to locate buried water and sewer assets using GPR, other locating methods and equipment as appropriate, and information and data from existing COUNTY records. CONSULTANT shall verify the centerline location of buried water and sewer assets using metal probes and other methods in accordance with criteria established by the COUNTY. Verification by vacuum excavation shall be performed on a limited basis and will be considered an additional service not included in the standard line locating services.
- 1.4. CONSULTANT shall monitor the One-Call tickets and transmit them to field crews as deemed necessary. CONSULTANT will use the web-based positive response system to comply with the Sunshine State One-Call of Florida Requirements for confirming the status of tickets. Historical records will be maintained including ticket number, response code, dates of service, photographic documentation and database storage.
- 1.5. Consultant will assist the COUNTY with all claims associated with damage to the COUNTY's utilities caused by the neglect of others. CONSULTANT aggress to defend the COUNTY, including presenting historical information; meet with COUNTY Risk Management Department and County Attorney's Office; and obtain and provide guidance with Sunshine State One-Call of Florida locating guidelines and rules.

Task 2. Standard of Care

The Scope of Services included in this Task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar professionals engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 3. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECTS. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 4. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Article 2 of the Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked and tickets received on the Projects. The budget ceiling for this Task Order is \$630,000.00. CONSULTANT will coordinate with COUNTY representative to establish a final level of effort and adjust specific work tasks to develop a final budget breakdown.

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 Projects 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: Joseph G. Crews PE, SE Water Practice Director			
Jeff Littrell Occupied by Jeff L Errell Disc crisk-off Lerel, on-Okalicosa Ocurity Water A Sewer System, out-Okalicosa Ocurity Water A Sewer System, out-Okalicosa Ocurity BCC, particular of the Company	Jeseph 15. Crewy 09/14/21			
signature date	signature date			
Address:	Address:			
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard			
Fort Walton Beach, FL 43547	Fort Walton Beach, FL 32547			
Telephone: 850-651-7171	Telephone: 850.244.5800			

ARDURRA-01

NGONZALEZ

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

12/29/2020

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 Ames & Gough	CONTACT NAME: PHONE (AIC, No, Ext): (703) 827-2277 FAX (AIC, No, Ext): (703) 827-2279				
8300 Greensboro Drive Suite 980 McLean, VA 22102	E-MAIL ADDRESS: admin@amesgough.com				
micean, VA 12102	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Valley Forge Insurance Company A	A(XV) 20508			
INSURED	INSURER B : National Fire Insurance Company of Hartford A(XV) 20478				
Constantine Engineering, LLC	INSURER C: Continental Insurance Company A(XV) 35289				
Constantine Engineering, Inc. 1988 Lewis Turner Blvd., Unit 3	INSURER D : Berkshire Hathaway Specialty Insurance Company 22276				
Fort Wayne Beach, FL 32547	INSURER E:				
	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,

) E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
}	CLAIMS-MADE X OCCUR	Ĵ	6075640222	1/1/2021	1/1/2022	DAMAGE TO RENTED \$ 1,000,000 PREMISES (Ea occurrence) \$	
{	X Contractual Liab.	1		(MED EXP (Any one person) \$ 15,000	
}		1	}]		PERSONAL & ADV INJURY \$ 1,000,000	
}	GEN'L AGGREGATE LIMIT APPLIES PER:	1				GENERAL AGGREGATE \$ 2,000,000	
1	X POLICY X PRO-	1				PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:			<u> </u>	<u> </u>	ss	
B	AUTOMOBILE LIABILITY)				COMBINED SINGLE LIMIT \$ 1,000,000	
	X ANY AUTO	1	6075640236	1/1/2021	1/1/2022	BODILY INJURY (Per person) \$	
	OWNED AUTOS ONLY SCHEDULED AUTOS	ł				BODILY INJURY (Per accident) \$	
}	HUTES ONLY ACTOS WILE	1		ļ		PROPERTY DAMAGE (Per accident) \$	
_	 			L		\$	
C	X UMBRELLA LIAB X OCCUR	}	0075040070	4/4/0004	1/1/2022	EACH OCCURRENCE \$ 15,000,000	
	EXCESS LIAB CLAIMS-MADE	1	6075640270	1/1/2021	1/1/2022	AGGREGATE \$ 15,000,000	
C	DED X RETENTION \$ 10,000				ļ	\$	
}	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1	0075640367	4(4)2024	4/4/2022	X PER STATUTE OTH-	
ì	ANY PROPRIETOR/PARTNER/EYECUTIVE	N/A	6075640267 1/1/2021	1/1/2021	1/1/2022	E.L. EACH ACCIDENT \$ 1,000,000	
Ì	if yes, describe under					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
F-	Professional Liab.		47-EPP-306878-03	1/1/2021	1/1/2022	EL DISEASE - POLICY LIMIT \$ 1,000,000	
ן ע	FIOSESSIONAL LIAD.	1	41-677-3008/6-03	1/1/2021	11112022	Per Claim/Aggregate 5,000,001	
	1	1					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, n Okaloosa County is included as additional insured with respect to General Liability contract. General Liability, Automobile Liability, Workers Compensation, and Umb additional insureds where permissible by state law and when required by written co

CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC. MASTER SERVICE AGREEMENT ENG CONSULTANT SVS

EXPIRES: 09/30/2022 EXPIRED. VV

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County 5479A Old Bethel Road Crestview, FL 32536-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Clestacw, I E 32330-0000	AUTHORIZED REPRESENTATIVE
	Danfinse

ACORD 25 (2016/03)

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CONTRACT #: C18-2678-WS	CONTRACT#: C40 2070 Div	
TASK ORDER #: 17	CONTRACT#: C18-2678-PW CONSTANTINE ENGINEERING, INC.	
TASK ORDER AMOUNT: \$642,000.00	MASTER SERVICE ENG. AGREEMENT EXPIRES: 09/30/2022	
OFFERED BY CONSULTANT:		
CONSTANTINE ENGINEERING, INC		
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME		
March M. C		
SIGNATURE	· · · · · · · · · · · · · · · · · · ·	
Senior Project Manager/ Owner	8/26/20	
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 Decay, some on, and Lifes. On on, and came, and control County where it become format of the first county where it become format of the first county where it become format of the first county	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde	
Jeff Littrell	Jeff Hyde, PURCHASING MANAGER	
WATER & SEWER DIRECTOR TITLE	DATE	
09/03/2020	Faye Douglas Digitally signed by Faye Douglas Date: 2020 09 03 12:02:20 -05:00	
DATE	Faye Douglas OMB DIRECTOR (if applicable)	
John Hofstad Digitally signed by John Hofstad Date: 2020.09.03 13:04:56	DATE	
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Robert A. "Trey" Goodwin. III CHAIRMAN (if applicable)	
COSTAT ADMINISTRATION IN APPRICADIO	SEP 2 9 2020	
DATE	DATE	

Revised November 3, 2017

C18-2678-WS

TASK ORDER 17

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services for Okaloosa County Water and Sewer System FY 2021 Sunshine State One-Call of Florida Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for providing Sunshine State One-Call of Florida (SSOCOF) subsurface utility locating services to the Okaloosa County Water and Sewer Department (COUNTY) for Fiscal Year 2020. 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 that are applicable to the Okaloosa County Water and Wastewater System Sunshine State One-Call of Florida Subsurface Utility Engineering Services Project (PROJECT), as requested by the COUNTY's representative. The services that the CONSULTANT agrees to furnish as part of this Task Order include, but are not limited to locating, verifying the location, ticket management, and line location services for responding to Sunshine State One-Call of Florida service location tickets for components of the COUNTY's water distribution and wastewater collection systems. Specific work tasks that may be authorized by the COUNTY's representative are presented below.

Task 1. Sunshine State One-Call of Florida Line Locate Management and Implementation

CONSULTANT shall assist the COUNTY to manage and perform the line location services required to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). Specifically, CONSULTANT shall perform the following services:

- 1.1. Attend meetings as requested by the COUNTY's representative to discuss and manage CONSULTANT's services, and other meetings requested by the COUNTY's representative.
- 1.2. CONSULTANT shall develop an Operating Plan that shall present the methods and procedures that CONSULTANT shall use to assist the COUNTY to manage and implement the Sunshine State One Call of Florida Line Locate Tickets. The Operating Plan will address the procedures that CONSULTANT will use to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Okaloosa County Water and Sewer Department's Standard Operating Procedures (SOPs) for Utility Locates for Okaloosa County.

- 1.3. CONSULTANT shall implement the operating procedures presented in the Operating Plan to locate buried water and sewer assets using GPR, other locating methods and equipment as appropriate, and information and data from existing COUNTY records. CONSULTANT shall verify the centerline location of buried water and sewer assets using metal probes and other methods in accordance with criteria established by the COUNTY. Verification by vacuum excavation shall be performed on a limited basis and will be considered an additional service not included in the standard line locating services.
- 1.4. CONSULTANT shall implement the computer tools and processes necessary to receive the One-Call tickets and transmit them to field crews. CONSULTANT will establish needed email services to facilitate receipt and delivery of tickets. CONSULTANT shall use the web-based positive response system to comply with the Sunshine State One-Call of Florida Requirements for confirming the status of tickets.

Task 2. Standard of Care

The Scope of Services included in this Task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 3. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECT. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 4. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork. The CONSULTANT shall attend weekly progress meetings with the COUNTY at a location designated by the COUNTY to discuss project status, submittals, action work items, and other related matters. The CONSULTANT shall attend all other meetings as requested by the COUNTY for the completion of the work.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Article 2 of the Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project. The budget ceiling for this Task Order is \$642,000.00. CONSULTANT will coordinate with COUNTY representative to establish a final level of effort and adjust specific work tasks to develop a final budget breakdown.

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 CLIENT	For CONSULTANT	
Name: Jeff Littrell, Director	Name: Joseph G. Crews PE, Sr. Project Manager	
Digitally signed by Jeff Littrell Dit critical Confedence County Water & Sewier System, Dev Classons County Water & Sewier System, Dev Classons County Class & Sewier System, Dev Classons County Water & Sewier System, Dev Classons County Class Signature Digitally signed by Jeff Littrel Divisional County Water & Sewier Sewier Sewier Divisional Littrel Div	signature date	
Address:	Address:	
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard, Unit 3	
Fort Walton Beach, FL 43547	Fort Walton Beach, FL 32547	
Telephone : 850-651-7171	Telephone: 850.244.5800	

Attachment A

Constantine Engineering, Inc. (TCG)

STANDARD OPERATING PROCEDURES Subsurface Utility Locates for Okaloosa County Water and Sewer

TCG SUE Crews will perform their services in accordance with the requirements of the Sunshine State One Call of Florida (SSOCOF), as well as the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, the American Society of Civil Engineering (ASCE) standard 38-02 entitled Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, and TCG's Standard Operating Procedures (SOPs) for Utility Locates for Okaloosa County. Copies of these documents are attached.

Guidelines for Marking Underground Facilities:

When responding to a ticket, insure a copy of the SSOCOF Excavators Guide is present (either on your person or inside vehicle). It is the responsibility of the TCG Subsurface Utility Engineering (SUE) crews to become well versed with the law and SOP's regarding Underground Damage Prevention. The crews will conduct themselves in a professional manner at all times. We not only represent TCG, but we represent the Okaloosa County Water & Sewer Department and any other entity that employs our services. For TCG to have long-term relationship with our customers, much depends on our ability to provide a quality service that is equal to or greater than our customer's expectations.

In general, TCG's approach to locating buried assets is to use GPR to locate buried assets. Our procedures include:

- Review all existing drawings to identify possible utility locations.
- Visually Inspect manholes, junction boxes, valves, hydrants, and other assets to establish
 possible pipe diameters, depths, and the general direction that utilities are heading.
- Use of Electro Magnetic methods to locate and trace metallic/conductive utilities and other unknown obstructions.
- Use of Ground Penetrating Radar to scan the area for non-conductive utilities and other unknown obstructions.
- Perform utility verification using metal probes and post-hole diggers. Under limited circumstances vacuum excavation or hydro-vacuum excavation to verify utility locations and determine the exact depth, size, and material type of a utility may be required.

Procedures for Responding to a Ticket:

- After receiving the ticket by e-mail or hard copy (paper), you will complete the ticket within two business days.
- 2. If the site cannot be located within the timeframe allotted, contact contractor to inform them of the circumstances and code the ticket appropriately. For example:
 - a) Work load does not permit you to complete the ticket in the allotted time.
 - b) Debris, trees, vehicles etc. are in the way.

- 3. Emergency work location requests are given top priority. The responsible crew will mark the facilities as soon as it is practical to do so.
- 4. The facilities will be marked with appropriate color-coded paint and flags (as per Chapter 556 of the Florida Statues).
- 5. Utilities identified to be located in the SSOCOF ticket will be marked within the 24-inch tolerance zone. The utilities will be marked with paint and flags at no more than a 25-foot spacing, except when closer marking is needed (i.e. Tee, 45°, 90°, valves, etc.) or if the contractor requests a longer distance.
- 6. Potable water and reclaim water services 3/4" and 1" will be marked by line of sight unless they specifically supply a hair salon, doctor's office or restaurant. These will need to be visually verified.
- 7. Sewer services will be located by using as-built drawings unless as-built drawings are not available. If the drawings are not available, the SUE Crew will make every effort to locate them with the GPR unit. If they cannot be located using the GPR, contact the Okaloosa County Sewer Maintenance Foreman. Document on your ticket (on the second line) that you requested assistance from the sewer maintenance crew and to whom you talked. If both of the above mentioned are unavailable, call the Maintenance Supervisor.
- 8. Sewer mains (Gravity Flow) will be marked by line of sight using manholes and marked with flags and paint.
- 9. Water mains, force mains and reclaim water mains will be verified at the start, the middle and the end of the boundary of the locate ticket. In general, the SUE Crew should verify the location of the utility at approximately 500-foot intervals. However, the SUE Crews will use their discretion to determine the frequency and location for utility verification. At areas where the SUE Crew can not reasonably verify the location of the utility using the normal verification frequency or the standard verification equipment provided in each SUE Crew should contact the SUE Supervisor to evaluate the need to perform vacuum excavation to verify the location of the utility or to increase the frequency of the verifications.
- 10. Standard verification equipment (probes and post-hole diggers) shall not be used to verify the location of known utilities in congested areas with gas, communication, or power utilities, transited water lines, or 2-inch diameter PVC pipes.
- Critical areas include sewer force mains, major intersections, supply lines to Okaloosa Island, problem excavators, etc. At these areas, the SUE Crew shall take pictures for the record.
- 12. Non-permanent paint is to be used on lawns. Permanent paint is to be used on asphalt. Do not spray paint on cement or decorative stone driveways.
- SUE Crews shall carry all trash and empty paint cans to the office for disposal.
- All completed tickets will be properly coded per the Positive Response Codes attached hereto.

Color Codes and Abbreviated Markings:

Water – Blue	W Water	WV – Water Valve
Sewer – Green	S - Sewer	SV - Sewer Valve
Reclaim – Purple	RC – Reclaim	RV – Reclaim Valve

Standard Working Hours:

- 1. Normal working hours are from 7:00 a.m. 4:00 p.m.
- 2. The crew's place of business is your area of operation unless otherwise notified by your supervisor. If you have no assigned tickets for your service area, call your supervisor within a reasonable length of time to receive further guidance.
- 3. The crews might have to work overtime as needed; however, all overtime must be approved through your supervisor.
- 4. Crews will have a one-hour lunch period, which will be taken at the crew's discretion. If you have outstanding tickets within your service area and you are not within 10 minutes of the office, take your lunch in the field, or complete the assigned ticket and then take lunch.

Footnote:

The task of locating Okaloosa County Water and Sewer utilities is extremely important. You are protecting Okaloosa County Water and Sewer Department's assets, as well as the health of the public and the environment. This is why we must use all resources that are now available to locate our utilities in an accurate and timely manner. The crews are a team- a very important team that must work together to get this important job done.

CONTRACT #:		
TASK ORDER #: 21	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC. MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022	
TASK ORDER AMOUNT: \$ 28,000.00		
OFFERED BY CONSULTANT:		
Constantine Engineering		
FIRM'S NAME		
JOSEPH G. CREWS, P.E.		
REPRESENTATIVE'S PRINTED NAME		
March & Cours		
SIGNATURE		
Senior Project Manager	09/14/20	
TITLE	DATE	
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1	
Jeff Littrell Diptarly signed by set Litural Office County Wester & Sewer Office County Wester & Sewer Office County Wester & Sewer Office County Office Cou	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Date: 2020.09.21 11:10:43-05:00	
SIGNATURE	PURCHASING MANAGER	
Water & Sewer Director		
TITLE	DATE	
09/17/2020	Faye Douglas Digitally signed by Faye Douglas Date: 2020.09.21 14:06:42	
DATE	OMB DIRECTOR/DATE	
	DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	
Revised January 21, 2020		

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 CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services to Provide Professional Engineering Consulting Services for the Bob Sikes WRF Surface Water and Biological Monitoring Project FY 2021

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering consulting services for the Bob Sikes WRF Surface Water and Biological Monitoring Project (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY).

Requirements contained in the Florida Department of Environmental Protection (FDEP) operating permit for the Bob Sikes WRF (FLA010181), require surface water and biological monitoring down-gradient of the effluent disposal site within adjacent or nearby waterways. Quarterly water quality and biennial SCI monitoring are required through the expiration date of the current permit. This Task Order provides authorization to continue the scheduled monitoring for the 2021 fiscal year, ending September 30, 2021. The activities that are included in this task order are described in "Article B. Scope of Services."

Article B. Scope of Services:

The CONSULTANT agrees to furnish general professional engineering and technical services required to perform surface water and biological monitoring, sampling and analysis, at the following locations:

 At one (1), previously designated location within an adjacent or nearby waterway down-gradient of the subsurface ex-filtration system at Bob Sikes WRF.

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:

- Water Quality and Biological Monitoring
- 2. Preparing Quarterly Reports
- 3. Permitting Assistance
- 4. Project Management and Meetings

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

Work Task 1. Water Quality and Biological Monitoring

Water Quality Monitoring

CONSULTANT will conduct four (4) quarterly water quality monitoring events at each of the previously designated surface water sites. Samples will be analyzed for pH, specific conductance, temperature, dissolved oxygen, total nitrate-nitrogen, total nitrogen, total phosphorus, ortho-phosphate and stream condition index

as required by the permit. To ensure QA/QC, CONSULTANT will conduct one (1) field blank and one (1) field duplicate per quarterly event for each facility. Any additional parameters will be considered outside this scope of services. CONSULTANT will provide a summary report to the COUNTY within ninety (90) days of each sampling event.

Biological Monitoring

A stream condition index (SCI) is required every even year (2020, 2022, etc.) for the Bob Sikes WRF. Under this Task Order, an SCI will not be performed for this location.

Work Task 2. Quarterly Reports

Upon receipt of the quarterly field and laboratory data collected under Work Task 1 CONSULTANT shall review quarterly data and provide technical analysis summary. The summary will present a general analysis of the data with respect to current and proposed State Water Quality Standards.

Work Task 3. Permitting Assistance

The specific services that CONSULTANT shall provide include permitting tasks necessary to coordinate and meet with representatives of the COUNTY and FDEP regarding the WRF Permit with respect to the results of the sampling and analysis performed in Work Tasks 1 and 2. The specific scope of services that CONSULTANT shall provide in this work task shall be developed following the completion of Work Tasks 1 and acceptance of the quarterly reports by the COUNTY, but generally shall include:

- CONSULTANT shall meet with FDEP representatives to discuss the PROJECT and the proposed permitting activities and requirements.
- CONSULTANT shall prepare and complete submittals associated with this scope of work, as may be
 required by the FDEP permitting process, and submit it to the COUNTY for review. Following review by
 the COUNTY, CONSULTANT shall adjudicate any comments, prepare a final version of the report, and
 submit it to COUNTY.

Work Task 4. Project Management and Meetings

CONSULTANT shall provide and perform general professional engineering 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 general engineering assistance, consultation, and opinions regarding the PROJECT.
- Respond to general questions on engineering matters as requested by COUNTY's designated representative.
- Prepare subcontracts with Subconsultants to perform the field work required under Work Task 1.
 CONSULTANT shall also coordinate the Subconsultant activities to ensure compliance with the COUNTY's wastewater permit.
- Perform general administrative project tasks associated with the management of the project.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with Article 2 of the 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 \$28,000.00.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, final project conditions, schedule, and other variables. CONSULTANT shall keep COUNTY informed of progress. CONSULTANT is not obligated to incur costs

beyond the indicated budget ceiling. Payment for services shall be retroactive to the commencement of FY 2021, which is also the effective date of referenced contract.

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:

Order. Communications between the	e parties sitai	be utrough the Authonzed Re	presentatives:
For CLIENT	i	For CONSULTANT	
Name: Jeff Littrell, Director		Name: Joseph G. Crews, PE, Sr. Project Manager	
Jeff Littrell Opinion women by Just Lines Det co-left Littre (In-Chances County Welfer & Seen System - On-Opinion County St. (Inc. Date: 2001.06.17 1-200.36-40707	09/17/2020	Joseph I Com	9/14/20
signature	date	signature	date
Address:		Address:	
1804 Lewis Turner, Blvd., Ste 300		1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547		Fort Walton Beach, FL 32547	
Telephone: 850-651-7172		Telephone: 850.244.5800	

CONTRACT #: <u>C18-2678-WS</u>			
TASK ORDER #: 20	CONTRACT#: C18-2678-WS - CONSTANTINE ENGINEERING, INC.		
TASK ORDER AMOUNT: \$ 45,000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022		
OFFERED BY CONSULTANT:			
Constantine Engineering			
FIRM'S NAME			
JOSEPH G. CREWS, P.E.			
REPRESENTATIVE'S PRINTED NAME			
Model M. C. west			
SIGNATURE			
Senior Project Manager	09/14/20		
TITLE	DATE		
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1		
Jeff Littrell Street of Charles County Water & Sewer Street County Water & Sewer & Sew	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Date: 2020,09 21 11:10:09 -05:00		
SIGNATURE	PURCHASING MANAGER		
Water & Sewer Director			
TITLE	DATE		
09/17/2020	Faye Douglas Date: 2020.09.21 14:06:25		
DATE	OMB DIRECTOR/DATE		
	DATE		
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)		
DATE	DATE		

Revised January 21, 2020

C18-2678-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 CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2021 Professional Permitting Assistance Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide professional permitting assistance 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, performance of analyses of wastewater, groundwater, etc. that is collected and tested by COUNTY staff, preparation of periodic reports (except the Discharge Monitoring Reports (DMRs), inspection of facilities, preparation of applications for minor revisions to the existing wastewater permits. Assist COUNTY to address issues of concerns with respect to their existing wastewater permits and that are applicable with Professional Permitting Assistance Services (Project), in order to maintain compliance with the terms and conditions of each of their three (3) wastewater permits. The CONSULTANT shall only perform work related to the specific services associated with this task order on an as needed basis and only as requested by the COUNTY. The services the COUNSULTANT shall perform under this task if requested are as described below:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Preparation of required documentation associated with the County's existing wastewater permits FLA485942, The Arbennie Pritchett WRF; FLA010181, The Bob Sikes WRF; and the Russell F.W. Stephenson WRF, FLA010182. Prepare periodic reports and analysis of existing data as required by the specific conditions of the permit.
- As requested by the COUNTY assists with responses to Florida Department of Environmental Protection Compliance inspection reports as they pertain to COUNTY assets and wastewater permits. Assist with periodic reporting requirements of the three wastewater permits, maintain calendar reminders of events, and to prepare required documentation and periodic reports

- Perform analyses of wastewater data collected by COUNTY and provide recommendations to COUNTY in order to modify, or amend operations required to maintain compliance with the FDEP permits, or to mitigate existing non-compliant circumstances.
- These activities are limited to those required by the coverage of the existing permits. These
 activities do not include those activities necessary to prepare applications for new or
 renewal of permits or substantial revisions to existing permits, FDEP Forms 1 and 2A along
 with association reports O&M Reports, Capacity Analyses and the other documents
 required to be attached to the Completed Form 2A.
- Assist COUNTY staff, as requested by representatives of the COUNTY, to inspect industrial
 facilities that discharge industrial wastewater to the COUNTY and City of Fort Walton
 Beach's sewage collection system.
- Assist COUNT staff, as requested by representatives of the COUNTY, to provide technical
 assistance with review of Pretreatment Permit Applications for potential, new, and existing
 industrial dischargers regulated under the COUNTY's Sewer Use Ordinance; to calculate
 permits limits for inclusion in industrial Pretreatment Permits; and, assist County staff with
 preparation of Pretreatment Permits.
- Assist COUNTY staff to manage the periodic tasks required to implement the pretreatment program.

The following are not included in this task order and shall be performed by the COUNTY:

- Review of Discharge Monitoring Reports (DMRs) for the permitted facilities.
- Preparation of FDEP correspondence regarding additions or deletions of non-domestic users.
- Submittal of Annual Reuse Reports to FDEP.
- Pretreatment permit renewals and other documentation associated with pretreatment permit renewal except where assistance is requested by the COUNTY for specific associated tasks, such as review of water quality.
- Enforcement of 40 CFR 403 pretreatment program for the Arbennie-Pritchett WRF; creation
 of a 40 CFR 403 pretreatment program for the Bob Sikes WRF; management of the collection
 and review of Operational Monitoring Reports from industrial pretreatment users;
 preparation of a Pretreatment Annual Report submitted to the FDEP.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with Article 2 of the 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.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, final project conditions, schedule, and other variables. CONSULTANT shall 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. Payment for services shall be retroactive to the commencement of FY 2021, which is also the effective date of referenced contract.

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 CLIENT	For CONSULTANT
Name: Jeff Littrell, Director	Name: Joseph G. Crews, PE, Sr. Project Manager
Jeff Littrell Power symmetry and Later Control Country Webs 4 09/17/2020 On 17/2020 On 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
signature date	signature date
Address:	Address:
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547
Telephone: 850-651-7172	Telephone: 850.244.5800

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2678-WS</u>		
TASK ORDER #:19	CONTRACT#: C18-2678-WS - CONSTANTINE ENGINEERING, INC.	
TASK ORDER AMOUNT: \$45,000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022	
OFFERED BY CONSULTANT:		
Constantine Engineering FIRM'S NAME		
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME		
SIGNATURE CLUB		
Senior Project Manager TITLE	09/14/20 DATE	
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1	
Jeff Littrell	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Date: 2020.09.21 11:09:04-05'00'	
SIGNATURE Water & Sewer Director	PURCHASING MANAGER	
TITLE	DATE	
09/17/2020	Faye Douglas Date: 2020.09.21 14:06:08	
DATE	OMB DIRECTOR/DATE	
	DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	
Revised January 21, 2020		

C18-2678-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 CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2021 General Instrumentation and Control Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with general instrumentation and control system assistance for Okaloosa County Water and Sewer (CLIENT). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general instrumentation and control system services that CONSULTANT agrees to furnish include, but are not limited to, evaluation, analysis, programming of the CLIENT's instrumentation and control system components and integration of instrumentation and control signals into the CLIENT's supervisory control and data acquisition (SCADA) system. This shall include field work and engineering services as requested by CLIENT 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.
- Programming of the CLIENT supplied control panels and/or programmable logic controllers. This shall include:
 - Development of the standard pump station control applications.
 - o Configuration of the operator interfaces to display the station data and alarm conditions
 - o Configuration and testing of the controller network interfaces
 - Configuration of the HMI located at the central office
- Development of the Wonderware HMI graphics. The graphics developed for the station shall utilize
 the existing standards developed for the lift station sites.
- Field coordination with the electrical staff regarding the interconnection between the control panel and the field mounted devices.
- Review and configuration of the variable frequency drive parameters as applicable to the station operation.
- Adjustment of the field instrumentation parameters and setting as required

- Generation of the control system documentation
- Field testing, verification, and Start-Up Services not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the CLIENT.
- Performing field investigations and construction observation not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the Article 2 of the 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 01, 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 CLIENT	For CONSULTANT	
Name: Jeff Littrell, Director	Name: Joseph G. Crews, PE, Sr. Projec	t Manager
Jeff Littrell Comment to the declaration County forms & Same System 09/17/2020	March & Cum	9/14/20
signature date	signature	date
Address:	Address:	
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547	
Telephone : 850-651-7172	Telephone: 850.244.5800	

TASK ORDER APPROVAL FORM

CONTRACT #:C18-2678-WS	00177	
TASK ORDER #: 18	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC. MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022	
TASK ORDER AMOUNT: \$ 45,000.00		
OFFERED BY CONSULTANT:	- .	
Constantine Engineering		
FIRM'S NAME		
JOSEPH G. CREWS, P.E.		
REPRESENTATIVE'S PRINTED NAME		
March & Cours		
SIGNATURE		
Senior Project Manager	09/14/20	
TITLE	DATE	
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1	
Jeff Littrell Digitally alphas by Juff Libral Diff Littrell Diff cor Juff Libral System, cure Ducksons County Water & Severy	Jeffrey A. Hyde Digitally signed by Jeffrey A. Hyde Date: 2020 09.21 11:08:37-05:00	
SIGNATURE	PURCHASING MANAGER	
Water & Sewer Director		
TITLE	DATE	
09/17/2020	Faye Douglas Date: 2020.09.21 14:05:50	
DATE	OMB DIRECTOR/DATE	
	DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	

Revised January 21, 2020

C18-2678-WS

TASK ORDER 18

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, 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 (Constantine Engineering, 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 the COUNTY that consists 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.
- Addressing issues associated 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 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.
- 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.
- Perform any other professional services as required and specifically 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 the Article 2 of the 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, 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 CLIENT	For CONSULTANT
Name: Jeff Littrell, Director	Name: Joseph G. Crews, PE, Sr. Project Manager
Jeff Littrell State of State O	Joseph W. Cerry 9/14/20
signature date	signature date
Address:	Address:
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547
Telephone: 850-651-7172	Telephone: 850.244.5800

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2678-WS		
TASK ORDER #: 10 Revision 01	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC	
TASK ORDER AMOUNT: \$500,000.00-\$630.000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022	
OFFERED BY CONSULTANT:	EXPIRES. 09/30/2022	
CONSTANTINE ENGINEERING, INC		
JOSEPH G. CREWS, P.E.		
REPRESENTATIVE'S PRINTED NAME		
SIGNATURE		
Senior Project Manager/ Owner	07/28//20	
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	John A Hyde	
Jeff Littrell	Jeff HIGE, PURCHASING MANAGER	
WATER & SEWER DIRECTOR TITLE	07/31/2020 DATE	
07/30/2020	Faye Douglas Digitally signed by Faye Douglas Date: 2020.07.31 09:04:16-05'00'	
DATE	Faye Douglas OMB DIRECTOR (if applicable)	
	07.31.2020	
	DATE	
La la E. E. a. & a. & Districtive stormed by John Hofstad	TO WHY CAN	
John Hofstad Deter 2020 07 30 16:59:03 -09:00		
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Robert A. "Trey" Goodwin. III CHAIRMAN (if applicable) AUG 1 8 2020	
DATE	DATE	

Revised November 3, 2017

C18-2678-WS

Revision 1-TASK ORDER 10

This Task Order is issued under the Agreement for Consulting Services dated February 6, 2018, Between the County of Okaloosa County, Florida and Constantine Engineering, Inc., which is incorporated herein by this reference, concerning

Scope of Basic Services for Okaloosa County Water and Sewer System FY 2020 Sunshine State One-Call of Florida Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for providing Sunshine State One-Call of Florida (SSOCOF) subsurface utility locating services to the Okaloosa County Water and Sewer Department (COUNTY) for Fiscal Year 2020. Additional locating request were received beyond the estimated monthly amounts for the first 9 months of the current FY. This additional increase can be attributed to increase construction and development activities within the COUNTY. As a result, it is anticipated the current budget ceiling amount will be exceeded prior to completion of the 2020 based on historical locate request for the remaining months. This revision increases the budget ceiling to cover the estimated additional cost. 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 that are applicable to the Okaloosa County Water and Wastewater System Sunshine State One-Call of Florida Subsurface Utility Engineering Services Project (PROJECT), as requested by the COUNTY's representative. The services that the CONSULTANT agrees to furnish as part of this Task Order include, but are not limited to locating, verifying the location, ticket management, and line location services for responding to Sunshine State One-Call of Florida service location tickets for components of the COUNTY's water distribution and wastewater collection systems. Specific work tasks that may be authorized by the COUNTY's representative are presented below.

Task 1. Sunshine State One-Call of Florida Line Locate Management and Implementation

CONSULTANT shall assist the COUNTY to manage and perform the line location services required to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). Specifically, CONSULTANT shall perform the following services:

- 1.1. Attend meetings as requested by the COUNTY's representative to discuss and manage CONSULTANT's services, and other meetings requested by the COUNTY's representative.
- 1.2. CONSULTANT shall develop an Operating Plan that shall present the methods and procedures that CONSULTANT shall use to assist the COUNTY to manage and implement the Sunshine State One Call of Florida Line Locate Tickets. The Operating Plan will address the procedures that CONSULTANT will

use to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Okaloosa County Water and Sewer Department's Standard Operating Procedures (SOPs) for Utility Locates for Okaloosa County. CONSULTANT shall implement the operating procedures presented in the Operating Plan to locate buried water and sewer assets using GPR, other locating methods and equipment as appropriate, and information and data from existing COUNTY records. CONSULTANT shall verify the centerline location of buried water and sewer assets using metal probes and other methods in accordance with criteria established by the COUNTY. Verification by vacuum excavation shall be performed on a limited basis and will be considered an additional service not included in the standard line locating services.

1.3. CONSULTANT shall implement the computer tools and processes necessary to receive the One-Call tickets and transmit them to field crews. CONSULTANT will establish needed email services to facilitate receipt and delivery of tickets. CONSULTANT shall use the web-based positive response system to comply with the Sunshine State One-Call of Florida Requirements for confirming the status of tickets.

Task 2. Standard of Care

The Scope of Services included in this task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 3. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECT. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 4. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork. The CONSULTANT shall attend weekly progress meetings with the COUNTY at a location designated by the COUNTY to discuss project status, submittals, action work items, and other related matters. The CONSULTANT shall attend all other meetings as requested by the COUNTY for the completion of the work.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Article 2 of the Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project. The budget ceiling for this Task Order is \$500,000.00. This Revised Task Order increases the budget ceiling from \$500,000.00 to \$630,000.00, due to an increased demand in the projected utility locate request anticipated for FY 2020. CONSULTANT will coordinate with COUNTY representative to establish a final level of effort and adjust specific work tasks to develop a final budget breakdown.

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	Name: Joseph G. Crews PE, Sr. Project Manager
Jeff Littrell Control State of Control	signature date
signature date	Signature
Address:	Address:
1804 Lewis Turner, Blvd., Ste 100	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 43547	Fort Walton Beach, FL 32547
Telephone: 850-651-7171	Telephone: 850.244.5800



July 28, 2020

100502.10

Mr. Jeb Chessher Okaloosa County Water and Sewer System Suite 300, 1804 Lewis Turner Boulevard Fort Walton Beach, FL 32547

Subject:

Revision 1 to Task Order 10—FY 2020 Sunshine State One-Call of Florida (SSOCOF) Subsurface Utility Locating Services Project, Okaloosa County Water

and Sewer Department

As we discussed, enclosed for your approval and execution is Revision 1 to Task Order 10—FY 2020 Sunshine State One-Call of Florida (SSOCOF) Subsurface Utility Locating Services Project. The purpose of Revision 1 is to adjust the budget ceiling for the program to increase it by \$130,000. We have been tracking the costs for this project for several months and have noted on the status reports that there may be a short fall in the task order (TO) budget ceiling. Although an indication of positive construction activity, the number of tickets is higher so far in 2020 than in 2019. Based on the rate of spending for the remainder of the year we expect that we will need about \$130,000 in additional funding to finish the remainder of the fiscal year The revised budget ceiling for this project will be increased from \$500,000 to \$630,000.

Please call me at 850.244.5800 if you have any questions or comments.

Sincerely,

Constantine Engineering, Inc.

Joseph y. Centy

Joseph G. Crews, P.E.

Sr. Project Manager

Cc TCG FWB File

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2678-WS</u>	CONTRACT#: C18-2678-WS	
TASK ORDER #: 16	CONSTANTINE ENGINEERING, INC. MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2022	
task order amount: <u>\$93,700</u>		
OFFERED BY CONSULTANT:	-	
CONSTANTINE ENGINEERING, INC		
FIRM'S NAME		
JOSEPH G. CREWS, P.E.		
REPRESENTATIVE'S PRINTED NAME		
March & Cours	<u></u>	
SIGNATURE		
Senior Project Manager/ Owner	08/06/2020	
TITLE	DATE	
RECOMMENDED FOR APPROVAL (Department Director) Jeff Littre	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) • \$25,000 or less approved by Purchasing Managel • \$25,001 to \$50,000 approved by OMB Director • Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator • Jenescess of \$100,000 approved, by the Board. A Hyde Date: 2020,088.07 13.52:24-05'00'	
Jeff Littrell	Jeff Hyde, PURCHASING MANAGER	
WATER & SEWER DIRECTOR TITLE 08/07/2020	DATE Faye Douglas Douglas Douglas Douglas Douglas Douglas Douglas	
DATE	Faye Douglas OMB DIRECTOR (if applicable)	
. Digitally signed by John	DATE	
John Hofstad Date: 2020.08.10		
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Robert A. "Trey" Goodwin. III CHAIRMAN (if applicable)	
DATE	DATE	
Revised November 3, 2017		

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 CONSTANTINE ENGINEERING, 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 Tractor Supply Pump Station Project

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering design, permitting and construction services for the Tractor Supply Pump Station Project (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY). This Project will replace the existing Beal Pkwy PS, which is a "bucket type" station that has reached capacity and its useful life. Additionally, this station is located within a low area adjacent to Gap Creek and has very limited access. The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The Scope of Services authorized in this Task Order includes, but are not limited to the CONSULTANT to provide professional engineering design services to construct a new wastewater pumping station and to prepare construction drawings, bid phase services and construction phase services (CPS) 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. Evaluation Services
- 2. Engineering Design Services
- 3. Permitting Assistance
- 3. Geotechnical Engineering Services
- 5. Coordination with other Utilities and Agencies
- 6. Bid Phase Services
- 7. Construction Phase Services

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

Work Task 1. Evaluation Services

The specific engineering and technical services that CONSULTANT agrees to furnish to the COUNTY for the preparation of a hydraulic model to verify the current and future capacity of the existing force mains of the Beal Pkwy PS and West Sunset PS. These conveyance pipelines manifold into one common force main and discharges into the Clifford PS. The work proposed for the task is described below.

1.1 Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

1.2 Review Existing Information and Data

CONSULTANT shall collect and review pertinent information and data regarding the PROJECT and make this information and data available to the COUNTY. Information and data that may be reviewed include but is not limited to, the following:

- Existing hydraulic data, pump information and run times for both stations, including future flow needs.
- Existing and proposed plan and profile drawings, survey, topography, and utility location information.

1.3 Evaluation Work Tasks

The CONSULTANT shall perform the following evaluation tasks:

1.3.1 Condition Assessment

- 1.3.1.1 Field verify all pipe sizes and material coming into the existing Beal Pkwy PS.
- **1.3.1.2** Locate all existing air release valves and preform a condition assessment of the existing force main between Beal Pkwy and Clifford PS and to include West Sunset PS to the manifold.
- 1.3.1.2.1 Coordinate with Okaloosa County to perform coupon sampling cores at 4 locations.
- 1.3.1.3 Perform field soft dig verification of the manifold of the Beal Pkwy and West Sunset force mains and provide detail drawing of the manifold connection, including material, fittings, and valving. Scope will include making two (2) 24-inch square asphalt cuts and restoration repairs to confirm manifold tie-in location and valving.

1.3.2 Hydraulic Modeling

- **1.3.2.1** Consultant shall develop a system model for the proposed Tractor Supply Pump Station (TSPS) based the COUNTY's desire to keep the peak flow pressure below 100 psi in the new and existing force mains.
- **1.3.2.2** The model will utilize existing profile data, drawings drawing and surveys to determine pipe size, lengths, and gradient to create an overall model.
- 1.3.2.3 Scenarios will be run to verify the expected operational pressures and surges for the new TSPS as well as the existing West Sunset PS. Information will be developed for varies flow and operational conditions. Recommendation will be made to for check valve operations, combination air release valve location and sizes and pump hp and impeller upgrades for each pump.

Work Task 2. Engineering Design Services

The specific Engineering Design Services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

2.1 Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

2.2 Design Scope Work Tasks

The CONSULTANT shall perform engineering design services necessary to implement the recommendations identified by the COUNTY as to the preferred method for pumping the wastewater collected at the PROJECT site to the Clifford PS. The preliminary and final design services will include a new fiberglass wetwell; new non-clog submersible pumps; stainless discharge piping with above-ground valves; new motor controls and power supplies; new emergency diesel generator; and site accessibility. Procurement documents will be prepared for the COUNTY to facilitate the direct purchase of specific equipment (Equipment Only Bids).

It is understood the COUNTY will be constructing the recommended pump station facilities using its own forces and supplemented by subcontractors directly contracted by the COUNTY.

A separate construction contract solicitation along with technical documents and drawings will be developed by the CONSULTANT for the procurement of a Shoring/Dewatering Contractor

The specific scope of services that CONSULTANT shall provide in this work task is outlined below:

The specific scope of services that CONSULTANT shall provide in this work task is outlined below:

2.2.1 Conceptual Design (30%)

- 2.2.1.1 CONSULTANT will perform conceptual engineering design (30%) for the following:
 - Provide layout and constructability scenarios for a new submersible sewer pumping station, including, generator and site layout. The CONSULTANT shall utilize existing field surveys, wetland delineations and topographic data furnished by COUNTY for design of PROJECT.
 - Evaluate submersible non clog pumps and obtain recommended manufacture recommendation to meet average daily flow of conditions of a minimum 600 GPD and peak hour flow of 1000 GPD.
- **2.2.1.2** Schedule and conduct a 30% design meeting and field review with the COUNTY, including schematic site/civil and force main tie-ins and anticipated power requirements. The intent of this engineering phase is to finalize general constructability preferences in conjunction with the COUNTY'S installation and operation requirements to ensure a final design that is satisfactory to the COUNTY.

2.2.2 Preliminary Design (60%)

- 2.2.2.1 CONSULTANT will perform preliminary engineering design and prepare preliminary for the following:
 - New fiberglass reinforced polyester wetwell will be designed to accommodate the additional storage needed to meet recommended cycle times in accordance with the Hydraulic Institute for current and future influent flows.
 - Determine potential submersible non-clog pumps suppliers to meet the average daily flow of conditions and peak-hour flows. The design will be evaluated for a triplex system with a spare pump as a back-up / emergency operation with a portable generator.
 - New 6" discharge piping and isolation valves.
 - Evaluate and provide emergency generator sizes and manufactures.
 - Develop the preliminary site layout, including site grading, access driveway, and fencing.
 - This information will then be submitted to the COUNTY for formal review prior to the final design
 progress review meeting. The intent of this preliminary engineering phase is to develop the
 proper pumps and constructability in conjunction with the COUNTY'S installation and operation
 requirements to ensure a final design that is satisfactory to the COUNTY.
- 2.2.2.2 Schedule and conduct a preliminary design meeting and field review with the COUNTY, including preliminary site/civil and mechanical layout plan, pump curves, wetwell dimensional requirements, auxiliary power, and control logic.
- **2.2.2.3** Establish the temporary and permanent installation and operational concerns, as well as vertical installation constraints. Determine locations of air release and vacuum valves, power and dewater discharge (if applicable).
- 2.2.2.4 Identify and provide special details for pipe connections, pump installation, controls, and SCADA configuration.

2.2.3 Final Design (100%)

- 2.2.3.1 CONSULTANT will perform final engineering design and submit final contract documents to the COUNTY based on the design review comments from the preliminary design review meeting. The intent of the final engineering phase is to further refine the design of the project with respect to permeability, constructability, costs, and to and prepare the plans for the construction of the PROJECT by the COUNTY. CONSULTANT shall perform the following final engineering services.
- 2.2.3.2 Review and incorporate comments from the preliminary design review meeting.
- **2.2.3.3** Finalize design pump, wetwell, control, and building preferred manufactures. Complete final procurement bid proposal and alternative selections if applicable.
- **2.2.3.4** Finalize bill of materials and cost estimate for the COUNTY to assist with the purchase of the materials for the PROJECT. Final material list will be incorporated into design documents and verified with COUNTY prior to a final order being placed.
- **2.2.3.5** Submit Construction Ready plans and specifications to COUNTY for final construction and procurement.

Work Task 3. Permitting Assistance

The specific services that CONSULTANT shall provide include permitting tasks necessary to implement the PROJECT. The specific scope of services that CONSULTANT shall provide in this work task shall be based on the final design drawings and acceptance by the COUNTY, but generally shall include:

3.1 FDEP

- 3.1.1 CONSULTANT will prepare and complete permit applications and drawings as required by the FDEP a permitting process and submit it to the COUNTY for review. Following review by the COUNTY, CONSULTANT shall adjudicate any comments, prepare a final version of the report, sign, and seal it, and submit it to COUNTY for distribution.
- 3.1.2 The administrative cost of the FDEP wastewater permit application is not included in this Scope of Services.
- 3.1.3 It is expected the construction will require extensive dewatering during the excavation for the wetwell and a NOI for Construction Dewatering permit from FDEP will be required. This permit and fee will be required by the Shoring/Dewatering Contractor and will be included in the contract solicitation.

3.2 OKALOOSA COUNTY

- 3.2.1 Prepare electrical site and single line drawings along with product data information for obtaining an electrical permit for construction of the new service.
- 3.2.2 Submit the signed and sealed drawings to the Okaloosa County Growth Management Department on behalf of the COUNTY for execution of the electrical permit. The COUNTY will pay directly for all associated fees.

Work Task 4. Geotechnical Engineering Services

As authorized by the COUNTY's Representative, CONSULTANT shall contract with, or shall coordinate with COUNTY to contract with a licensed geotechnical engineering firm to perform a geotechnical investigation of the proposed sites. 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.

Work Task 5. Coordination with Other Utilities or Agencies

As authorized by the COUNTY's Representative, CONSULTANT shall coordinate with other utilities or agencies as required to design, permit, or construct the PROJECT. CONSULTANT shall incorporate information obtained during this task into the final design of the PROJECT.

Work Task 6. Bid Phase Services

The specific bid phase services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- **6.1** Provide one electronic and one original copy of the final Contract Documents for bidding. Additional copies of the final documents shall be provided at a cost to the COUNTY.
- **6.2** Prepare two (2) separate "Material Only" supply bid documents for each of the following items:
 - Bid Package No. 1- Pumps, Wetwell, and MCC & Control Panel.
 - Bid Package No. 2- Emergency Generator
- **6.3** Prepare one (1) separate construction contract bid package for the following item:
 - Shoring and Dewatering Services
- 6.4 Attend a pre-bid conference with the COUNTY, interested bidders, and others, as necessary.
- **6.5** Assist the COUNTY by providing technical consultation during bidding, by preparing addenda, and in evaluating and recommending the award of the Contract.
- 6.6 CONSULTANT shall assist COUNTY with final construction contracts or purchase orders.

Work Task 7. Construction Phase Services (CPS)

The specific CPS Services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- 7.1 CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.
- **7.2** Attend a Pre-construction Conference with the COUNTY, the CONSULTANT, the CONTRACTOR/SUPPLIER, and other appropriate parties.
- **7.3** Meet with representatives of the COUNTY, the CONSULTANT, the CONTRACTOR/SUPPLIER, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction or operation activities of the project.
- 7.4 Consult and advise COUNTY during construction and provide technical interpretations of the drawings, specifications, and Contract Documents.
- **7.5** Evaluate CONTRACTOR/SUPPLIER-requested deviations from the approved design or specifications of the project and submit a recommendation to the COUNTY, and otherwise assist the COUNTY in the evaluation of the cost of necessary contract change orders related to the project.
- **7.6** Check time extension requests by the CONTRACTOR/SUPPLIER and make recommendations to the COUNTY regarding same.
- 7.7 Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the CONTRACTOR/SUPPLIER is required to submit. The CONSULTANT shall review these data for general conformance with the design concept of the project and for general

compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the CONTRACTOR/SUPPLIER of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.

- **7.8** 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.
- **7.9** Review and recommend to the COUNTY the amounts of payments due to the CONTRACTOR/SUPPLIER as set forth in the construction or supply contract.
- **7.10** Make a final review of the construction to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
- 7.11 Assist the COUNTY in checking and starting up installed equipment.
- 7.12 Prepare as-built drawings and deliver the same within a reasonable time to the COUNTY.
- 7.13 Review and approve final manufacture's Equipment Operations Manual for the.
- **7.14** Provide on-site representative personnel to assist in the COUNTY's relations with the CONTRACTOR/SUPPLIER as requested.
- **7.15** Provide limited periodic observation of the work, and as necessary, provide such reports as reasonably may be requested by the COUNTY.
- 7.16 Keep records, maps, and plans for the preparation of record drawings of the project.
- 7.17 Provide assistance to the COUNTY in claims management.

Additional Services

The following services are not included as part of this scope of services and would be performed only as authorized by the COUNTY. Authorization to proceed would be in the form of a revision to this scope of services.

- Design services for upgrades or modification to other contributing pumping stations or gravity conveyance system.
- Additional asphalt cuts or restoration necessary to visually identify all fittings associated with the Beal Pkwy and West Sunset Manifold.
- · Dewatering installation beyond soft dig equipment capabilities
- Site survey, topography, or project staking.
- Permit cost associated with identified permit activities.
- Provide additional services in connection with the rejection of bids and re-bidding of construction projects when such actions are for causes beyond Consultant's control.
- Provide full-time RO services
- Provide services that are outside the Construction Phase Services for additional work resulting from
 prolonged delinquency or insolvency of the CONTRACTOR; or as a result of damage to the
 construction of the project caused by fire, flood, earthquake, or other acts of God, all exclusive of
 additional work resulting from litigation.
- Prepare an Operations and Maintenance (O&M) Manual for the project to assist the OWNER with the daily operation and maintenance of all of the equipment provided at the PS.

Article C. Compensation Provisions:

As compensation for providing the services described in this Task Order, CLIENT shall pay CONSULTANT in accordance with Section 5 of the February 6, 2018, Agreement.

The Total Budget Ceiling for this Task Order is \$93,700.00. 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	Work Task Cost Amounts	Compensation Method
1. Evalu	ation Services	\$7,500	Lump Sum
2. Engin	eering Design Services	\$ 33,600	Lump Sum
	tting Assistance	\$ 1,800	Lump Sum
	chnical Engineering Services	\$ 1,200	Lump Sum
	lination with other Utilities and Agencies	\$ 750	Lump Sum
	hase Service	\$ 14,500	Lump Sum
	ruction Phase Services	\$ 34,350	Lump Sum
	Total Overall Budget Ceiling	\$93,700.00	

CONSULTANT will keep CLIENT informed of progress so that the Total Overall Budget Ceiling and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated Total Overall Budget Ceiling, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. The Scope and Total Overall Budget Ceiling for this Task Order can be increased with an Authorized Revision to this Task Order when executed by both parties. When any amount has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such been incurred after the approved increase.

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 Full Execution by the COUNTY September 30, 2022

Article E. Authorized Representatives:

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

For CLIENT	For CONSULTANT
Name: Jeff Littrell, Director	Name: Joseph G. Crews, PE, Sr. Project Manager
Jeff Littrell08/07/2020	March 7. Cen 08/06/20
signature date	signature date
Address:	Address:
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547
Telephone: 850-651-7172	Telephone: 850.244.5800



CONTRACT/LEASE RENEWAL FORM

Date: July 21, 2020 Company: Constantine Engineering, In Attn: Joseph G. Crews Address: 1988 Lewis Turner Blvd., Uni City, St, Zip: Fort Walton Beach, FL 325 RE: Master Service Agreement - Eng.	MASTER SERVICE AGREEMENT ENGINEERING CONSULANT SVS t3 EXPIRES: 09/30/2022		
Dear Mr. Crews,			
The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C18-2678-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: Constantine Engineering, Inc.		
Date: Dotate: Dohn Digitally signed by John Holland Digitally signed by John	Approved By: Joseph G. Crews		
Approved by:	_ Title: Vice President		
(as prescribed below on tem 1)			
Robert A. "Trey" Goodwin 111, C Date: AUG 0 4 2020	hairman Dote: June 8, 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 Constantine Engineering, Inc. ____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215,473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287,135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE:	June 8, 2020	SIGNATURE: Maple H. June
COMPANY:	Constantine Engineering, Inc.	NAME: Joseph G. Crews (Typed or Printed)
ADDRESS:	1988 Lewis Turner Blvd. Unit 3	TITLE: Vice President
	Fort Walton Beach, FL. 32547	E-MAIL: jcrews@tcgeng.com
PHONE NO.:	850-244-5800	

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

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

Contract/Lease Control #: C18-2678-WS

Procurement#:

RFQ WS 69-17

Contract/Lease Type:

<u>CONTRACT</u>

Award To/Lessee:

CONSTANTINE ENGINEERING, INC.

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

02/06/2018

Expiration Date:

09/30/2020 W/1 2 YR RENEWALS

Description of

Contract/Lease:

MASTER SERVICE AGREEMENT-ENGINEERING CONSULTANT

<u>SVS</u>

Department:

_WS

Department Monitor:

LITTRELL

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

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2678-WS CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC. TASK ORDER #: 13- Revision 01 MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2020 W/1 2 YR RENEWAL TASK ORDER AMOUNT: \$24,000.00 \$40,000.00 OFFERED BY CONSULTANT: CONSTANTINE ENGINEERING, INC FIRM'S NAME JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME 7/07/20 Senior Project Manager/ Owner RECOMMENDED FOR APPROVAL APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) (Department Director) \$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. Digitally signed by Jeffrey Jeffrey A. Jeff Littrell A. Hyde Date: 2020.07.10 12:09:10 -05'00' Hyde Jeff Hyde, PURCHASING MANAGER Jeff Littrell **WATER & SEWER DIRECTOR** DATE TITLE Digitally signed by Faye Faye Douglas Date: 2020.07.10 07/08/2020 Douglas 14:31:34 -05'00' Faye Douglas DATE OMB DIRECTOR (if applicable) DATE Trey Goodwin John Hofstad CHAIRMAN (if applicable) COUNTY ADMINISTRATOR (if applicable) DATE DATE

Revised November 3, 2017

C18-2678-WS

Revision 1 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 CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2020 General Instrumentation and Control Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with general instrumentation and control system assistance for Okaloosa County Water and Sewer (CLIENT). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general instrumentation and control system services that CONSULTANT agrees to furnish include, but are not limited to, evaluation, analysis, programming of the CLIENT's instrumentation and control system components and integration of instrumentation and control signals into the CLIENT's supervisory control and data acquisition (SCADA) system. This shall include field work and engineering services as requested by CLIENT 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.
- Programming of the CLIENT supplied control panels and/or programmable logic controllers. This shall include:
 - o Development of the standard pump station control applications.
 - Configuration of the operator interfaces to display the station data and alarm conditions
 - o Configuration and testing of the controller network interfaces
 - Configuration of the HMI located at the central office
- Development of the Wonderware HMI graphics. The graphics developed for the station shall utilize the existing standards developed for the lift station sites.
- Field coordination with the electrical staff regarding the interconnection between the control panel and the field mounted devices.
- Review and configuration of the variable frequency drive parameters as applicable to the station operation.
- Adjustment of the field instrumentation parameters and setting as required

- Generation of the control system documentation
- Field testing, verification, and Start-Up Services not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the CLIENT.
- Performing field investigations and construction observation not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the Article 2 of the 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. This Revised Task Order increases the budget ceiling from \$24,000.00 to \$40,000.00, due to several specific additional needs related to general instrumentation and control assistance planned during the remainder of Fiscal Year 2020.

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 01, 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: Joseph G. Crews, PE, Sr. Proje	ct Manager
	07/15/2020	March & Cent	7/07/20
signature	date	signature	date
Address:		Address:	
1804 Lewis Turner, Blvd., Ste 300		1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547		Fort Walton Beach, FL 32547	
Telephone : 850-651-7172		Telephone: 850.244.5800	

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2678-WS	OONTDACT# 040 2070 \A/O	
TASK ORDER #: 11	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC.	
TASK ORDER AMOUNT: \$500,000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2020 W/2 1 YR RENEWALS	
OFFERED BY CONSULTANT:		
CONSTANTINE ENGINEERING, INC FIRM'S NAME		
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME SIGNATURE		
Senior Project Manager/ Owner	09/10/19	
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 	
Jeff Littrell WATER & SEWER DIRECTOR TITLE	In excess of \$100,000 approved by the Board. Jeff Hydel, PURCHASING MANAGER 09 18 2019 DATE	
9/17/2019 DATE	Faye Douglas OMB DIRECTOR (if applicable)	
John Hofstad COUNTY ADMINISTRATOR (if applicable)	DATE Charles K. Windes, Jr. CHAIRMAN (if applicable)	
9/20/19	OCT 0 1 2019	
DATE	DATE	

C18-2678-WS

TASK ORDER 11

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services for Okaloosa County Water and Sewer System Subsurface Utility Engineering Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for providing subsurface utility engineering (SUE) services to 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 CONSULTANT agrees to furnish general professional engineering and technical services that are applicable to the Okaloosa County Water and Wastewater System Subsurface Utility Engineering Services Project (PROJECT), as requested by the COUNTY's representative. The services that the CONSULTANT agrees to furnish as part of this Task Order include, but are not limited to locating, verifying the location, installing permanent markers, and acquiring data for components of the COUNTY's water distribution and wastewater collection systems. Combining all historical data and mapped utility data to create a single uniform map system of the COUNTY's entire water and sewer utility infrastructure. Specific work tasks that may be authorized by the COUNTY's representative are presented below.

Task 1. Water and Sewer Asset Subsurface Utility Engineering Services

CONSULTANT shall perform Quality Level A or B subsurface utility location verification services in accordance with the American Society of Civil Engineering (ASCE) Standard 38-02 entitled Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). These services shall be performed for the PROJECT based on criteria developed with the COUNTY. CONSULTANT shall identify, interpret, verify, and field-mark buried water and sewer pressure pipelines and valves (assets) using ground penetrating radar (GPR), vacuum excavation, global positioning system equipment (GPS), and existing information and data available from the COUNTY. Specifically, CONSULTANT shall perform the following services:

- 1.1 Attend meetings as requested by the COUNTY's representative to identify the proposed work areas and to review existing drawings, plans, and other information and data provided by the COUNTY of the proposed work to evaluate the locations of buried water and sewer assets.
- 1.2 Initiate a Florida One-Call Ticket for the proposed work areas in a timely manner and in accordance with State of Florida Regulations.

- 1.3 Identify the location of buried water and sewer assets in the proposed work areas using ground penetrating radar (GPR)
- 1.4 Verify the centerline location and depth of selected buried water and sewer assets using metal probes and vacuum excavation equipment as appropriate and in accordance with criteria established by the COUNTY. A description of these two methods is presented below.

1.4.1 Metal Probes

CONSULTANT shall use a metal probe to verify the location and depth below the ground surface of the centerline of select buried pipelines. If the ground is too dense to probe the pipe, a high pressure water jet or vacuum excavation may be used to verify the location of the buried pipeline.

1.4.2 Vacuum Excavation

CONSULTANT shall use a vacuum excavator to excavate select buried pipelines. These pipelines shall be excavated to verify the location of the pipeline and to collect specific information about the buried pipeline, including the diameter of the pipeline, the pipeline material, and as requested by the COUNTY, the depth below the ground surface.

1.5 Install permanent markers that the COUNTY can use to locate buried assets in the future. The protocol that CONSULTANT shall use to identify and mark the location of buried assets is presented below.

1.5.1 Buried Pipes Under Asphalt or Concrete

Buried assets located under asphalt of concrete shall be marked with a blue or green paint stripe. CONSULTANT shall not perform subsurface verification activities. If requested by the COUNTY, install a permanent marker to identify the location of the buried asset by installing an 8- or 12-inch long galvanized spike (nail) with a 5/8-inch galvanized washer.

1.5.2 Buried Pipes Under Sand or Grass

Buried assets located under sand or vegetation (grass, weeds, sod, etc.) shall be marked using either a blue or green paint strip. CONSULTANT shall verify the location of the buried asset using a metal probe or vacuum excavation.

1.5.3 Buried Valves

Water valves buried under asphalt or concrete shall be marked with blue paint.

- 1.6 CONSULTANT shall identify the spatial location (Northing and Easting) of buried water and sewer assets using real-time corrected (Omni-Star) sub-meter GPS equipment. Location information shall be stored in a digital storage device that is capable of uploading the information into the COUNTY's geographic information system (GIS).
- 1.7 CONSULTANT shall collect information and data about buried water and sewer assets using digital storage equipment and pipeline diameter measuring tools. Specific information and data that shall be collected will be in accordance with the established GIS data storage protocol. Some information and data listed in the Data Dictionary are not available from field investigations and will not be collected. The data collected in this task shall be stored using a digital storage device that can be uploaded into the COUNTY's GIS system. COUNTY supplied software may be required to fully convert the data into files for final conversion in the COUNTY's GIS.

Task 2. GIS Inventory Mapping

CONSULTANT will collect information and data including horizontal data, component locations (x, y coordinates) for fire hydrants, master water meters, water service meters, water storage tanks, water wells, valves, and other appurtenances, pressure sewer air-relief valves, valves and other sewer appurtenances requested by the COUNTY's representative. Specifically, CONSULTANT shall perform the following services:

2.1 CONSULTANT will perform a geospatial mapping survey and inventory of water and sewer assets in the proposed work areas identified by the COUNTY's representative. This activity includes physically locating the specific components of the water and sewer systems and recording their horizontal locations using a real-time corrected (Omni-Star), sub meter GPS equipment. The components of the water system to be inspected and located using GPS include fire hydrants, master water meters, water service meters, water storage tanks, water wells, and valves and the unknowns indicated in the existing COUNTY GIS database.

Task 3. Geodatabase Feature Dataset Merger

CONSULTANT will complete combining all historical data and mapped utility data to create a single uniform map system of the COUNTY's entire water and sewer utility infrastructure. The following services will be included with this task:

- 3.1 Perform a street-by-street analysis of current data and edit the data to more accurately represent OCWS assets based on information obtained through AutoCAD, GPS data collection, historical documentation (as-builts, construction plans, etc.) and CONSULTANT's experience in performing SSOCOF and mapping services for OCWS.
- 3.2 Perform a review and edit, if necessary, on the output feature water and wastewater dataset schema to insure adherence to OCWS GIS standards for attribute domains and coded values.
- 3.3 Work with Okaloosa County Information Systems (OCIS) to ensure database integrity and adherence to COUNTY's adopted Standard Operation Procedures (SOP)
- 3.4 During the analysis, assign a code to each feature based on its data source. This code will be used to determine the accuracy level of the corresponding feature. Concurrently, review as-built information and assign the most relevant scanned documents, if any, to the feature.
- 3.5 Upon completion of feature layer edits, perform geoprocessing on the Existing and Historical layers to produce a single feature layer for each asset class.
- 3.6 QA/QC data for accuracy and remove inaccurate data in coordination with the COUNTY's designated representative.
- 3.7 Identify areas of concern for future data acquisition.
- 3.8 Provide the final output to OCWS GIS personnel for review and incorporation into the database.

Task 4. Manhole Mapping

CONSULTANT will perform general manhole mapping and collect information and data including horizontal data, component locations for sewer manhole rim elevations and manual tape reading of line inverts at manhole and lift station junctions. Specifically, CONSULTANT shall perform the following services:

- 4.1 CONSULTANT will take digital photographs of each manhole using a specialized camera extension, "camera on a stick." This information will be used to provide pipe types, pipe diameter and flow directions. In addition, observations will be made to determine if any opposite flow or flat grade sewers are present.
- 4.2 CONSULTANT will perform data collection using GPS and differential correction against available Continuously Operating Reference Stations (CORS) to achieve sub-meter horizontal accuracy.
- 4.3 CONSULTANT will convert GPS data to feature class, attach a scanned image of the inspection sheet to the feature, and provide OCWS GIS with the feature class for inclusion in the OCWS database.
- 4.4 No manholes will be physically entered by field inspection personnel.
- 4.5 Manhole in-flowing and out-flowing pipe elevations will be manually obtained and measuring from the manhole rim elevation using a tape measure with 0.1 feet accuracy. A manhole diagram will be prepared showing all pipe entrance, sizes, depths and their respective angles from noted reference mark on rim.

Task 5. Standard of Care

The Scope of Services included in this task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 6. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECT. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 7. Public Notification

The CONSULTANT shall notify residents and owners of commercial property about facility survey sites located on private property and in easements. Notification shall be made by submitting a flyer to the affected locations that describes the proposed work and duration. The CONSULTANT shall inform residents and the COUNTY when access will be required to manholes on private property and what equipment will be necessary to perform the survey. A flyer with a description of the work to be performed shall be given to the resident prior to accessing the property. CONSULTANT shall attempt to meet with the resident/property owner to get permission for access to the property, and will notify the COUNTY on a weekly basis when access to a property is denied or contact could not be made.

Task 8. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork. The CONSULTANT shall attend weekly progress meetings with the COUNTY at a location designated by the COUNTY to discuss project status, submittals, action work items, and other related matters. The CONSULTANT shall only perform work as directed by the COUNTY under this task. Attendance to all other meetings shall be on an as needed basis and as requested by the COUNTY.

Task 9. Deliverables

CONSULTANT shall document the information and data collected for the buried water and sewer assets and shall record the information and data daily using digital equipment and an electronic data base that is

compatible with the COUNTY's GIS data base. CONSULTANT shall coordinate with the COUNTY to upload the information and data collected into the COUNTY's GIS data base regularly. CONSULTANT shall make available to the COUNTY electronic in-progress working versions of the database and maps when requested by the COUNTY. The data base shall be provided in electronic form using the Trimble Utility Center data base format.

Article C. Compensation Provisions:

The budget ceiling for this Task Order is \$500,000.00 and is to be paid as a lump sum amount. The CONSULTANT shall invoice the COUNTY based on a percentage of the completed services outlined in this task order and the production schedule presented below. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. 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 shall be delivered. Payment for services shall be retroactive to the commencement of FY 2020, which is also the effective date of referenced contract.

PRODUCTION SCHEDULE- TO BE COMPLETED BY SEPTEMBER 30, 2021

SCOPE	SERVICE AREA
Data Collection and Merging Operations	Garniers East - East of James Lee Rd, South of Racetrack Rd
Data Collection and Merging Operations	Garniers West – West of James Lee Rd, S of Racetrack Rd, East of Beal Pkwy
Data Collection and Merging Operations	Garniers South-South of Hurlburt Rd, West of Beal Pkwy
Manhole Inspections Services (General)	OCWS Service Area (estimated @ 3000 manholes)

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, 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 CLIENT		For CONSULTANT	
Name: Jeff Littrell, Director		Name: Joseph G. Crews PE, Sr. Proj	ect Manager
Jeff Littrell signature	9 17 2019 date	signature Assert H. Cucu	09/10/19 date
Address:		Address:	
1804 Lewis Turner, Blvd., Ste 100		1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 43547		Fort Walton Beach, FL 32547	
Telephone: 850-651-7171		Telephone: 850.244.5800	

TASK ORDER APPROVAL FORM

CONTRACT #: C18-2678-WS	
TASK ORDER #: 10	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC.
TASK ORDER AMOUNT: \$500,000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	EXPIRES. 09/30/2020 W/Z T TRIVELY (CO
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME	
Joseph M. Cun	
SIGNATURE	
Senior Project Manager/ Owner	8/27/19
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 O9 12 2019 DATE
9 9 2019 DATE	Faye Douglas OMB DIRECTOR (if applicable)
John Hofstad COUNTY ADMINISTRATOR (if applicable) Ale/19 DATE	Charles K. Windes, Jr. CHAIRMAN (if applicable) OCT 0 1 2019

Revised November 3, 2017

C18-2678-WS

TASK ORDER 10

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services for Okaloosa County Water and Sewer System FY 2020 Sunshine State One-Call of Florida Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for providing Sunshine State One-Call of Florida (SSOCOF) subsurface utility locating services to the Okaloosa County Water and Sewer Department (COUNTY) for Fiscal Year 2020. 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 that are applicable to the Okaloosa County Water and Wastewater System Sunshine State One-Call of Florida Subsurface Utility Engineering Services Project (PROJECT), as requested by the COUNTY's representative. The services that the CONSULTANT agrees to furnish as part of this Task Order include, but are not limited to locating, verifying the location, ticket management, and line location services for responding to Sunshine State One-Call of Florida service location tickets for components of the COUNTY's water distribution and wastewater collection systems. Specific work tasks that may be authorized by the COUNTY's representative are presented below.

Task 1. Sunshine State One-Call of Florida Line Locate Management and Implementation

CONSULTANT shall assist the COUNTY to manage and perform the line location services required to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). Specifically, CONSULTANT shall perform the following services:

- 1.1. Attend meetings as requested by the COUNTY's representative to discuss and manage CONSULTANT's services, and other meetings requested by the COUNTY's representative.
- 1.2. CONSULTANT shall develop an Operating Plan that shall present the methods and procedures that CONSULTANT shall use to assist the COUNTY to manage and implement the Sunshine State One Call of Florida Line Locate Tickets. The Operating Plan will address the procedures that CONSULTANT will use to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Okaloosa County Water and Sewer Department's Standard Operating Procedures (SOPs) for Utility Locates for Okaloosa County.

- 1.3. CONSULTANT shall implement the operating procedures presented in the Operating Plan to locate buried water and sewer assets using GPR, other locating methods and equipment as appropriate, and information and data from existing COUNTY records. CONSULTANT shall verify the centerline location of buried water and sewer assets using metal probes and other methods in accordance with criteria established by the COUNTY. Verification by vacuum excavation shall be performed on a limited basis and will be considered an additional service not included in the standard line locating services.
- 1.4. CONSULTANT shall implement the computer tools and processes necessary to receive the One-Call tickets and transmit them to field crews. CONSULTANT will establish needed email services to facilitate receipt and delivery of tickets. CONSULTANT shall use the web-based positive response system to comply with the Sunshine State One-Call of Florida Requirements for confirming the status of tickets.

Task 2. Standard of Care

The Scope of Services included in this task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 3. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECT. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 4. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork. The CONSULTANT shall attend weekly progress meetings with the COUNTY at a location designated by the COUNTY to discuss project status, submittals, action work items, and other related matters. The CONSULTANT shall attend all other meetings as requested by the COUNTY for the completion of the work.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Article 2 of the Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project. The budget ceiling for this Task Order is \$500,000.00. CONSULTANT will coordinate with COUNTY representative to establish a final level of effort and adjust specific work tasks to develop a final budget breakdown.

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	Name: Joseph G. Crews PE, Sr. Project Manager
Jeff Littall 9/9/3	
signature dat	signatule date
Address:	Address:
1804 Lewis Turner, Blvd., Ste 100	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 43547	Fort Walton Beach, FL 32547
Telephone: 850-651-7171	Telephone: 850.244.5800

Attachment A

Constantine Engineering, Inc. (TCG)

STANDARD OPERATING PROCEDURES Subsurface Utility Locates for Okaloosa County Water and Sewer

TCG SUE Crews will perform their services in accordance with the requirements of the Sunshine State One Call of Florida (SSOCOF), as well as the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, the American Society of Civil Engineering (ASCE) standard 38-02 entitled Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, and TCG's Standard Operating Procedures (SOPs) for Utility Locates for Okaloosa County. Copies of these documents are attached.

Guidelines for Marking Underground Facilities:

When responding to a ticket, insure a copy of the SSOCOF Excavators Guide is present (either on your person or inside vehicle). It is the responsibility of the TCG Subsurface Utility Engineering (SUE) crews to become well versed with the law and SOP's regarding Underground Damage Prevention. The crews will conduct themselves in a professional manner at all times. We not only represent TCG, but we represent the Okaloosa County Water & Sewer Department and any other entity that employs our services. For TCG to have long-term relationship with our customers, much depends on our ability to provide a quality service that is equal to or greater than our customer's expectations.

In general, TCG's approach to locating buried assets is to use GPR to locate buried assets. Our procedures include:

- Review all existing drawings to identify possible utility locations.
- Visually Inspect manholes, junction boxes, valves, hydrants, and other assets to establish
 possible pipe diameters, depths, and the general direction that utilities are heading.
- Use of Electro Magnetic methods to locate and trace metallic/conductive utilities and other unknown obstructions.
- Use of Ground Penetrating Radar to scan the area for non-conductive utilities and other unknown obstructions.
- Perform utility verification using metal probes and post-hole diggers. Under limited circumstances vacuum excavation or hydro-vacuum excavation to verify utility locations and determine the exact depth, size, and material type of a utility may be required.

Procedures for Responding to a Ticket:

- 1. After receiving the ticket by e-mail or hard copy (paper), you will complete the ticket within two business days.
- 2. If the site cannot be located within the timeframe allotted, contact contractor to inform them of the circumstances and code the ticket appropriately. For example:
 - Work load does not permit you to complete the ticket in the allotted time.
 - b) Debris, trees, vehicles etc. are in the way.

1

- 3. Emergency work location requests are given top priority. The responsible crew will mark the facilities as soon as it is practical to do so.
- 4. The facilities will be marked with appropriate color-coded paint and flags (as per Chapter 556 of the Florida Statues).
- 5. Utilities identified to be located in the SSOCOF ticket will be marked within the 24-inch tolerance zone. The utilities will be marked with paint and flags at no more than a 25-foot spacing, except when closer marking is needed (i.e. Tee, 45°, 90°, valves, etc.) or if the contractor requests a longer distance.
- 6. Potable water and reclaim water services ¾" and 1" will be marked by line of sight unless they specifically supply a hair salon, doctor's office or restaurant. These will need to be visually verified.
- 7. Sewer services will be located by using as-built drawings unless as-built drawings are not available. If the drawings are not available, the SUE Crew will make every effort to locate them with the GPR unit. If they cannot be located using the GPR, contact the Okaloosa County Sewer Maintenance Foreman. Document on your ticket (on the second line) that you requested assistance from the sewer maintenance crew and to whom you talked. If both of the above mentioned are unavailable, call the Maintenance Supervisor.
- 8. Sewer mains (Gravity Flow) will be marked by line of sight using manholes and marked with flags and paint.
- 9. Water mains, force mains and reclaim water mains will be verified at the start, the middle and the end of the boundary of the locate ticket. In general, the SUE Crew should verify the location of the utility at approximately 500-foot intervals. However, the SUE Crews will use their discretion to determine the frequency and location for utility verification. At areas where the SUE Crew can not reasonably verify the location of the utility using the normal verification frequency or the standard verification equipment provided in each SUE Crew should contact the SUE Supervisor to evaluate the need to perform vacuum excavation to verify the location of the utility or to increase the frequency of the verifications.
- 10. Standard verification equipment (probes and post-hole diggers) shall not be used to verify the location of known utilities in congested areas with gas, communication, or power utilities, transited water lines, or 2-inch diameter PVC pipes.
- 11. Critical areas include sewer force mains, major intersections, supply lines to Okaloosa Island, problem excavators, etc. At these areas, the SUE Crew shall take pictures for the record.
- 12. Non-permanent paint is to be used on lawns. Permanent paint is to be used on asphalt. Do not spray paint on cement or decorative stone driveways.
- 13. SUE Crews shall carry all trash and empty paint cans to the office for disposal.
- 14. All completed tickets will be properly coded per the Positive Response Codes attached hereto.

Color Codes and Abbreviated Markings:

Water Blue	W – Water	WV - Water Valve
Sewer – Green	S - Sewer	SV – Sewer Valve
Reclaim – Purple	RC - Reclaim	RV – Reclaim Valve

Standard Working Hours:

- 1. Normal working hours are from 7:00 a.m. 4:00 p.m.
- 2. The crew's place of business is your area of operation unless otherwise notified by your supervisor. If you have no assigned tickets for your service area, call your supervisor within a reasonable length of time to receive further guidance.
- 3. The crews might have to work overtime as needed; however, all overtime must be approved through your supervisor.
- 4. Crews will have a one-hour lunch period, which will be taken at the crew's discretion. If you have outstanding tickets within your service area and you are not within 10 minutes of the office, take your lunch in the field, or complete the assigned ticket and then take lunch.

Footnote:

The task of locating Okaloosa County Water and Sewer utilities is extremely important. You are protecting Okaloosa County Water and Sewer Department's assets, as well as the health of the public and the environment. This is why we must use all resources that are now available to locate our utilities in an accurate and timely manner. The crews are a team- a very important team that must work together to get this important job done.

CONTRACT #: C18-2678-WS

Revised November 3, 2017

TASK ORDER #: 15	CONTRACT#: C18-2678-WS CONSTANTINE ENGINERRING, INC. MASTER SERVICE ENG AGREEMENT
TASK ORDER AMOUNT: \$28,000.00	EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E.	
REPRESENTATIVE'S PRINTED NAME	
Moseph A. Crem	
SIGNATURE \	
Senior Project Manager/ Owner	9/24/19
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	Jeff Hyde, PURCHASING MANAGER 09 26 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

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 CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services to Provide Professional Engineering Consulting Services for the Bob Sikes WRF Surface Water and Biological Monitoring Project FY 2020

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering consulting services for the Bob Sikes WRF Surface Water and Biological Monitoring Project (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY).

Requirements contained in the Florida Department of Environmental Protection (FDEP) operating permit for the Bob Sikes WRF (FLA010181), require surface water and biological monitoring down-gradient of the effluent disposal site within adjacent or nearby waterways. Quarterly water quality and biennial SCI monitoring are required through the expiration date of the current permit. This Task Order provides authorization to continue the scheduled monitoring for the 2020 fiscal year, ending September 30, 2020. The activities that are included in this task order are described in "Article B. Scope of Services."

Article B. Scope of Services:

The CONSULTANT agrees to furnish general professional engineering and technical services required to perform surface water and biological monitoring, sampling and analysis, at the following locations:

 At one (1), previously designated location within an adjacent or nearby waterway down-gradient of the subsurface ex-filtration system at Bob Sikes WRF.

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. Water Quality and Biological Monitoring
- 2. Preparing Quarterly Reports
- 3. Permitting Assistance
- 4. Project Management and Meetings

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

Work Task 1. Water Quality and Biological Monitoring

Water Quality Monitoring

CONSULTANT will conduct four (4) quarterly water quality monitoring events at each of the previously designated surface water sites. Samples will be analyzed for pH, specific conductance, temperature, dissolved

oxygen, total nitrate-nitrogen, total nitrogen, total phosphorus, ortho-phosphate and stream condition index as required by the permit. To ensure QA/QC, CONSULTANT will conduct one (1) field blank and one (1) field duplicate per quarterly event for each facility. Any additional parameters will be considered outside this scope of services. CONSULTANT will provide a summary report to the COUNTY within ninety (90) days of each sampling event.

Biological Monitoring

A stream condition index (SCI) is required every even year (2020, 2022, etc.) for the Bob Sikes WRF. Under this Task Order, an SCI will be performed for this location.

Work Task 2. Quarterly Reports

Upon receipt of the quarterly field and laboratory data collected under Work Task 1 CONSULTANT shall review quarterly data and provide technical analysis summary. The summary will present a general analysis of the data with respect to current and proposed State Water Quality Standards.

Work Task 3. Permitting Assistance

The specific services that CONSULTANT shall provide include permitting tasks necessary to coordinate and meet with representatives of the COUNTY and FDEP regarding the WRF Permit with respect to the results of the sampling and analysis performed in Work Tasks 1 and 2. The specific scope of services that CONSULTANT shall provide in this work task shall be developed following the completion of Work Tasks 1 and acceptance of the quarterly reports by the COUNTY, but generally shall include:

- CONSULTANT shall meet with FDEP representatives to discuss the PROJECT and the proposed permitting activities and requirements.
- CONSULTANT shall prepare and complete submittals associated with this scope of work, as may be
 required by the FDEP permitting process, and submit it to the COUNTY for review. Following review by
 the COUNTY, CONSULTANT shall adjudicate any comments, prepare a final version of the report, and
 submit it to COUNTY.

Work Task 4. Project Management and Meetings

CONSULTANT shall provide and perform general professional engineering 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 general engineering assistance, consultation, and opinions regarding the PROJECT.
- Respond to general questions on engineering matters as requested by COUNTY's designated representative.
- Prepare subcontracts with Subconsultants to perform the field work required under Work Task 1.
 CONSULTANT shall also coordinate the Subconsultant activities to ensure compliance with the COUNTY's wastewater permit.
- Perform general administrative project tasks associated with the management of the project.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with Article 2 of the 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 \$28,000.00.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, final project conditions, schedule, and other variables.

CONSULTANT shall keep COUNTY informed of progress. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling. Payment for services shall be retroactive to the commencement of FY 2020, which is also the effective date of referenced contract.

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: Joseph G. Crews, PE, Sr. Project Manag
Jy Littel 9/29	9/24/19
signature da	e signature date
Address:	Address:
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547
Telephone: 850-651-7172	Telephone: 850.244.5800

TASK ORDER #: 14 TASK ORDER AMOUNT: \$45,000.00	CONTRACT#: C18-2678-WS CONSTANTINE ENGINERRING, INC. MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2020 W/2 1 YR RENEWALS	
OFFERED BY CONSULTANT:		
CONSTANTINE ENGINEERING, INC		
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME		
SIGNATURE		
Senior Project Manager/ Owner TITLE	9/24/19 DATE	
RECOMMENDED FOR APPROVAL (Department Director) 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 DATE	
DATE John Hofstad	Faye Douglas OMB DIRECTOR (if applicable) O9 · 26 · 19 DATE Charles K. Windes, Jr.	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	

CONTRACT #: C18-2678-WS

C18-2678-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 CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2020 Professional Permitting Assistance Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide professional permitting assistance 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, performance of analyses of wastewater, groundwater, etc. that is collected and tested by COUNTY staff, preparation of periodic reports (except the Discharge Monitoring Reports (DMRs), inspection of facilities, preparation of applications for minor revisions to the existing wastewater permits. Assist COUNTY to address issues of concerns with respect to their existing wastewater permits and that are applicable with Professional Permitting Assistance Services (Project), in order to maintain compliance with the terms and conditions of each of their three (3) wastewater permits. The CONSULTANT shall only perform work related to the specific services associated with this task order on an as needed basis and only as requested by the COUNTY. The services the COUNSULTANT shall perform under this task if requested are as described below:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Preparation of required documentation associated with the County's existing wastewater permits FLA485942, The Arbennie Pritchett WRF; FLA010181, The Bob Sikes WRF; and the Russell F.W. Stephenson WRF, FLA010182. Prepare periodic reports and analysis of existing data as required by the specific conditions of the permit.
- As requested by the COUNTY assists with responses to Florida Department of Environmental Protection Compliance inspection reports as they pertain to COUNTY assets and wastewater permits. Assist with periodic reporting requirements of the three wastewater permits, maintain calendar reminders of events, and to prepare required documentation and periodic reports

- Perform analyses of wastewater data collected by COUNTY and provide recommendations to COUNTY in order to modify, or amend operations required to maintain compliance with the FDEP permits, or to mitigate existing non-compliant circumstances.
- These activities are limited to those required by the coverage of the existing permits. These
 activities do not include those activities necessary to prepare applications for new or
 renewal of permits or substantial revisions to existing permits, FDEP Forms 1 and 2A along
 with association reports O&M Reports, Capacity Analyses and the other documents
 required to be attached to the Completed Form 2A.
- Assist COUNTY staff, as requested by representatives of the COUNTY, to inspect industrial
 facilities that discharge industrial wastewater to the COUNTY and City of Fort Walton
 Beach's sewage collection system.
- Assist COUNT staff, as requested by representatives of the COUNTY, to provide technical
 assistance with review of Pretreatment Permit Applications for potential, new, and existing
 industrial dischargers regulated under the COUNTY's Sewer Use Ordinance; to calculate
 permits limits for inclusion in industrial Pretreatment Permits; and, assist County staff with
 preparation of Pretreatment Permits.
- Assist COUNTY staff to manage the periodic tasks required to implement the pretreatment program.

The following are not included in this task order and shall be performed by the COUNTY:

- Review of Discharge Monitoring Reports (DMRs) for the permitted facilities.
- Preparation of FDEP correspondence regarding additions or deletions of non-domestic users.
- Submittal of Annual Reuse Reports to FDEP.
- Pretreatment permit renewals and other documentation associated with pretreatment permit renewal except where assistance is requested by the COUNTY for specific associated tasks, such as review of water quality.
- Enforcement of 40 CFR 403 pretreatment program for the Arbennie-Pritchett WRF; creation
 of a 40 CFR 403 pretreatment program for the Bob Sikes WRF; management of the collection
 and review of Operational Monitoring Reports from industrial pretreatment users;
 preparation of a Pretreatment Annual Report submitted to the FDEP.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with Article 2 of the 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.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, final project conditions, schedule, and other variables. CONSULTANT shall 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. Payment for services shall be retroactive to the commencement of FY 2020, which is also the effective date of referenced contract.

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: Joseph G. Crews, PE, Sr. Project Manager	
Jeff Littell 9/2011	9/24/19	
signature date	signature date	
Address:	Address:	
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547	
Telephone : 850-651-7172	Telephone: 850.244.5800	

CONTRACT #: C18-2678-WS	
TASK ORDER #: 13	CONTRACT#: C18-2678-WS CONSTANTINE ENGINERRING, INC.
TASK ORDER AMOUNT: \$24,000.00	MASTER SERVICE ENG AGREEMENT EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	EXPINES. 09/30/2020 W/Z TYR RENEWALS
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME	
hosph M. Cun	
SIGNATUR	
Senior Project Manager/ Owner TITLE	9/24/19
RECOMMENDED FOR APPROVAL	DATE
(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 Littrell	Jeff Hydel PURCHASING MANAGER
WATER & SEWER DIRECTOR TITLE	DATE
9/24/19 DATE	Faye Douglas OMB DIRECTOR (if applicable)
	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE
Revised November 3, 2017	

C18-2678-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 CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

Scope of Basic Services for Fiscal Year 2020 General Instrumentation and Control Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with general instrumentation and control system assistance for Okaloosa County Water and Sewer (CLIENT). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general instrumentation and control system services that CONSULTANT agrees to furnish include, but are not limited to, evaluation, analysis, programming of the CLIENT's instrumentation and control system components and integration of instrumentation and control signals into the CLIENT's supervisory control and data acquisition (SCADA) system. This shall include field work and engineering services as requested by CLIENT 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.
- Programming of the CLIENT supplied control panels and/or programmable logic controllers. This shall include:
 - o Development of the standard pump station control applications.
 - o Configuration of the operator interfaces to display the station data and alarm conditions
 - o Configuration and testing of the controller network interfaces
 - Configuration of the HMI located at the central office
- Development of the Wonderware HMI graphics. The graphics developed for the station shall utilize
 the existing standards developed for the lift station sites.
- Field coordination with the electrical staff regarding the interconnection between the control panel and the field mounted devices.
- Review and configuration of the variable frequency drive parameters as applicable to the station operation.
- Adjustment of the field instrumentation parameters and setting as required

- Generation of the control system documentation
- Field testing, verification, and Start-Up Services not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the CLIENT.
- Performing field investigations and construction observation not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the Article 2 of the 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 Termination of Task Order

October 01, 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: Joseph G. Crews, PE, Sr. Project Manager	
J. L. Hull 9/24/19	signature	9/24/19 date
signature date Address:	Address:	date
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547	
Telephone: 850-651-7172	Telephone: 850.244.5800	

CONTRACT #: C18-2678-WS	CONTRACT#: C18-2678-WS CONSTANTINE ENGINERRING, INC. MASTER SERVICE ENG AGREEMENT	
TASK ORDER #: 12		
TASK ORDER AMOUNT: \$45,000.00	EXPIRES: 09/30/2020 W/2 1 YR RENEWALS	
OFFERED BY CONSULTANT:		
CONSTANTINE ENGINEERING, INC		
FIRM'S NAME		
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME		
KEI KESEMAMUE STAME		
SIGNATURE SIGNATURE		
Senior Project Manager/ Owner	9/24/19	
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	Jeff Hyde, PURCHASING MANAGER 09 24 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	

C18-2678-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 CONSTANTINE ENGINEERING, 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 (Constantine Engineering, 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 the COUNTY that consists 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.
- Addressing issues associated 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 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.
- 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.
- Perform any other professional services as required and specifically 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 the Article 2 of the 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, Director	Name: Joseph G. Crews, PE, Sr. Project Manager	
Jeff Littell 9/29	9 Juseph M. Curr 9/24/19	
signature da	signature date	
Address:	Address:	
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547	
Telephone: 850-651-7172	Telephone: 850.244.5800	

CONTRACT #: <u>C18-2678-WS</u>	
TASK ORDER #: <u>09</u>	CONTRACT#: C18-2678-WS
TASK ORDER AMOUNT: \$72,500	CONSTANTINE ENGINEERING MASTER AGREEMENT ENG SERVICES EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME SIGNATURE	
*	00/10/0010
Senior Project Manager/ Owner TITLE	09/18/2019 DATE
RECOMMENDED FOR APPROVAL (Department Director) Jeff Littrell WATER & SEWER DIRECTOR TITLE 9 18 2019 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, PURCHASING MANAGER DATE Faye Douglas OMB DIRECTOR (if applicable) OG. 20.2019 DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable) DATE	Charles K. Windes, Jr. CHAIRMAN (if applicable)
Revised November 3, 2017	

TASK ORDER 09

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, 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 Shoal River Landing Pump Station Project

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering design, permitting and construction services for the Shoal River Landing Pump Station 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 authorized in this Task Order includes, but are not limited to the CONSULTANT to provide professional engineering design services to construct a new wastewater pumping station and to prepare contract documents for construction, bid phase services and construction phase (CP) 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 Services
- 2. Permitting Assistance
- Geotechnical Engineering Services
- Coordination with other Utilities and Agencies
- Bid Phase Services
- 6. Construction Phase Services

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

Work Task 1. Evaluation Services

The specific engineering and technical services that CONSULTANT agrees to furnish to the COUNTY for the preparation of a hydraulic model for to verify the hydraulic analysis performed by Poly, Inc for the Mid-County Sewer Analysis. The conveyance pipeline proposed for the wastewater will flow into a new 12-inch force main section beginning at the PROJECT site to the Okaloosa Lane PS site and then into the existing 8-inch force main that discharges into the 16-inch header pipe at the Jerry Danny Mitchem WRF (JDMWRF). The work proposed for the task is described below.

1.1 Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

1.2 Review Existing Information and Data

CONSULTANT shall collect and review pertinent information and data regarding the PROJECT and make this information and data available to the COUNTY. Information and data that may be reviewed include but is not limited to, the following:

- Existing hydraulic and design information provided by Poly, Inc., including future flow needs.
- Proposed plan and profile drawings, survey, topography, and utility location information provided by the Developer's Engineer.

1.3 Evaluation Work Tasks

The CONSULTANT shall perform the following evaluation tasks:

1.3.1 Hydraulic Modeling

- 1.3.1.1 Consultant shall develop a system model for the proposed Shoal River Landing Pump Station (SRLPS) based the COUNTY's desire to keep the peak flow pressure below 100 psi in the new and existing force mains. Peak flows of approximate 715 GPM with two pumps in operation have been noted in the previous hydraulic analysis, and that flow range will be considered for this model.
- **1.3.1.2** The model will utilize existing profile data, drawings drawing and surveys to determine pipe size, lengths, and gradient to create an overall model. The model will include upsizing the section of 12-inch force main on Okaloosa Lane as well as the existing 8-inch to the IDMWRF.
- **1.3.1.3** Scenarios will be run to verify the expected operational pressures and surges for the new SRLPS to meet the COUNTY requirements. Information will be developed for varies flow and operational conditions. Recommendation will be made to for check valve operations, combination air release valve location and sizes and pump hp and impeller upgrades for all pump stations.

Work Task 2. Engineering Design Services

The specific Engineering Design Services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

2.1 Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

2.2 Design Scope Work Tasks

The CONSULTANT shall perform engineering design services necessary to implement the recommendations identified by the COUNTY and Poly, Inc as to the preferred method for pumping the wastewater collected at the PROJECT site to the JDMWRF. The preliminary and final design services will be developed to match the design concept utilized for the Meigs Seminole PS and will include variable frequency drives; install a new fiberglass wetwell; new non-clog submersible pumps; stainless discharge piping with above-ground valves; new motor controls and power supplies installed in a pre-fabricated electrical building. Procurement documents will be prepared for the COUNTY to facilitate the purchase of specific equipment. It is understood the COUNTY will be constructing the recommended pump station facilities using its own forces, as supplemented by subcontractors directly contracted by the COUNTY and not contracted by solicitation using contract documents developed by the CONSULTANT. The specific scope of services that CONSULTANT shall provide in this work task is outlined below:

The specific scope of services that CONSULTANT shall provide in this work task is outlined below:

2.2.1 Conceptual Design (30%)

- 2.2.1.1 CONSULTANT will perform conceptual engineering design (30%) for the following:
 - Provide layout and constructability scenarios for a new submersible sewer pumping station, including electrical building, generator and site layout.
 - Evaluate submersible non clog pumps and obtain recommended manufacture recommendation to meet average daily flow of conditions of 650 GPD and peak hour flow of 715 GPD.

2.2.1.2 Schedule and conduct a 30% design meeting and field review with the COUNTY, DEVELOPER's REPRESENTATIVE, including schematic site/civil and force main tie-ins and anticipated power requirements.

The intent of this engineering phase is to finalize general constructability preferences in conjunction with the COUNTY'S installation and operation requirements to ensure a final design that is satisfactory to the COUNTY.

2.2.2 Preliminary Design (60%)

- 1 **2.2.2.1** CONSULTANT will perform preliminary engineering design and prepare preliminary for the following:
 - New fiberglass reinforced polyester wetwell will be designed to accommodate the additional storage needed to offset the potential future influent flows and the restricted pumping capacity due to the existing 8-inch force main section being utilized as noted in the Poly, Inc report.
 - Determine potential submersible non-clog pumps suppliers to meet the average daily flow of
 conditions and peak-hour flows. The design will be evaluated for a triplex system with a spare
 pump as a back-up / emergency operation with a portable generator.
 - New 6" discharge piping and isolation valves.
 - Evaluate and provide emergency generator sizes and manufactures.
 - Develop the preliminary site layout, including site grading, access driveway, and fencing.
 - This information will then be submitted to the COUNTY for formal review prior to the final design
 progress review meeting. The intent of this preliminary engineering phase is to develop the
 proper pumps and constructability in conjunction with the COUNTY'S installation and operation
 requirements to ensure a final design that is satisfactory to the COUNTY.
- 2.2.2.2 Schedule and conduct a preliminary design meeting and field review with the COUNTY, including preliminary site/civil and mechanical layout plan, pump curves, wetwell dimensional requirements, auxiliary power, and control logic.
- **2.2.2.3** Establish the temporary and permanent installation and operational concerns, as well as vertical installation constraints. Determine locations of air release and vacuum valves, power and dewater discharge (if applicable).
- **2.2.2.4** Identify and provide special details for pipe connections, pump installation, controls, and SCADA configuration based on new electrical building and pump drives.

2.2.3 Final Design (100%)

- 2.2.3.1 CONSULTANT will perform final engineering design and submit final contract documents to the COUNTY based on the design review comments from the preliminary design review meeting. The intent of the final engineering phase is to further refine the design of the project with respect to permeability, constructability, costs, and to and prepare the plans for the construction of the PROJECT by the COUNTY. CONSULTANT shall perform the following final engineering services.
- 2.2.3.2 Review and incorporate comments from the preliminary design review meeting.
- **2.2.3.3** Finalize design pump, wetwell, control, and building preferred manufactures. Complete final procurement bid proposal and alternative selections if applicable.
- 2.2.3.4 Finalize bill of materials and cost estimate for the COUNTY to assist with the purchase of the materials for the PROJECT. Final material list will be incorporated into design documents and verified with COUNTY prior to a final order being placed.
- **2.2.3.5** Submit Construction Ready plans and specifications to COUNTY for final construction and procurement.

Work Task 3. Permitting Assistance

The specific services that CONSULTANT shall provide include permitting tasks necessary to implement the PROJECT. The specific scope of services that CONSULTANT shall provide in this work task shall be based on the final design drawings and acceptance by the COUNTY, but generally shall include:

- 3.1 CONSULTANT will prepare and complete permit applications and drawings as required by the FDEP a permitting process and submit it to the COUNTY for review. Following review by the COUNTY, CONSULTANT shall adjudicate any comments, prepare a final version of the report, sign and seal it, and submit it to COUNTY for distribution.
- **3.2** The administrative cost of the FDEP wastewater permit application is not included in this Scope of Services.

Work Task 4. Geotechnical Engineering Services

As authorized by the COUNTY's Representative, CONSULTANT shall contract with, or shall coordinate with COUNTY to contract with a licensed geotechnical engineering firm to perform a geotechnical investigation of the proposed sites. 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.

Work Task 5. Coordination with Other Utilities or Agencies

As authorized by the COUNTY's Representative, CONSULTANT shall coordinate with other utilities or agencies as required to design, permit, or construct the PROJECT. CONSULTANT shall incorporate information obtained during this task into the final design of the PROJECT.

Work Task 6. Bid Phase Services

The specific bid phase services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- **6.1** Provide one electronic and one original copy of the final Contract Documents for bidding. Additional copies of the final documents shall be provided at a cost to the COUNTY.
- 6.2 Prepare two (2) separate bid documents for each of the following items:
 - Bid Package No. 1- Pumps, Wetwell, MCC & Control Panel, and Electrical Building.
 - Bid Package No. 2- Emergency Generator
- 6.3 Attend a pre-bid conference with the COUNTY, interested bidders, and others as necessary.
- **6.4** Assist the COUNTY by providing technical consultation during bidding, by preparing addenda, and in evaluating and recommending the award of the Contract.
- 6.5 CONSULTANT shall assist COUNTY with final construction contracts or purchase orders.

Work Task 7. Construction Phase Services (CPS)

The specific CPS Services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- 7.1 CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.
- **7.2** Attend a Pre-construction Conference with the COUNTY, the CONSULTANT, the CONTRACTOR/SUPPLIER, and other appropriate parties.
- **7.3** Meet with representatives of the COUNTY, the CONSULTANT, the CONTRACTOR/SUPPLIER, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction or operation activities of the project.
- 7.4 Consult and advise COUNTY during construction and provide technical interpretations of the drawings, specifications, and Contract Documents.
- 7.5 Evaluate CONTRACTOR/SUPPLIER-requested deviations from the approved design or specifications of the project and submit a recommendation to the COUNTY, and otherwise assist the COUNTY in the evaluation of the cost of necessary contract change orders related to the project.
- **7.6** Check time extension requests by the CONTRACTOR/SUPPLIER and make recommendations to the COUNTY regarding same.
- 7.7 Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the CONTRACTOR/SUPPLIER is required to submit. The CONSULTANT shall review these data for general conformance with the design concept of the project and for general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the CONTRACTOR/SUPPLIER of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.
- 7.8 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.
- **7.9** Review and recommend to the COUNTY the amounts of payments due to the CONTRACTOR/SUPPLIER as set forth in the construction or supply contract.
- 7.10 Make a final review of the construction to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
- 7.11 Assist the COUNTY in checking and starting up installed equipment.
- 7.12 Prepare as-built drawings and deliver the same within a reasonable time to the COUNTY.
- 7.13 Review and approve final manufacture's Equipment Operations Manual for the.
- **7.14** Provide on-site representative personnel to assist in the COUNTY's relations with the CONTRACTOR/SUPPLIER as requested.
- **7.15** Provide limited periodic observation of the work, and as necessary, provide such reports as reasonably may be requested by the COUNTY.
- 7.16 Keep records, maps, and plans for the preparation of record drawings of the project.
- 7.17 Provide assistance to the COUNTY in claims management.

Attend meetings and provide additional engineering design and coordination support to the COUNTY, DEVELOPER, and CONTRACTORS for the transition of rerouting the existing Okaloosa Lane force main, abatement of the Okaloosa Lane PS, gravity sewer connections for future service connections.

Additional Services

The following services are not included as part of this scope of services and would be performed only as authorized by the COUNTY. Authorization to proceed would be in the form of a revision to this scope of services.

- Design services for upgrades or modification to other contributing pumping stations or gravity conveyance system.
- Design or permitting of the new Shoal River Landing force main or rerouting of any existing force mains.
- Site survey, topography or project staking.
- Provide additional services in connection with the rejection of bids and re-bidding of construction projects when such actions are for causes beyond Consultant's control.
- Provide full-time RO services
- Provide services that are outside the Construction Phase Services for additional work resulting from
 prolonged delinquency or insolvency of the CONTRACTOR; or as a result of damage to the
 construction of the project caused by fire, flood, earthquake, or other acts of God, all exclusive of
 additional work resulting from litigation.
- Prepare an Operations and Maintenance (O&M) Manual for the project to assist the OWNER with the daily operation and maintenance of all of the equipment provided at the PS.

Article C. Compensation Provisions:

As compensation for providing the services described in this Task Order, CLIENT shall pay CONSULTANT in accordance with Section 5 of the February 6, 2018, Agreement.

The Total Budget Ceiling for this Task Order is \$72,500.00. 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	Work Task Cost Amounts	Compensation Method
1. Evaluation Services	\$1,200	Lump Sum
2. Engineering Design Services	\$ 40,600	Lump Sum
3. Permitting Assistance	\$ 600	Lump Sum
4. Geotechnical Engineering Services	\$ 2,000	Lump Sum
5. Coordination with other Utilities and Agencies	\$ 1,500	Lump Sum
6. Bid Phase Service	\$ 10,700	Lump Sum
7. Construction Phase Services	\$ 15,900	Lump Sum
Total Overall Budget Ceiling	\$72,500.00	

CONSULTANT will keep CLIENT informed of progress so that the Total Overall Budget Ceiling and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated Total Overall Budget Ceiling, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. The Scope and Total Overall Budget Ceiling for this Task Order can be increased with an Authorized Revision to this Task Order when executed by both parties. When any amount has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such been incurred after the approved increase.

Article D. Period of Service:

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

Authorization to Proceed

Upon Full Execution by the COUNTY

Termination of Task Order

September 30, 2021

Article E. Authorized Representatives:

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

For CLIENT		For CONSULTANT	
Name: Jeff Littrell, Director		Name: Joseph G. Crews, PE, Sr. Project Manager	
J. J. Littall	9/18/2019	Massel H. Con	09/18/19
signature	date	signature	date
Address:		Address:	
1804 Lewis Turner, Blvd., Ste 300		1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547		Fort Walton Beach, FL 32547	
Telephone: 850-651-7172		Telephone: 850.244.5800	

***** End *****

CONTRACT #: <u>C18-2678-WS</u>	
TASK ORDER #: <u>08</u>	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING
TASK ORDER AMOUNT: <u>\$17,500</u>	MASTER AGREEMENT ENG SERVICES EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME	
SIGNATURE V	
Senior Project Manager/ Owner	03/28/2019
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director) July Little 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
4/1/2019 DATE	Greg Kisela OMB DIRECTOR (if applicable)
	DATE
John Hofstad COUNTY ADMINISTRATOR (if applicable)	Charles K. Windes, Jr. CHAIRMAN (if applicable)
DATE	DATE

C18-2678-WS

TASK ORDER 08

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

Scope of Basic Services for Clifford Pump Station Electrical and Pump Modification Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with general instrumentation and control system assistance for Okaloosa County Water and Sewer (CLIENT). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The services that CONSULTANT agrees to furnish include, but are not limited to hydraulic analysis, pumping evaluation and pump selection. Additionally, services shall include replacement assist, electrical load calculation, wiring schematics and programming of the CLIENT's Motor Control and instrumentation and control system of the CLIENT's supervisory control and data acquisition (SCADA) system and procurement assistance.

Modifications are required to increase the instantaneous pumping capacity of the Clifford Pump Station. This will include design considerations for utilizing the existing wetwell configurations including number of pumps; pump mounts; discharge piping types; and inlet discharge modifications to the stations. Larger horsepower pumps best suited for this application will be evaluated and presented to the County for approval. The Motor Control Center will also need to be evaluated to determine if additional equipment can be utilized and if cables, switches, and drives will be updated to accommodate the larger pumps.

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

Work Task 1 - Bid Phase Services

The specific bid phase services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- CONSULTANT shall use the COUNTY's current standard pump station electrical/I&C panel design
 information to develop design documents for upgrading the existing electrical/I&C control panel for
 the station. The design documents shall be used by COUNTY to purchase the panel(s) for the new
 submersible wastewater pumps.
- The CONSULTANT will prepare equipment-only technical specification to assist the COUNTY for the invitation to bid (ITB) from COUNTY approved equipment suppliers for the new submersible wastewater pumps and electrical components as described in Work Task 1 above.
- The CONSULTANT shall assist the COUNTY by providing technical consultation during bidding and in evaluating and recommending award of the Contract for construction.

 The CONSULTANT will include development and coordination of procurement documents; contract review; coordination with the COUNTY Purchasing Department to finalize bid advertisement and procurement document management.

Work Task 2 - Construction Services

The specific Engineering Services During Construction (SDC) that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data. The CONSULTANT shall review these data for general conformance with the design concept of the PROJECT and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the CONTRACTOR of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.
- Integrate the new instrumentation and control system components into the COUNTY's existing supervisory control and data acquisition (SCADA) system.
- Adjustment of the field instrumentation parameters and settings to meet operational conditions.
- Oversee field testing, verification, and start-up services to assure the system is performing and reporting in accordance with approved COUNTY Operational guidelines. Verify all required alarms and reporting data is being properly captured and transmitted.

Clarifications

- CONSULTANT shall provide the following complementary engineering services at no additional cost to the COUNTY
 - O Provide recommendation and a preliminary design sketch for the COUNTY to rehabilitate the existing pump station structure, piping, valves, and appurtenances based on the COUNTY's Standard Lift Station Requirements. The design shall facilitate the installation of the new submersible wastewater pumps; relocations of pump mounts (if necessary), replacement of the existing discharge piping, replacement of the existing isolation and check valves (if necessary). Reprogramming of the PLC and HMI to allow the station to run in a similar fashion to the Island Main lift station.
 - CONSULTANT shall develop the performance requirements for COUNTY to purchase new submersible wastewater pumps for upgrading the pumping capacity of the existing station.
 The new pumps will be appropriately selected to be capable to overcome normal flows as well as the additional flows observed during high-intensity rainfall events.
 - The COUNTY's current approved submersible pump manufacturer will be evaluated as well
 as other industrial heavy duty submersible pump manufactures for this upgrade.
 Specifications will be developed for the recommended pumps types to assist the COUNTY
 with procurement.
 - Provide schematic drawings and product specifications for modifying the existing MCC.
 - O Determine if the existing equipment rack will need to be modified to provide additional space below the current disconnects to allow for an air break cage. Add air break cages for each disconnect to dissipate gasses and prevent premature degradation of the disconnects.
- Authorization to proceed to perform any work outside of the above Scope of Services would be in the form of a written and executed revision to this Scope of Services. Delays caused by actions beyond

the control of the CONSULTANT shall constitute a change and CONSULTANT shall be compensated for additional costs incurred as a result of the delays.

- If additional services are necessary due to the rejection of bids and re-bidding of the PROJECT when such actions are for causes beyond the CONSULTANT's control, these services would be considered outside of the Scope of Services.
- Full-time resident observation (RO) services are not included.
- Should additional Construction Services be necessary resulting from prolonged delinquency or as a
 result of damage to the construction of the PROJECT caused by fire, flood, earthquake, or other acts
 of God, all exclusive of additional work resulting from litigation these services would be considered
 outside of the Scope of Services.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the Article 2 of the 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 \$17,500.00. 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	Work Task Cost Amounts	Compensation Method
1. Bid Phase Service	\$ 8,500	Lump Sum
2. Construction Phase Services	\$ 9,000	Lump Sum
Total Overall Budget Ceiling	\$17,500.00	

CONSULTANT will keep COUNTY informed of progress so that the budget and 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 full execution of the task order

Termination of Task Order

September 30, 2020

Article E. Authorized Representatives:

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

For CLIENT	For CONSULTANT

Name: Jeff Littrell, Director		Name: Joseph G. Crews, PE, Sr. Pr	oject Manager
Littell ALI	4/1/2019	Apsoph M. C.	03/28/19
signature	date	signature	date
Address:		Address:	
1804 Lewis Turner, Blvd., Ste 300		1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547		Fort Walton Beach, FL 32547	
Telephone: 850-651-7172		Telephone: 850.244.5800	

CONTRACT #: <u>C18-2678-WS</u>	
TASK ORDER #: 03	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING
TASK ORDER AMOUNT: \$125,000	MASTER AGREEMENT FOR ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E.	
REPRESENTATIVE'S PRINTED NAME	
Notesh & Cours	
SIGNATURE	
Senior Project Manager/ Owner	8/09/2018
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 Director	PURCHASING MANAGER DATE
8/28/2018 DATE	OMB Director/DATE OMB Director/DATE DATE
COUNTY ADMINISTRATOR (if applicable) DATE	CHAIRMAN (if applicable) Graham W. Fountain DATE

Revised November 3, 2017

C18-2678-WS

TASK ORDER 03

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services for Okaloosa County Water and Sewer System FY 2019 Subsurface Utility Engineering Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for providing subsurface utility engineering (SUE) services to 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 CONSULTANT agrees to furnish general professional engineering and technical services that are applicable to the Okaloosa County Water and Wastewater System Subsurface Utility Engineering Services Project (PROJECT), as requested by the COUNTY's representative. The services that the CONSULTANT agrees to furnish as part of this Task Order include, but are not limited to locating, verifying the location, installing permanent markers, and acquiring data for components of the COUNTY's water distribution and wastewater collection systems. Specific work tasks that may be authorized by the COUNTY's representative are presented below.

Task 1. Water and Sewer Asset Subsurface Utility Engineering Services

CONSULTANT shall perform Quality Level A or B subsurface utility location verification services in accordance with the American Society of Civil Engineering (ASCE) Standard 38-02 entitled Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). These services shall be performed for the PROJECT based on criteria developed with the COUNTY. CONSULTANT shall identify, interpret, verify, and field-mark buried water and sewer pressure pipelines and valves (assets) using ground penetrating radar (GPR), vacuum excavation, global positioning system equipment (GPS), and existing information and data available from the COUNTY. Specifically, CONSULTANT shall perform the following services:

- 1.1 Attend meetings as requested by the COUNTY's representative to identify the proposed work areas and to review existing drawings, plans, and other information and data provided by the COUNTY of the proposed work to evaluate the locations of buried water and sewer assets.
- 1.2 Initiate a Florida One-Call Ticket for the proposed work areas in a timely manner and in accordance with State of Florida Regulations.

- 1.3 Identify the location of buried water and sewer assets in the proposed work areas using ground penetrating radar (GPR)
- 1.4 Verify the centerline location and depth of selected buried water and sewer assets using metal probes and vacuum excavation equipment as appropriate and in accordance with criteria established by the COUNTY. A description of these two methods is presented below.

1.4.1 Metal Probes

CONSULTANT shall use a metal probe to verify the location and depth below the ground surface of the centerline of select buried pipelines. If the ground is too dense to probe the pipe, a high pressure water jet or vacuum excavation may be used to verify the location of the buried pipeline.

1.4.2 Vacuum Excavation

CONSULTANT shall use a vacuum excavator to excavate select buried pipelines. These pipelines shall be excavated to verify the location of the pipeline and to collect specific information about the buried pipeline, including the diameter of the pipeline, the pipeline material, and as requested by the COUNTY, the depth below the ground surface.

- 1.5 Install permanent markers that the COUNTY can use to locate buried assets in the future. The protocol that CONSULTANT shall use to identify and mark the location of buried assets is presented below.
 - 1.5.1 Buried Pipes Under Asphalt or Concrete

Buried assets located under asphalt of concrete shall be marked with a blue or green paint stripe. CONSULTANT shall not perform subsurface verification activities, but shall install a permanent marker to identify the location of the buried asset by installing an 8- or 12-inch long galvanized spike (nail) with a 5/8-inch galvanized washer.

1.5.2 Buried Pipes Under Sand or Grass

Buried assets located under sand or vegetation (grass, weeds, sod, etc.) shall be marked using either a blue or green paint strip. CONSULTANT shall verify the location of the buried asset using a metal probe or vacuum excavation and shall install a ½-inch diameter, 12-inch long rebar with an orange OCWS identification button provided by the COUNTY. The rebar marker shall be driven into the soil above the centerline of the pipeline to a depth of about 2 inches below the natural ground surface.

1.5.3 Buried Valves

Water valves buried under asphalt or concrete shall be marked with blue paint.

- 1.6 CONSULTANT shall identify the spatial location (Northing and Easting) of buried water and sewer assets using real-time corrected (Omni-Star) sub-meter GPS equipment. Location information shall be stored in a digital storage device that is capable of uploading the information into the COUNTY's geographic information system (GIS).
- 1.7 CONSULTANT shall collect information and data about buried water and sewer assets using digital storage equipment and pipeline diameter measuring tools. Specific information and data that shall be collected will be in accordance with the established GIS data storage protocol. Some information and data listed in the Data Dictionary are not available from field investigations and will not be collected. The data collected in this task shall be stored using a digital storage device that can be uploaded into the COUNTY's GIS system. COUNTY supplied software may be required to fully convert the data into files for final conversion in the COUNTY's GIS.

Task 2. GIS Inventory Mapping

CONSULTANT will collect information and data including horizontal data, component locations (x, y coordinates) for fire hydrants, master water meters, water service meters, water storage tanks, water wells, valves, and other appurtenances, pressure sewer air-relief valves, valves and other sewer appurtenances requested by the COUNTY's representative. Specifically, CONSULTANT shall perform the following services:

2.1 CONSULTANT will perform a geospatial mapping survey and inventory of water and sewer assets in the proposed work areas identified by the COUNTY's representative. This activity includes physically locating the specific components of the water and sewer systems and recording their horizontal locations using a real-time corrected (Omni-Star), sub meter GPS equipment. The components of the water system to be inspected and located using GPS include fire hydrants, master water meters, water service meters, water storage tanks, water wells, and valves and the unknowns indicated in the existing COUNTY GIS database.

Task 3. Data Inventory and Mapping Consolidation

CONSULTANT will continue to perform combining all historical data and mapped utility data to create a single uniform map system of the COUNTY's water and sewer utility infrastructure. The following services will be included with this task:

- 3.1 Street by street analysis and merging of existing and historical data.
- 3.2 QA/QC data for accuracy and remove inaccurate data in coordination with the COUNTY's designated representative.
- 3.3 Utilize field crews for verification of conflicting data as needed
- 3.4 Work with Okaloosa County Information Systems (OCIS) to ensure database integrity and adherence to COUNTY's adopted Standard Operation Procedures (SOP)
- 3.5 Identify areas of concern for future data acquisition

Task 4. Manhole Mapping

CONSULTANT will perform general manhole mapping and collect information and data including horizontal data, component locations for sewer manhole rim elevations and manual tape reading of line inverts at manhole and lift station junctions. Specifically, CONSULTANT shall perform the following services:

- 4.1 CONSULTANT will take digital photographs of each manhole using a specialized camera extension, "camera on a stick." This information will be used to provide pipe types, pipe diameter and flow directions. In addition, observations will be made to determine if any opposite flow or flat grade sewers are present.
- 4.2 No manholes will be physically entered by field inspection personnel.
- 4.3 Manhole in-flowing and out-flowing pipe elevations will be manually obtained and measuring from the manhole rim elevation using a tape measure with 0.1 feet accuracy. A manhole diagram will be prepared showing all pipe entrance, sizes, depths and their respective angles from noted reference mark on rim.

Task 5. Standard of Care

The Scope of Services included in this task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or

will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 6. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECT. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 7. Public Notification

The CONSULTANT shall notify residents and owners of commercial property about facility survey sites located on private property and in easements. Notification shall be made by submitting a flyer to the affected locations that describes the proposed work and duration. The CONSULTANT shall inform residents and the COUNTY when access will be required to manholes on private property and what equipment will be necessary to perform the survey. A flyer with a description of the work to be performed shall be given to the resident prior to accessing the property. CONSULTANT shall attempt to meet with the resident/property owner to get permission for access to the property, and will notify the COUNTY on a weekly basis when access to a property is denied or contact could not be made.

Task 8. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork. The CONSULTANT shall attend weekly progress meetings with the COUNTY at a location designated by the COUNTY to discuss project status, submittals, action work items, and other related matters. The CONSULTANT shall only perform work as directed by the COUNTY under this task. Attendance to all other meetings shall be on an as needed basis and as requested by the COUNTY.

Task 9. Deliverables

CONSULTANT shall document the information and data collected for the buried water and sewer assets and shall record the information and data daily using digital equipment and an electronic data base that is compatible with the COUNTY's GIS data base. CONSULTANT shall coordinate with the COUNTY to upload the information and data collected into the COUNTY's GIS data base regularly. CONSULTANT shall make available to the COUNTY electronic in-progress working versions of the database and maps when requested by the COUNTY. The data base shall be provided in electronic form using the Trimble Utility Center data base format.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Article 2 of the 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 \$125,000.00. CONSULTANT will coordinate with COUNTY representative to establish a final level of effort and adjust specific work tasks to develop a final budget breakdown.

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

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. Payment for services shall be retroactive to the commencement of FY 2019, which is also the effective date of referenced contract.

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: Joseph G. Crews PE, Sr. Project Manager
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Address:	Address:
1804 Lewis Turner, Blvd., Ste 100	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 43547	Fort Walton Beach, FL 32547
Telephone: 850-651-7171	Telephone: 850.244.5800

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2678-WS</u>	
TASK ORDER #: _ 02	CONTRACT#: C18-2678-WS
TASK ORDER AMOUNT: \$500,000	CONSTANTINE ENGINEERING MASTER AGREEMENT FOR ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME	
Massel I Com	
SIGNATURE	
Senior Project Manager/ Owner	8/09/2018
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 Director	PURCHASING MANAGER 0910412019 DATE
8/28/2018 DATE	OMB Director/DATE
COUNTY ADMINISTRATOR (if applicable) Pla/18 DATE	CHAIRMAN (if applicable) Graham W. Fountain DATE DATE

C18-2678-WS

TASK ORDER 02

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services for Okaloosa County Water and Sewer System FY 2019 Sunshine State One-Call of Florida Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for providing Sunshine State One-Call of Florida (SSOCOF) subsurface utility locating services to the Okaloosa County Water and Sewer Department (COUNTY) for Fiscal Year 2019. 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 that are applicable to the Okaloosa County Water and Wastewater System Sunshine State One-Call of Florida Subsurface Utility Engineering Services Project (PROJECT), as requested by the COUNTY's representative. The services that the CONSULTANT agrees to furnish as part of this Task Order include, but are not limited to locating, verifying the location, ticket management, and line location services for responding to Sunshine State One-Call of Florida service location tickets for components of the COUNTY's water distribution and wastewater collection systems. Specific work tasks that may be authorized by the COUNTY's representative are presented below.

Task 1. Sunshine State One-Call of Florida Line Locate Management and Implementation

CONSULTANT shall assist the COUNTY to manage and perform the line location services required to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for the Okaloosa County Water and Sewer Department (Attachment A). Specifically, CONSULTANT shall perform the following services:

- 1.1. Attend meetings as requested by the COUNTY's representative to discuss and manage CONSULTANT's services, and other meetings requested by the COUNTY's representative.
- 1.2. CONSULTANT shall develop an Operating Plan that shall present the methods and procedures that CONSULTANT shall use to assist the COUNTY to manage and implement the Sunshine State One Call of Florida Line Locate Tickets. The Operating Plan will address the procedures that CONSULTANT will use to comply with the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, Sunshine State One-Call of Florida Requirements, and the Okaloosa County Water and Sewer Department's Standard Operating Procedures (SOPs) for Utility Locates for Okaloosa County.

- 1.3. CONSULTANT shall implement the operating procedures presented in the Operating Plan to locate buried water and sewer assets using GPR, other locating methods and equipment as appropriate, and information and data from existing COUNTY records. CONSULTANT shall verify the centerline location of buried water and sewer assets using metal probes and other methods in accordance with criteria established by the COUNTY. Verification by vacuum excavation shall be performed on a limited basis and will be considered an additional service not included in the standard line locating services.
- 1.4. CONSULTANT shall implement the computer tools and processes necessary to receive the One-Call tickets and transmit them to field crews. CONSULTANT will establish needed email services to facilitate receipt and delivery of tickets. CONSULTANT shall use the web-based positive response system to comply with the Sunshine State One-Call of Florida Requirements for confirming the status of tickets.

Task 2. Standard of Care

The Scope of Services included in this task order include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. COUNTY is experienced and knowledgeable in the performance of these services and understands that inherent risks exist when the Scope of Services included in this Task Order are performed with reasonable competence. COUNTY understands that these risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Task Order.

CONSULTANT's liability for COUNTY's damages under this Task Order will not exceed \$1,000 for each occurrence and, in the aggregate for this Task Order, not exceed \$20,000, unless such liability arises out of breach of contract or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Task Order.

COUNTY agrees to provide CONSULTANT existing information and data that CONSULTANT may reasonably rely on to execute the Scope of Services unless otherwise notified by COUNTY that the information and data is not accurate.

Task 3. Safety

The CONSULTANT is responsible for planning and addressing safety concerns associated with executing the scope of work included in the PROJECT. The CONSULTANT shall use appropriate safety equipment to protect the CONSULTANT's workers, and others. The CONSULTANT shall comply with applicable local, state, and federal safety codes.

Task 4. Meetings and Communications

The COUNTY and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork. The CONSULTANT shall attend weekly progress meetings with the COUNTY at a location designated by the COUNTY to discuss project status, submittals, action work items, and other related matters. The CONSULTANT shall attend all other meetings as requested by the COUNTY for the completion of the work.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with Article 2 of the Agreement, based on the CONSULTANT's Per Diem Rates for the actual time worked on the Project. The budget ceiling for this Task Order is \$500,000.00. CONSULTANT will coordinate with COUNTY representative to establish a final level of effort and adjust specific work tasks to develop a final budget breakdown.

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:

Order. Communications between the parties shall	be ulrough the Authorized Representatives:
For CLIENT	For CONSULTANT
Name: Jeff Littrell, Director	Name: Joseph G. Crews PE, Sr. Project Manager
3/28/2018 signature date	Signature 8/09/18
Address:	Address:
1804 Lewis Turner, Blvd., Ste 100	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 43547	Fort Walton Beach, FL 32547
Telephone : 850-651-7171	Telephone: 850.244.5800

Attachment A

Constantine Engineering, Inc. (TCG)

STANDARD OPERATING PROCEDURES Subsurface Utility Locates for Okaloosa County Water and Sewer

TCG SUE Crews will perform their services in accordance with the requirements of the Sunshine State One Call of Florida (SSOCOF), as well as the Underground Facility Damage Prevention and Safety Act, Florida Statute 556, the American Society of Civil Engineering (ASCE) standard 38-02 entitled Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, and TCG's Standard Operating Procedures (SOPs) for Utility Locates for Okaloosa County. Copies of these documents are attached.

Guidelines for Marking Underground Facilities:

When responding to a ticket, insure a copy of the SSOCOF Excavators Guide is present (either on your person or inside vehicle). It is the responsibility of the TCG Subsurface Utility Engineering (SUE) crews to become well versed with the law and SOP's regarding Underground Damage Prevention. The crews will conduct themselves in a professional manner at all times. We not only represent TCG, but we represent the Okaloosa County Water & Sewer Department and any other entity that employs our services. For TCG to have long-term relationship with our customers, much depends on our ability to provide a quality service that is equal to or greater than our customer's expectations.

In general, TCG's approach to locating buried assets is to use GPR to locate buried assets. Our procedures include:

- Review all existing drawings to identify possible utility locations.
- Visually Inspect manholes, junction boxes, valves, hydrants, and other assets to establish possible pipe diameters, depths, and the general direction that utilities are heading.
- Use of Electro Magnetic methods to locate and trace metallic/conductive utilities and other unknown obstructions.
- Use of Ground Penetrating Radar to scan the area for non-conductive utilities and other unknown obstructions.
- Perform utility verification using metal probes and post-hole diggers. Under limited circumstances vacuum excavation or hydro-vacuum excavation to verify utility locations and determine the exact depth, size, and material type of a utility may be required.

Procedures for Responding to a Ticket:

- 1. After receiving the ticket by e-mail or hard copy (paper), you will complete the ticket within two business days.
- 2. If the site cannot be located within the timeframe allotted, contact contractor to inform them of the circumstances and code the ticket appropriately. For example:
 - a) Work load does not permit you to complete the ticket in the allotted time.
 - b) Debris, trees, vehicles etc. are in the way.

- 3. Emergency work location requests are given top priority. The responsible crew will mark the facilities as soon as it is practical to do so.
- 4. The facilities will be marked with appropriate color-coded paint and flags (as per Chapter 556 of the Florida Statues).
- 5. Utilities identified to be located in the SSOCOF ticket will be marked within the 24-inch tolerance zone. The utilities will be marked with paint and flags at no more than a 25-foot spacing, except when closer marking is needed (i.e. Tee, 45°, 90°, valves, etc.) or if the contractor requests a longer distance.
- 6. Potable water and reclaim water services ¾" and 1" will be marked by line of sight unless they specifically supply a hair salon, doctor's office or restaurant. These will need to be visually verified.
- 7. Sewer services will be located by using as-built drawings unless as-built drawings are not available. If the drawings are not available, the SUE Crew will make every effort to locate them with the GPR unit. If they cannot be located using the GPR, contact the Okaloosa County Sewer Maintenance Foreman. Document on your ticket (on the second line) that you requested assistance from the sewer maintenance crew and to whom you talked. If both of the above mentioned are unavailable, call the Maintenance Supervisor.
- 8. Sewer mains (Gravity Flow) will be marked by line of sight using manholes and marked with flags and paint.
- 9. Water mains, force mains and reclaim water mains will be verified at the start, the middle and the end of the boundary of the locate ticket. In general, the SUE Crew should verify the location of the utility at approximately 500-foot intervals. However, the SUE Crews will use their discretion to determine the frequency and location for utility verification. At areas where the SUE Crew can not reasonably verify the location of the utility using the normal verification frequency or the standard verification equipment provided in each SUE Crew should contact the SUE Supervisor to evaluate the need to perform vacuum excavation to verify the location of the utility or to increase the frequency of the verifications.
- 10. Standard verification equipment (probes and post-hole diggers) shall not be used to verify the location of known utilities in congested areas with gas, communication, or power utilities, transited water lines, or 2-inch diameter PVC pipes.
- 11. Critical areas include sewer force mains, major intersections, supply lines to Okaloosa Island, problem excavators, etc. At these areas, the SUE Crew shall take pictures for the record.
- 12. Non-permanent paint is to be used on lawns. Permanent paint is to be used on asphalt. Do not spray paint on cement or decorative stone driveways.
- 13. SUE Crews shall carry all trash and empty paint cans to the office for disposal.
- All completed tickets will be properly coded per the Positive Response Codes attached hereto.

Color Codes and Abbreviated Markings:

Water – Blue		WV – Water Valve
Sewer – Green	S – Sewer	SV – Sewer Valve
Reclaim – Purple	RC – Reclaim	RV - Reclaim Valve

Standard Working Hours:

- 1. Normal working hours are from 7:00 a.m. 4:00 p.m.
- 2. The crew's place of business is your area of operation unless otherwise notified by your supervisor. If you have no assigned tickets for your service area, call your supervisor within a reasonable length of time to receive further guidance.
- 3. The crews might have to work overtime as needed; however, all overtime must be approved through your supervisor.
- 4. Crews will have a one-hour lunch period, which will be taken at the crew's discretion. If you have outstanding tickets within your service area and you are not within 10 minutes of the office, take your lunch in the field, or complete the assigned ticket and then take lunch.

Footnote:

The task of locating Okaloosa County Water and Sewer utilities is extremely important. You are protecting Okaloosa County Water and Sewer Department's assets, as well as the health of the public and the environment. This is why we must use all resources that are now available to locate our utilities in an accurate and timely manner. The crews are a team- a very important team that must work together to get this important job done.

TASK ORDER APPROVAL FORM

C18-2&78-W5 CONTRACT #: C13-2068-WS TASK ORDER #: 06 TASK ORDER AMOUNT: \$45,000 OFFERED BY CONSULTANT: Constantine Engineering	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC. MASTER AGREEMENT FOR ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
FIRM'S NAME	
JOSEPH G. CREWS, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE NORTH H. C.	
Senior Project Manager/ Owner	08/28/2018
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)	 APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Director Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator In excess of \$50,000 approved by the Board.
SIGNATURE LITTURE	PURCHASING DIRECTOR
Water · Sever Director	9 170 1T8 DATE
S/as/18 DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

C18-2678-WS

TASK ORDER 06

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

Scope of Basic Services for Fiscal Year 2019 Professional Permitting Assistance Services

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering services for assisting the Okaloosa County Water and Sewer Department (COUNTY) to provide professional permitting assistance 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, performance of analyses of wastewater, groundwater, etc. that is collected and tested by COUNTY staff, preparation of periodic reports (except the Discharge Monitoring Reports (DMRs), inspection of facilities, preparation of applications for minor revisions to the existing wastewater permits. Assist COUNTY to address issues of concerns with respect to their existing wastewater permits and that are applicable with Professional Permitting Assistance Services (Project), in order to maintain compliance with the terms and conditions of each of their three (3) wastewater permits. The CONSULTANT shall only perform work related to the specific services associated with this task order on an as needed basis and only as requested by the COUNTY. The services the COUNSULTANT shall perform under this task if requested are as described below:

- Attending meetings as requested by representatives of the COUNTY and provide general engineering assistance, consultation, and opinions.
- Preparation of required documentation associated with the County's existing wastewater permits FLA485942, The Arbennie Pritchett WRF; FLA010181, The Bob Sikes WRF; and the Russell F.W. Stephenson WRF, FLA010182. Prepare periodic reports and analysis of existing data as required by the specific conditions of the permit.
- As requested by the COUNTY assists with responses to Florida Department of Environmental Protection Compliance inspection reports as they pertain to COUNTY assets and wastewater permits. Assist with periodic reporting requirements of the three wastewater permits, maintain calendar reminders of events, and to prepare required documentation and periodic reports

- Perform analyses of wastewater data collected by COUNTY and provide recommendations to COUNTY in order to modify, or amend operations required to maintain compliance with the FDEP permits, or to mitigate existing non-compliant circumstances.
- These activities are limited to those required by the coverage of the existing permits. These
 activities do not include those activities necessary to prepare applications for new or
 renewal of permits or substantial revisions to existing permits, FDEP Forms 1 and 2A along
 with association reports O&M Reports, Capacity Analyses and the other documents
 required to be attached to the Completed Form 2A.
- Assist COUNTY staff, as requested by representatives of the COUNTY, to inspect industrial
 facilities that discharge industrial wastewater to the COUNTY and City of Fort Walton
 Beach's sewage collection system.
- Assist COUNT staff, as requested by representatives of the COUNTY, to provide technical
 assistance with review of Pretreatment Permit Applications for potential, new, and existing
 industrial dischargers regulated under the COUNTY's Sewer Use Ordinance; to calculate
 permits limits for inclusion in industrial Pretreatment Permits; and, assist County staff with
 preparation of Pretreatment Permits.
- Assist COUNTY staff to manage the periodic tasks required to implement the pretreatment program.

The following are not included in this task order and shall be performed by the COUNTY:

- Review of Discharge Monitoring Reports (DMRs) for the permitted facilities.
- Preparation of FDEP correspondence regarding additions or deletions of non-domestic users.
- Submittal of Annual Reuse Reports to FDEP.
- Pretreatment permit renewals and other documentation associated with pretreatment permit renewal except where assistance is requested by the COUNTY for specific associated tasks, such as review of water quality.
- Enforcement of 40 CFR 403 pretreatment program for the Arbennie-Pritchett WRF; creation
 of a 40 CFR 403 pretreatment program for the Bob Sikes WRF; management of the collection
 and review of Operational Monitoring Reports from industrial pretreatment users;
 preparation of a Pretreatment Annual Report submitted to the FDEP.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with Article 2 of the 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.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, final project conditions, schedule, and other variables. CONSULTANT shall 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. Payment for services shall be retroactive to the commencement of FY 2019, which is also the effective date of referenced contract.

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: Joseph G. Crews, PE, Sr. Project Manag
J. M. Littul 8/29/	
signature dat	signature date
Address:	Address:
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547
Telephone: 850-651-7172	Telephone: 850.244.5800

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2678-WS</u>	
TASK ORDER #: 04	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC.
TASK ORDER AMOUNT: \$45,000	MASTER AGREEMENT FOR ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
OFFERED BY CONSULTANT:	
CONSTANTINE ENGINEERING, INC	
FIRM'S NAME	
JOSEPH G. CREWS, P.E.	
REPRESENTATIVE'S PRINTED NAME	
SIGNATURE NASOPA M. Craws	
Senior Project Manager/ Owner	8/28/2018
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.
Water Seva Director TITLE	DATE
8/39/18 DATE	OMB Director/DATE 9 70 HS DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

C18-2678-WS

TASK ORDER 04

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, 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 (Constantine Engineering, 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 the COUNTY that consists 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.
- Addressing issues associated 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 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.
- 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.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the Article 2 of the 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		Name: Joseph G. Crews, PE, Sr. Proje	ct Manager
S Model Hall	1/23/18	Aproph K. Crear	8/28/18
signature	date	signature	date
Address:		Address:	
1804 Lewis Turner, Blvd., Ste 300		1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547		Fort Walton Beach, FL 32547	
Telephone: 850-651-7172		Telephone: 850.244.5800	

TASK ORDER APPROVAL FORM

CONTRACT#: C18-2678-WS

	2478 CONTRACT #: <u>C18-22678-WS</u> TASK ORDER #: <u>1, Revision 1</u> TASK ORDER AMOUNT: <u>\$18,600</u> 24,900	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC. MASTER AGREEMENT FOR ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWALS
	OFFERED BY CONSULTANT: CONSTANTINE ENGINEERING	
	FIRM'S NAME	
	JOSEPH G. CREWS, P.E.	
	REPRESENTATIVE'S PRINTED NAME	
	SIGNATURE SIGNATURE	
	Senior Project Manager/Owner	09/18/18
	TITLE	DATE
Way lalle	RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Director Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator In excess of \$50,000 approved by the Board.
	SIGNATURE	PURCHASING DIRECTOR
	TITLE	09/21/2018 DATE
	9/20/18 DATE	
	COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
	DATE	DATE

Revision 1 to TASK ORDER 01

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services to Provide Professional Engineering Consulting Services for the Beasley Park Sanitary Sewer Improvement Project

Article A. Purpose:

The purpose of this Revision 01 to this Task Order (TO) is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering design, permitting, bidding and construction services for the Beasley Park Sanitary Sewer Improvements Project (PROJECT) for the Okaloosa County Tourist Development Department (COUNTY).

The COUNTY has determined that at this time it will replace the existing duplex grinder station and control panel to serve the Beasley Park. The CONSULTANT has inspected the current infrastructure and is recommending relocating the pumps station with a new larger pump station with controls and telemetry. Additional a new upstream settling tank will be included with this design. This revision includes professional survey and Subsurface Utility Engineering (SUE) services to include utility locates and topological survey of the site. The specific activities that are included in this TO are described in "Article B.

Article B. Scope of Services:

The Scope of Services authorized in this TO include, but not limited to, general professional engineering and technical services required to develop design construction documents (plans and specifications) to construct a new public sanitary sewer system for the Beasley Park. The design will include a new raw wastewater lift station, extension of the influent gravity sewer service and re-piping to the existing 2" force main currently connected to the public sewer system. Also, the CONSULTANT's scope shall include providing preparing the Florida Department of Environmental Protection (FDEP) permit documents (if applicable) and assistance to the COUNTY for final submittal. Finally, CONSULTANT shall develop the design construction documents based on soliciting a licensed Contractor / Plumber (CONTRACTOR) to install the pump station, and associated piping and electrical.

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 Services
- 2. Permitting Assistance
- 3. Bid Phase Services
- 4. Construction Services

Specific services to be performed under this TO that may be authorized by the COUNTY's representative are presented below.

Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

Work Task 1 - Design Services

- 1.1 Design Tasks for Construction Performed by County Forces
- 1.1.1 Beasley Park Collection System
- 1.1.1.1 CONSULTANT shall design a new or extension of a gravity sanitary sewer service to serve the facilities. The design shall include PVC SDR 26 lateral services and fittings, non-lined concrete manholes without steps, FDOT traffic rated manhole ring and cover. The design shall be by FDEP and Design Guidelines. Therefore, the design shall include limiting the maximum depth of excavation for this service to a 5' depth.
- 1.1.1.2 CONSULTANT shall design a new concrete or fiberglass below grade holding/settling basin with the anti-floatation bottom. The basin will be in line with the gravity sewer service and upstream of the lift station for collection of large solids and grit. The units will be sized to allow for a minimum volume for sufficient settling to occur. Therefore, the design shall include limiting the maximum depth of excavation for this service to a 10' depth.
- 1.1.2 Beasley Park Lift Station & Force Main
- 1.1.2.1 CONSULTANT shall design a new grinder lift station to convey the wastewater received from the Beasley Park to the public sewer system. Also, the capacity expansion will be incorporated into the design to accept and convey flows based on 60% of the average daily water consumption based on the 2016-2018 water meter readings. Additional a 6.0 peaking factor will be applied for high traffic holiday events.
- 1.1.2.1.1 The new duplex submersible lift station shall be designed with either recessed impeller or grinder submersible pumps; discharge piping with below grade valves; by-pass valves and emergency floats; and a new fiberglass wetwell with aluminum safety grated access hatches. The design will include pumping redundancy measures to meet the FDEP level of service requirement.
- 1.1.2.1.2 CONSULTANT shall use the industry standard pump station electrical and telemetry panel design information to develop design documents for a new I&C & remote telemetry for the proposed new pumps, and new motor controls.
- 1.1.2.1.3 CONSULTANT shall coordinate with Gulf Power on running the primary electrical service (480v, 3ph power or a delta 480v type service) to the site. A cost analysis will be presented to the COUNTY on feasibility, constructability and a recommendation based on the pump selection.
- 1.1.2.2 CONSULTANT shall evaluate the existing 2" force main and determine if it adequate to utilize for the design or if a larger/new force main will be required.
- 1.1.2.2.1 The design shall include locations of isolation, by-pass, air release and vacuum valves.
- **1.1.2.2.2** CONSULTANT shall identify and provide special details for pipe connections, crossing and bypass requirements.
- 1.1.2.3 The CONSULTANT shall develop construction documents (plans and specifications) for competitive bidding to solicit a construction contract with a CONTRACTOR to perform the work to abate the existing pump station, replace or extend the gravity sewer service, install the new below-grade settling tank, install a new lift station and associated piping and electrical.
- **1.1.2.4** CONSULTANT shall develop detail drawings and specifications by most current state and local building code requirements for the lateral service piping and connection, including material type, slope, deflection, and wye or clean-out locations.
- 1.2 30% & 90% Design Tasks for Work Performed by the County or by a General Contractor
- 1.2.1 Design (30%)

- 1.2.1.1 CONSULTANT shall perform limited Level "A" and "B" Subsurface Utility Engineering (SUE) services of the proposed gravity sewer mains, lift station and force main routes and tie-in locations. This preliminary engineering phase intends to determine the proper location, depths, controls, and constructability in conjunction with the COUNTY's installation and operation requirements to ensure a final design that is satisfactory to the COUNTY. The CONSULTANT will coordinate this activity with the COUNTY's staff for inclusion in the final topo drawings for the PROJECT.
- **1.2.1.2** CONSULTANT will research and provide a summary comparison of applicable equipment to be considered by the COUNTY for the for controls and telemetry, including annual monitoring cost.
- **1.2.1.3** CONSULTANT will conduct a 30% field review meeting, along with the COUNTY's Project Manager to review the proposed layout and address any changes in conditions or utility conflicts noted. The CONSULTANT distributed to the COUNTY will maintain meeting minutes.

1.2.2 Design (90%)

- **1.2.2.1** CONSULTANT will perform final engineering design and submit final contract documents to the COUNTY's Project Manager. The final engineering phase intends to further refine the design of the PROJECT concerning permeability, constructability, costs, and to prepare the plans and specification for construction of the PROJECT by the COUNTY or CONTRACTOR as appropriate. CONSULTANT shall perform the following final engineering services:
- **1.2.2.1.1** Review and incorporate comments from 30% design review meeting.
- **1.2.2.1.2** Finalize piping and pumping equipment selection. Finalize site, power service, and pumping station configuration. Complete final procurement bid proposal and alternative selections if applicable.
- **1.2.2.1.3** Finalize details and specifications. Provide procurement documents to COUNTY for review.
- **1.2.2.1.4** Finalize cost estimate for the COUNTY to assist with the budgeting of the PROJECT.
- 1.2.2.1.5 Prepare 100% plans for the construction of the PROJECT incorporating any comments from the 90% design review or changes required by construction permitting. Provide two (2) complete sets of plans and specifications signed and sealed in full and half-scale to the COUNTY's Project Manager for the PROJECT.
- **1.2.2.1.6** The drawings will follow CONSULTANT CAE/CAD standards. AutoCAD®, Version 2016 or later will be used to develop the drawings.

1.2.3 Survey and SUE

- 1.2.3.1 Constantine will provide a topographic survey of the existing pump station, proposed new pump station site; along the proposed force main and gravity sewer pipeline routes. This will include the force main route from the proposed lift station to a gravity sewer manhole and existing tie-in location. This will also include extended the gravity sewer form the existing station to the new, station.
- 1.2.3.2 Additionally, Subsurface Utility Engineering (SUE) will be conducted along the proposed force main and gravity sewer routes to determine the depth of the utilities in the area.

Work Task 2 - Permitting Assistance

As the PROJECT's Engineer-of-Record, the CONSULTANT shall act as an agent of the COUNTY to prepare, submit, and obtain any necessary permits for the PROJECT related to the design. The primary permit will be from the FDEP's wastewater division for the construction of the PROJECT. The specific scope of services that CONSULTANT shall provide in this work task shall be based on the 90% design drawings, subject to acceptance by the COUNTY.

- 2.1 CONSULTANT shall perform FDEP permitting services to include preparing and submitting the FDEP form 62-604.300(8)(a), Application for Constructing a Domestic Wastewater Collection/Transmission System for the new gravity sewer system, pump station and force main.
- **2.2** The administrative cost of the permit is not included in this Scope of Services and will be paid by the COUNTY.

Work Task 3 - Bid Phase Services

The specific bid phase services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- 3.1 The CONSULTANT shall prepare Request for Bid solicitation documents for the following procurement services:
- **3.1.1.1** Pumps, Piping, Wetwell, Controls, Settle Basin and Telemetry.
- **3.2** The CONSULTANT will prepare competitive construction contract documents, including COUNTY "front end" documents, technical specification and technical drawings to solicit bids from licensed CONTRACTOR(s) for work described in Work Task 1.
- 3.3 The CONSULTANT shall prepare one electronic and one original hard copy of the 100% Contract Documents for each of the identified procurement packages and submit to the COUNTY for Contract Review. Following review by the COUNTY, the CONSULTANT shall adjudicate any comments; prepare the Final Contract Documents and submit an electronic version of the entire solicitation package to the COUNTY's Project Manager for final approval.
- **3.4** Upon approval by the COUNTY, the CONSULTANT shall coordinate with the COUNTY Purchasing Department to finalize bid advertisement and procurement document management. All plans, specifications, and addendums will be transmitted and tracked electronically by the CONSULTANT.
- **3.5** The CONSULTANT shall lead a pre-bid conference with the COUNTY, interested bidders, and others as necessary.
- **3.6** The CONSULTANT shall assist the COUNTY by providing technical consultation during bidding and in evaluating and recommending award of the Contract for construction.
- 3.7 CONSULTANT shall assist the COUNTY to execute the conformed contract documents at the time of award.

Work Task 4 - Construction Services

The specific SDC Services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- **4.1** Attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.
- **4.2** Attend a Pre-construction Conference with the COUNTY, the CONTRACTOR, and other appropriate parties.
- **4.3** Attend meets with representatives of the COUNTY, the CONTRACTOR, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction activities of the PROJECT.
- **4.4** Consult and advise COUNTY, the CONTRACTOR during construction and provide technical interpretations of the drawings, specifications, and Contract Documents.
- **4.5** Evaluate CONTRACTOR requested deviations from the approved design or specifications of the PROJECT and submit a recommendation to the COUNTY, and otherwise assist the COUNTY in the evaluation of the cost of necessary changes to the PROJECT.

- 4.6 Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data. The CONSULTANT shall review these data for general conformance with the design concept of the PROJECT and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the CONTRACTOR of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.
- **4.7** Make periodic visits to the site of the PROJECT to observe the progress of the work and to determine if, in general, the work is proceeding by the intent of the Contract Documents.
- **4.8** Make a final review of the construction to determine if, in general, the work has been completed in conformance with the intent of the Contract Documents.
- **4.9** Oversee field testing, verification, and start-up services to assure the system is performing and reporting by approved COUNTY Operational guidelines. Verify all required alarms and reporting data is being properly captured and transmitted.
- **4.10** Recommend to the COUNTY the amounts of payments due to the CONTRACTOR(s) as outlined in the construction Contract.

Clarifications

- Authorization to proceed to perform any work outside of the above Scope of Services would be in the
 form of a written and executed revision to this Scope of Services. Delays caused by actions beyond the
 control of CONSULTANT shall constitute a change and CONSULTANT shall be compensated for
 additional costs incurred because of the delays.
- The design will be based on the federal, state, and local codes and standards in effect or that may be reasonably known, on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
- If additional services are necessary due to the rejection of bids and re-bidding of the PROJECT when such
 actions are for causes beyond CONSULTANT's control, these services would be considered outside of the
 Scope of Services.
- Geotechnical services of site and route are not included. CONSULTANT's design shall be based on typical coastal sand characteristics for this area.
- Only limited resident observation (RO) services are included.
- Should additional Construction Services be necessary resulting from prolonged delinquency or because
 of damage to the construction of the PROJECT caused by fire, flood, earthquake, or other acts of God, all
 exclusive of additional work resulting from litigation these services would be considered outside of the
 Scope of Services.
- The COUNTY will pay the CONSULTANT per standard practice and monthly invoices procedures currently in place.

Article C. Compensation Provisions:

As compensation for providing the services described in this Task Order, COUNTY shall pay CONSULTANT in accordance with February 6, 2018, Agreement.

The original budget ceiling for this Task Order was \$18,600.00. This Revision increases the budget ceiling by \$6,300.00 for a Total Revised Budget Ceiling of \$24,900.00. 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	Original Work -Task Amounts	Revised Work Task Amounts	Compensation Method
1.	Engineering Design Services	-\$-10,000	\$ 16,300	Lump Sum
2.	Permitting Assistance	-\$-800-	\$ 800	Lump Sum
3.	Bid Phase Service	\$ 3,900-	\$ 3,900	Lump Sum
4.	Construction Phase Services	\$ 3,900	\$ 3,900	Time & Material
	Total Overall Budget Ceiling	-\$18,600.00-	\$24,900.00	

CONSULTANT will keep COUNTY informed of progress so that the Total Overall Budget Ceiling and work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated Total Overall Budget Ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits. The Scope and Total Overall Budget Ceiling for this Task Order can be increased with an Authorized Revision to this Task Order when executed by both parties. When any amount has been increased, CONSULTANT's excess costs expended before such increase will be allowable to the same extent as if such been incurred after the approved increase.

Time and Material (T&M) Work Tasks: Items 4 in the above table will be performed as time and material compensation. The budget ceilings are an approximation and may require budget adjustments as the PROJECT progresses. Such adjustment may be approved by the COUNTY without a Revision, provided the Total Overall Budget Ceiling is not exceeded. Adjustments mentioned above would occur with the submittal of each invoice and would be approved by the COUNTY via payment of the invoice.

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 Approval by COUNTY September 30, 2020

Article E. Authorized Representatives:

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

For COUNTY	For CONSULTANT	
Name: Jennifer Adams, Director	Name: Joseph G. Crews. PE, Sr. Project	Manager
9/30/18 date	Signature Signature	09/18/18 date
Address:	Address:	
1540 Miracle Strip Parkway, SE	1988 Lewis Turner Boulevard, Unit 3	
Fort Walton Beach, FL 32548	Fort Walton Beach, FL 32547	
Telephone: 850-651-7131	Telephone: 850.244.5800	

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2678-WS</u>	CONTRACT#: C18-2678-WS	
TASK ORDER #: 05	CONSTANTINE ENGINEERING, INC. MASTER AGREEMENT ENG SVS	
TASK ORDER AMOUNT: <u>\$24,000</u>	EXPIRES: 09/30/2020 W/2 1 YR RENEWALS	
OFFERED BY CONSULTANT:		
CONSTANTINE ENGINEERING, INC		
FIRM'S NAME	9	
JOSEPH G. CREWS, P.E.		
REPRESENTATIVE'S PRINTED NAME		
Musiph M. Cieus		
signatůre *		
Senior Project Manager/ Owner	8/28/2018	
TITLE	DATE	
RECOMMENDED FOR APPROVAL (Department Director) SIGNATURE Woter Seven 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. PURCHASING MANAGER DATE	
8/a9/18 DATE	OMB Director/DATE	
	DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	

C18-2678-WS

TASK ORDER 05

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

Scope of Basic Services for Fiscal Year 2019 General Instrumentation and Control Assistance

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with general instrumentation and control system assistance for Okaloosa County Water and Sewer (CLIENT). The activities that are included are described in "Article B. Scope of Services."

Article B. Scope of Services:

The general instrumentation and control system services that CONSULTANT agrees to furnish include, but are not limited to, evaluation, analysis, programming of the CLIENT's instrumentation and control system components and integration of instrumentation and control signals into the CLIENT's supervisory control and data acquisition (SCADA) system. This shall include field work and engineering services as requested by CLIENT 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.
- Programming of the CLIENT supplied control panels and/or programmable logic controllers. This shall include:
 - o Development of the standard pump station control applications.
 - Configuration of the operator interfaces to display the station data and alarm conditions
 - Configuration and testing of the controller network interfaces
 - Configuration of the HMI located at the central office
- Development of the Wonderware HMI graphics. The graphics developed for the station shall utilize the existing standards developed for the lift station sites.
- Field coordination with the electrical staff regarding the interconnection between the control panel and the field mounted devices.
- Review and configuration of the variable frequency drive parameters as applicable to the station operation.
- Adjustment of the field instrumentation parameters and setting as required

- Generation of the control system documentation
- Field testing, verification, and Start-Up Services not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the CLIENT.
- Performing field investigations and construction observation not associated with other projects or task orders.
- Responding to general questions on engineering matters as requested by the COUNTY's designated representative.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, COUNTY shall pay CONSULTANT in accordance with the Article 2 of the 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 Termination of Task Order

October 01, 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	DNSULTANT
Name: Jeff Littrell, Director	Joseph G. Crews, PE, Sr. Project Manager
John Littell 8/as	pagh H. Cun 8/28/18
signature da	re date
Address:	ss:
1804 Lewis Turner, Blvd., Ste 300	ewis Turner Boulevard
Fort Walton Beach, FL 32547	Valton Beach, FL 32547
Telephone: 850-651-7172	none: 850.244.5800

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-2678-WS</u>	CONTRACT#, C49 2679 M/C	
TASK ORDER #: 07	CONTRACT#: C18-2678-WS CONSTANTINE ENGINEERING, INC. MASTER AGREEMENT ENG SVS	
TASK ORDER AMOUNT: \$25,000	EXPIRES: 09/30/2020 W/2 1 YR RENEWALS	
OFFERED BY CONSULTANT:		
CONSTANTINE ENGINEERING, INC		
FIRM'S NAME		
JOSEPH G. CREWS, P.E.		
REPRESENTATIVE'S PRINTED NAME		
SIGNATURE MESSAGE M. Creus		
Senior Project Manager/ Owner TITLE	8/28/2018	
IIILE	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 Sever Director TITLE	PURCHASING MANAGER 08/31/2019 DATE	
8/39/18 DATE	OMB Director/DATE	
	DATE	
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)	
DATE	DATE	

TASK ORDER 07

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

Scope of Basic Services to Provide Professional Engineering Consulting Services for the Bob Sikes WRF Surface Water and Biological Monitoring Project FY 2019

Article A. Purpose:

The purpose of this Task Order is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering consulting services for the Bob Sikes WRF Surface Water and Biological Monitoring Project (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY).

Requirements contained in the Florida Department of Environmental Protection (FDEP) operating permit for the Bob Sikes WRF (FLA010181), require surface water and biological monitoring down-gradient of the effluent disposal site within adjacent or nearby waterways. Quarterly water quality and biennial SCI monitoring are required through the expiration date of the current permit. This Task Order provides authorization to continue the scheduled monitoring for the 2019 fiscal year, ending September 30, 2019. The activities that are included in this task order are described in "Article B. Scope of Services."

Article B. Scope of Services:

The CONSULTANT agrees to furnish general professional engineering and technical services required to perform surface water and biological monitoring, sampling and analysis, at the following locations:

• At one (1), previously designated location within an adjacent or nearby waterway down-gradient of the subsurface ex-filtration system at Bob Sikes WRF.

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. Water Quality and Biological Monitoring
- 2. Preparing Quarterly Reports
- 3. Permitting Assistance
- 4. Project Management and Meetings

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

Work Task 1. Water Quality and Biological Monitoring

Water Quality Monitoring

CONSULTANT will conduct four (4) quarterly water quality monitoring events at each of the previously designated surface water sites. Samples will be analyzed for pH, specific conductance, temperature, dissolved oxygen, total nitrate-nitrogen, total nitrogen, total phosphorus, ortho-phosphate and stream condition index

as required by the permit. To ensure QA/QC, CONSULTANT will conduct one (1) field blank and one (1) field duplicate per quarterly event for each facility. Any additional parameters will be considered outside this scope of services. CONSULTANT will provide a summary report to the COUNTY within ninety (90) days of each sampling event.

Biological Monitoring

A stream condition index (SCI) is required every even year (2016, 2018, etc.) for the Bob Sikes WRF. Under this Task Order, an SCI will not be performed for this location.

Work Task 2. Quarterly Reports

Upon receipt of the quarterly field and laboratory data collected under Work Task 1 CONSULTANT shall review quarterly data and provide technical analysis summary. The summary will present a general analysis of the data with respect to current and proposed State Water Quality Standards.

Work Task 3. Permitting Assistance

The specific services that CONSULTANT shall provide include permitting tasks necessary to coordinate and meet with representatives of the COUNTY and FDEP regarding the WRF Permit with respect to the results of the sampling and analysis performed in Work Tasks 1 and 2. The specific scope of services that CONSULTANT shall provide in this work task shall be developed following the completion of Work Tasks 1 and acceptance of the quarterly reports by the COUNTY, but generally shall include:

- CONSULTANT shall meet with FDEP representatives to discuss the PROJECT and the proposed permitting activities and requirements.
- CONSULTANT shall prepare and complete submittals associated with this scope of work, as may be
 required by the FDEP permitting process, and submit it to the COUNTY for review. Following review by
 the COUNTY, CONSULTANT shall adjudicate any comments, prepare a final version of the report, and
 submit it to COUNTY.

Work Task 4. Project Management and Meetings

CONSULTANT shall provide and perform general professional engineering 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 general engineering assistance, consultation, and opinions regarding the PROJECT.
- Respond to general questions on engineering matters as requested by COUNTY's designated representative.
- Prepare subcontracts with Subconsultants to perform the field work required under Work Task 1.
 CONSULTANT shall also coordinate the Subconsultant activities to ensure compliance with the COUNTY's wastewater permit.
- Perform general administrative project tasks associated with the management of the project.

Article C. Compensation Provisions:

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with Article 2 of the 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 \$25,000.00.

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed information and the actual costs of the scope of services shall depend on actual labor and expenses, final project conditions, schedule, and other variables. CONSULTANT shall keep COUNTY informed of progress. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling. Payment for services shall be retroactive to the commencement of FY 2019, which is also the effective date of referenced contract.

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: Joseph G. Crews, PE, Sr. Project Manager	
signature dat		
Address:	Address:	
1804 Lewis Turner, Blvd., Ste 300	1988 Lewis Turner Boulevard	
Fort Walton Beach, FL 32547	Fort Walton Beach, FL 32547	
Telephone : 850-651-7172	Telephone: 850.244.5800	

TASK ORDER APPROVAL FORM

CONTRACT #: <u>C18-22678-WS</u> TASK ORDER #: <u>01</u> TASK ORDER AMOUNT: <u>\$ 18,600</u>	CONSTANTINE ENGINEERING, INC. MASTER AGREEMENT ENG SVS EXPIRES: 09/30/2020 W/2 1 YR RENEWAL
OFFERED BY CONSULTANT:	
CONSTANTINE ENGINEERING	
FIRM'S NAME	
JOSEPH G. CREWS, P.E. REPRESENTATIVE'S PRINTED NAME	
Mosph & Cems	
SIGNATURE	
Senior Project Manager/Owner TITLE	June 14, 2018 DATE
RECOMMENDED FOR APPROVAL (Department Director)	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) \$25,000 or less approved by Purchasing Director Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator In excess of \$50,000 approved by the Board.
SIGNATURE Directn TITLE	PURCHASING DIRECTOR OC 128/2018 DATE
COUNTY ADMINISTRATOR (if applicable)	CHAIRMAN (if applicable)
DATE	DATE

TASK ORDER 01

THIS TASK ORDER IS ISSUED UNDER THE AGREEMENT FOR CONSULTING SERVICES DATED FEBRUARY 6, 2018, BETWEEN THE COUNTY OF OKALOOSA COUNTY, FLORIDA AND CONSTANTINE ENGINEERING, INC., WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, CONCERNING

Scope of Basic Services to Provide Professional Engineering Consulting Services for the Beasley Park Sanitary Sewer Improvement Project

Article A. Purpose:

The purpose of this Task Order (TO) is to authorize and direct CONSULTANT (Constantine Engineering, Inc.) to proceed with professional engineering design, permitting, bidding and construction services for the Beasley Park Sanitary Sewer Improvements Project (PROJECT) for the Okaloosa County Tourist Development Department (COUNTY).

The COUNTY has determined that at this time it will replace the existing duplex grinder station and control panel to serve the Beasley Park. The CONSULTANT has inspected the current infrastructure and is recommending relocating the pumps station with a new larger pump station with controls and telemetry. Additional a new upstream settling tank will be included with this design. The specific activities that are included in this TO are described in "Article B.

Article B. Scope of Services:

The Scope of Services authorized in this TO include, but not limited to, general professional engineering and technical services required to develop design construction documents (plans and specifications) to construct a new public sanitary sewer system for the Beasley Park. The design will include a new raw wastewater lift station, extension of the influent gravity sewer service and re-piping to the existing 2" force main currently connected to the public sewer system. Also, the CONSULTANT's scope shall include providing preparing the Florida Department of Environmental Protection (FDEP) permit documents (if applicable) and assistance to the COUNTY for final submittal. Finally, CONSULTANT shall develop the design construction documents based on soliciting a licensed Contractor / Plumber (CONTRACTOR) to install the pump station, and associated piping and electrical.

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 Services
- 2. Permitting Assistance
- 3. Bid Phase Services
- 4. Construction Services

Specific services to be performed under this TO that may be authorized by the COUNTY's representative are presented below.

Meetings

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

Work Task 1 - Design Services

- 1.1 Design Tasks for Construction Performed by County Forces
- 1.1.1 Beasley Park Collection System
- 1.1.1.1 CONSULTANT shall design a new or extension of a gravity sanitary sewer service to serve the facilities. The design shall include PVC SDR 26 lateral services and fittings, non-lined concrete manholes without steps, FDOT traffic rated manhole ring and cover. The design shall be by FDEP and Design Guidelines. Therefore, the design shall include limiting the maximum depth of excavation for this service to a 5' depth.
- 1.1.1.2 CONSULTANT shall design a new concrete or fiberglass below grade holding/settling basin with the anti-floatation bottom. The basin will be in line with the gravity sewer service and upstream of the lift station for collection of large solids and grit. The units will be sized to allow for a minimum volume for sufficient settling to occur. Therefore, the design shall include limiting the maximum depth of excavation for this service to a 10' depth.
- 1.1,2 Beasley Park Lift Station & Force Main
- 1.1.2.1 CONSULTANT shall design a new grinder lift station to convey the wastewater received from the Beasley Park to the public sewer system. Also, the capacity expansion will be incorporated into the design to accept and convey flows based on 60% of the average daily water consumption based on the 2016-2018 water meter readings. Additional a 6.0 peaking factor will be applied for high traffic holiday events.
- 1.1.2.1.1 The new duplex submersible lift station shall be designed with either recessed impeller or grinder submersible pumps; discharge piping with below grade valves; by-pass valves and emergency floats; and a new fiberglass wetwell with aluminum safety grated access hatches. The design will include pumping redundancy measures to meet the FDEP level of service requirement.
- 1.1.2.1.2 CONSULTANT shall use the industry standard pump station electrical and telemetry panel design information to develop design documents for a new I&C & remote telemetry for the proposed new pumps, and new motor controls.
- 1.1.2.1.3 CONSULTANT shall coordinate with Gulf Power on running the primary electrical service (480v, 3ph power or a delta 480v type service) to the site. A cost analysis will be presented to the COUNTY on feasibility, constructability and a recommendation based on the pump selection.
- **1.1.2.2** CONSULTANT shall evaluate the existing 2" force main and determine if it adequate to utilize for the design or if a larger/new force main will be required.
- 1.1.2.2.1 The design shall include locations of isolation, by-pass, air release and vacuum valves.
- **1.1.2.2.2** CONSULTANT shall identify and provide special details for pipe connections, crossing and bypass requirements.
- 1.1.2.3 The CONSULTANT shall develop construction documents (plans and specifications) for competitive bidding to solicit a construction contract with a CONTRACTOR to perform the work to abate the existing pump station, replace or extend the gravity sewer service, install the new below-grade settling tank, install a new lift station and associated piping and electrical.
- **1.1.2.4** CONSULTANT shall develop detail drawings and specifications by most current state and local building code requirements for the lateral service piping and connection, including material type, slope, deflection, and wye or clean-out locations.
- 1.2 30% & 90% Design Tasks for Work Performed by the County or by a General Contractor
- 1.2.1 Design (30%)

- 1.2.1.1 CONSULTANT shall perform limited Level "A" and "B" Subsurface Utility Engineering (SUE) services of the proposed gravity sewer mains, lift station and force main routes and tie-in locations. This preliminary engineering phase intends to determine the proper location, depths, controls, and constructability in conjunction with the COUNTY's installation and operation requirements to ensure a final design that is satisfactory to the COUNTY. The CONSULTANT will coordinate this activity with the COUNTY's staff for inclusion in the final topo drawings for the PROJECT.
- **1.2.1.2** CONSULTANT will research and provide a summary comparison of applicable equipment to be considered by the COUNTY for the for controls and telemetry, including annual monitoring cost.
- 1.2.1.3 CONSULTANT will conduct a 30% field review meeting, along with the COUNTY's Project Manager to review the proposed layout and address any changes in conditions or utility conflicts noted. The CONSULTANT distributed to the COUNTY will maintain meeting minutes.
- 1.2.2 Design (90%)
- **4.2.2.1** CONSULTANT will perform final engineering design and submit final contract documents to the COUNTY's Project Manager. The final engineering phase intends to further refine the design of the PROJECT concerning permeability, constructability, costs, and to prepare the plans and specification for construction of the PROJECT by the COUNTY or CONTRACTOR as appropriate. CONSULTANT shall perform the following final engineering services:
- **1.2.2.1.1** Review and incorporate comments from 30% design review meeting.
- **1.2.2.1.2** Finalize piping and pumping equipment selection. Finalize site, power service, and pumping station configuration. Complete final procurement bid proposal and alternative selections if applicable.
- **1.2.2.1.3** Finalize details and specifications. Provide procurement documents to COUNTY for review.
- **1.2.2.1.4** Finalize cost estimate for the COUNTY to assist with the budgeting of the PROJECT.
- 1.2.2.1.5 Prepare 100% plans for the construction of the PROJECT incorporating any comments from the 90% design review or changes required by construction permitting. Provide two (2) complete sets of plans and specifications signed and sealed in full and half-scale to the COUNTY's Project Manager for the PROJECT.
- **1.2.2.1.6** The drawings will follow CONSULTANT CAE/CAD standards. AutoCAD®, Version 2016 or later will be used to develop the drawings.

Work Task 2 - Permitting Assistance

As the PROJECT's Engineer-of-Record, the CONSULTANT shall act as an agent of the COUNTY to prepare, submit, and obtain any necessary permits for the PROJECT related to the design. The primary permit will be from the FDEP's wastewater division for the construction of the PROJECT. The specific scope of services that CONSULTANT shall provide in this work task shall be based on the 90% design drawings, subject to acceptance by the COUNTY.

- 2.1 CONSULTANT shall perform FDEP permitting services to include preparing and submitting the FDEP form 62-604.300(8)(a), Application for Constructing a Domestic Wastewater Collection/Transmission System for the new gravity sewer system, pump station and force main.
- **2.2** The administrative cost of the permit is not included in this Scope of Services and will be paid by the COUNTY.

Work Task 3 - Bid Phase Services

The specific bid phase services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- **3.1** The CONSULTANT shall prepare Request for Bid solicitation documents for the following procurement services:
- **3.1.1.1** Pumps, Piping, Wetwell, Controls, Settle Basin and Telemetry.
- 3.2 The CONSULTANT will prepare competitive construction contract documents, including COUNTY "front end" documents, technical specification and technical drawings to solicit bids from licensed CONTRACTOR(s) for work described in Work Task 1.
- 3.3 The CONSULTANT shall prepare one electronic and one original hard copy of the 100% Contract Documents for each of the identified procurement packages and submit to the COUNTY for Contract Review. Following review by the COUNTY, the CONSULTANT shall adjudicate any comments; prepare the Final Contract Documents and submit an electronic version of the entire solicitation package to the COUNTY's Project Manager for final approval.
- 3.4 Upon approval by the COUNTY, the CONSULTANT shall coordinate with the COUNTY Purchasing Department to finalize bid advertisement and procurement document management. All plans, specifications, and addendums will be transmitted and tracked electronically by the CONSULTANT.
- **3.5** The CONSULTANT shall lead a pre-bid conference with the COUNTY, interested bidders, and others as necessary.
- **3.6** The CONSULTANT shall assist the COUNTY by providing technical consultation during bidding and in evaluating and recommending award of the Contract for construction.
- **3.7** CONSULTANT shall assist the COUNTY to execute the conformed contract documents at the time of award.

Work Task 4 - Construction Services

The specific SDC Services that CONSULTANT agrees to furnish to the COUNTY for the PROJECT are described below.

- **4.1** Attend meetings as may be reasonably necessary, and as requested by the COUNTY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.
- **4.2** Attend a Pre-construction Conference with the COUNTY, the CONTRACTOR, and other appropriate parties.
- **4.3** Attend meets with representatives of the COUNTY, the CONTRACTOR, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction activities of the PROJECT.
- **4.4** Consult and advise COUNTY, the CONTRACTOR during construction and provide technical interpretations of the drawings, specifications, and Contract Documents.
- **4.5** Evaluate CONTRACTOR requested deviations from the approved design or specifications of the PROJECT and submit a recommendation to the COUNTY, and otherwise assist the COUNTY in the evaluation of the cost of necessary changes to the PROJECT.
- 4.6 Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data. The CONSULTANT shall review these data for general conformance with the design concept of the PROJECT and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the CONTRACTOR of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.

- **4.7** Make periodic visits to the site of the PROJECT to observe the progress of the work and to determine if, in general, the work is proceeding by the intent of the Contract Documents.
- **4.8** Make a final review of the construction to determine if, in general, the work has been completed in conformance with the intent of the Contract Documents.
- **4.9** Oversee field testing, verification, and start-up services to assure the system is performing and reporting by approved COUNTY Operational guidelines. Verify all required alarms and reporting data is being properly captured and transmitted.
- **4.10** Recommend to the COUNTY the amounts of payments due to the CONTRACTOR(s) as outlined in the construction Contract.

Clarifications

- Authorization to proceed to perform any work outside of the above Scope of Services would be in the
 form of a written and executed revision to this Scope of Services. Delays caused by actions beyond the
 control of CONSULTANT shall constitute a change and CONSULTANT shall be compensated for
 additional costs incurred because of the delays.
- The design will be based on the federal, state, and local codes and standards in effect or that may be reasonably known, on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
- If additional services are necessary due to the rejection of bids and re-bidding of the PROJECT when such
 actions are for causes beyond CONSULTANT's control, these services would be considered outside of the
 Scope of Services.
- Surveying services of site, route, topography, boundary or utilities are not included. COUNTY will
 perform all surveying services, including construction staking and final as-built information.
 CONSULTANT will provide coordination effort only.
- Geotechnical services of site and route are not included. CONSULTANT's design shall be based on typical coastal sand characteristics for this area.
- Only limited resident observation (RO) services are included.
- Should additional Construction Services be necessary resulting from prolonged delinquency or because
 of damage to the construction of the PROJECT caused by fire, flood, earthquake, or other acts of God, all
 exclusive of additional work resulting from litigation these services would be considered outside of the
 Scope of Services.
- The COUNTY will pay the CONSULTANT per standard practice and monthly invoices procedures currently in place.

Article C. Compensation Provisions:

As compensation for providing the services described in this Task Order, COUNTY shall pay CONSULTANT in accordance with February 6, 2018, Agreement.

The Total Budget Ceiling for this Task Order is \$18,600. 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	Work Task Cost Amounts	Compensation Method
1. Engineering Design Services	\$ 10,000	Lump Sum

2. Permittir	ng Assistance	\$ 800	Lump Sum
3. Bid Phas	e Service	\$ 3,900	Lump Sum
4. Construc	tion Phase Services	\$ 3,900	Time & Material
	Total Overall Budget Ceiling	\$18,600.00	

CONSULTANT will keep COUNTY informed of progress so that the Total Overall Budget Ceiling and work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated Total Overall Budget Ceiling, as may be adjusted, nor is COUNTY obligated to pay CONSULTANT beyond these limits. The Scope and Total Overall Budget Ceiling for this Task Order can be increased with an Authorized Revision to this Task Order when executed by both parties. When any amount has been increased, CONSULTANT's excess costs expended before such increase will be allowable to the same extent as if such been incurred after the approved increase.

Time and Material (T&M) Work Tasks: Items 4 in the above table will be performed as time and material compensation. The budget ceilings are an approximation and may require budget adjustments as the PROJECT progresses. Such adjustment may be approved by the COUNTY without a Revision, provided the Total Overall Budget Ceiling is not exceeded. Adjustments mentioned above would occur with the submittal of each invoice and would be approved by the COUNTY via payment of the invoice.

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 Approval by COUNTY September 30, 2020

Article E. Authorized Representatives:

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

For COUNTY	For CONSULTANT	
Name: Jennifer Adams, Director	Name: Joseph G. Crews. PE, Sr. Project Manager	
signature date	signature Court	6/14/2018 date
Address:	Address:	
1540 Miracle Strip Parkway, SE	1988 Lewis Turner Boulevard, Unit 3	
Fort Walton Beach, FL 32548	Fort Walton Beach, FL 32547	
Telephone: 850-651-7131	Telephone: 850.244.5800	



June 14, 2018

Project No. 100502.01

Ms. Jennifer Adams, Director Okaloosa County Tourist Development 1540 Miracle Strip Parkway, SE Fort Walton Beach, FL 32548

Subject: Task Order 01– Professional Engineering Consulting Services for the Beasley Park Sanitary Sewer Improvement Project

Dear Ms. Adams,

Enclosed for your review and approval are three copies of Task Order 01– Professional Engineering Consulting Services for the Beasley Park Sanitary Sewer Improvement Project which includes the work required to:

- General professional engineering and technical services required to develop design construction documents (plans and specifications) to construct a new public sanitary sewer system for the Beasley Park.
- The design will include a new raw wastewater lift station, extension of the influent gravity sewer service and re-piping to the existing 2" force main currently connected to the public sewer system.
- Preparing the Florida Department of Environmental Protection (FDEP) permit documents (if applicable) and assistance to the COUNTY for final submittal.
- Develop the design construction documents based on soliciting a licensed Contractor / Plumber (CONTRACTOR) to install the pump station, and associated piping and electrical.

This task order includes a budget ceiling of \$18,600. Please review this task order with staff and, if it is acceptable, please execute both copies and return one copy to me for my files.

Please call me at 850-978-0015 if you have any questions or comments.

Sincerely,
Constantine Engineering, Inc.

Joseph G. Crews, P.E. Senior Project Manager TCG FWB FIIe

9

1988 Lewis Turner Blvd. Unit #3 ort Walton Beach, FL 32547



850-244-5800



www.tcgeng.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/21/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to

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5479A Old Bethel Road Crestview, FL 32536					Bink Vint				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2017

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 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:					
Marsh Sponsored Programs					PHONE (A/C, No, Ext):800-338-1391 FAX (A/C, No): 888-621-3173					
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PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

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DeRita Mason

From:

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

Sent:

Monday, January 22, 2018 1:25 PM

To:

DeRita Mason

Cc:

Lynn Hoshihara

Subject:

RE: Constantine Contract

This is approved for legal sufficiency.

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

Sent: Monday, January 22, 2018 12:26 PM

To: Parsons, Kerry Cc: Lynn Hoshihara

Subject: Constantine Contract

Here is the final one for W&S.

DeRita



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."

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TASK ORDER AGREEMENT FOR CONSULTANT SERVICES

(Master Services Agreement)

Between

The Board of County Commissioners of Okaloosa County
And
CONSTANTINE ENGINEERING, INC.

This Agreement made on 6th of February , 2018 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Constantine Engineering, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 1988 Lewis Turner Blvd., Unit 3, Ft. Walton Beach, Florida 32547.

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;

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:	Joseph G. Crews
Title:	Vice-President
Company:	Constantine Engineering
Address:	1988 Lewis Turner Blvd
	Unit 3
	Ft. Walton Beach, FL 32547
Telephone:	850-244-5800
Facsimile:	850-862-5808
E-Mail:	jcrews@tcgeng.com

13.3.1.3 Courtesy copy to:

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Fax: 850-680-5008

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 **OF PUBLIC** RECORDS \mathbf{AT} OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 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 Board of Okaloosa	County Commissioners of		ULTANT FANTINE ENGINEERING, INC.
Ву:	Graham W. Fountain	Ву:	Musiph B. Crews
Title:	Chairman	Title: _	Vice-President
Attested:	Day J. Sant		ll l
	J.D. Pedcock II, Clerk ************************************	END	David Marshall *********

Exhibit A—Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Constantine Engineering, Inc.'s for the initial 3-year contract period (Fiscal Year 2018 – 2020) compensation and hourly per diem rate schedule of charges and for the Optional 1- 2yr Renewal period (Fiscal Year 2021 – 2022).

Compensation

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

	Hourly Per Diem Rate (\$)			Hourly Per Diem Rate (\$)	
Classification	FY 2018- 2020	FY 2021- 2022	Classification	FY 2018- 2020	FY 2021- 2022
Principal	196.00	202.00	Senior CADD Designer	88.00	93.00
Sr Reviewer / Consultant	192.00	202,00	CADD Designer	80.00	83.00
Program Manager	193.00	202.00	CADD Technician	75.00	78.00
Senior Project Manager	188.00	194,00	Senior Construction Manager	187.50	194.00
Project Manager	162.00	168.00	Construction Manager	160.00	165,00
Professional Engineer III	149.00	154.00	Construction Inspector III	98.00	101,00
Professional Engineer II	135.00	140,00	Construction Inspector II	82.00	84.00
Professional Engineer I	122,00	126,00	Construction Inspector I	71.00	74.00
Engineering Associate II	104.00	106,00	SUE Supervisor	98.00	102.00
Engineering Associate I	90.00	93.00	Field / SUE Tech II	69,00	71.00
Sr Environmental Scientist	135,00	145.00	Field / SUE Tech I	59.00	61,00
Environmental Scientist	74.00	76.00	Clerical/Administrative II	64.00	66.00
IT Specialist / Manager	147.00	152.00	Clerical/Administrative I	54.00	56.00
Sr GIS/Database Programmer	109.00	116.00	2- Man Line Verification Team	192.00 (1)	199.00 (1)
GIS Technician 80.00 85.00		2-Man Manhole Inspection Crew	167,00 (2)	172.50 (2)	
			1-Man GPR/Locating Crew	147.00 (3)	152.00 (3)
			1-Man GPS Crew	123.00 (4)	127.00 (4)

Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
 Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.

(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.

(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate (\$)
Mileage (County Rate)	Cost
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Lodging & Travel (Federal GSA Rates)	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services	Cost + 5%
Special Owner Requested Computer Software (1)	Cost + 5%

⁽¹⁾ Includes hydraulic modeling, or specific owner requested. Geographic information system (GIS) software including the Arc-ESRI products utilized for utility mapping and attribute management purposes are excluded.

Table 3. Standard Rates for SSOCOF Services

CONSULTANT shall charge the CLIENT based on the following ticket schedule:

	Cost per Ticket (\$)			
SSOCOF Positive Response Code	FY 2018-2020	FY 2021-2023		
1, 2, 3, or 8	78.00	79.50		
3ga	43.00	44.50		
4	25.00	25.50		
5	37.50	39.00		

The cost per ticket is based on each Sunshine State One-Call of Florida service location ticket and the positive response code assigned to the ticket. The specific services that will be provided by CONSULTANT for these rates are described in individual task orders. These charges include the costs associated with ticket management and line location services, including communications, computer, overhead, travel, personnel, equipment, and direct

****** END *****

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:

- 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 Nondiscrimination 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
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

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

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

REQUEST FOR QUALIFICATION! ACKNOWLEDGEMENT

	E GINEERING SERVICES FO FER & SEWER		Q NUMBER: WS 69-17
LAST DAY I	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 OPE	NING DATE & TIME WI	LL NOT BE CONSIDERED.
terms, specifications accepted unless all contents and contents all contents are the containing sealed qualifications account is services used by Qualifications may respondent accepted.	s and conditions set forth in this R conditions have been met. All qualtions must be sealed and received be above. The official clock for the ponference & Training Room, #305 nalifications must reference the "R not responsible for lost or late delithe respondent. Neither faxed not be withdrawn for a period of sinknowledgement form be KNOWLEDGEMENT FORM BE BID. BIDS WILL NOT BE ACCESTONDENT. Constantine Engineering, Inc. 1988 Lewis Turner Blvd.	FQ are incorporated into your ifications must have an autility the Okaloosa County Cleourpose of receiving qualifications of the Journal of the Journal of T	bove referenced goods or services. All our response. Qualifications will not be horized signature in the space provided rk of Court by the "RFQ Opening Date eations is located in the Clerk of Court, St., Crestview, FL 32536. All envelopes and the "RFQ Opening Date & Time". He U.S. Postal Service or other delivery sted qualifications will be accepted. Pening unless otherwise specified. TED, SIGNED, AND RETURNED AS RM, SIGNED BY AN AUTHORIZED
-	Unit #3		
CITY, STATE, ZIP	Ft Walton Beach, FL 32547	26 1200000	
TELEPHONE NUMBER: EMAIL:	IDENTIFICATION NUMBER (FEIN): 850-244-5800	26-1308592 EXT: FA	x: 850-862-5808
OTHER RESPONDENT RESPECTS FAIR AND COLICITATION AND COLIC	T SUBMITTING FOR THE SAME MEDICAL COLLUSION OR FRAUE CERTIFY THAT I AM AUTHORIZED THE SAME MEDICAL COLLUSION OF FRAUE CERTIFY THAT I AM AUTHORIZED THE SAME MEDICAL COLLUSION OF THE SAME	ATERIALS, SUPPLIES, EQUIF OF I AGREE TO ABIDE BY A O SIGN THESE DOCUMENTS F TYPED OR PRINTER	Joseph G. Crews
TITLE. Vice-Preside	nt	DATE July 26, 2013	/

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 Qualifications.
 - 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 Okaloosa 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 (I 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. <u>Proposal Information</u> 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 proposal or 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.
- 7. 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 drug-free 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. 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 (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	<u>LIMIT</u>
Τ.	1.) State 2.) 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.

DATE:	July 26, 2017	SIGNATURE: Nysaph 1 Crew
COMPANY:	Constantine Engineering, Inc.	NAME: Joseph G. Crews
ADDRESS:	1988 Lewis Turner Blvd.	(Typed or Printed)
	Unit #3	TITLE: Vice-President
	Ft. Walton Beach, FL 32547	E-MAIL: <u>jcrews@tcgeng.com</u>
PHONE NO.:	850-244-5800	

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES		NO_X	
NAMI	E(S)	POSITION(S)	
FIRM NAME:	Constantine Engineering, I	nc	
BY (PRINTED):	Joseph G. Crews		
BY (SIGNATURE):	Mysaph H. Cu	<u>u</u>	
TITLE:	Vice-President		
ADDRESS:	1988 Lewis Turner Blyd. Un	it 3	
	Fort Walton Beach, FL 3254	7	
PHONE NO.	850.244.5800		
E-MAIL	jcrews@tcgeng.com	**************************************	

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.

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

above require	ments.	
DATE:	July 26, 2017	SIGNATURE: Nuraph N. Cu
COMPANY:	Constantine Engineering, Inc.	NAME: Joseph G. Crews
ADDRESS:	1988 Lewis Turner Blvd. Unit #3	(Typed or Printed)
	Ft. Walton Beach, FL 32547	TITLE: Vice-President
PHONE NO :	850-244-5800	E-MAIL: jcrews@tcgeng.com

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 representing Constantine Engineering, Inc.

Signature Company Name

On this <u>26th</u> day of <u>July</u>, 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.

Constantine Engineering, Inc.

Proposer's Company Name 1988 Lewis Turner Blvd. Unit 3 Ft. Walton Beach, FL 32547

Physical Address 1988 Lewis Turner Blvd, Unit 3

Ft. Walton Beach, FL 32547

Mailing Address

850-244-5800

Phone Number

850-978-0015

Cellular Number

July 26, 2017

DATE

Authorized Signature – Manual

Joseph G. Crews

Authorized Signature - Typed

Vice-President

Title

850-862-5808

FAX Number

850-978-0015

After-Hours Number(s)

(REVISED: JANUARY 12, 2001)

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.	DATE
1	July 25, 2017
2	July 26, 2017
	•
	•
·	

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:	Constantine Engineering, Inc.
Physical Address & Phone #:	1988 Lewis Turner Blvd. Unit 3
	Ft. Walton Beach, FL 32547
	850.244.5800
Contact Person (Typed-Printed):	Joseph G. Crews
Phone #:	850.244.5800
Cell #:	850.978.0015
Email:	jcrews@tcgeng.com
Federal ID or SS #:	26-1308592
Respondent's License #:	CA 27931
Fax #:	850.862.5808
Emergency #'s After Hours, Weekends & Holidays:	850,978,0015

LIST OF REFERENCES

Owner's Name and Address: JEA
21 W Church St; Jacksonville, FL 32202
David J. Kowalski, P.E.,
Contract Person O&M Engineering Manager Telephone # (904) 665-8356
Email: KowaDJ@JEA.com
Owner's Name and Address: St. Johns County Utility Department
1205 State Road 16; St. Augustine, FL 32084
Frank Kenton,
Contract Person: Assistant Director Telephone # (904) 209-2709
Email: fkenton@sjcfl.us
Owner's Name and Address: Okaloosa County Water and Sewer Department
1804 Lewis Turner Boulevard, Suite 300; Ft. Walton Beach, FL 32547
Contract Person: Jeff Littrell, Director Telephone # (850) 502-0359
Email: jlittrell@co.okaloosa.fl.us
Owner's Name and Address: Emerald Coast Utilities Authority
9255 Sturdevant St.; Pensacola, FL 32514
Bill Johnson,
Contract Person: Engineering Director Telephone # (850) 969-3309
Email: william.johnson@ecua.fl.gov
Owner's Name and Address: Gulf Power
One Energy Place; Pensacola, FL 32420
Jason Weaver,
Contract Person: Distribution Contract Serv. Telephone # (850) 429-2786
Email: JIWEAVER@southernco.com

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Constantine Engineering, 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.

Noserale M. Crew	Signature of Contractor's Authorized Official
1	Name and Title of Contractor's Authorized Official
July 26, 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 X	No
If yes, you must identify how you confirm business location below:	ed this information or who you spoke with within your area of
Reciprocal Only	·
Constantine Engineering, Inc.	Museal H. Crew
Respondent's Company Name	Authorized Signature – Manual
	Joseph G. Crews
·	Printed Name
	July 26, 2017
	Data

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	Constantine Engineering, Inc.
2. This sworn statement is submitted by	Joseph G. Crews
Whose business address is: 1988 Lewis T	urner Blvd. Unit 3; Ft. Walton Beach, FL 32547
and (if applicable) its Federal Employer Id	lentification Number (FEIN) is . 26-1308592
(If entity has no FEIN, include the Social 3	Security Number of the individual signing this sworn
statement:	
3. My name is Joseph G. Crews	and my relationship to the entity named
above is Vice-President of Constantine	Engineering, Inc.

- 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.

	ed on information and belief, that statement which I have marked below is true in relation to the entity ting this sworn statement. [Please indicate which statement applies.]
X	Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
	There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]
	The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]
Date:	7/26/17 Signature: Juseph 1. Cur
STATE	EOF: Florida
COUN	TY OF: Okaloosa
	ONALLY APPEARED BEFORE ME, the undersigned authority, ser first being sworn by me, affixed his/her signature in the space provided above on thisday of July, in the year_2017
Му сог	nmission expires: Maluflingtage
Persona	Notary Public Michael Wayne Act And Michael Wayne Kaufman Michael Wayne Kaufman Commission # FF 205969 Print, Type, or Stamp of Notary Prioring of Expires Mar. 4, 2019 Bonded Through Ruinsurance company Type of ID

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, Women's Business Enterprises and Labor Surplus Area Firms:</u> 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. Davis-Bacon Act: (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. Clean Air Act (42 U.S.C. 7401–7671q.) 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. **Federal Changes:** 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].

above requirements.	•
DATE July 26, 2017	SIGNATURE: Mysigh M. Crus
COMPANY: Constantine Engineering, Inc.	NAME: Joseph G. Crews
ADDRESS: 1988 Lewis Turner Blvd.	TITLE: Vice-President
Unit 3	
Ft. Walton Beach, FL 32547	
E-MAIL: _jcrews@tcgeng.com	
PHONE NO. 850-244-5800	

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

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1 LETTER OF INTEREST

July 31, 2017

Mr. Greg Kisela Purchasing Manager Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536

RE: Statement of Qualifications for General Engineering Services for Okaloosa County Water & Sewer (RFQ #WS 69-17)

Dear Mr. Kisela:

We at Constantine Engineering appreciate this opportunity to continue to provide high-quality, timely, and efficient professional engineering services to the Okaloosa County Water and Sewer Department (OCWS), and to the Okaloosa County Board of County Commissioners. Since 2003, the professional and technical staff at Constantine Engineering have worked in partnership with OCWS staff to deliver cost-effective, state-of-the-art solutions to your utility needs and challenges. We work diligently to earn your trust and confidence daily, and we believe that our successful performance on numerous projects over the past decade demonstrates our capabilities and our dedication to exceeding your expectations.

Constantine has been the County's prime consultant for engineering services at the Arbennie Pritchett Water Reclamation Facility (APWRF) since 2004 when we were selected to serve as your Program Manager for the \$65 million APWRF Program. The project was a national success and won the 2011 Water/Wastewater National Merit Award from the Design-Build Institute of America (DBIA). More importantly, it was completed on time and under budget.

Constantine has continued to work in partnership with OCWS to establish regional wastewater treatment at the APWRF and to develop and negotiate several contracts with surrounding water and sewer utilities, including the City of Fort Walton Beach and Eglin Air Force Base. In 2010, Constantine provided assistance to OCWS to negotiate a formal agreement to receive and treat wastewater flows from the City of Fort Walton Beach at the APWRF; and to supply the City's golf course with as much as 1.55 million-gallons-per-day (mgd) of public access reuse water. Constantine designed and managed the construction of the 2,0-mgd filtration and chlorine disinfection system improvements at the APWRF to produce reclaimed water service within the established budget and schedule in the agreement. In 2012, Constantine designed and managed the construction services for two new pumping stations and force mains on Eglin AFB to collect and convey the wastewater flows from Eglin's two main wastewater treatment facilities to the APWRF. Following this project, Constantine assisted OCWS to negotiate with the Niceville-Valparaiso-Okaloosa County (NVOC) Regional Utility System to allow OCWS to separate from this regional facility. In 2014, Constantine designed and managed the construction services for a new pumping station to convey OCWS's wastewater flows from the NVOC WRF, and



1988 Lewis Turner Blvd. Unit #3 Fort Walton Beach, FL 32547



850-244-5800



www.tcgeng.com

RE: Statement of Qualifications for General Engineering Services for Okaloosa County Water & Sewer (RFQ #WS 69-17), Page 2 of 2

other portions of OCWS's service area, to the APWRF. The recurring savings or additional revenues generated from these regionalization projects are estimated at more than \$4 million annually, not including one-time connection or readiness-to-serve fees.

We are presently managing the \$13.5 million design/build project to expand the APWRF to 15-mgd and most recently, we successfully provided assistance to OCWS to obtain approximately \$3.0 million in funding, administered through the FDEP for additional reclaimed water treatment capacity and increase its regional partnership with Eglin AFB and the Niceville-Valparaiso Regional Sewer Board.

Selecting Constantine Engineering will translate into the following tangible benefits for OCWS:

Constantine Engineering Feature:	OCWS Benefit:
Constantine has served as a principal consultant to	Continuity -Constantine will bring its vast experience on
OCWS for water and wastewater services similar to	numerous OCWS projects to these potential projects to
those included in this RFQ.	ensure reliable, high quality engineering services.
Constantine served as OCWS' Design Engineer on	No Learning Curve -Constantine will bring its vast
nearly \$100 million in major infrastructure	experience working with OCWS staff, its familiarity with
improvement projects and we have unmatched	your water & sewer systems, its understanding of FDEP
institutional knowledge of OCWS' water & sewer	grant requirements, and its knowledgeable experience
systems.	with other grant and loan programs.
Our professional staff combines national and	Best of both worlds - OCWS benefits from an "extension
regional knowledge with past and ongoing	of staff" with national expertise and local experience and
experience with OCWS.	relationships.
Comprised largely of former staff of national	Efficient, local expertise - OCWS receives national firm
consulting firms, Constantine Engineering is	experience with the value, accessibility and
headquartered in Fort Walton Beach.	responsiveness of a small, local firm.

Supported by our other regional offices in Northwest Florida, Alabama, Georgia, and South Carolina, our lead office for General Engineering Services for OCWS will be our corporate headquarters at 1988 Lewis Turner Boulevard, Unit #3, Fort Walton Beach, Florida 32547.

As a long-time resident of Northwest Florida and professional engineering consultant to OCWS for over 31 years, I am personally committed to future improvements and sustainability of Okaloosa County's water and sewer infrastructure. As a Vice-President of Constantine Engineering, Inc., I have full power and authority to bind Constantine Engineering, Inc. to this submittal and any subsequent contractual agreements.

Sincerely,

CONSTANTINE ENGINEERING, INC.

my Dishall

Joseph G. Crews, P.E.

Vice-President



2 Business Credentials

Constantine Engineering, Inc. is a full-service consulting engineering and technical services firm made up of dedicated professionals that provide engineering and technology solutions to utility, municipal, industrial, federal, state, and commercial clients throughout the Southeast.

Constantine Engineering provides a broad range of services in markets that include water and wastewater, stormwater, natural gas, water resources management, coastal engineering, public works, software development, subsurface utility engineering (SUE), and geographic information system (GIS) mapping services.

Much of our success stems from our personal commitment, passion, and incentive to attain a vital goal: to take personal ownership in our clients' challenges. This personal commitment drives us to cultivate open and mutually beneficial relationships with our clients and key teaming partners, essentially becoming a seamless extension of their organization.

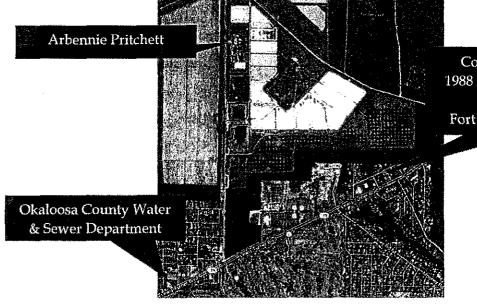
Constantine Engineering professionals focus on our clients' needs, wants, and goals throughout the duration of our projects. We highly value building a partnership around meaningful and continuous client input. Using this approach, Constantine Engineering develops optimal solutions to issues facing our client's infrastructure, without losing sight of cost, reliability, and schedule.

Our unique combination of personal commitment and industry knowledge has allowed us to provide the responsive service and quality work products that our clients expect from their partner.

2.1 OFFICE LOCATION(S)

At Constantine, we apply our client-partnership approach to everything we do, including how and where we maintain offices. Rather than concentrating all of our resources in a few large offices, we consolidate administrative and overhead functions in a single corporate office, then maintain smaller offices in more locations convenient to our valued clients across the Southeastern United States. Our corporate office, from which this project will be managed, is in Fort Walton Beach, as shown below.

Florida: Fort Walton Beach, St. Augustine,
Pensacola
Alabama: Mobile, Montgomery, Decatur,
Fort Payne
Georgia: Lawrenceville, Warner Robins,
Augusta
South Carolina: North Charleston,
Columbia



Constantine Engineering 1988 Lewis Turner Boulevard, Unit #3 Fort Walton Beach, FL 35247



2.2 BUSINESS STRUCTURE AND STAFF

Constantine Engineering, Inc. is an S-Corporation that is wholly-owned by The Constantine Group, Inc., another S-Corporation. It is not a certified minority business enterprise. The Constantine Group is an ensemble of companies that provides turnkey engineering, management, and construction services.

With more than 65 employees, of those 30 are engineers and 19 are registered PEs, and 13 offices located across the Southeast, Constantine delivers turnkey engineering, management, and construction services for wastewater engineering, wastewater treatment process design, collection and transmission design, and collection system hydraulic modeling. Our clients range from small utilities such as Pace, Florida to mega-utilities such as Jacksonville Electric Authority (JEA), Florida and Gwinnett County, Georgia.

Constantine believes in being Iocal to Okaloosa County, Florida, and utilizes the services of Jeffrey McGinnis, Anchors-Smith-Grimsley, as our corporate attorney, and maintains Coastal Bank and Trust as our primary financial institution. We have been in business serving the residents of Okaloosa County since 2003 and our financial status is strong, reliable, and growing.

2.3 EXPERIENCE WITH OCWS

The Constantine Engineering team has been working with Okaloosa County for over 14

years, and has provided engineering, construction management, and subsurface utility engineering (SUE)

Constantine's close proximity will help ensure critical and continual communications between the Constantine team and OCWS

services to support OCWS's water and wastewater operations. Constantine has performed similar engineering and management services for other utilities across the southeast. These services include serving as the Owner's Representative, Design Criteria Professional, program management, master planning and feasibility studies, design, and construction management services for water distribution, supply, treatment, and storage facilities, wastewater collection and transmission systems, pumping systems, and reclaimed water conveyance systems. We also evaluate, design, and manage construction of roadways and drainage facilities and many other public works projects. Our design services include selection of materials and preparation of specifications, estimates, and contract documents. We can provide our clients with capabilities in infiltration and inflow (I/I) reduction, hydraulic analysis, rehabilitation, hydrogen sulfide control, and customized maintenance software. Our SUE professionals

have the capabilities to locate and map buried utilities and we have provided these services within the OCWS service area for nearly 13 years.

Constantine served as the County's Program Manager for the Arbennie Pritchett Water Reclamation Facility (APWRF) Program, which included the construction of the 10 mgd APWRF, RIBs, the Garniers Repump station, force mains, and other associated projects. The total cost of the program was about \$65 million and was the largest capital contruction project in the County's history. Constantine staff worked with the County to deliver the project at a savings of more than \$1 million and about 6 months ahead of schedule.



OCWS Arbennie Pritchett WRF: DBIA 2011 National Merit Award Winner



Following the successful construction of the original Arbennie Pritchett WRF Program in 2009, Constantine worked with OCWS staff to identify and develop several agreements with other local wastewater providers to regionalize wastewater treatment at the County's new WRF. This regional strategy to market the additional capacity at the facility resulted in OCWS increasing and maximizing wastewater treatment revenues. We assisted your staff to identify, develop, negotiate, and deliver projects to consolidate wastewater treatment from other surrounding utilities at the Arbennie Pritchett WRF. These projects have enhanced revenues to OCWS and will continue to do so far into the future.



OCWS GPR Services

Constantine assisted OCWS staff to develop and negotiate the following regional wastewater projects in order to:

- Contract with the City of Fort Walton Beach to abandon its wastewater treatment plant and consolidate the City's wastewater treatment at the Arbennie Pritchett WRF
- Consolidate wastewater treatment from the new 7th Special Forces Cantonment to the Arbennie Pritchett WRF and facilitate consolidation of wastewater treatment services of other adjacent military installations at the County's facility
- Contract with Eglin AFB to consolidate wastewater treatment at the Arbennie Pritchett WRF, including design and construction management services of the Eglin Main and Plew Pump Stations
- Separate OCWS from the NVOC Regional Utilities System and to consolidate the County's
 wastewater treatment from the East County service area to the Arbennie Pritchett WRF, including
 the design and construction of 4.0 mgd East County Re-Pump station allowing abatement of three
 aging submersible pumping stations (PS).

The recurring savings or additional revenues generated from these projects are estimated at more than \$4 million annually, not including one-time connection or readiness to serve fees.

Constantine has worked with OCWS to successfully complete other major projects, including:

- Expansion of the Bob Sikes WRF
- 7th Special Forces Cantonment Sewer PS Project
- Main Island PS Project
- East County Re-Pump Station and Forcemain (FM) Project
- Improvements to the Clifford Street and Meigs Seminole PSs
- Eglin Main and Plew PSs and FM Project
- Russell Stephenson WRF Improvements Project
- APWRF Design Criteria and Owner's Representative & Consulting Engineering Services

Constantine provides other specialized engineering services to OCWS, including design and troubleshooting of the OCWS instrumentation and control (I&C) systems and the supervisory control and data acquisition (SCADA) systems. Lastly, Constantine has been assisting OCWS to track,

We are uniquely qualified to successfully deliver projects for the County because of our extensive history and understanding of OCWS' current operations

manage, and deliver annual and semi-annual permitting tasks for the U.S. EPA, FDEP, and other state and local agencies. These include developing wastewater discharge permit renewals, annual reuse water reports, annual biosolids reports, quarterly biological sampling and monitoring for the Bob Sikes and Arbennie Pritchett WRF, developing Tier 2 reports for chemical storage, risk management plans/updates, and the Industrial Pretreatment and Local Limits Study.

Constantine Engineering has also provided Subsurface Utility Engineering (SUE) services to OCWS to locate and map its buried water and wastewater assets. We have also coordinated with the County's



GIS department to update the electronic water and wastewater GIS maps to reflect the location of these buried assets. Constantine has provided these services to a number of clients in the Southeast. A select portion of these is shown in the table below.

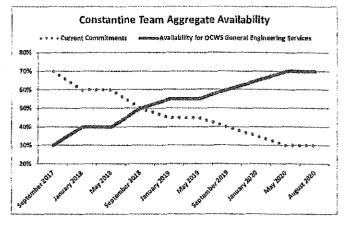
Tyndall AFB - Bay County, FL	Quality Cable and Fiber Services - Okaloosa & Escambia County, FL
NASA Stennis Space Center - Hancock County, MS	Pensacola Christian College - Escambia County, FL
NAS Pensacola - Escambia County, FL	Emerald Coast Utilities Authority - Escambia County, FL
Eglin AFB - Okaloosa County, FL	City of Pensacola - Escambia County, FL
City of Mobile - Mobile County, AL	CEFCO - Okaloosa & Walton County, FL; Mobile County, AL
Naval Construction Battalion Center Gulfport - Harrison County, MS	Warner Robins - Houston County, GA
Gulf Power - Escambia, Santa Rosa, Okaloosa, Walton & Bay County, FL	Augusta Utilities – Richmond County, GA
Jacksonville Electric Authority - St John's County, FL	Okaloosa County Water & Sewer, Okaloosa County, FL

GPR Utility Locating Sample Client List

2.4 CURRENT AND PROJECTED WORKLOADS

Constantine has developed a preliminary resource allocation plan to ensure that our key staff will meet the resource requirements required to successfully deliver any project assigned to us. By comparing the required level of effort to our staff availability, we can ensure that our approach will meet the demand of OCWS's schedule.

Constantine's current and projected workloads indicate that, while we have over 260 projects within our 12 offices, our Fort Walton Beach Office has sufficient capacity to successfully deliver the potential scope of services contemplated in the RFQ and will be further supported by our other



local Florida offices, Pensacola and St. Augustine. All OCWS projects we receive are, and will continue to be, managed through our Fort Walton Beach office.

Our project team has been organized to optimize collaboration, leverage expertise, and efficiently accomplish the tasks assigned to Constantine under this procurement.

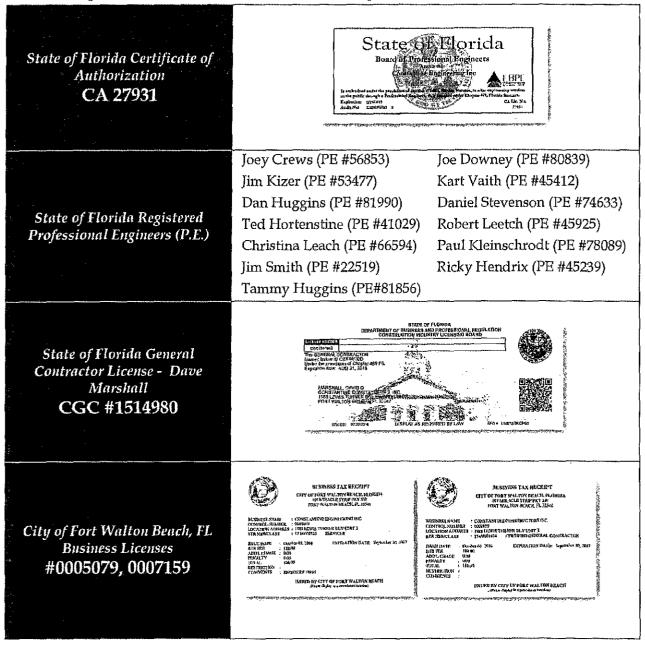
Our project team has been organized to optimize collaboration, leverage expertise, and efficiently accomplish the tasks assigned to Constantine under this procurement. As show in Section 3 below, Constantine has thirteen (13) experienced, licensed Florida Professional Engineers available to support OCWS in the successful completion of assigned projects.

Constantine's staff has unrivaled experience with OCWS and to the services contemplated for these projects, and we have the availability to successfully deliver these projects for OCWS.



3 REGISTRATION

The following table summarizes Constantine's current corporate and individual registrations:



Due to space limitations in this SOQ, copies of Florida P.E. certificates can be provided to OCWS upon request.



4 SPECIFIC ACCOMPLISHMENTS

In this section, we will summarize selected projects representative of type of engineering services work specified in this RFQ.

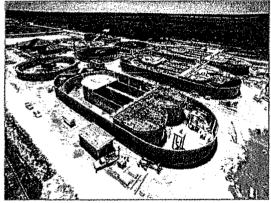
4.1 OCWS – ARBENNIE PRITCHETT WATER RECLAMATION FACILITY DESIGN-BUILD PROJECT AND EXPANSION

OCWS selected Constantine Engineering, Inc., as their Program Manager to construct the original 10 mgd Arbennie Pritchett Water Reclamation Facility. Constantine Engineering managed the \$65 million program that included the design and construction management of the 25 mgd re-pumping station to convey flow from the existing Garniers WWTP site to the Arbennie Pritchett WRF site, a 200-acre rapid infiltration basin (RIB) effluent disposal system, construction of more than 10 miles of new 8-inch to



APWRF Design-Build Project

36-inch diameter raw sewage and effluent piping, and decommissioning and demolition of the Garniers WWTP. Constantine Engineering managed the overall permitting effort for the Program, performed the conceptual design for the project, and managed the design build process. Constantine also provided administration, design, and construction services.



APWRF Expansion Project

OCWS chose to implement the construction of the 10 million-gallon-per-day (mgd) WRF using the Design-Build (D-B) project delivery approach, in accordance with the Consultant's Competitive Negotiation Act (CCNA), Florida Statute 287.055. Using this approach, the County realized substantial benefits for its customers, including timely and efficient scheduling, optimal risk allocation, competitive design selection and innovation, clear assignment of performance responsibilities to a single contracting entity, and long-term WWTP reliability and life-cycle cost savings.

In 2014, OCWS selected Constantine Engineering again as its Design Criteria Professional (DCP) and Owner's

Representative for the Arbennie Pritchett WRF Expansion Project. With this 5 mgd expansion to the APWRF, Constantine has provided professional engineering services including procuring, overseeing,

and coordinating with the design-build (D/B) contractor; preparing the Request for Qualifications (RFQ) for the D/B contractor, performing cost estimates, groundwater modeling, permitting, and engineering services during construction. We will also continue to provide resident observation, construction administration, and will coordinate complete system startup.

Project Contact Information: Mr. Jeff Littrell, Director Phone: 850.651.7171 Email: jlittrell@co.okaloosa.fl.us

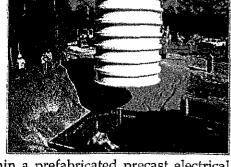
4.2 OCWS - EGLIN MAIN PUMP STATION AND PLEW PUMP STATION

Constantine Engineering provided engineering design and construction management services for OCWS' 8.5 mgd (peak flow) Eglin Main Pump Station and 2.0 mgd (peak flow) Plew Pump Station (PS); utilities that convey all wastewater previously being received and treated at the Eglin Air Force Base (Eglin) to the APWRF.

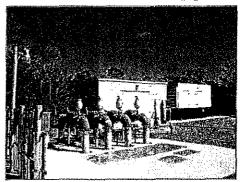


Eglin and OCWS previously entered into contract in July of 2009 to receive and treat wastewater from various locations. OCWS was requested to design and construct a new conveyance system to replace the two main wastewater treatment facilities located on the Eglin main base; diverting all of the wastewater to the APWRF. The overall design and construction included two submersible lift stations, 3.5 miles of 24" force main, and 3.6 miles of 16" force main (FM).

The scope of the Main PS and FM phases included a new wetwell system, four 160 hp submersible non-clog pumps and variable



frequency drives. All controls were elevated and housed within a prefabricated precast electrical building with a diesel driven emergency generator. The PS and discharge piping were designed to transmit a peak flow of 8.5 mgd. The anti-floatation designed RFP wetwell was 14" diameter x 22' deep. Pumps were VFD driven controlled with PLC and level transducer controls. Secondary backup floats are included along with two back-up soft start drives. All operations are controlled with local HMI and monitored remotely through fiber connected SCADA. All internal discharge piping, guiderails and pipe supports were constructed of 316L stainless steel. The 3.5 miles of 24" force main included 1925' of directional drilled HDPE pipe and 300' of jacked 36" steel casing under SR 85.



Eglin Main Pump and Plew Station

The scope of the Plew PS and FM phases included retrofitting an existing concrete wetwell with three 40 hp submersible nonclog pumps; motor control center; emergency generator. The PS and discharge piping were designed to transmit a peak flow of 2.0 mgd. Pumps were soft start PLC controlled using level transducer controls with secondary backup floats. The 3.6 miles of 16" force main included 710' of directional drilled HDPE pipe and 130' of jacked 36" steel casing under SR 85. The FM runs directly through the main base housing and emergency care

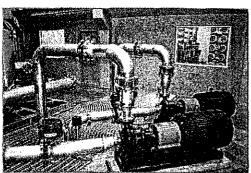
facilities with directional drilling under the primary

base access gate parkway. Installation required coordination with daily base activities and missions, temporary wastewater bypassing and MOT of FDOT and Military controlled roadways.

Project Contact Information: Mr. Jeff Littrell, Director Phone: 850.651.7171 Email: jlittrell@co.okaloosa.fl.us

4.3 Dauphin Island Water & Sewer Authority (AL) – Reverse Osmosis Water Treatment Plant

While Constantine's engineering services to OCWS have not included water system engineering, we have provided these services to many utilities throughout the Southeast. Dauphin Island Water and Sewer Authority (DIWSA) selected Constantine Engineering, Inc. to plan, permit, design, and manage construction of its new 1.3 mgd reverse osmosis water treatment facility (RO WTF). The new RO WTF replaced the existing Dauphin Island water treatment plant. Constantine worked with DIWSA from the early conceptual design of the RO WTF that included the construction of the RO Water Treatment Facility, a new 1,200 gpm raw water

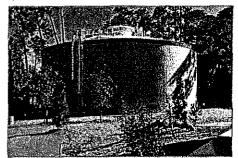


Dauphin Island WTF

well, a new 1-million-gallon ground storage clear well, installation of 6,000 feet of 12-inch raw water



main and 21,000 feet of 6-inch, 10-inch and 12-inch water distribution mains, emergency stand-by generators, and decommissioning & demolition of the existing water plant.



1 MG Ground Storage Tank

DIWSA financed construction of the facility through the Alabama State Revolving Loan funds as a part of the American Recovery and Reinvestment Act (ARRA). Constantine assisted through the complete loan process and provided technical assistance that helped to secure financing that included \$4.2 million in grant assistance and a \$2.7 million low interest loan.

DIWSA was committed to provide a low energy treatment facility and chose to pursue Leadership in Energy and Environmental Design (LEED) certification for the new RO WTF. The new water treatment plant is a unique LEED building, in that

it is targeting increased efficiencies in process loads as well as in the base building envelope and systems.

The DIWSA RO WTF is the largest of its kind in the state of Alabama and the first LEED certified municipal water treatment facility in the Southeastern United States. All materials and installed equipment used in the construction of the facility are American Made as defined by ARRA.

Project Contact Information: Mr. Vaile Feemster, Manager Phone: 251.861.2363

Email: diwsa@aol.com

4.4 JEA, Jacksonville, FL - Riverview Water Main Phase 1

JEA Project

Constantine has recently completed the design, permitting, and bidding services for JEA's Riverview Watermain Phase 1 project. This project included 9,360 LF of 2"-10" water mains in the Riverview neighborhood in Jacksonville, FL. The project includes new water mains along Bassett Road, Sappington Avenue, Carbondale Drive East, Carbondale Drive North and Lauder Ave. The purpose of the new water mains is to provide potable water and fire protection to the area residences. Permitting of the water mains was included as part of the services provided by Constantine. Estimates of probable cost were also developed at various stages for this project in

Project Contact Information:

Engineer

Phone: 904.665.8356

David J. Kowalski, P.E.,

accordance with JEA guidelines. Design phase activities included pipeline corridor route review/evaluation, geotechnical services, and site survey.

> Constantine's final design estimate of \$991,728.00 was within 5% of the lowest successful bidder of \$940,183.11. The project is currently under construction.



4.5 OCWS – SUBSURFACE UTILITY ENGINEERING SERVICES

Constantine Engineering, Inc. provides ongoing subsurface utility engineering (SUE) services, including GIS mapping and line locations, for the OCWS water and sewer systems, and for utilities at Eglin AFB and Hurlburt Field (including OCWS infrastructure located on-base). Constantine receives and process ticket requests for line locates; schedules field crews; locates, marks and photographs buried water and sewer infrastructure; and updates OCWS' GIS mapping databases. Since 2003, this program has



SUE Services

reduced the County's exposure to thousands of dollars' worth of unnecessary repairs resulting from incorrectly marked utilities. The following table summarizes the results of these services.

OCWS System Mapping Summary

Total Pipeline verified and collected:	Water Mains	519 miles
	Sewer Gravity and Force Main	329 miles
Total Surface Features collected:	Water (meters, valves, hydrants)	7,459
	Sewer (Manholes, valves)	2729
Overall pipeline collected and verified		848 miles
Overall surface features collected		10,188

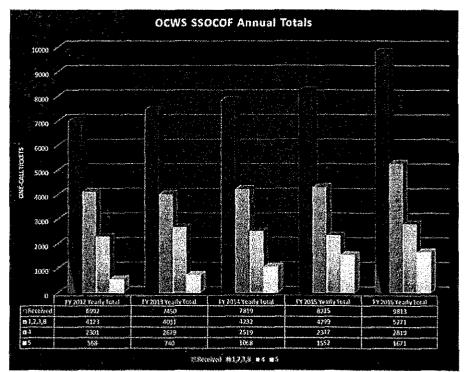
In addition, Constantine has completed the merging of historical and verified data for the Mid County and West County services areas since 2016, and estimated 145 miles of pipeline have been spatially conformed with the most current attribute data.

OCWS Line Locating Services

Since 2012, Constantine has averaged nearly 1,350 tickets per month or over 16,100 annually with almost zero incidents (0.03% of all tickets since 2012) that were attributed to errors or omissions by Constantine's SUE staff. The tables below and at right summarize results.

Fiscal	Monthly	Annual
Year	Average	Avg
FY 2012	1165	13984
FY 2013	1242	14900
FY 2014	1303	15638
FY 2015	1369	16423
FY 2016	1631	19574

OCWS SSOCOF Historical Summary FY 2012-2016





5 AREA OF EXPERTISE

Constantine Engineering's professionals have expertise in a broad range engineering fields that will be relevant to OCWS' needs, including water and wastewater, electrical engineering, general utility consulting, SUE and geographic information systems (GIS), software and modeling, engineering services during construction, alternative project delivery services, construction services, master planning, emergency response work, and grant assistance. The table below summarizes our areas of expertise and associated projects.

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5 AREA OF EXPERTISE

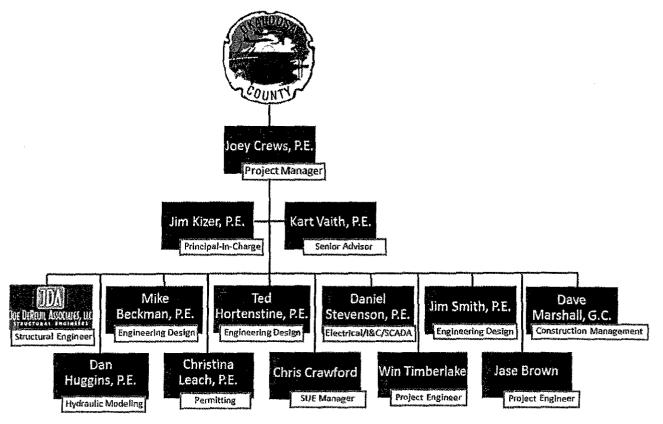
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6 PROJECT MANAGEMENT ORGANIZATION

Constantine proposes to manage OCWS engineering services projects utilizing primarily in-house professional staff as demonstrated in the organization chart below.



This team is uniquely qualified to provide the experience and expertise demanded by OCWS for protecting and improving their critical infrastructure.

- From 2007 to 2017, JOEY CREWS has served as the Program Manager for the Arbennie Pritchett WRF capital improvement programs, including management of the APWRF Design-Build projects; regionalizing wastewater treatment from the City of Fort Walton Beach, Eglin Main, Duke Field, 7th Special Forces and Camp Rudder base as well as the East County service area; APWRF 2.0 mgd reclaimed water system and current 4.0 mgd expansion; the various pumping stations and force main tie-ins; and oversight of OCWS' Owner-Purchased Equipment (OPE) Program, construction and startup; various FDEP, NWFWMD, RESTORE and FEMA grant application; Hurricane and storm related emergency assistance. He has also overseen OCWS' SUE and mapping projects. This experience will be of great value to OCWS for these projects.
- JIM KIZER was the Program Manager and Principal-in-Charge of the APWRF Program
 Management team, facilitating design meetings and contract negotiations, and over-sight of the
 many consultants and contractors. Mr. Kizer has been consulting with OCWS to support its water
 and sewer system since 1998. He is a Senior Process engineer with Constantine and will provide
 these services for these projects.
- KART VAITH has overseen the quality assurance and quality control for numerous projects, including several for OCWS. These projects have included water treatment plants, wastewater treatment plants, collection systems, pump stations, and pipelines.



- For the past 4 years, DANIEL STEVENSON has provided ongoing electrical engineering and SCADA integration and instrumentation and control (I&C) support to OCWS, including modifications and upgrades to the APWRF SCADA and CMMS systems. His expertise and understanding of instrumentation and control (l&C) systems and knowledge of the OCWS systems will ensure the success of OCWS projects.
- DAVE MARSHALL served as Constantine's Construction Manager for the APWRF program, overseeing construction and startup activities, contractor submittals and cost estimating; and will provide the same roll on engineering services projects.
- CHRISTINA LEACH provides permitting coordination at OCWS on all its FDEP and statewide requirements and prepared the 2016 Operational Permit renewal application for the Arbennie Pritchett WRF, including updating the Reuse Operating Protocol.
- JOE DEREUIL ASSOCIATES, LLC, has been Constantine's structural engineer on several OCWS projects, including the Main Island PS, the East County Re-Pump Station, and the APWRF Septage/FOG Receiving System.
- IIM SMITH and CHRIS CRAWFORD will bring their extensive experience to provide additional Engineering Design and SUE capabilities, respectively.

Resumes for these key personnel are included in the remainder of this section.

JOSEPH G. CREWS, P. E.

PROJECT MANAGER

Key Qualifications:

Mr. Crews is a Senior Project Manager with Constantine Engineering and has more than 27 years of experience in engineering design and project management. He has specific knowledge in design related issues for wastewater transmission mains; sanitary sewer submersible pump and repumping stations; and water distribution systems. He also has extensive knowledge in municipal operations, including rate analysis, budgeting, public relations, and contract management; as well as a proven ability to work with owners and contractors to produce an understandable project and low maintenance product. Mr. Crews was the Project Manager for the \$48,500,000 design/build 10 mgd wastewater treatment facility for OCWS, FL., and for the \$14M design/build 5 mgd expansion currently under construction.

Relevant Project Experience:

Wastewater Treatment

Arbennie Pritchett Water Reclamation Facility 10MGD & 5 MGD Expansion, Okaloosa County, FL

Conveyance

Eglin Main & Plew Pump Station & Force Main Project, Eglin AFB & Okaloosa County (FL) Water and Sewer

East County Force Main & Repumping Project, Okaloosa County (FL) Water and Sewer

Garniers Repumping Stations Force Mains Project, Okaloosa County (FL) Water and Sewer

Subsurface Utility Engineering

Geographic Information System Mapping Project, Okaloosa County, FL Water/Sewer System Ground Penetrating Radar Locating Project, Okaloosa County, FL



Constantine

Years of Experience: 27

Education:

Bachelor of Science, Civil Engineering, Florida State University, 1991

Florida Registrations:

Florida Professional Engineer (56853)

Professional Affiliations:

American Water Works Association Water Environment Federation Florida Water and Pollution Control Association

Florida Engineering Society

Office Address:

1988 Lewis Turner Blvd., Unit #3 Fort Walton Beach, FL 32547

-Constantine

JAMES P. "JIM" KIZER, JR., P.E.

PRINCIPAL-IN-CHARGE

Key Qualifications:

As President of Constantine Engineering, Inc., Mr. Kizer is responsible for the overall operations of the company, providing both technical and management support to our staff and clients. Throughout his career, Mr. Kizer has specialized in water and wastewater treatment processes and is recognized for his extensive experience in the planning, design, construction and operation of water and wastewater treatment facilities. He is also an experienced design/build project manager having managed water and wastewater projects ranging from less than \$1 million to more than \$50 million.

Relevant Project Experience:

Water & Wastewater Treatment

Sandy Run Creek WPC Plant Expansion, City of Warner Robins, GA Bob Sikes Water Reclamation Facility, Okaloosa County, FL Arbennie Pritchett WRF Project, Okaloosa County, FL Alternative Effluent Disposal Strategies Report, Santa Rosa County, FL

Design-Build, Alternative Project Delivery

Calls Creek WPC Plant Design-Build Expansion, Oconee County, GA Arbennie Pritchett WRF Design-Build Projects, Okaloosa County, FL Sandy Run Creek WPC Plant Expansion, City of Warner Robins, GA R.B. Simms & Lake Blaylock Water Treatment Plant, Spartanburg Water, SC

Utility Master Planning

Water Master Plan, Alexander City, AL Long-Range Water Resource Plan, Montgomery Water & Sewer Board, AL Wastewater System Comprehensive Plan, Navarre Beach, FL

KART VAITH, P.E., BCEE

SENIOR ADVISOR

Key Qualifications:

Mr. Vaith is the Executive Vice President for the Constantine Group (TCG) and has served in numerous management roles for large global engineering consulting firms. Mr. Vaith has also served as project manager or principal-in-charge for numerous water, wastewater, and conveyance system projects and programs, including those that are delivered using the design-build method.

Mr. Vaith has also been the volunteer President and Executive Director of the Florida Water Environment Association (FWEA, the WEF MA in Florida).

Relevant Project Experience:

Water & Wastewater Treatment

Reverse Osmosis Water Treatment Plant Pilot Study, St. Augustine, FL Water Treatment Plant Improvements, Bonita Springs, FL FOG Improvements, Gwinnett County GA

Arbennie Pritchett Water Reclamation Facility, Okaloosa County, FL. T.P. Smith Wastewater Treatment Plant Conceptual Evaluation, Tallahassee, FL

Master Planning and Capital Improvements

Augusta Utilities Department (AUD), GA Program Controls Software Water Quality Master Plan, Pasco County, FL Water Quality Master Plans, Bonita Springs Utilities and Tampa, FL



Years of Experience: 30

Education:

Master of Science, Civil Engineering Auburn University, 1991

Bachelor of Science, Civil Engineering, Auburn University, 1987

Bachelor of Science, Biology, Auburn University, 1984

Florida Registrations:

Florida Professional Engineer (53477)

Professional Affiliations:

American Water Works Association Water Environment Federation Design-Build Institute of America

Office Address:

1988 Lewis Turner Blvd., Unit #3 Fort Walton Beach, FL 32547





Years of Experience: 28

Education

M.S., Chemical Engineering, Michigan Technological University, 1988 B.T., Chemical Engineering (specialization in Environmental Engineering), Institute of Technology, India, 1986

Florida Registrations:

Florida Professional Engineer (45412)

Professional Affiliations:

Water Environment Federation Executive Director of Operations, Florida Water Environment Association

Office Address:

311 State Road 16

St. Augustine, FL 32084



Years of Experience: 11

Bachelor of Science, Electrical Engineering, University of Florida,

Florida Registrations:

314 N. Spring Street, Suite B

Florida Professional Engineer (74633)

Education:

2006 (Cum Laude)

Office Address:

Pensacola, FL 32501

Constanting

DANIEL STEVENSON, P.E.

ELECTRICAL / I&C / SCADA

Key Qualifications:

Mr. Stevenson has over 10 years of experience in the design and implementation of electrical power distribution and control systems for water and wastewater projects. His diverse project experience includes tasks involving detailed electrical power design; detailed electrical lighting design; detailed control panel design; Programmable Logic Controller (PLC) programming; Human Machine Interface (HMI) application development; wireless, wired and fiber optic network design and deployment; Supervisory Control and Data Acquisition (SCADA) system design, development and integration; and control system testing / troubleshooting.

Relevant Project Experience:

Water & Wastewater

Control system rehabilitation, Garniers sewage re-pumping station, OCWS, FL Reverse Osmosis SCADA, Dauphin Island Water and Sewer, AL Wastewater collection and water distribution SCADA system, OCWS, FL Water SCADA system upgrades for Destin Water Users, Destin FL Pensacola Beach WWTP Disinfection and Reuse control system design and implementation, Emerald Coast Utility Authority, FL

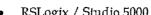
Software and Hardware

Allen Bradley

- FactoryTalk View ME & SE
- **Connected Components**
- RSLogix / Studio 5000
- CompactLogix, MicroLogix RSNetworks for DeviceNet

Wonderware

- InTouch
 - Archestra



Constantine

JAMES N. SMITH, P. E **ENGINEERING DESIGN**

Key Qualifications:

James Smith has over 19 years of experience in design and construction of water & wastewater treatment facilities, wastewater collection and pump stations, water distribution systems, potable water wells, elevated water storage tanks, reclaim water distribution mains, civil site design, storm drainage and sub-division development. James has extensive experience in the planning, design, construction and operation of water and wastewater treatment facilities. His in-depth experience consists of cutting edge design projects involving advance water and wastewater process design, including ultraviolet disinfection systems, L.E.E.D certified buildings, and membrane filtration.

Relevant Project Experience:

Water & Wastewater Treatment

Okaloosa County, FL: Bob Sikes WRF MBR Expansion and Upgrade Dauphin Island, AL: Reverse Osmosis Water Treatment Facility & Well Stewartville, AL: Potable Water Well and Transmission Main Okaloosa County, FL: Forrest Avenue Water System Improvements OCWS of Niceville, FL: College Boulevard Water System Improvement

Conveyance

JEA, Jacksonville, FL: Lakewood Water and Sewer Improvements. JEA, Jacksonville, FL: St Johns River HDD Utility Crossing City of Niceville, FL: Swift Creek HDD and Water Main Okaloosa County, FL: East County 750,000-Gallon Elevated Storage Tank Okaloosa County, FL: Swift Creek Reclaim Water Pumping Facility



Years of Experience: 19

Education:

Bachelor of Science, Civil Engineering, Auburn University, 1997 Bachelor of Science, Biology, Auburn University, 1984

Florida Registrations: Florida Professional Engineer (22519)

Professional Affiliations:

American Water Works Association Water Environment Federation National Rural Water Association American Society of Civil Engineers

Office Address:

2414 Airport Road, West Fort Payne, AL 35968



7 REFERENCES

Constantine Engineering's commitment to professi to verify the services provided by our professionals and technical staff.

Reference

David J. Kowalski, P.E., O&M Engineering Manager y JEA

> 21 W Church St Jacksonville, FL 32202 904.665.8356, KowaDJ@JEA.com

Frank Kenton, Assistant Director St. Johns County Utility Department

1205 State Road 16 St. Augustine, FL 32084 904.209,2709 fkenton@sjcfl.us

Jeff Littrell, Director Okaloosa County Water and Sewer Department 1804 Lewis Turner Boulevard,

Suite 300 Fort Walton Beach, FL 32547 850.502.0359 ilittrell@co.okaloosa.fl.us

Bill Johnson, Engineering Director Emerald Coast Utilities Authority

9255 Sturdevant St. Pensacola, FL 32514 850.969.3309 william.johnson@ecua.fl.gov

Jason Weaver, Distribution
Contract Services
Gulf Power
One Energy Place

One Energy Place Pensacola, FL 32420 850.429.2786

JIWEAVER@southernco.com

Arlington East 7e water through the plant distribution system. The first phase of this prompletion, Constantine provided engineering design, bid phase services, a:

Nassau County to to implement flow equalization. The project involved performing an h requirements was performed to select the pumps and configure the purbeen completed and will be bid in the next few months. Biscayne Terrache Constantine team met with the operations staff and developed a list & Approval Process.

Riverview Wateriew neighborhood in Duval County, FL, including new water mains alors is to provide potable JEA water to the area residences.

Bond Engineering Report to support the issuance of the Series 2016 municipal t

Automatic Meteas well as installed and programmed meter transceiver units (MXU) for

Biosolids Stabilie AIWWTP. The evaluation considered the alternatives for SJCUD to cor

Riverside Lift Sm, repairs to the emergency generator, replacement of piping and valve

Arbennie Pritchion feeding and monitoring system, including SCADA integration for thmgd effluent pump station (PS) and associated controls and SCADA inteewer Board as well the City of Fort Walton Beach while increasing its eff.

Main Island Foster Pump Station. This quadraplex wastewater pump station pumps w

East County Wara. These PSs, connected in series, are used to discharge directly to a regitential upgrades and improvements to consolidate the conveyance systmended alternatives for pipeline and PS improvements, provide bid phas 3.0 MGD PSs from their East County service area.

Dunaway Well ansmission Main Extension (Phase IV) for ECUA. The project included in, directional drilling through wetland areas, road reconstruction, bid

Lift Station No. the rehab of Lift Station No. 2. This project including demolition/repl: existing two 60 HP submersible pumps were replaced with three new 6

Lift Station No. sting lift station, construction of a new lift station, new gravity piping, a

Cantonment I& smoke testing of the gravity sewer system area for this project, and pro

GPR Utility Locactor, Mastec Energy, since 2012. The scope of services includes locatinional drilling is required to provide, repair or upgrade electrical transm

Additional Information & Comments



8 ADDITIONAL INFORMATION AND COMMENTS: EVALUATION HIGHLIGHTS

The professionals at Constantine have more than 31 years of experience working with OCWS. We have a firm understanding of the work that is requested by the County in this request for General Engineering Services because we have been successfully providing them to OCWS throughout the tenure of our service to you. Our approach includes the use of specific protocols—namely cost, time, and performance—to ensure that each project is executed within contractual constraints and exceeds OCWS's expectations.

As presented earlier in our SOQ, Constantine presently has 30 engineers, 19 of whom are registered PEs and 13 of whom are registered in Florida, along with dozens of technical support and field staff. Nine of our engineers have Masters degrees in engineering. We have the professional and technical staff with the education, training, and requisite equipment and facilities to continue to successfully deliver your projects and exceed your expectations.

Constantine is a regional firm that relies solely on our reputation to attract and retain clients as well as our talented and experienced staff. More than 80 percent of our annual workload is generated from repeat clients, some of whom our staff have worked with for more than 30 years. Our philosophy of

working in partnership with our clients compels them to continue to seek our staff's services to ensure successful delivery of their projects, demonstrating our ability to meet or exceed our clients' expectations.

Constantine has repeatedly demonstrated our ability to meet or exceed our clients' expectations

Constantine Engineering is supported by Constantine Constructors, a general construction firm licensed in Florida, Alabama, Georgia, and South Carolina. Constantine Constructors provides construction services for water and wastewater projects similar to those included in this RFQ. We utilize the tools, staff, and experience of our construction staff to assist with development of cost estimates and to provide constructability reviews for our client's projects.

Section 2.4 of our SOQ discusses our firm's current workload and our capacity to deliver future work for you. The staff proposed in this SOQ have sufficient capacity to deliver your projects. Over the past two years we have increased our staff by nearly 40 percent and we continue to grow to meet the delivery requirements of our clients.

We have the technical experience and staff to deliver the work identified in this RFQ. In Section 5, we provide a table that identifies the specific fields of work that Constantine is qualified and experienced to deliver for OCWS. This table demonstrates that we exceed the necessary qualifications to deliver the water and wastewater engineering and technical services that OCWS may require in the future.

Constantine has been performing engineering services for more than 15 years and we are financially stable and solvent. During this period, we've grown from a single office in Fort Walton Beach to 13 offices with more than 65 staff in four states. We are prepared to submit our financial statements to support our financial strength if requested.

Constantine's experience and our professional accomplishments relative to the water and wastewater engineering services contemplated in this RFQ are discussed briefly in Section 4 of this SOQ. Projects that we have completed have won national and state awards for engineering design and construction delivery. Most notably would be the national awards that the original Arbennie Pritchett WRF Design-Build Project won in 2011.

The qualifications and responsibilities of Constantine personnel to be assigned to the work contemplated in this RFQ are presented in detail in Section 6 of this SOQ. The County should rest assured that the full capacity of all of our engineering and technical staff and facilities are available to OCWS if required to deliver your projects.



Constantine maintains good working relationships with state and federal regulatory agencies, such as the USEPA, FDEP, NWFWMD, FDOT, USACE, FAA, and Eglin AFB. Constantine will continue, as we have in the past, to assist OCWS to identify and prepare the necessary documentation to obtain the required permits to implement any project assigned to us. Presently, we have a contract with OCWS to perform permitting assistance and have successfully delivered these services for more than 5 years. We have obtained 10-year FDEP operating permit renewals for all three of OCWS wastewater treatment facilities. Additionally, Constantine has provided local and federal grant/loan assistance including FEMA, CDBG, FDEP, NWFWMD, EDC, SRF, USDA, EPA and RESTORE programs. In the past 6 years, Constantine has helped OCWS to obtain over \$6 million in loan/grants to fund projects such as the Main Island Pump Station Upgrade, Arbennie Pritchett WRF Reclaimed Water Expansion and the North Lakeshore Sewer Improvements Project.

Constantine is experienced in providing program level engineering services similar to those contemplated in this RFQ. Since 2011, Constantine has executed more than 100 task orders for OCWS, including serving as the Program Manager for the Arbennie Pritchett WRF Program. We have similar roles with several other clients, including August Utilities, GA, Gwinnett County Water Resources, GA, St John's County Utilities, FL, and others with programs similar in size and scope to those herein proposed.

Constantine understands that resources are limited and that accurate planning and construction cost estimates are significant to clients managing budgets. We are experienced in developing and preparing accurate cost estimates and construction schedules, whether for evaluating alternatives or for developing and evaluating contractor requested changes or modifications.

Constantine has provided construction services on OCWS projects for more than a decade and has demonstrated the ability to observe and advise OCWS as to whether the contractor and equipment suppliers are complying with the requirements of the requisite plans and specifications. As the Program Manager for the Arbennie Pritchett WRF 10 mgd Design-Build Program, Constantine

successfully managed a \$65 million program, one of the largest capital projects in Okaloosa County history. The project was completed on schedule and \$1 million under budget. Additionally, we managed the Owner Purchased Equipment program for the County which resulted in more than \$600,000 in tax savings.

Constantine has provided construction services on OCWS projects for more than a decade

Constantine has demonstrated experience using several types of design and modeling software to deliver our projects, including BioWin Simulation software; pressure pipe and gravity sewer hydraulic software such as Innovyze, KYPipe and Bentley Systems; ESRI geographic information system software; AutoCAD and 3D CADD software to name a few.

As discussed in our SOQ, Constantine is headquartered in Fort Walton Beach and maintains a significant staff that is available to support OCWS, as we have for more than 15 years, at all times of day and night. Our proposed project management staff is located within 150 miles of Okaloosa County and our lead office and corporate headquarters, located at 1988 Lewis Turner Boulevard, Fort Walton Beach, is less than 1.2 miles from the OCWS Administration building. We have numerous other resources that also are available to respond to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.