

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

Procurement/Contract/Lease Number: C22-3210-WS Tracking Number: 493423
Procurement/Contractor/Lessee Name: Arduina Grant Funded: YES NO
Purpose: Amendment # 7
Date/Term: 7-18-27 w/ 1yr renewals 1. GREATER THAN \$100,000
Department #: 712120 2. GREATER THAN \$50,000
Account #: 563909 3. \$50,000 OR LESS
Amount: 3,715,129.00
Department: WS Dept. Monitor Name: Littell

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 5-16-23
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: see email attached Grant Name: SET-0784
ACVA Date: 5-24-23
Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 5-16-23
Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 5-23-23
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Odessa Cooper-Pool
Sent: Tuesday, May 16, 2023 12:12 PM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk
Subject: RE: C22-3210-WS Ardurra Amendment
Attachments: 1st amendment to C22-3210-ws.docx

Hello DeRita,

The attached amendment for Ardurra has been reviewed and is approved by Risk Management. No changes were made to insurance requirements.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Okaloosa County BCC
302 N. Wilson Street
Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— **Paulo Coelho**, *The Alchemist*

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, May 16, 2023 9:17 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: C22-3210-WS Ardurra Amendment

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, May 23, 2023 1:54 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'; Jacqueline Matichuk; Odessa Cooper-Pool
Subject: Re: C22-3210-WS Ardurra Amendment
Attachments: 1st amendment to C22-3210-ws 5.23.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, May 16, 2023 10:16:30 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk; Odessa Cooper-Pool
Subject: C22-3210-WS Ardurra Amendment

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

DeRita Mason

From: Suzanne Ulloa
Sent: Wednesday, May 24, 2023 10:50 AM
To: DeRita Mason
Cc: Jane Evans
Subject: RE: C22-3210-WS updated with Lynn's Edits
Attachments: Apr-2023-PE-Report-User-Guide.pdf

DeRita: Approved, as sent from Lynn, with Jane's update on submissions to APRA by Okaloosa County.

Jane FYI: Found a new Report User Guide on the ARPA Compliance site issued in April 2023 (attached).

Thank you.

Suzanne Ulloa

Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971



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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, May 23, 2023 2:04 PM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Cc: Jane Evans <jevans@myokaloosa.com>
Subject: C22-3210-WS updated with Lynn's Edits

Suzanne,
Attached is the lasted and greatest of the contract amendment. Please use this one when making any changes.
Thank you,

DeRita Mason



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, AND ARDURRA GROUP, INC.
CONTRACT NO. C22-3210-WS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Ardurra Group, Inc. (the "Consultant"), executed this 6th day of June, 2023, is made a part of the original Agreement dated July 19, 2022, Contract No. C22-3210-WS (the "original Agreement"), incorporated herein by reference. The County and Consultant hereby agree as follows:

1. The original Agreement shall be amended to add updated federal clauses, American Rescue Plan Act Contract Clauses, and American Rescue Plan Act grant agreement, which are attached hereto as Attachments "C, D and E" and made a part of the original Agreement.

2. The original Agreement shall be amended to add a Section 1.5 as follows:

1.5. Work Tasks. All work tasks involving the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Fund, shall comply with the County's grant agreement with the U.S. Treasury, grant agreement no. SLT-0786, terms and conditions, to the extent applicable. The grant agreement is attached as Attachment E. The Consultant acknowledges that it understands the specific requirements of the grant.

3. The original Agreement shall be amended to delete the italicized portion of Section 1.2 Basic Services in its entirety and replace it with the following:

Professional services required to complete the PROJECT including, but not limited to: serve as the Engineer-of-Record (EOR) for the Shoal River Ranch Water Reclamation Facility (SRRWRF) producing final 100% engineering design plans; perform engineer's cost estimates; permitting; preparation of specifications and bid/contract documents, all of which must conform to the requirements of the ARPA, RESTORE, and any other grant agreements obtained; engineering services during construction; perform grant administration and reporting; perform any miscellaneous engineering and technical service required in support of the PROJECT and specifically requested by the County.

The design and permitting shall be completed within one (1) year of execution of this amendment.

4. The original Agreement shall be amended to delete Exhibit "A" and replaced with Attachment "A" attached hereto and made a part of the Agreement.

5. The original Agreement shall be amended to delete Exhibit "B" and replaced with Attachment "B" attached hereto and made a part of the Agreement.



- 6. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement and any amendments thereto, shall remain in full force and effect.
- 7. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

ARDURRA GROUP, INC.

[Handwritten Signature]
 Signature
 JAMES P. KIZER, JR.
 Print Name

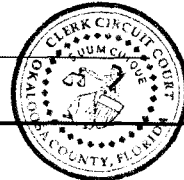
TITLE: MANAGING PRINCIPAL

OKALOOSA COUNTY, FLORIDA

ATTEST

[Handwritten Signature]
 Robert A. "Trey" Goodwin, III, Chairman

[Handwritten Signature]
 For J.D. Peacock, II, Clerk





ATTACHMENT "A"

ATTACHMENT A— Scope of Basic Services for Owner's Representative and Professional Engineering Services for the Shoal River Ranch WRF Program

Article A. Purpose:

The purpose of this Exhibit is to define the Scope of Basic Services that CONSULTANT (Ardurra Group, Inc.) shall provide for the Owner's Representative, Professional Engineering Services, and Program Management for the Shoal River Ranch Water Reclamation Facility (SRRWRF) (PROGRAM) for the Okaloosa County Board of County Commissioners (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 for the Work applicable to serve as the Owner's Representative, Design Criteria Professional, and Program Manager for the new SRRWRF and other associated services included in the overall PROGRAM, as requested by the COUNTY's representative. Specific Work Tasks that may be authorized by the COUNTY's representative are presented below:

Work Task 1. Program Management

CONSULTANT will be responsible for coordination and management of the program through its assigned Program Director (PD). Prepare a project-specific Project Management Plan (PMP) establishing team members and responsibilities, lines of communication, project delivery schedules, and project budgets. Only Scope and fee associated with this Work Task may be modified as needed by the COUNTY.

- 1.1 Program Management shall be performed on all services being performed on Work Task 2-9 as defined in more detail below. The overall cost associated with the program is based on current defined work task. As future work task may be developed, a budget increase may be required for additional services associated with management of those task.
- 1.2 Coordinate the activities of the CONSULTANT's staff and sub-consultants and those of the COUNTY and administer communications among the project team members.
- 1.3 Maintain and update monthly project schedules and status reports.
- 1.4 Administer and execute a quality assurance and document control program covering the technical work of CONSULTANT and its sub-consultants.



- 1.5 Develop and maintain a program progress schedule, consolidating all the individual projects into a single schedule. Each activity of the scope will be incorporated into the schedule. The schedule will include the original baseline and actual progress to date. A narrative will be provided for any significant slippage. The project schedule will be updated monthly and delivered to the COUNTY's Representatives as part of the monthly progress report and invoice.
- 1.6 Hold progress meetings with key COUNTY staff monthly to discuss schedule, status, and other issues associated with the program. Progress meetings shall be held at COUNTY's offices or as determined at the time of these meetings.

Work Task 2. Assistance with Funding

- 2.1 Coordinating with the COUNTY and other subconsultants to develop and collect the necessary engineering information required to apply for and obtain funding for the program.
 - 2.1.1 CONSULTANT will assist the COUNTY in procuring and preparing the necessary documentation to obtain supplemental funding from various sources, including but not limited to: ARPA, SRF, NFWFMD, RESTORE, CDBG, FEMA, USDA, DOD, etc., and will assist COUNTY in identifying and applying for the appropriate funding options. This includes developing and implementing a strategy to secure funding, including outreach and coordination with the potential funding agencies.
 - 2.1.2 CONSULTANT will prepare and provide grant writing services, including preparation of the benefit-cost analysis or economic impact analysis, as required.
 - 2.1.3 CONSULTANT will evaluate the project(s) and match the needs with the appropriate funding opportunity using funding objectives, including total estimated project cost, the likelihood of success, and administration costs as crucial decision points.
 - 2.1.4 CONSULTANT will provide funding administration assistance to comply with Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), which may include financial management, procurement assistance, compliance with Build American, Buy America (BABA)/American Iron and Steel (AIS) provisions and reporting.
 - 2.1.5 CONSULTANT shall coordinate with COUNTY's Grant Department staff to perform grant administration and prepare monthly/quarterly reporting and other associated requirements as stipulated in the Grant Agreement(s) and COUNTY policies.
 - 2.1.6 Coordinate and provide environmental assessment and wetland mitigation evaluation and reporting necessary for inclusion on specific funding application requirements.
 - 2.1.7 Should the COUNTY decide to pursue long-term bonding for the PROGRAM, it may be necessary to update the previous Engineering Report, previously performed by the CONSULTANT. If this option is selected, this task will need to be modified to include this additional scope of services.



Work Task 3. Master Planning

CONSULTANT shall develop an analysis of effluent disposal alternatives, and the master plan for the build-out of the new 10 MGD SRRWRF and disposal system. The CONSULTANT will work to maximize disposal capacity utilizing the original 165 acres parcel plus an additional 51 acres granted. Excluded from this acreage will be property designated for the new SSRWRF or areas deemed unsuitable for disposal alternatives. The Master Plan will generally include the potential development of the COUNTY's Shoal River Ranch properties; provides a general evaluation of the future needs of the COUNTY's wastewater treatment and collection systems in the PROJECT's general vicinity; develop alternatives for meeting these long-term needs; and recommendations that the COUNTY can implement in the near and future terms (build-out). The following options will be considered:

3.1 Master Plan Development

3.1.1 Develop the Build-Out of the SRRWRF.

3.1.1.1 Develop 10% Conceptual Layout Drawings for the initial Phase I facility, additional expansion phases, and the final 10 MGD facility. Build-out will occur based on the future flow analysis previously performed by the CONSULTANT and available funding at the time. the COUNTY has determined the size of the initial Phase 1 facility will be 1.25 MGD.

3.1.1.2 The plan will include development of the entire 206-acre parcel, including effluent disposal, future septage/FOG disposal system, and a future regional solid handling facility.

3.1.2 Assist the COUNTY with the development of a Capital Improvement/Implementation Program

3.1.3 Hold a preliminary basis of design (BOD) workshop with all stakeholders to obtain feedback and to finalize the design of the overall facility. The intent is to hold a one (1) day workshop with the COUNTY to finalize specific and any alternatives for influent pumping, preliminary treatment, biological treatment, disinfection, and biosolids management. This workshop will form the basis for the overall design documents including ingress/egress, lighting, security, office/maintenance space, process equipment, laboratory needs, solids handling process, disinfection process, reuse/reclaim disposal process, site electrical (current & future), conveyance piping, and other associated features to include in the overall procurement package.

3.1.4 In addition, the CONSULTANT will meet with the COUNTY as needed, including attend workshops, and provide presentations as needed.

3.2 Effluent Disposal Alternatives

3.2.1 The CONSULTANT will develop a risk/feasibility analysis to identify, document, and understand any limitations in the various disposal alternatives that would significantly limit the feasibility of implementing this PROGRAM. During this analysis, the CONSULTANT will evaluate the five (5) potential disposal methods prescribed below. Each option or combination of proposed layouts will be evaluated for the future build-out



of the new 10 MGD WRF. Initially, constructability, permitting, and operation will be considered to develop the specific portions of the County owned property available for effluent discharge. Once the effluent discharge area is defined, we will meet with the COUNTY to discuss the desk top risk/feasibility analysis results and finalize a preferred option(s).

3.2.2 The following effluent disposal option will be evaluated; however, the scope of services may be expanded by the COUNTY if additional disposal options or combinations need to be considered, including other disposal sites.

3.2.2.1 Rapid Infiltration Basins (RIBs)

3.2.2.2 Shallow Well Injection

3.2.2.3 Others: Abbreviated analysis on Created Wetlands, Public Access Reuse (PAR), and Forrest Irrigation.

3.3 Groundwater Modeling / Mounding Analysis

3.3.1 Develop a 3-dimensional numeric groundwater model and mounding analysis using the USGS program MODFLOW, to predict the hydraulic influence on the receiving aquifer from basin loading.

3.3.1.1 Prepare conceptual level drawings utilizing optimum RIB layouts to be used as the basis for the design of the final RIB system.

Work Task 4. Design & Bidding Services

CONSULTANT shall design facilities and equipment necessary to construct the Shoal River Ranch WRF for an average annual daily flow (AADF) treatment capacity of 1.25 MGD. The design will consider the ultimate utilization of the facility for future expansions up to 10 MGD (AADF).

CONSULTANT shall develop the facility design in three phases, including the 30-percent, 60-percent, and 90-percent design phase; resulting in a final 100-percent construction document set that will be suitable for bidding, construction, permitting, and funding through the State of Florida. The work included in each design phase presented below.

4.0 General Services

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

4.1 Design Scope Work Tasks:

4.1.1 Headworks: The headworks facility will consist of a dual mechanical screen (center-band, 3mm), a manual bypass bar rack, a duplex vortex type grit removal unit, grit pumps, grit cyclone, and other ancillary process equipment. The design will consider the ultimate utilization for the 10 MGD facility.



- 4.1.2 Influent/Clarifier Splitter Box/RAS-WAS Pump Station: A flow splitter box will be provided to equally proportion and distribute, by gravity, screened influent to the biological process tanks. The design will consider the ultimate utilization for the 10 MGD facility.
- 4.1.3 The influent splitter chamber will receive screened influent from the headwork structure. The chamber will be designed with adjustable gates to proportion/isolate influent flows to biological process tanks.
- 4.1.4 The clarifier splitter chamber will receive MLSS from the aeration basin. The chamber will be designed with adjustable gates to proportion/isolate MLSS flows to the secondary clarifiers.
- 4.1.5 The RAS/WAS pump station portion of the structure will receive settled sludge from the secondary clarifiers, measure and regulate the flow from the clarifiers independently, and discharge the RAS/WAS flow to a common wetwell. The sludge flow from the clarifiers shall be regulated using electrically actuated knife gate valves; and measured using an ultrasonic flow meter and v-notch weir for each clarifier. The process control shall be based on the ultrasonic transducer measuring the flow over the weir and sending this signal to the plant I&C system to adjust the opening of the valve to regulate the RAS flow.
- 4.1.6 Dry pit or submersible type RAS pumps will convey the RAS in the wetwell to the influent splitter chamber.
- 4.1.7 Dry pit type or submersible WAS pumps will convey the WAS in the wetwell to the rotary drum thickeners at the aerobic digester.
- 4.1.8 Biological Treatment Unit: The biological treatment unit will be self-contained in a concrete tank that will use non-hydrostatic baffle walls to establish any segregation between the process zones. A 4-stage Bardenpho treatment process will be utilized for the BNR process. Fine bubble diffusers and submersible mixers will provide oxygen and mixing as required. Positive displacement blowers with noise dampening enclosures will supply air to the diffusers. A single clarifier will be provided internally to the treatment unit for solids liquid separation. The design will consider the ultimate utilization for the 10 MGD facility.
- 4.1.9 The clarifier will be provided for solids liquid separation and will use a suction header for sludge collection and removal. Sludge from the clarifier will be recirculated as return and waste activated sludge and returned to the influent/clarifier splitter box /RAS-WAS pump station splitter box.
- 4.1.10 Scum will be conveyed by gravity to the plant process drain system for discharge to the influent pump station.
- 4.1.11 Chlorine Contact Tank: The chlorine contact tank will be designed to provide 30-minutes of detention time at average daily flow and 15-minutes of detention time at peak hourly flow. The tank will consist of two trains and isolation gates with serpentine type baffle walls and effluent will be measured through a parshall flume. The design will consider the ultimate utilization for the 10 MGD facility.



- 4.1.12 Effluent Pump Station: Effluent pumps will be located at a wetwell connected to the chlorine contact tank and discharge disinfected effluent to the disposal site. The design will consider the ultimate utilization for the 10 MGD facility.
- 4.1.13 Disinfection: A gaseous chlorine system will be provided for disinfection. The design will consider the ultimate utilization for the 10 MGD facility.
- 4.1.14 Effluent Disposal: Design of the effluent disposal will include rapid infiltration basins for a capacity of 2.5 MGD.
- 4.1.15 Administration/Maintenance / Storage Building: Design will include a pre-engineered metal building to be utilized for office/lab, maintenance and storage to facilitate the onsite service needs and other offsite infrastructure facilities.
- 4.1.16 Electrical Building: Design will include a precast or cast-in-place block concrete type building for the electrical equipment. The design will consider the ultimate utilization for the 10 MGD facility.
- 4.1.17 RIB Pole Barn: Design will include a pre-engineered metal building to be utilized for equipment storage at the RIB area.

4.2 Further Geotechnical Investigation Services

- 4.2.1 Additional soil borings associated with structures and stormwater associated with final design requirements.
- 4.2.2 Additional testing to determine permeability of restrictive clayey layer 8-13 ft bls.
- 4.2.3 Further definition or refinement of the ground water flow regime.
- 4.2.4 Aquifer testing to determine parameters critical to ground water modeling (aquifer transmissivity, horizontal and vertical hydraulic conductivity, storage, specific yield).
- 4.2.5 Final engineer's permit application to FDEP, including ground water monitoring plan.

4.3 Deliverables

- 4.3.1 Preliminary Design (30% Design)
- 4.3.2 Perform the following subtasks in support of the final design:
 - 4.3.3 Process calculations to support the selection of process equipment.
 - 4.3.4 Any necessary calculations to support the structural, electrical, mechanical, and instrumentation and control design.
 - 4.3.5 Hydraulic and process modeling to support the facility process and piping design.
 - 4.3.6 Prepare and submit BODs that will include the following:
 - 4.3.7 Summary of each unit process that will be considered for the project and an overall description of work will also be performed. In addition, an overall site plan with all the key unit processes and facilities will be provided as part of this schematic design report.
 - 4.3.8 500 year and 100-year flood elevations and finished floor elevations.



- 4.3.9 Wastewater flows and characterization (loads).
- 4.3.10 Preliminary treatment will include discussion of the screening and grit removal systems.
- 4.3.11 Biological treatment process and design criteria.
- 4.3.12 Disinfection design criteria.
- 4.3.13 Effluent pumping design criteria.
- 4.3.14 Biosolids management including aerobic digestion with thickening and sludge dewatering process equipment.
- 4.3.15 Rapid infiltration basin design criteria for effluent disposal.
- 4.3.16 Electrical, instrumentation, control, and SCADA system design criteria.
- 4.3.17 PLC programming. All PLC programming necessary to integrate, monitor, and control all new equipment as part of the plant expansion shall be provided. All new field inputs and outputs (I/O) shall be monitored by Allen Bradley ControlLogix remote I/O located in the new electrical building or directly over ethernet if the new equipment is provided with its own PLC. The new equipment to be monitored and/or controlled shall include the following:
 - 4.3.17.1.1 Influent pumps, Mechanical screens/wash press, Grit pumps
 - 4.3.17.1.2 Anoxic/anaerobic mixers, Clarifier equipment, RAS/WAS pumps.
 - 4.3.17.1.3 Rotary Drum Thickener, Blowers, Screw presses
 - 4.3.17.1.4 Reuse /Reclaim pumps, Gas chlorination system.
- 4.3.17.2 All integration will be connected into the central plant Wonderware SCADA Human Machine Interface (HMI). All status and control points necessary for operators to monitor and control the new process equipment associated will be fully into the existing main Wonderware graphical user interface at the APWRF plant. The 3D graphical base model shall include the new processing equipment and all new indicators and controls.
- 4.3.18 All monitoring and control components will be accessible to the plant personnel locally and remotely.
- 4.3.19 Based on the decisions made in the BOD's, process flow diagrams, and piping and instrumentation diagrams (P&IDs) illustrate the components to be included for the final design will be developed.
- 4.3.20 A site plan showing all major facility components will be developed. Plan views of all major components including sections (without details) will be developed and submitted as part of the 30% design. Electrical schematics and a list of specifications will also be included.
- 4.3.21 Create a water facility plan that will include the documents required by the State of Florida, including a Preliminary Engineering Report (PER) and Basis of Design Report used for FDEP permitting and SRF funding.
- 4.3.22 Anticipate one (1) review meeting.



4.4 Schematic Design (60% Design)

4.4.1 Prepare and submit 60% design submittal to incorporate the CLIENT's review comments from the 30% document review. An internal quality control (QC) review will be performed prior to submissions. The 60% submittal documents will include:

4.4.1.1 Civil drawings, details, and specifications

4.4.1.2 Structural drawings, details, and specifications

4.4.1.3 Mechanical drawings, details, and specifications

4.4.1.4 Process Flow Diagram

4.4.1.5 Electrical and I&C schematics, details, and specifications, including Process and Instrumentation Diagram (P&ID)

4.4.1.6 60% project schedule

4.4.2 Conduct a 60% design submittal review meeting with the CLIENT. Prepare an agenda for the meeting and submit meeting minutes after the meeting. CLIENT will provide written review comments and drawing markups that will be appended to the meeting minutes to document items to be addressed in the ongoing design documents.

4.5 Design Development (90% Design)

4.5.1 Prepare and submit 90% design submittal. Incorporate the CLIENT's 60% design review comments in the 90% submittal and provide internal quality control (QC) review. The 90% submittal documents will include:

4.5.1.1 Civil drawings, details, specifications, and calculations

4.5.1.2 Structural drawings, details, specifications, and calculations

4.5.1.3 Mechanical drawings, details, specifications, and calculations

4.5.1.4 Process Flow Diagram

4.5.1.5 Electrical and I&C drawings, including Process and Instrumentation Diagram (P&ID), details, specifications, and calculations.

4.5.1.6 90% project schedule

4.5.2 Conduct a 90% design submittal review meeting with the CLIENT. Prepare an agenda for the meeting and submit meeting minutes after the meeting. The CLIENT will provide written review comments and drawing markups that will be appended to the meeting minutes to document items to be addressed in the ongoing design documents.

4.6 Prepare Final Design Documents (100% Design)

4.6.1 Prepare and submit 100% final design submittal. Incorporate the CLIENT's 90% design review comments in the 100% submittal and provide internal quality control (QC) review. The 100% submittal documents will include:

4.6.1.1 Civil drawings, details, and specifications



- 4.6.1.2 Structural drawings, details, and specifications
- 4.6.1.3 Mechanical drawings, details, and specifications
- 4.6.1.4 Process Flow Diagram
- 4.6.1.5 Electrical and I&C drawings, including a Process and Instrumentation Diagram (P&ID), details and specifications.
- 4.6.1.6 100% project schedule
- 4.6.2 Submit final survey drawings and incorporated them into the final design drawing set.
- 4.6.3 Submit final geotechnical report, incorporated into the final specifications set.
- 4.6.4 Conduct a 100% design submittal review meeting with the CLIENT. Prepare an agenda for the meeting and submit meeting minutes after the meeting. The CLIENT will provide written review comments and drawing markups that will be appended to the meeting minutes to document items to be addressed in the ongoing design documents.
- 4.6.5 Prepare and submit Issued-for-Bid Contract Documents for CLIENT procurement following submittal of the 100% submittal documents.
- 4.6.6 Incorporate supplemental comments from the permitting agencies.
- 4.6.7 Coordinate with CLIENT Purchasing Department to develop qualification requirements to identify Contractor's eligible to submit a formal bid and incorporate into the final procurement package. This includes the following services:
 - 4.6.7.1 The qualifications will occur simultaneously with the bidding process.
 - 4.6.7.2 Contractor's experience with jobs of comparable size and nature.
 - 4.6.7.3 Contractor's financial capacity, bonding capacity, and reference checks.
 - 4.6.7.4 Review of major sub consultant's qualifications and previous project.
- 4.7 Cost Estimating**
 - 4.7.1 Under this task, cost estimates will be prepared at the 60% stage, 90% stage and 100% stages of the project. The cost estimates will be developed to a level of accuracy as follows:
 - 4.7.1.1 60% Stage – AACE Class 3 at +30%/-15%
 - 4.7.1.2 90% Stage – AACE Class 1 at +10%/-5%
 - 4.7.1.3 100% Stage – AACE Class 1 at +10%/-5%
- 4.8 Basis of Design Scope and Fee Development Assumptions**
 - 4.8.1 The following lists the basis of design scope and fee development, and an estimated level of effort.
 - 4.8.2 The design work on this project will be in the calendar year 2023.
 - 4.8.3 As part of the design, CONSULTANT will participate in a series of project meetings as further described herein, to include:



- 4.8.3.1 One, one-day Project Kick-Off Meeting
- 4.8.3.2 Two, one-day 30 percent Design Review Meeting
- 4.8.3.3 Two, one-day 60 percent Design Review Meeting
- 4.8.3.4 One, one-day 90 Percent Design Review Meeting
- 4.8.4 A separate submittal for permitting purposes will be prepared for the FDEP Facility Permit application, following adjudication of the 60 percent Design Report.
- 4.8.5 Delays caused by actions beyond the control of CONSULTANT shall constitute a change and CONSULTANT shall be compensated for additional costs incurred as a result of the delays.
- 4.8.6 Significant changes to the Scope of the project that are required after the development of the 60 percent design documents shall be considered a change in the Scope of Services and a modification shall be issued to compensate CONSULTANT for additional costs incurred as a result of the change.
- 4.8.7 Continuous quality control reviews will be performed throughout the design of the project. Review documents will be provided to the CLIENT at about the 30-, 60-, and 90-percent phase of the project.
- 4.8.8 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.
- 4.8.9 The design documents will be prepared for the CLIENT to solicit a single construction contract using the traditional design-bid-build construction delivery method for the wastewater treatment facility. Separate effluent disposal design drawings and material specifications will be developed for the County to self-perform the construction of the RIBS.
- 4.8.10 A total of 5 draft copies of the Contract Documents (2 full-size drawings and 3 half-size drawings and specifications) will be submitted to the CLIENT for their use and distribution to other agencies for their review and comment at each of the three design review points.
- 4.8.11 After adjudication of agency, as well as CLIENT review comments, 5 copies of the final Contract Documents (2 full-size drawings and 3 half-size drawings and specifications) will be submitted to CLIENT.
- 4.8.12 The CLIENT will provide CONSULTANT any information and data available and shall assist CONSULTANT to obtain other information and data that may be obtained. CONSULTANT may use existing design documents prepared by others for the CLIENT.
- 4.8.13 Any investigation or remediation of possible hazardous waste, asbestos, lead paint or other types of contamination is not part of this scope of work.
 - 4.8.13.1 Yard Piping/Mechanical
 - 4.8.13.2 A process flow diagram or liquids/solids balance shall be required.



4.8.13.3 No corrosion control provisions will be required other than coatings.

4.8.13.4 Active cathodic protection will not be required for buried piping.

4.9 Bid Phase Services

4.9.1 The specific bid phase services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT are described below:

4.9.2 Provide support for the pre-bid meeting as follows:

4.9.3 Prepare agenda and attend the pre-bid meeting (including site visit).

4.9.3.1 Draft and submit meeting minutes for CLIENT review.

4.9.3.2 Submit final meeting minutes incorporating CLIENT review comments.

4.9.3.3 Provide clarification or corrections to Bid Contract Documents based on bidder questions and comments. Provide support to the CLIENT for addenda issuance, as needed, including updated drawings and specifications.

4.9.4 Assistance with bid evaluation and recommendations.

4.9.4.1 CONSULTANT shall assist the CLIENT with performing any necessary due diligence investigations on certain reference facilities and references that are included within the respondent's qualification submittal, including phone interviews of references and discussions with the owners of the reference facilities about the proposer's services.

4.9.5 Revise Contract Bid Contract Documents per addenda.

4.9.6 Prepare Conformed Construction Contract Documents.

Work Task 5. Utility Coordination

CONSULTANT shall coordinate with other utilities or agencies to complete the design, permitting, or construction. CONSULTANT shall coordinate with regulatory agencies, local and state, and other interested parties to inform them of the pertinent issues regarding the PROGRAM:

5.1 CONSULTANT shall coordinate directly with FPL on running new primary electrical service (480v, 3ph power type service) to the SRRWRF site; assist with potential load calculations; easements and permitting requirements; review and evaluate new service cost (if applicable).

5.2 CONSULTANT shall coordinate directly with COUNTY IT on running new fiber optic service to the SRRWRF site; assist with conduit sizing; location of pull boxes; review and evaluate new service cost (if applicable).

5.3 There are no anticipated conflicts with Eglin Air Force property and no coordination efforts are included in this Scope of Services.

Work Task 6. Services During Construction, Resident Observation, Start Up and Close Out Services

6.1 The specific services during construction (SDC) Services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT are described below.



- 6.1.1 Pre-Construction Meeting Attendance
- 6.1.2 Limited Construction Progress Meetings participation.
 - 6.1.2.1 Attend monthly on-site construction progress meetings.
 - 6.1.2.2 Review meeting minutes generated by CLIENT.
- 6.1.3 Shop Drawings Review
 - 6.1.3.1 Prepare a listing of required submittals.
 - 6.1.3.2 Review, evaluate, and distribute shop drawings.
- 6.1.4 Requests for Information (RFI)
 - 6.1.4.1 Review and evaluate RFI's. Submit RFI responses, including applicable changes to the contract drawings or specifications.
- 6.2 Change Orders**
 - 6.2.1 Review the Contractor's change order requests.
- 6.3 O&M Manuals**
 - 6.3.1 Receive, review, evaluate, and distribute O&M manuals.
 - 6.3.2 Prepare and submit O&M operating protocol with final O&M manuals.
- 6.4 Start-up, Testing and Commissioning Assistance**
 - 6.4.1 CONSULTANT will participate in conference calls and site visits for start-up coordination, as requested by the OWNER or Contractor. CONSULTANT shall assist the OWNER in the start-up of the various treatment components to ensure they are functioning properly and in accordance with the design documents and to suggest adjustments/improvements to optimize the process. CONSULTANT will also attend functional demonstration test of the PROJECT SCADA system.
- 6.5 Substantial Completion Inspection**
 - 6.5.1 The engineer of record will conduct a walk-through inspection to visually assess the project completion.
 - 6.5.2 Electrical/I&C and structural engineers of record will conduct a walk-through inspection, to assess the project completion of those components.
 - 6.5.3 Prepare a punch list with substantial completion recommendations.
- 6.6 Final Completion Inspection**
 - 6.6.1 Overall engineer of record will conduct the final walk-through inspection to confirm and verify the completion of the punch list.
 - 6.6.2 Electrical/I&C engineer of record will conduct the final walk-through inspection to confirm and verify the completion of the punch list.
 - 6.6.3 Provide Final Completion recommendation to CLIENT.
- 6.7 Construction Record Drawings**



- 6.7.1 Prepare record construction drawings based upon shop drawings, and CONSULTANT records, construction records provided by the General Contractor during construction, and Contractor furnished certified As-Built survey of the treatment facility ONLY, excluding the maintenance building (by OTHERS).
- 6.7.2 Prepare and submit to CLIENT, two (2) hard copy sets and one (1) .pdf electronic copy on CD, of Record Drawings for facilities constructed.
- 6.7.3 FDEP Record Drawing submittal: Complete FDEP form for "Notification that a Domestic Wastewater Facility" will be placed into operation.

6.8 Project Closeout

- 6.8.1 Complete FDEP form for "Certification of Completion of Domestic Wastewater Treatment System".
- 6.8.2 Prepare and submit electronically the project Record Drawing and certification submittals to FDEP for Wastewater Treatment Facility.
- 6.8.3 Assemble Operations and Maintenance Manuals from wastewater treatment plant manufacturer operations and maintenance submittal. Provide CLIENT with two (2) copies of final Operations and Maintenance Manual document in PDF and hard copy.

6.9 Resident Observation (Wastewater Treatment Plant ONLY)

- 6.9.1 The specific resident observation services that CONSULTANT agrees to furnish to the CLIENT for the PROJECT are described below.
 - 6.9.1.1 Provide limited engineering review of work of the contractor as construction progresses to ascertain that the contractor is conforming with the design concept and intent of the contract documents.
 - 6.9.1.2 Take project construction progress photos and maintain photo library, following each site visit.
 - 6.9.1.3 Maintain records of shop drawings, progress schedules, project photos, inspection reports, and project construction observation documentation, and furnish electronic copies to CLIENT.
 - 6.9.1.4 Conduct resident inspection and daily observations of the construction in progress only during treatment facility construction periods. This task shall include the necessary drive time from the CONSULTANT office to the job site. **Fee estimate includes an average of 20 hours per week of resident observation (field observation and office coordination) time over a period of 50 weeks).** It is understood that the actual construction contract period will not exceed 12 months, and CONSULTANT will perform regular observations, communicate regularly with CLIENT and be available to provide updates to the CLIENT as well as obtain digital photographs of the construction progress for review by engineer.
 - 6.9.1.5 Track installed quantities and stored materials and maintain material installation listings. This task shall be used as the basis for verification of the monthly pay requests submitted by the Contractor.
 - 6.9.1.6 Track number of weather days and non-working days by Utility Contractor.



6.9.1.7 Observe testing activities involved with the construction of the proposed facilities.

6.9.1.8 Generally, verify conformance with contract documents.

6.9.2 Conduct a pre-final inspection and prepare a punch-list of observed items requiring completion or correction.

6.9.3 Conduct final review prior to assisting with the issuance of the Statement of Substantial Completion of all construction and submit a written memorandum to the OWNER including test results, photos, and data.

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.

A. Provide additional services in connection with rejecting bids and re-bidding construction projects when such actions are for causes beyond the CONSULTANT's control.

B. Extend services that are outside the initial 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.

C. Limit resident observation services to only the structures associated within the fence of the treatment facility, excluding the Maintenance Building. Observation / Inspection services for all of the associated items including the Jericho Road, entry road, pipelines, rapid infiltration basins (RIBS) and other associated work outside the fence of the facility will be performed by the CLIENT.

E. CONSULTANT will not be providing any design services and service during construction of Jericho Road and the East -West Connector Road.

F. CONSULTANT will only provide design services and field Instrumentation & Control assistance for the treatment facility ONLY. It is understood the CLIENT will be responsible for designing, installing, and providing all necessary SCADA controls, software, hardware, HMI configuration and testing to add the new facility to the CLIENTS existing SCADA system.

***** End *****



ATTACHMENT “B”

2023 Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Owner’s Representative and Professional Design Services for the Shoal River Ranch WRF Program

The purpose of this document is to describe Ardurra’s 5-year contract and the ability to adjust The Standard Hourly Rates and Reimbursable Expenses Schedule at the end of each year to reflect equitable changes in the compensation payable to the Consultant.

Agreement Price Adjustments: The CONSULTANT may request a Price Increase Adjustment for the period after December 31, 2023, in writing by January 1st of each preceding year remaining in the contract. If the CONSULTANT fails to request a Price Increase Adjustment prior to January 1st, no adjustment will be allowed for the next 12-month period of the contract. Said price increase may not, under any circumstances, exceed the higher value of either a fixed three (3) percent or most current CPI Index Rates of the price of the contract for the preceding 12 months, whichever is less. No retroactive contract price adjustments will be allowed. The price adjustments will not require board approval if it is under the above stated percentage.

Compensation

As compensation for providing the services described in Attachment A—Scope of Basic Services for Owner’s Representative and Professional Design Services for the Shoal River Ranch WRF Project, COUNTY shall pay CONSULTANT in accordance with the Agreement based on either a percent complete for identified Lump Sum (LS) task or rate based for Time and Expense (T&E) task. T&E task will be billed based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, for the actual time worked on the Project. CONSULTANT’s standard Direct Expense rates will be identified and will be reimbursed 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

Classification	Hourly Per Diem Rate (\$)	Classification	Hourly Per Diem Rate (\$)
Project Director	225.00	Field / SUE Tech II	79.00
Program Manager	225.00	Field / SUE Tech I	68.00
Group Leader	225.00	Sr. GIS Analyst	129.00
Senior Project Manager / CSM	218.00	GIS Tech II	95.00
Project Manager	187.00	GIS Tech I	79.00
Engineer VI	225.00	Designer III	132.00
Engineer V	207.00	Designer II	113.00
Engineer IV	185.00	Designer I	93.00
Engineer III	171.00	CADD Tech V	108.00
Engineer II	157.00	CADD Tech IV	102.00



Engineer I	118.00	CADD Tech III	98.00
Senior Construction Inspector	216.00	CADD Tech II	92.00
Construction Inspector III	112.00	CADD Tech I	87.00
Construction Inspector II	93.00	Admin Assistant IV	94.00
Construction Inspector I	82.00	Admin Assistant III	85.00
SUE Supervisor	113.00	Admin Assistant II	73.00
SUE Crew Chief	98.00	Admin Assistant I	62.00

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate (\$)
Mileage	Cost
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Lodging & Travel	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⁾ Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

Table 1 and 2 applies only to work task listed in Table 3 with a Compensation Method of “Time & Expense”. All other Work Tasks are Lump Sum and will not have Direct Expenses. All future changes will be issued as an addendum to the original Agreement.

The Total Budget Ceiling for this AGREEMENT is \$3,715,129. The estimated individual Work Tasks specified in Attachment A-Scope of Services, for this AGREEMENT are presented in Table 3, below:

Table 3. Breakdown of Budget Ceiling

Work Task Description	Cost Amounts	Compensation Method
1. Program Management	\$118,090	Lump Sum
2. Assistance with Funding	\$136,287	Time & Expense
3. Master Planning	\$59,071	Lump Sum
4. Design & Bidding Services	\$2,466,596	Lump Sum



5. Utility Coordination	\$34,914	Lump Sum
6. Services During Construction/RO/Start-up & Close-Out	\$900,171	Time & Expense
Total Overall Budget Ceiling	\$3,715,129	

CONSULTANT will keep COUNTY informed of progress so that the Total Overall Budget Ceiling and/or work effort can be adjusted if/when additional scope of services is added. 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 AGREEMENT can be increased with an Authorized Amendment to this AGREEMENT 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.



ATTACHMENT “C”

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Consultant* shall adhere to all grant conditions as set forth in the requirements of grant no. SLT-0786, which have been provided to *Consultant*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *consultant* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/consultant*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



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

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *consultant* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *consultant* will require compliance by all sub-consultant s. Prior to contract award, the *consultant* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subconsultants as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the consultant agrees as follows: (1) The *Consultant will* not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Consultant* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post



in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Consultant* will, in all solicitations or advertisements for employees placed by or on behalf of the *Consultant*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Consultant* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Consultant*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Consultant* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Consultant* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Consultant*'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Consultant* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Consultant* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The *Consultant* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Consultant* becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the *Consultant* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part

5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *consultant* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *consultant* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, consultant s must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department



of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

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

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33

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

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

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



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

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

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

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *consultant* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the consultant 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 consultant’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (ARPA Funds):

Consultants must maintain records and financial documents for **five years** after all funds have been expended or returned to the County. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and



stored in open and machine-readable formats. Your company must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.333.

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

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

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant 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 consultant setting forth the manner in which the Consultant is in default. The consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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



Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H):

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

Trafficking Victims Protection Act (2 CFR Part 175):

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

Domestic Preference For Procurements (2 CFR § 200.322):

Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101.

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):

Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Consultant* and any subconsultant s are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by



Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

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

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Consultant* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed



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

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

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

The James P. Kizer, JR [insert name of the signator] on behalf of ARDURA Group the *consultant* is authorized to sign below and confirm the [*proposer/consultant/consultant*] is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: MAY 30, 2023

SIGNATURE:

COMPANY: ARDURA Group

NAME:

JAMES P. KIZER JR

ADDRESS: 1988 Lewis Turner

TITLE:

MANAGING Principal

UNIT 3 BLVD

FT. WALTON BEACH, FL 32547

E-MAIL: JKizer@ArduRa.com

PHONE NO.: 850.244.5800



Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: MAY 30, 2023
SIGNATURE: [Signature]
COMPANY: ARDUREA GROUP
NAME: JAMES P. KIZER, JR
TITLE: MANAGING PRINCIPAL

Certificate of Non-Compliance with Buy America Requirements

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

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



**American Rescue Plan Contract Clauses
Attachment "D"**

FEDERAL REGULATIONS APPLICABLE TO THIS CONTRACT INCLUDE, WITHOUT LIMITATION, THE FOLLOWING:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this contract.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

STATUTES PROHIBITING DISCRIMINATION applicable to this contract, include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et



- seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
3. Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continuation of this contract and is binding upon Contractor and Contractor's successors, transferees and assignees for the period of this contract.
5. Contractor acknowledges and agrees that it must require any subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every subcontract or agreement subject to Title VI and its regulations between the Contractor and its subcontractors, successors, transferees, and assignees:



The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

PUBLICATIONS

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

INCREASING SEAT BELT USE IN THE UNITED STATES

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

REDUCING TEXT MESSAGING WHILE DRIVING

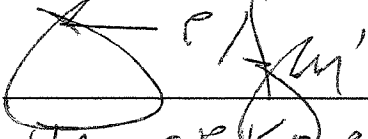
Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), contractors should adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

RECORDKEEPING REQUIREMENTS

Contractors must maintain records and financial documents for five years after all funds have been expended or returned to the County. Okaloosa County or the US Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to Okaloosa County or the US Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.



The consultant is authorized to sign below and confirms the contractor is fully able to comply with the requirements, Federal provisions (terms and conditions) / ARPA Clauses and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: MAY 30, 2023 SIGNATURE: 
COMPANY Arduro Group NAME: JAMES P. KIZER, JR
ADDRESS: 1988 LEWIS TURNER BLV
Unit 3, Ft. Walton Bch, FL 32547 TITLE: MANAGING PRINCIPAL
PHONE: 850.244.5800 EMAIL: JKizer@Arduro.com



**American Rescue Plan Grant Agreement
Attachment "E"**

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Okaloosa County Board of County Commissioners 1250 North Eglin Parkway, Ste 102 Shalimar, Florida 32579-1296	DUNS Number: 613277649 Taxpayer Identification Number: 596000765 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Carolyn Ketchel
Authorized Representative Title: Chairman
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 13, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient’s noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Okaloosa County Board of County Commissioners (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

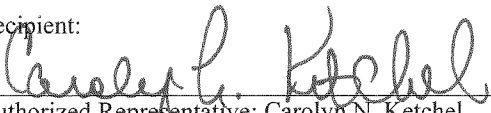
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Okaloosa County Board of County Commissioners 1250 North Eglin Parkway, Ste 102 Shalimar, Florida 32579-1296	DUNS Number: 613277649 Taxpayer Identification Number: 596000765 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:


Authorized Representative: Carolyn N. Ketchel
Title: Chairman, Board of County Commissioners
Date signed: May 11, 2021

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

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U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
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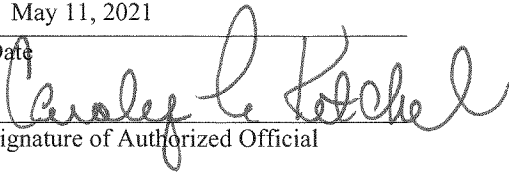
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Okaloosa County Board of County Commissioners
Recipient Carolyn N. Ketchel, Chairman

May 11, 2021

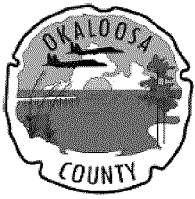
Date



Signature of Authorized Official

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BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: January 18, 2022
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jeff Littrell
SUBJECT: Shoal River Ranch WRF - Alternative Review Committee & Procurement Process
DEPARTMENT: Water and Sewer
BCC DISTRICT: 1 & 3

STATEMENT OF ISSUE: Okaloosa County Water & Sewer (OCWS) staff requests Board of County Commissioners (BCC) approval of the proposed Alternate Review Committee for all on and off site procurement related to the Project and the Design-Build procurement process for the potential Shoal River Ranch Water Reclamation Facility (SRRWRF).

BACKGROUND: On January 4, 2022, the BCC approved an initial implementation plan for the American Rescue Plan Act for \$40,933,406 in funding to Okaloosa County from U.S. Treasury. Included in this plan is \$6 Million towards a possible new wastewater plant to be located at the Shoal River Ranch. The plant site is located in District 1, with flow to the plant coming from both Districts 1 & 3.

The County's current plant in the north end - the Jerry D. Mitchem WRF (JDMWRF) - is limited by its technology (membrane bioreactor) and a max of 1 million gallons per day (MGD) of effluent disposal capacity. Although the current JDMWRF has a flow of around 0.16 MGD, the potential flow is significant, and it is best to be postured for long-term growth. In the past 6-12 months, numerous land owners, developers, and engineers have requested public sewer from the County. These requests would put the flow above 2 MGD. In addition, conversations with the City of Crestview have been initiated about possible wastewater partnerships - potentially transmitting some or all of City's wastewater to the County at some point in the future. With most of the above-mentioned growth being in the Hwy 90 East area, with the County already owning 165 acres at the Shoal River Ranch designated for a wastewater plant, and with the Shoal River Ranch parcels being primed for industrial growth, a future plant at the Shoal River Ranch appears to be the obvious conclusion.

At this point in time, no engineering consultants have been engaged on this potential large and complex project. Given some rough calculations - with no preliminary engineering or geotechnical work even started - staff estimates a maximum plant capacity of 4.5 MGD with rapid infiltration basins is possible on the 165 acres. This number could increase with more favorable soil infiltration rates and/or creative disposal solutions. Whatever size plant is built, an incremental or phased approach is generally best - this is the model used in the south end and is generally best for funding. Staff estimates a 2.25 MGD plant could be \$20-30 Million, when effluent disposal and other sub-projects are considered. With no preliminary engineering completed and with the wastewater plant construction market highly volatile, the above-mentioned numbers are highly subject to change. In addition to \$6 Million in ARPA funding,

\$6.75 Million can be made available from the OCWS 5-year Capital Improvement Plan - \$5.5 Million diverted from the JDMWRF and approximately \$1.25 Million from the expansion fund from the recent rate plan. Other potential funding sources include the federal infrastructure bill, RESTORE Pot 1, state appropriations, and a State Revolving Fund (SRF) loan.

ARPA funds must be encumbered no later than Dec 2024, and work shall be completed no later than Dec 2026. To attempt to meet these time frames on a potential large, complex project, we will need to move forward at an aggressive pace. However, we also need to be cautious and very methodical, as the concept must be proofed out and such a plant has the potential to shape north-end development for years to come. Due to these considerations, staff is recommending the Design-Build project delivery approach. This process would involve two procurements. The initial procurement would be to obtain an engineering consultant to perform preliminary engineering, geotechnical work, and cost estimates; and also serve as the Owner's Representative and Design Criteria Professional, overseeing the second procurement, which would be to obtain a design-Build team.

Attached is more information on the proposed procurement process and the preliminary scope of work. For now, the most important step in the whole project is the preliminary engineering and geotechnical work. This will help us know the maximum disposal capacity possible of the 165-acre parcel. The preliminary engineering would include locations of key infrastructure for a possible build-out of the plant and effluent disposal; these drawings would essentially be a long-term master plan of the 165-acre parcel. Once we know this and other information from the engineering consultant (such as cost estimates), decisions will need to be made by the County as to the capacity and what all components to include in the Design-Build procurement. This decision will obviously need to take into consideration funding and any development of a City wastewater partnership. Before the Design-Build procurement advertises, staff will come back to the BCC with recommendations for consideration.

The following Alternate Review Committee is recommended for the project procurements:

- Jeff Littrell, Water & Sewer Director
- Mark Wise, Utilities Deputy Director
- Darren Alford, Wastewater Operations Manager
- Scott Bitterman, County Engineer (County Public Works)
- Wayne Steele, Director of Public Services (City of Crestview)

FUNDING SOURCE:

Department #: TBD (from ARPA)

Account #TBD (from ARPA)

Budget Amount: \$6,000,000 from ARPA

OPTIONS: Approve/Deny/Modify/Postpone.

RECOMMENDATIONS: Approval of the Alternate Review Committee and to move forward

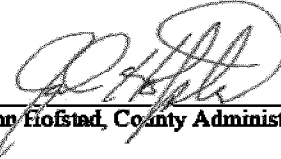
with the Design-Build procurement process for the proposed Shoal River Ranch Water Reclamation Facility.



Jeff Luttrell, Director Water & Sewer

1/10/2022

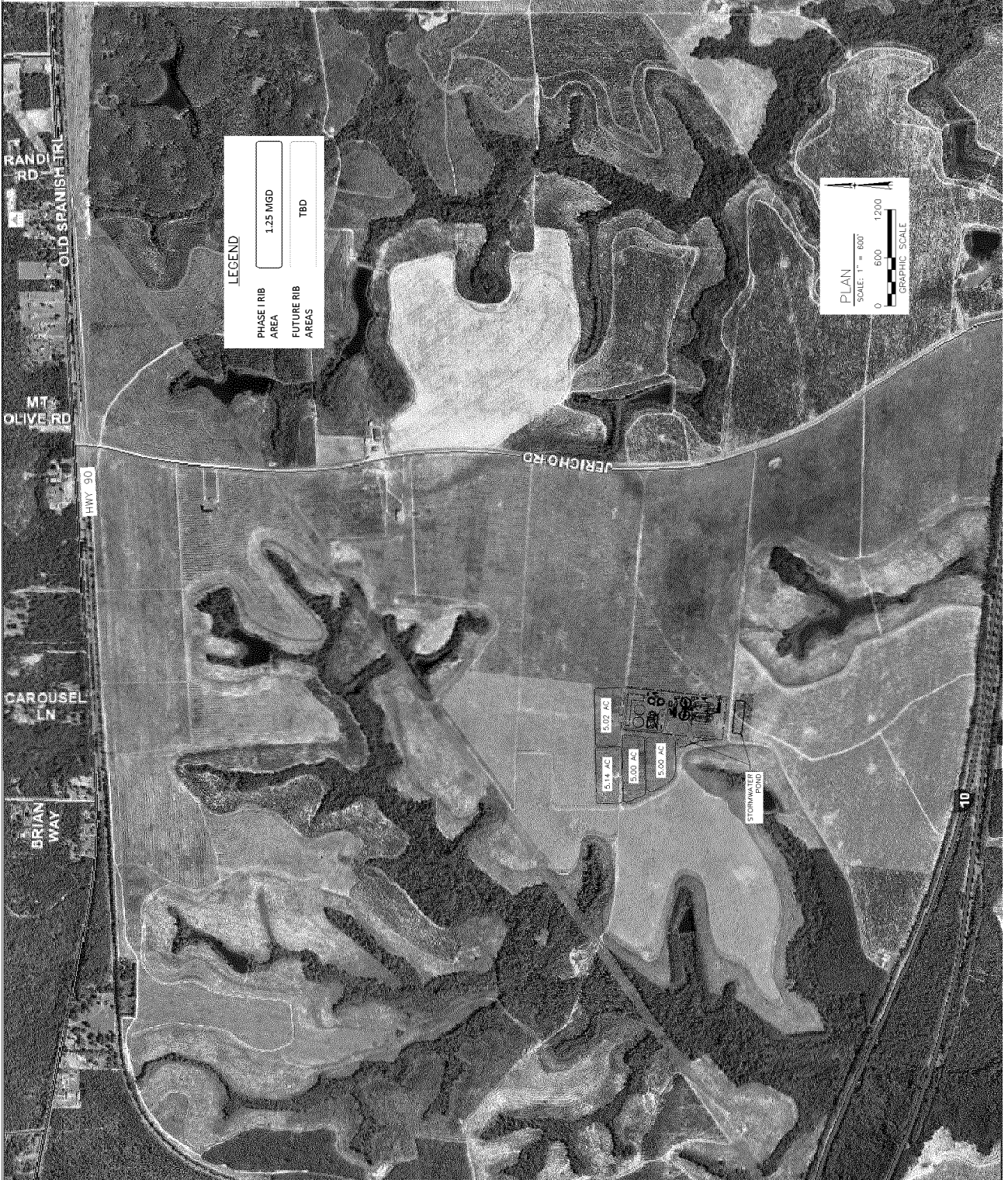
RECOMMENDED BY:



John Fiofstad, County Administrator

1/11/2022

APPROVED BY:



NO.	DATE	DESIGNED BY:	DRAWN BY:	REVISION	CHECKED BY:	APPROVED BY:

PHASE 4: 10 MGD WRF
 FUTURE RIB DISPOSAL SITE PLAN
 OKALOOSA COUNTY FLORIDA
 SHOAL RIVER RANCH
 WATER RECLAMATION FACILITY



ARDURRA
 COLLABORATE. INNOVATE. CREATE.
 4000 PARKER PLACE, SUITE 200, SEASIDE, FL 32075
 PH: 850.281.5533

FILE	SEE LEFT
VERIFY SCALE	
DATE	APRIL 2023
PROJECT	100559
DWG	

H:\PROJECT FILES\100559 OKWS SHOAL RIVER RANCH WRF_200 DESIGN\355 PRELIMINARY DRAWINGS\01 CIVIL & DEMO\PLANT LAYOUT - PHASE 4.DWG
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