

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/20/2022

Contract/Lease Control #: C22-3210-WS

Procurement#: RFQ WS 22-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: ARDURRA GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/19/2022

Expiration Date: 07/18/2027 W/1 YR RENEWALS

Description of: DESIGN CRITERIA PROFESSIONAL OWNER'S REPRESENTATIVE & CONSULTING ENGINEERING SERVICES FOR THE SHOAL RIVER WATER RECLAMATION FACILITY

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: 22-22 Tracking Number: 4647-22  
 Procurement/Contractor/Lessee Name: Ardura Grant Funded: YES  NO   
 Purpose: Shoal River Ranch WRF Design  
 Date/Term: 5 yrs w 5 yr renewals 1.  GREATER THAN \$100,000  
 Department #: 712120 2.  GREATER THAN \$50,000  
 Account #: 563909 3.  \$50,000 OR LESS  
 Amount: \$6,000,000.00  
 Department: WS Dept. Monitor Name: Citthel

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Winta Mason Date: 6-16-22  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: see mail attached Grant Name: ARPA / others  
 \_\_\_\_\_ Date: 6-16-2022  
 Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see mail attached Date: 6-16-2022  
 \_\_\_\_\_  
 Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see mail attached Date: 7-8-22  
 \_\_\_\_\_  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_



## DeRita Mason

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**From:** Suzanne Ulloa  
**Sent:** Thursday, June 16, 2022 4:11 PM  
**To:** DeRita Mason  
**Subject:** RE: 22-22 Ardurra Contract  
**Attachments:** Ardurra Draft Contract 22-22.docx

Approved for grant purposes with these changes,

*Suzanne Ulloa*

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



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

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, June 16, 2022 2:52 PM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@myokaloosa.com>; Suzanne Ulloa <sulloa@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>; Jon Kanak <jkanak@myokaloosa.com>  
**Subject:** 22-22 Ardurra Contract  
**Importance:** High

Good afternoon,

Please review and approve. This project is a hot topic and we need to get it going ASAP. The vendor is still working on the scope/fees but we wanted the basic contract to be reviewed in an effort to speed up the process.

Suzanne, when this went out to bid, it did not contain the ARAP funds, we have since learned that we will be using ARPA funds. I have attached the basic clauses. Please let me know if you need anything else.

I would like to have the initial review back no later than June 22, 2022.

I am attaching a copy of the procurement for your help in reviewing.

Thank you.

## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Thursday, June 16, 2022 4:12 PM  
**To:** DeRita Mason  
**Subject:** RE: 22-22 Ardurra Contract

DeRita,

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

Thank You

*Kristy LoFria*

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



*For all things Wellness please visit:*

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

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

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, June 16, 2022 2:52 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>; Suzanne Ulloa <[sulloa@myokaloosa.com](mailto:sulloa@myokaloosa.com)>; Kristina LoFria <[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)>; Jon Kanak <[jkanak@myokaloosa.com](mailto:jkanak@myokaloosa.com)>  
**Subject:** 22-22 Ardurra Contract  
**Importance:** High



## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Friday, July 8, 2022 3:58 PM  
**To:** DeRita Mason; Jon Kanak; Craig Coffey  
**Subject:** Fw: Ardurra Group Contract  
**Attachments:** Ardurra Draft Contract 22-22.docx; Ardurra Group.pdf; Preliminary DCP Cost Estimate.xlsx

**Importance:** High

DeRita,

Exhibit B should be the Compensation and Hourly Per Diem Rate Schedule, not the independent cost estimate.

I recommend we make the following change:

**Agreement Price Adjustments:** The Contractor may request a Percentage Price Increase adjustment, in writing or electronically by September 1<sup>st</sup> of each preceding year remaining in the contract. If a contractor fails to request a Percentage Price Increase adjustment prior to September 1<sup>st</sup>, 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 the fixed three (3) percent or most current CPI Index Rates of the price of the contract for the preceding 12 months, with board approval. No retroactive contract price adjustments will be allowed. The price adjustments will not require board approval if it is under the above stated percentage.

I have also sent the requested Percentage Price Increase Adjustments provision to Craig for his sign off. Once we hear back from Craig, this is approved with the changes I've included here.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Friday, July 8, 2022 9:54 AM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Jon Kanak  
**Subject:** Ardurra Group Contract



# Board of County Commissioners Purchasing Department

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State of Florida

Date: May 6, 2022

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

Design Criteria Professional, Owner's Representative & Consulting Engineering Services for The Shoal River Ranch Water Reclamation Facility

Okaloosa County would like to thank all businesses, which submitted proposals to the Design Criteria Professional, Owner's Representative & Consulting Engineering Services for The Shoal River Ranch Water Reclamation Facility. (RFQ WS 22-22)

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

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

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

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

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager





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

## Detail by FEI/EIN Number

Florida Profit Corporation  
ARDURRA GROUP, INC.

### Filing Information

<b>Document Number</b>	555540
<b>FEI/EIN Number</b>	59-1782900
<b>Date Filed</b>	12/19/1977
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	02/06/2019
<b>Event Effective Date</b>	NONE

### Principal Address

4921 MEMORIAL HWY, Ste 300  
TAMPA, FL 33634-7520

Changed: 04/09/2021

### Mailing Address

4921 MEMORIAL HWY, Ste 300  
TAMPA, FL 33634-7520

Changed: 04/09/2021

### Registered Agent Name & Address

CT Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324

Name Changed: 01/31/2020

Address Changed: 01/31/2020

### Officer/Director Detail

#### **Name & Address**

Title CFO, Treasurer

Cahill, Catherine

Smith, Alexandra  
4921 MEMORIAL HWY  
TAMPA, FL 33634-7520

Title Director

Brindisi, Anthony  
4921 Memorial Highway  
Tampa, FL 33634

Title Director

Bishop, James  
4921 Memorial Highway  
Tampa, FL 33634

Title Director

Costello, Rob  
4921 Memorial Highway  
Tampa, FL 33634

Title AS Vice President

Galbavy, John D.  
4921 MEMORIAL HWY, Ste 300  
TAMPA, FL 33634-7520

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	01/18/2021
2021	04/09/2021
2022	01/27/2022

#### **Document Images**

<a href="#"><u>01/27/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/09/2021 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/18/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/31/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/08/2019 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/07/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/06/2019 -- Amendment</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/31/2019 -- Amendment</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>12/18/2018 -- Amendment and Name Change</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/21/2018 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/19/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/28/2017 -- Merger</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/28/2017 -- Amended and Restated</u></a>	<a href="#">View image in PDF format</a>





# ARDURRA GROUP, INC.

Unique Entity ID <b>KDJLNJ742G43</b>	CAGE / NCAGE <b>5PTY7</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 28, 2023</b>	
Physical Address <b>4921 Memorial HWY STE 300 Tampa, Florida 33634-7507 United States</b>	Mailing Address <b>4921 Memorial HWY STE 300 Tampa, Florida 33634-7507 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>Ardurra Group, Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 14</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>www.ardurra.com</b>

### Registration Dates

Activation Date <b>Feb 1, 2022</b>	Submission Date <b>Jan 28, 2022</b>	Initial Registration Date <b>Sep 16, 2009</b>
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### Entity Dates

Entity Start Date <b>Dec 19, 1977</b>	Fiscal Year End Close Date <b>Dec 31</b>
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### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

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

Active Exclusions Records?

No

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

Yes

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
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**Design Criteria Professional, Owner's Representative, and Consulting Engineering  
Services for the Shoal River Ranch Water Reclamation Facility**

**Between**

**The Board of County Commissioners of Okaloosa County**

**And**

**Ardurra Group, Inc.**

This Agreement made on July 19, 2022 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Suite 100, Shalimar, Florida 32579, and Ardurra Group, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL 32547.

**RECITALS**

**WHEREAS**, COUNTY will require the services of a qualified engineering firm to perform certain professional and technical services for the proposed Shoal River Ranch Water Reclamation Facility [PROJECT], as determined by the COUNTY; and

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

**WHEREAS**, the COUNTY, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are hereby incorporated, as stated in Exhibit D attached hereto; and

**WHEREAS**, the CONSULTANT has the expertise, and has thorough knowledge of such services, and presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated April 21, 2022 in response to RFQ #WS 22-22.

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

**SECTION 1. BASIC SERVICES**

**1.1. Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's response to RFQ #WS 68-18 is also made part of this AGREEMENT, attached hereto as Exhibit C and incorporated by reference.

**1.2. Basic Services.** The services to be performed under this AGREEMENT are described in further detail in Exhibit A - Scope of Services, attached to this AGREEMENT, and incorporated by reference. In general, the CONSULTANT agrees to provide the following services:

*Professional services required to complete PROJECT including, but not limited to: serve as the Design Criteria Professional; prepare preliminary engineering services, analyze disposal options, and prepare 100% design drawings; prepare 100% design drawings on*



*related sub-projects; serve as the Owner's Representative in procuring, overseeing, and coordinating with a design-build (D/B) contractor; prepare the Request for Qualifications (RFQ) for the D/B contractor, as well as the Request for Proposal (RFP) and the Design Criteria Package (performance specifications and preliminary engineering); evaluate Statement of Qualifications, RFP responses and bids; perform engineer's cost estimates; permitting; assistance in seeking funding; grant administration; engineering services during construction; resident observation; coordinate complete system startup; construction administration; perform any miscellaneous engineering and technical services required in support of the PROJECT and specifically requested by the County.*

- 1.3. Term of AGREEMENT.** This AGREEMENT will become effective upon full execution of this document by both parties, and will be for a five (5) year period. Unless earlier terminated by either party, this AGREEMENT will be automatically renewed for additional one (1) year periods until final completion of the construction project.
- 1.4. Agreement Price Adjustments:** The Contractor/Consultant may request a Price Increase Adjustment for the period after December 31, 2023, in writing by January 1 of each preceding year remaining in the contract. If Contractor/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 Adjustments may not exceed, under any circumstances, the fixed three (3) percent or most current CPI Index Rates of the price of the contract for the preceding 12 months, whichever is less. The Price Increase Adjustments will not require board approval.

## **SECTION 2. ADDITIONAL SERVICES**

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

## **SECTION 3. OBLIGATIONS OF THE COUNTY**

- 3.1. The COUNTY's Responsibilities.** It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:
  - 3.1.1.** Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
  - 3.1.2.** Arranging for and holding promptly any required meetings between the COUNTY and CONSULTANT.
  - 3.1.3.** Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.

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

#### **SECTION 4. OBLIGATIONS OF THE CONSULTANT.**

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

#### **SECTION 5. Contractor Indemnification and Claims.**

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

**5.4. Indemnification.** CONSULTANT shall indemnify and hold harmless the COUNTY, its officers and employees from any liabilities, claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of any claims by third parties to the extent caused by the negligence, recklessness or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed under this AGREEMENT.

## **SECTION 6. TIME SCHEDULE**

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

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

## **SECTION 7. AMOUNT AND METHOD OF PAYMENT**

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

**7.2. Payment by the COUNTY.** Unless otherwise disputed, the COUNTY will process payment to the CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoice.

**7.3. Compensation.** The compensation for the various work tasks associated with this AGREEMENT are defined in Exhibit A - Scope of Services. Payment will be calculated and invoiced as either a percent complete for identified Lump Sum (LS) tasks or rate based Time and Material (T&M) tasks. T&M tasks will be billed based on CONSULTANT's

rates, included as Exhibit B - Compensation and Hourly Per Diem Rate Schedule, for the actual time worked on each task.

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

## **SECTION 8. CHANGES**

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

## **SECTION 9. DISPUTES**

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

## **SECTION 10. DELAY OR SUSPENSION OF WORK**

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

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

## **SECTION 11. TERMINATION OF AGREEMENT**

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

## **SECTION 12. INSURANCE**

- 12.1. CONSULTANT's Coverage.** Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY.
- 12.2. Additional Insured.** The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.

**12.4. Minimum Coverage.** The minimum required coverage is the following:

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

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

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

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

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

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

## **SECTION 13. GENERAL PROVISIONS**

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

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

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

### **13.3.1. Representatives.**

13.3.1.1. The authorized representatives of the COUNTY shall be:



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

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: Joseph G. Crews  
Title: Practice Director  
Company: Ardurra Group, Inc.  
Address: 1988 Lewis Turner Blvd, Unit 3  
Fort Walton Beach, FL 32547  
Telephone: 850-244-5800  
Facsimile: \_\_\_\_\_  
E-Mail: jcrews@ardurra.com

13.3.1.3 Courtesy copy to:

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

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

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

**13.4.1.** Exhibit A – Scope of Services

**13.4.2.** Exhibit B – Compensation and Hourly Per Diem Rate Schedule

**13.4.3.** Exhibit C – CONSULTANT’s proposal submitted to the COUNTY for RFQ #WS 22-22

**13.4.4.** Exhibit D – Standard Contract Clauses and Federal Clauses

- 13.5. Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- 13.6. Compliance with the Law.** CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
- 13.7. Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. Covenants.**
- 13.8.1.** The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.
- 13.8.2.** CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

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

**13.11. Confidentiality and Public Records.**

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

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

**13.11.3. Public Records.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536. PHONE: (850) 689-5772 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

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

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

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

## **SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE**

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

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

support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

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

## **SECTION 15. AUTHORIZATION FOR EXECUTION**

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

## **SECTION 16. MINORITY/WOMEN'S BUSINESS ENTERPRISES**

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

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

## **SECTION 17. PROCUREMENT OF RECOVERED MATERIALS**

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



affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **SECTION 18. ENVIRONMENTAL AND ENERGY POLICIES**

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

### **18.1.2. Clean Air Act.**

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

### **18.1.3. Federal Water Pollution Control Act.**

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

## **SECTION 19. FEDERAL SUSPENSION AND DEBARMENT**

**19.1.1** This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **SECTION 20. LOBBYING**

- 20.1.1** Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **SECTION 21. COMPLAINT WITH FEDERAL, STATE AND LOCAL LAWS**

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

## **SECTION 22. FEDERAL REGULATIONS**

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

## **SECTION 23. ENFORCEMENT COSTS**

**23.1.1** If any legal action or other proceeding is brought for the enforcement of this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **SECTION 24. DEBT**

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

## **SECTION 25. PERSONNEL**

**25.1.1** The CONSULTANT is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

**25.1.2** The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY, nor shall such personnel be entitled to any benefits of the COUNTY including, but not limited to, pension, health and workers' compensation benefits.

**25.1.3** All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

**25.1.4** Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in CONSULTANT's statement of qualifications, must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY's Representative before

said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

**25.1.5** The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

**25.1.6** The CONSULTANT warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this AGREEMENT meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. CONSULTANT shall indemnify, defend and hold harmless the COUNTY, its officers and employees from and against any sanctions and any other liability which may be assessed against the CONSULTANT in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

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

## **SECTION 26. TRUTH IN NEGOTIATION REPRESENTATIONS**

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

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

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

**The COUNTY**  
**Board of County Commissioners of**  
**Okaloosa County**

**ARDURRA GROUP, INC.**

By: Mel Ponder  
Mel Ponder  
Title: Chairman



By: Joseph G. Crews  
Joseph G. Crews  
Title: Southeast Water Practice Director

Attested: J.D. Peacock II  
For J.D. Peacock II, Clerk

David G. Marshall  
David G. Marshall

\*\*\*\*\* END \*\*\*\*\*



# **Exhibit A— Scope of Basic Services for Owner’s Representative and Design Criteria Professional Services for the Shoal River Ranch WRF Program Management Services**

## **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, Design Criteria Professional 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 2-6, and 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 - 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.
- 2.2 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, FDEP, NFWFMD, RESTORE, CDBG, FEMA, USDA, 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.
- 2.3 CONSULTANT will prepare and provide grant writing services, including preparation of the benefit-cost analysis or economic impact analysis, as required.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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. City of Crestview Connection Alternatives Analysis and Costing**

CONSULTANT shall develop an alternatives analysis and cost estimates for feasible options to divert all or portions of The City of Crestview (CITY) wastewater into the COUNTY collection and treatment system. Flow analysis will be considered for current and future developments contributing to CITY and the COUNTY's service areas. The specific work to be completed in this task shall consist of the following:

### **3.1 Flow Analysis / Master Plan**

- 3.1.1 OCWS / City of Crestview Flow Projections
  - 3.1.1.1 Meet with OCWS/ Growth Management and City of Crestview staff to collect data on current wastewater flows, proposed or known developments, and review future land use and zoning map for larger parcels.
  - 3.1.1.2 Develop a master plan for the Mid-County sewer system based on data collected. Evaluate projected ERUs and calculate base flow projection for short-term and long-term growth.
  - 3.1.1.3 Projections will be based on current collection system services areas and the Shoal River Ranch areas.
  - 3.1.1.4 CONSUL TANT will hold workshops with COUNTY, as needed, to review the data and flow analysis and to develop the potential short-term and long-term wastewater treatment demands.

### **3.2 Alternatives Analysis**

- 3.2.1 CONSULTANT shall review several options with the COUNTY to best convey the CITY's wastewater influent to the COUNTY's wastewater treatment facility. The options will include



specific requirements to transmit the flows to the COUNTY's new Shoal River Ranch WRF (SRRWRF). The three options being considered and evaluated are noted below. Under each option, multiple scenarios will be developed for each and presented to the COUNTY for review and further direction to the CONSULTANT. Each option will include the proposed layout, material and infrastructure requirements, and estimated construction cost.

- 1) Pump all CITY's current and future wastewater to the COUNTY facility.
  - 2) Pump only the flows received at the CITY's LS #9 to the COUNTY.
  - 3) Do not send any of the CITY's flows. Only perform upgrades or new installation of the COUNTY's conveyance infrastructure.
- 3.2.2 Review routing options for constructability, ROW /Easements, access, permitting requirements, and infrastructure improvements (Lift Stations/RePump Station).
- 3.2.3 Develop preliminary hydraulic analysis and determine force main sizing; lift station/repump pumping requirements; and wastewater treatment requirements.
- 3.2.4 CONSULTANT will prepare an Opinion of Probable Cost for the various options for capital projects and projected operations & maintenance expenditures. The estimates of project costs provided by the CONSULTANT will be made based on information available to the CONSULTANT. Determining prices will be based on current market conditions and potential future economic conditions. There will be no guarantee or warranty that future costs will not vary from estimates and projections.
- 3.2.5 The CONSULTANT will hold workshops with the COUNTY's management and staff to present the routing, constructability, and cost estimates for each of the various options analyzed. The information will be presented in Power Point format as well as electronically. For this effort, the CONSULTANT is estimating up to three (3) meetings may be necessary.
- 3.2.6 Following the COUNTY's review and guidance, the CONSULTANT will hold additional workshops and provide presentations to all COUNTY and CITY stakeholders to review the selected options and discuss the benefits analysis for each. For this effort, the CONSULTANT is estimating up to two (2) meetings may be necessary.

## **Work Task 4. Master Planning**

CONSULTANT shall develop an analysis of effluent disposal alternatives, and the master plan will be for the build-out of the new 10 MGD disposal system and SRRWRF. The CONSULTANT will work to maximize disposal on the 165 acres property excluding property required 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:

### **4.1 Master Plan Development**

- 4.1.1 Develop the Build-Out of the SRRWRF.
- 4.1.1.1 Develop 10% Conceptual Layout Drawings for the initial Phase I facility and the final 10 MGD facility. Based on the outcome of Work Task 3 (flow projections and City/County decisions) and available funding at the time, the COUNTY will determine the size of the initial Phase 1 facility.
- 4.1.1.2 The plan will include development of the entire 165-acre parcel, including effluent disposal, septage/FOG disposal system, and a regional solids handling facility.
- 4.1.2 Assist the COUNTY with the development of a Capital Improvement/Implementation Program

4.1.3 Meet with stakeholders, attend workshops, and provide presentations as needed.

## **4.2 Geotech Exploration**

4.2.1 CONSULTANT will perform a geotechnical field investigation consisting of:

4.2.1.1 Clearing access paths to the boring locations using a bush hog.

4.2.1.2 Mobilize a truck-mounted drill rig and drill team to the site.

4.2.1.3 Drill ten SPT borings to 20 feet on the proposed plant location site.

4.2.1.4 Drill eight SPT or hand auger borings to 6 feet in the proposed access road areas.

4.2.1.5 Drill eighteen SPT borings to 35 feet in the stormwater pond/RIBS areas.

4.2.1.6 Obtain Shelby tube or relatively undisturbed soil samples from stormwater pond/RIBS borings for permeability testing.

4.2.1.7 Perform a visual classification of the soil samples obtained during our exploration.

4.2.1.8 Run laboratory tests such as moisture content and percent passing a number sieve to evaluate soil properties for our analysis.

4.2.1.9 Conduct falling head permeability tests with grain size analysis on the Shelby tube samples.

4.2.1.10 Analyze the field and laboratory data to provide recommendations for the project.

## **4.3 Effluent Disposal Alternatives**

4.3.1 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 165-acre 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).

4.3.2 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.

4.3.2.1 Rapid Infiltration Basins (RIBs)

4.3.2.2 Shallow Well Injection

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

4.3.3 Once the scope is better defined, the COUNTY may authorize additional scope of services under a Work Task 8 to include permitting, design services, bid services, and construction services for the effluent disposal system.

## **4.4 Groundwater Modeling / Mounding Analysis**

4.4.1 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.

4.4.1.1 Prepare conceptual level drawings utilizing optimum RIB layout that the design engineer can use as the basis for the design of the final RIB system.

## **Work Task 5. Jericho Road Improvements Design Services**

Upon completion of the Work Task 3 and as authorized by the COUNTY, the CONSULTANT shall coordinate with OCWS and OCPW to evaluate the proposed roadway improvements, pipeline routes, and other associated parameters to design the new access road and utilities along the east-west corridor from Jericho Road to the SRRWRF as well as any extension of Jericho Road (undeveloped section south of Hwy 90 to the east-west corridor road). Assist OCWS with procurement of the materials to allow the COUNTY to self-perform the utility portion of the work with in-house forces. The specific work to be completed in this task shall consist of the following:

### **5.1 Evaluation Services**

CONSULTANT shall collect and review pertinent information regarding the existing utilities and roadway design drawings.

- 5.1.1 Coordinate with other consultants with existing contracts/projects with the COUNTY on design information, including water, sewer, road, and drainage layouts.
- 5.1.2 Develop a hydraulic model for the conveyance of current and future flows determined in the Work Task 3 scope. The model will also include future development along Jericho Road and potential future force main manifolds. The models will be evaluated based on COUNTY's desire to keep the peak flow pressure below 100 psi in the new and existing force mains.
- 5.1.3 The model will utilize current and existing topological surveys, profile data, and drawings to determine pipe size, lengths, and gradient to create an overall model.

### **5.2 100 % Design Services**

- 5.2.1 Develop 30%-60%-90% and Final Design & Technical Specifications for the following:
  - 5.2.1.1 Jericho Road (100' ROW) starting from COUNTY current design termination to the SRRWRF Entrance Road (east-west corridor)
  - 5.2.1.2 SRRWRF Entrance Road
- 5.2.2 The design will include roadway layout, stormwater (conveyance and storage), and utilities, including power and communication/fiber, water, and sanitary sewer.
- 5.2.3 Provide material take-offs and cut/fill calculations
- 5.2.4 Coordination with Okaloosa County Public Works on construction phasing.

### **5.3 Permitting**

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

- 5.3.1 CONSULTANT will prepare and complete permit applications and drawings as required by FDEP, NFWFMD, and COUNTY Public Works) for their permitting process and submit it to the COUNTY for review. Following review by the COUNTY, the CONSULTANT shall adjudicate any comments, prepare a final version of the permit applications, sign, and seal it, and submit it to the permitting agencies.
- 5.3.2 The administrative cost of the permit applications is not included in this Scope of Services.

### **5.4 Bid Phase and Services During Construction**

If in the future the COUNTY determines that CONSULTANT shall perform this service, an adjustment to the scope of work and compensation shall be negotiated as a revision to the original Agreement.

## **Work Task 6. Design/Build Team Procurement Management**

The CONSULTANT shall coordinate and manage the work associated with the Design/Build Procurement Process. This includes the development of the request for qualifications (RFQ), assisting COUNTY in reviewing of the Statements of Qualifications (SOQs) and the pre-qualification of D/B Teams, development of the request for proposals (RFP), solicitation of proposals, and review of the proposals, and technical evaluations and recommendation. Specifically, the CONSULTANT shall perform the following services:

### **6.1 Develop the Request for Qualifications (RFQs)**

- 6.1.1 CONSULTANT shall develop an RFQ Package and a notice that will be published to solicit, SOQs from interested D/B Teams.
- 6.1.2 The RFQ will explain the nature of the project and enable the short-listing of qualified firms and shall be based on the most recent RFQ used to solicit D/B Teams for the Arbennie Pritchett WRF D/B Projects.
- 6.1.3 The RFQ development will occur simultaneously with the DCP development process
- 6.1.4 The basis of D/B Team qualification will be a set of passes or fail criteria. These criteria will address the legal structure of the team experience with jobs of comparable size and nature for all members of the D/B Team, financial capacity, bonding capacity, reference checks, and the respondents' project approach. This approach will provide the COUNTY with a process that will ensure qualified D/B Teams and a defensible screening process to select teams for the short-list.

### **6.2 Managing the Pre-Qualification of Interested D/B Teams.**

- 6.2.1 CONSULTANT shall coordinate its activities with the COUNTY.
- 6.2.2 CONSULTANT shall manage the development of a process to screen and pre-qualify candidate design-build teams using the RFQ developed in previous tasks. The pre-qualification process will include the service agreement principles that contain the major contractual provisions and the D/B business framework. The final product shall be to establish a shortlist of qualified vendors.
- 6.2.3 CONSULTANT shall manage the development of a Pre-qualification solicitation package advertisement to notify interested D/B Teams of the project.
- 6.2.4 CONSULTANT shall manage workshops and meetings with COUNTY, and regulatory staff, as needed, to review the pre-qualification process.
- 6.2.5 CONSULTANT shall solicit and evaluate the responses to the RFQ, shall prepare for and attend one pre-submittal meeting and shall prepare responses to questions and/or addenda.
- 6.2.6 CONSULTANT shall review and evaluate the qualifications submitted in response to the RFQ. The purpose is to determine which D/B Teams meet the pass/fail criteria and then provide information for the short-listing of the remaining D/B teams. The evaluation process will be based on the criteria included in the RFQ and will focus on the respondent's financial and technical qualifications. Technical evaluations will be based on established evaluation criteria.
- 6.2.7 CONSULTANT shall perform evaluations of the D/B Team's net worth, liquidity and equity, profitability, and other financial qualifications.
- 6.2.8 Upon receipt of the SOQs, CONSULTANT shall prepare an initial evaluation report based on the evaluation criteria established for the project. This will assist the COUNTY staff in the overall selection process. The following proposal evaluation criteria may include:
  - 6.2.8.1 The respondent's prior experience on similar projects.
  - 6.2.8.2 The respondent's management capability, availability, and financial resources.
  - 6.2.8.3 CONSULTANT shall perform due diligence investigations on certain reference facilities and references that are included within the respondent's SOQ. This effort will be used to verify the information contained in the SOQ and to verify the respondent's submission. Due diligence investigations may consist of:

- 6.2.8.3.1 Phone interviews of references and discussions with the owners of the reference facilities about the proposer's services.
- 6.2.9 CONSULTANT shall prepare a draft SOQ evaluation report that summarizes the RFQ evaluation process and activities results. Based on the evaluation of the SOQs, the CONSULTANT will attend a meeting with the COUNTY approved Selection Committee to present the evaluation report. The COUNTY's Selection Committee will then review the information and score the proposals for determination of the final short listed D/B Teams.

### **6.3 D/B Team RFP Development and Proposal Solicitation / Review**

- 6.3.1 CONSULTANT shall coordinate its activities with the COUNTY.
- 6.3.2 CONSULTANT shall prepare the RFP documents in conjunction with the DCP documents. Both documents will be submitted simultaneously to the short-listed firms for use in the preparation of their final proposal. The scope of work associated with the development of the DCP is addressed in a separate Work Task of this document.
- 6.3.3 CONSULTANT shall manage the development of an RFP to solicit Proposals from short-listed D/B Teams. At a minimum, the RFP shall contain the following:
  - 6.3.3.1 Items required by State of Florida Statute 287.055., Consultant's Competitive Negotiation Act (CCNA).
  - 6.3.3.2 The time and place responses are due.
  - 6.3.3.3 Minimum requirements and any limitations that apply to the selection of D/B Teams.
  - 6.3.3.4 Terms and provisions to be included in the service agreement.
  - 6.3.3.5 A description of the process to be used to evaluate proposals including the evaluation factors and their relative weight.
- 6.3.4 CONSULTANT shall manage the distribution of the RFP and associated documents to the short-listed D/B Teams. CONSULTANT shall conduct and facilitate a mandatory pre-proposal conference with all of the short-listed D/B Teams to clarify the RFP process. Following these meetings, CONSULTANT shall prepare addenda to the RFP and to the draft service agreement.
- 6.3.5 CONSULTANT in conjunction with the COUNTY staff will hold proprietary meetings with each of the proposed D/B Teams. The purpose of these interviews will be to allow the D/B Team to present confidential conceptual design ideas to the COUNTY and clarify PROJECT goals prior to submittal of their proposal. Such meetings will be clearly defined in the RFP prior to advertisement.
- 6.3.6 Upon receipt of the proposals, the CONSULTANT shall prepare an initial evaluation report based on the evaluation criteria established for the project. This will assist the COUNTY's selection team in the overall selection process. The following proposal evaluation criteria may include:
  - 6.3.6.1 The respondent's prior experience on similar projects.
  - 6.3.6.2 The respondent's management capability, availability and financial resources.
  - 6.3.6.3 Nature of design proposed, system reliability, performance standards for the facility.
  - 6.3.6.4 Project performance warranties, liquidated damages and other enforcement provisions.
  - 6.3.6.5 Environmental protection measures to be used.
  - 6.3.6.6 Allocation of project risks.
  - 6.3.6.7 The proposed selection process would allow the COUNTY to use a combination of qualification and other criteria in the selection process and to use cost in negotiating an agreement.
  - 6.3.6.8 The acceptability of the proposed service agreement to the proposer is an important evaluation criterion. The service agreement will contain performance standards, warranties, liquidated damages and enforcement provisions, and establishing allocation of project risks.
- 6.3.7 CONSULTANT shall conduct due diligence investigations on certain reference facilities and references included within proposals. This effort will be used to verify the information contained in the proposals and the applicability of the reference facilities to those included in the proposals. Due diligence investigations may consist of:
  - 6.3.7.1 Phone interviews of references and discussions with the owners of the reference facilities about the proposer's services.

- 6.3.7.2 Discussions with representatives from appropriate regulatory agencies to confirm the facility's compliance with permit conditions.
- 6.3.7.3 Review of applicable local and state regulatory requirements, including investigations of prior violations of federal, state, and local regulations.
- 6.3.7.4 CONSULTANT shall coordinate with the COUNTY during the development of an interview approach and with the preparation of interview questions. Such questions will be based on both proposal-specific information and the information obtained during the due diligence investigations.
- 6.3.8 CONSULTANT shall review and screen the proposals for completeness and determine if the proposal meets the minimum requirements outlined in the DCP. The CONSULTANT shall prepare a list of clarification questions for each proposal.
- 6.3.9 Based on the evaluation of the proposals, the CONSULTANT will attend a meeting with the COUNTY and approved Selection Committee to identify the recommended D/B Team. The CONSULTANT will present the findings in a recommendation report.
- 6.3.10 Based on evaluating the best and final proposals, the COUNTY shall select a preferred D/B Team to begin negotiating a final contract. Following approval of this selection by the governing board, COUNTY and CONSULTANT shall open the cost proposals and begin to evaluate the proposed PROJECT costs.

#### **6.4 D/B Team Negotiation and Contracting**

- 6.4.1 Based upon the evaluation of the best and final proposals as described in earlier Work Tasks, and the recommendation from the COUNTY approved Selection Committee, the COUNTY shall select a preferred D/B Team to begin negotiating a final contract. CONSULTANT shall coordinate with the COUNTY during these negotiations to provide relevant information and data, offer opinions on technical and contractual issues, and evaluate any changes' costs. If the negotiation is unsuccessful and the COUNTY begins negotiations with any other selected respondent, the CONSULTANT shall assist in those negotiations. Specifically, the CONSULTANT shall:
  - 6.4.1.1 Assist the COUNTY during negotiations with the most responsive D/B Team.
  - 6.4.1.2 Clarify terms consistent with COUNTY's desired levels of legal, financial, regulatory, and engineering risk.
  - 6.4.1.3 Make a recommendation regarding service agreement execution.
  - 6.4.1.4 When the negotiation process is complete, assist the COUNTY in executing the required service agreement, including project performance bonds or other security sufficient to secure adequate performance by the D/B Team.

#### **Work Task 7. Design Criteria Package Development and Design Services**

CONSULTANT shall serve as the Design Criteria Professional and coordinate with the COUNTY to develop a Design Criteria Package (DCP) for the PROJECT that complies with State Statutes and the COUNTY's criteria, which meets COUNTY objectives, and that facilitates efficient proposal evaluations and contract negotiations. The principal goal of the DCP is to provide enough guidance to respondent D/B Teams to ensure the COUNTY's project goals are met. The specific work to be completed in this task shall be defined under a revision to the original Agreement, including modifications to this work task and additional compensation.

#### **Work Task 8. Design Services for Effluent Disposal Systems**

Upon completion of the Work Task 4 and as authorized by the COUNTY, the CONSULTANT shall perform design services for the effluent disposal system for the initial SRRWRF project. Work to be performed will include permitting, design services, construction services, and assistance with procurement of the materials to allow the COUNTY to self-perform the work with in-house forces.



The CONSULTANT shall perform these services under a revision to the original Agreement, including modifications to this work task and additional compensation.

### **Work Task 9. 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:

- 9.1 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).
- 9.2 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).
- 9.3 There are no anticipated conflicts with Eglin Air Force property and no coordination efforts are included in this Scope of Services.

### **Work Task 10. Design Services for Outlying SRRWRF Projects**

If the COUNTY determines that CONSULTANT shall perform these services, an adjustment to the scope of work and compensation shall be negotiated as a revision to the original Agreement.

### **Work Task 11. Design Coordination, Services During Construction, and Resident Observation Services**

If the COUNTY determines that CONSULTANT shall perform these services, an adjustment to the scope of work and compensation shall be negotiated as a revision to the original Agreement.

### **Work Task 12. System Startup, Performance Evaluation, and Contract Close-Out**

If the COUNTY determines that CONSULTANT shall perform this service, an adjustment to the scope of work and compensation shall be negotiated as a revision to the original Agreement.

### **Work Task 13 Preparation of Process Operation and Maintenance Manual**

If the COUNTY determines that CONSULTANT shall perform these services, an adjustment to the scope of work and compensation shall be negotiated as a revision to the original Agreement.

### **Work Task 14. Instrumentation and Control (I&C) Programming and Integration**

If in the future the COUNTY determines that CONSULTANT shall perform this service, an adjustment to the scope of work and compensation shall be negotiated as a revision to the original Agreement.

### **Additional Services**

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

- Design services for upgrades or modifications to other contributing pumping stations or gravity conveyance systems.
- Site survey, topography, wetland delineation, or project staking.

- Provide additional services in connection with rejecting bids and re-bidding construction projects when such actions are for causes beyond the CONSULTANT's control.
- Provide full-time RO services
- Provide services that are outside the Construction Phase Services for additional work resulting from prolonged delinquency or insolvency of the CONTRACTOR; or as a result of damage to the construction of the project caused by fire, flood, earthquake, or other acts of God, all exclusive of additional work resulting from litigation.

\*\*\*\*\* End \*\*\*\*\*

## Exhibit B—2022 Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Owner’s Representative and Design Criteria Professional Services for the Shoal River Ranch WRF Design Build 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 1 of each preceding year remaining in the contract. If the Consultant fails to request a Price Increase Adjustment prior to January 1<sup>st</sup>, no adjustment will be allowed for the next 12 month period of the contract. Said Price Increase Adjustments may not exceed, under any circumstances, the fixed three (3) percent or most current CPI Index Rates of the price of the contract for the preceding 12 months, whichever is less. The Price Increase Adjustments will not require board approval.

### Compensation

As compensation for providing the services described in Exhibit A – Scope of Basic Services for Owner’s Representative and Design Criteria Professional Services for the Shoal River Ranch WRF Design Build 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 <sup>(1)</sup>	Cost + 5%

<sup>(1)</sup> Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

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

The Total Budget Ceiling for this AGREEMENT is \$1,234,947.00 The estimated individual Work Tasks specified in Exhibit A-Scope of Services, for this AGREEMENT are presented in Table 3, below:

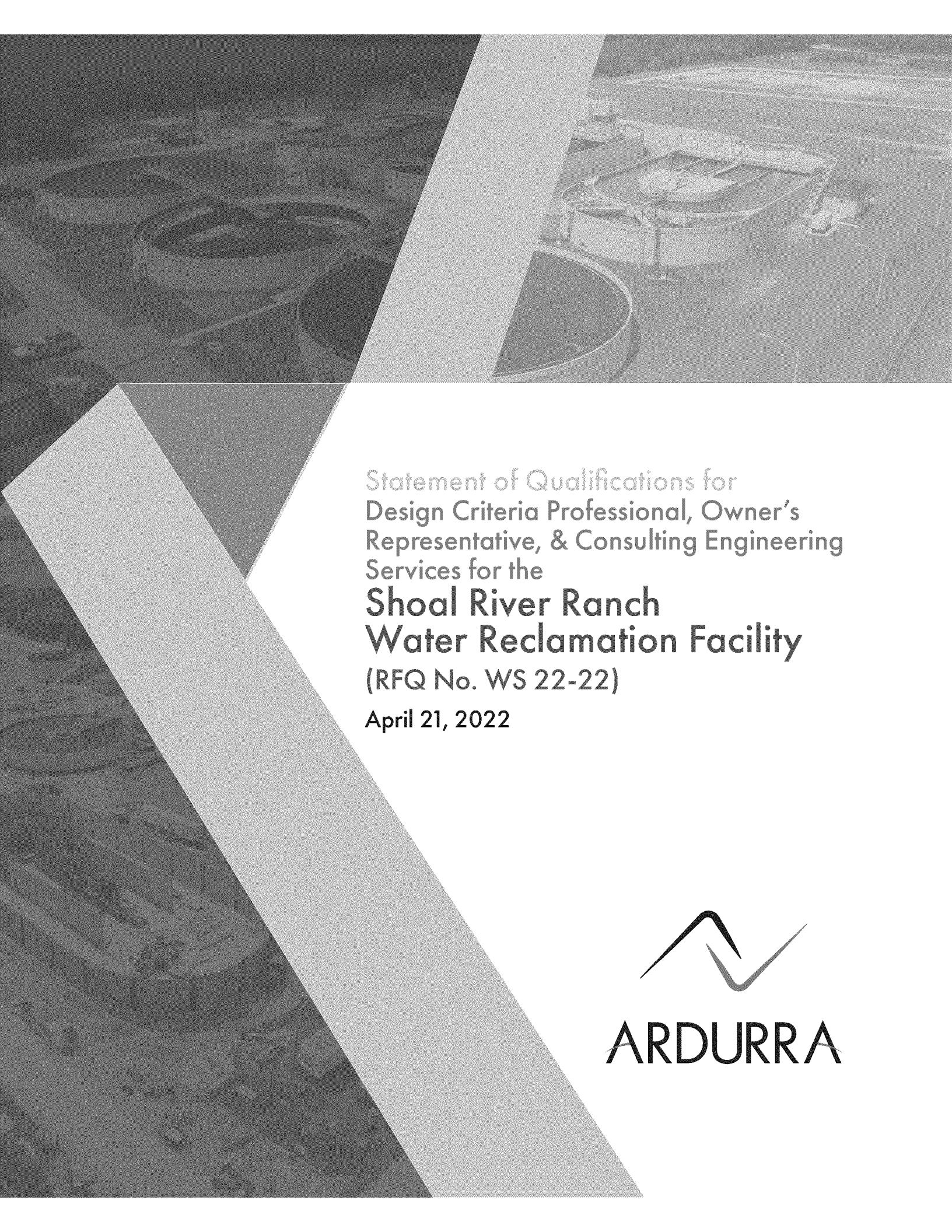
**Table 3. Breakdown of Budget Ceiling**

Work Task Description	Work Task Cost Amounts	Compensation Method
1. Program Management	\$ 139,488	Time & Expense
2. Assistance with Funding	\$158 593	Time & Expense
3. City of Crestview Connection Alternatives Analysis	\$89,800	Time & Expense
4. Master Planning	\$187,426	Lump Sum
5. Jericho Road Improvements Design Services	\$446,264	Time & Expense
6. Design/Build Team Procurement Management	\$184,712	Lump Sum
7. DCP Development/Design Services	TBD	TBD
8. Design Services for Effluent Disposal Systems	TBD	TBD
9. Utility Coordination	\$28,664	Lump Sum
10. Design Services for Outlying SRRWRF Projects	TBD	TBD
11. Design Coordination/Services During Construction/RO	TBD	TBD
12. System Startup, Performance Evaluation, and Contract Close Out	TBD	TBD
13. Preparation of Process O & M Manuals	TBD	TBD
14. I&C Programming & Integration	TBD	TBD
<b>Total Overall Budget Ceiling</b>	<b>\$1,234,947.00</b>	

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.

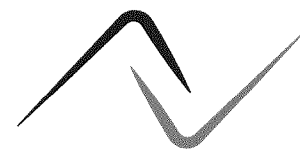
The Scope and Total Overall Budget Ceiling for this AGREEMENT can be increased with an Authorized Amendment to this AGREEMENT executed by both parties. When any amount has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such been incurred after the approved increase.

\*\*\*\*\* END \*\*\*\*\*



Statement of Qualifications for  
Design Criteria Professional, Owner's  
Representative, & Consulting Engineering  
Services for the  
**Shoal River Ranch  
Water Reclamation Facility**  
(RFQ No. WS 22-22)

April 21, 2022



**ARDURRA**

# Table of Contents

Letter of Interest .....	1
Business Credentials .....	3
Registration .....	4
Past Accomplishments .....	6
Firm's Qualifications .....	13
Performance Assurance .....	15
Proposed Project Team.....	17
Regulatory Experience.....	23
Outside Funding Experience .....	25
References .....	27
Additional Information & Comments .....	28



# LETTER OF INTEREST



ARDURRA



April 21, 2022

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536

RE: Statement of Qualifications for Design Criteria Professional, Owner's Representative, & Consulting Engineering Services for the Shoal River Ranch Water Reclamation Facility (RFQ #WS 22-22)

To whom it may concern:

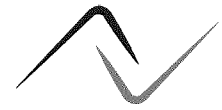
Okaloosa County is well-known for innovative and strategic leadership in providing essential and cost effective services to the public. Ardurra Group, Inc. (Ardurra) shares this goal and provides clients like Okaloosa County with unmatched service and innovative projects. While you are familiar with Constantine Engineering, Inc., we are excited to also introduce you to Ardurra. In September 2020, Constantine became part of the Ardurra Group, allowing us to provide access to a significant volume of water and wastewater treatment and pump station experience. Operationally we have retained our former structure and will continue to provide the responsiveness and personal care to which you are accustomed from Constantine.

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

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

Again in 2014, we managed the \$13.5 million Design-Build project to expand the AP WRF to 15 mgd. Most recently, we completed the 4.0 mgd Reclaimed Water Expansion Project, providing OCWS the ability to provide up to 6.0 mgd of Part III Reuse to the City of Fort Walton Beach, City of Niceville, and Eglin AFB. Additionally, we have also completed the modifications project for the Shoal River Landing Pump Station, which has provided us with valuable insight into the local hydraulic conditions.

We have also completed other similar WRF expansions and Design/Build projects for Clients across the Southeast, including Oconee County (GA), Warner Robins (GA), Perry (GA), Forsyth County (GA), Decatur (AL), Spartanburg (SC), and Phenix City (AL).



**ARDURRA**

COLLABORATE. INNOVATE. CREATE.



We offer innovative project approaches that improve ease of operations, reduce cost, and increase asset value and life expectancy.



Ardurra's professionals utilize management tools that are crucial for handling sensitive project management issues in an efficient and cost-effective manner.



Our experience within Florida includes a thorough understanding of environmental permitting, which allows us to deliver on time, under budget, and with the quality that Okaloosa County desires.



The Ardurra team is a proven partner with experience relevant to Okaloosa County's needs that will allow our team to streamline the schedule and save you money.



As the original Design Engineers for the Shoal River Landing PS (SRLPS), Ardurra understands the importance this station serves as one of the primary pumping stations for the its Mid County Service area. Expanding the capacity of this station is critical to accommodate future growth within this region. Multiple conveyance routes and expanded capacity have been identified by Ardurra and presented in our proposal.

Selecting Ardurra will translate into the following tangible benefits for OCWS:

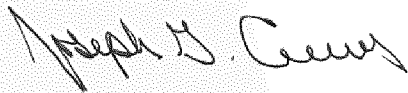
Ardurra Feature	OCWS Benefit
<b>Experienced team:</b> Ardurra served as OCWS' Program Manager for both the original, as well as the expansion of the AP WRF, and numerous other improvement and modification projects.	<b>Continuity:</b> Ardurra will bring its vast experience as the Owner's Rep and Design Criteria Professional to this project to ensure reliable performance and continuity for optimized management.
<b>Familiarity with Shoal River area:</b> Ardurra served as OCWS' Design Engineer for the design and construction of the Shoal River Landing Pump Station Project.	<b>No learning curve:</b> Ardurra will bring its vast experience working with OCWS staff, its familiarity with their current conveyance system and the operational requirements.
<b>Depth of resources:</b> Our professional staff combines national and regional knowledge with past and on-going experience with OCWS.	<b>Best of both worlds:</b> OCWS benefits from an "extension of staff" with national expertise and local knowledge and relationships.
<b>Local:</b> Comprised largely of former staff of national consulting firms, Ardurra's primary office for this contract is located in Fort Walton Beach.	<b>Efficient, local expertise:</b> OCWS receives national firm experience with the value, accessibility, and responsiveness of a local firm.

Supported by our other regional offices in Florida, Alabama, Georgia, and South Carolina, our lead office for the Shoal River Ranch WRF Project will be our office at 1988 Lewis Turner Boulevard, Unit #3, Fort Walton Beach, Florida 32547.

As a long-time resident of Northwest Florida and professional engineering consultant to OCWS for over 26 years, I am personally committed to future improvements and sustainability of Okaloosa County's water and sewer infrastructure. As a Principal of the firm, I have full power and authority to bind Ardurra Group, Inc. to this submittal and any subsequent contractual agreements.

Sincerely,

**ARDURRA GROUP, INC.**



Joseph G. Crews, P.E.  
Practice Director



# **BUSINESS CREDENTIALS**



**ARDURRA**

# 2

# Business Credentials

Ardurra Group, Inc (Ardurra) is a full-service consulting, engineering, and technical services firm made up of dedicated professionals that provide engineering and technology solutions to municipal utilities throughout the Southeast, focusing on water, wastewater, conveyance, pump stations, and related services.

With 900+ employees in over 40 offices across the country, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers, and design professionals committed to delivering quality services and practical solutions in the fields of engineering (water & wastewater, aquatics, public works, structural, land development, solid waste), landscape architecture, ecological services, disaster management, surveying, and transportation.

**Over the last year we have tripled in size through involvement in major projects and strategic acquisitions that have expanded our resources, capabilities and geographic reach.**

Ardurra offers a highly experienced project team with extensive alternative delivery project experience. As such, we are familiar with many of the complexities that these types of projects will face and have the experience needed to meet these challenges head on. Our team has the capability and experience to deliver a quality project, minimize disruption to the environment, property owners, OCWS customers, and the public in general. We will ensure all work is completed within budget and on schedule.

## FINANCIAL RESPONSIBILITY

Ardurra's services date back more than 70 years. Our financial performance from our core markets over the last year was the strongest it has ever been. As we look to the future, we renew our long-held commitment to vigorous growth in our key markets and geographic areas. Our steady growth is attributed to the loyal and satisfied clients whom Ardurra has served throughout the United States. This loyalty is reward for the quality and timeliness of the services Ardurra provides.

The Ardurra Group, Inc. maintains a good financial standing and would be happy to supply OCWS with a financial statement upon request.

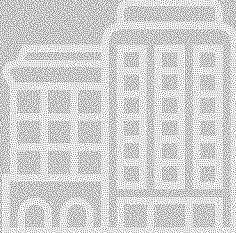



## SMALL / MINORITY BUSINESS ENTERPRISE

Ardurra is not a certified small / minority business enterprise, however, we will commit to utilizing MBE/DBE businesses when possible and appropriate.

## CULTURE & OPERATING PHILOSOPHY

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

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

	Established 1950
900+ Professionals & Technical Staff	250+ Florida EMPLOYEES
 LEED Certified Professionals	
 Change Order Rate less than 1%	 0 Litigation



# REGISTRATION



ARDURRA

# 3 Registration

## ARDURRA REGISTRATIONS

Ardurra Group, Inc., is registered by the Florida Board of Professional Engineers (Lic. No. 2610) and Board of Professional Surveyors and Mappers (Lic. No. LB2610).

We maintain an Okaloosa County Business Tax License for the lead office for this contract (Receipt No. 3600100770421), located at 1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL 32547.

## PERSONNEL REGISTRATIONS

The individuals listed on our organizational chart in Section 7 Proposed Project Team have the following licenses:

PROJECT PERSONNEL	LICENSES
<b>JOEY CREWS</b> Project Manager	Professional Engineer <ul style="list-style-type: none"> <li>■ Florida (56853)</li> <li>■ Alabama (39518-E)</li> <li>■ Georgia (046144)</li> <li>■ South Carolina (38263)</li> </ul>
<b>JIM KIZER</b> Principal in Charge QA/QC Manger	Professional Engineer <ul style="list-style-type: none"> <li>■ Florida (53477)</li> <li>■ Alabama (18493)</li> <li>■ Georgia (32814)</li> <li>■ North Carolina (043385)</li> <li>■ South Carolina (28354)</li> </ul>
<b>DAN HUGGINS</b> Treatment / Process Lead	Professional Engineer <ul style="list-style-type: none"> <li>■ Florida (81990)</li> <li>■ Alabama (37641)</li> <li>■ Georgia (25481)</li> <li>■ South Carolina (22097)</li> </ul>
<b>CHRISTINA LEACH</b> Modeling / Permitting	Professional Engineer <ul style="list-style-type: none"> <li>■ Florida (66594)</li> </ul>
<b>DAVE RASMUSSEN</b> Process Design	Professional Engineer <ul style="list-style-type: none"> <li>■ Florida (77561)</li> </ul> Qualified Environmental Professional (QEP), Institute of Professional Environmental Practice  Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers
<b>JEFF BROWN</b> Ground Water Modeling	Professional Geologist <ul style="list-style-type: none"> <li>■ Florida (1104)</li> </ul> Certified Environmental Specialist (CAA, CWA, RCRA, TSCA, CERCLA, EPCRA compliance; 2014)
<b>DANIEL STEVENSON</b> Electrical / I&C / SCADA	Professional Engineer <ul style="list-style-type: none"> <li>■ Florida (74633)</li> <li>■ Alabama (34589-E)</li> <li>■ Georgia (039545)</li> <li>■ South Carolina (35950)</li> </ul> Licensed Electrical Contractor: <ul style="list-style-type: none"> <li>■ Alabama (06998)</li> <li>■ Florida (EC13009514)</li> </ul>
<b>AGATA RISTOW</b> Electrical	Professional Engineer <ul style="list-style-type: none"> <li>■ Florida (89628)</li> <li>■ Texas (113239)</li> </ul>

PROJECT PERSONNEL	LICENSES	
<b>JOHN SOBCZAK</b> Structural	Professional Engineer ■ Florida (71407)	
<b>JAMES REDDRICK</b> Architect	Professional Architect ■ Florida (AR99258) Project Management Professional ■ North Carolina (2017352)	LEED AP Building Design + Construction ■ North Carolina (10425333-AP-BD+C) CTM Competent Toastmaster
<b>HEATH HARDY</b> Conveyance System Lead	Professional Engineer ■ Florida (75444)	Construction Documents Technologist ■ Florida (2032979)
<b>FRANK FU</b> Drainage	Professional Engineer ■ Florida (49940)	
<b>JONATHAN BURCHFIELD</b> Roadways	Professional Engineer ■ Florida (68451)	
<b>PETE BOTTONE</b> Environmental Scientist / Permitting	Professional Wetland Scientist (PWS) ■ Society of Wetland Scientists (2919) Certified Ecological Restoration Practitioner (CERP) (0199)	Basic Prescribed Fire Training ■ Certificate (932325) Authorized Gopher Tortoise Agent ■ GTA-(13-00006C)
<b>SHERYL CHINO</b> Funding	American Institute of Certified Planners ■ Kentucky (29569)	Project Management Professional ■ Kentucky (2179207)
<b>PETE BREDEHOEFT</b> Cost Estimating	Certified Estimating Professional	Bituminous Plant Technician ■ Michigan (450)
<b>ROGER RHODES</b> Construction Inspection	Certified Erosion Prevention & Sediment Control Inspector (CEPSCI)	Engineer in Training ■ South Carolina (13551)

# PAST ACCOMPLISHMENTS



ARDURRA



# 4 Past Accomplishments

## Arbennie Pritchett Water Reclamation Facility

Okaloosa County Water & Sewer, FL



### Doing More with Less

Okaloosa County (FL) Saves Money on New Treatment Plant with Alternative Contracting Strategies

**H**ow can a county save money on a new facility? The answer is to use alternative contracting strategies. Okaloosa County (FL) did just that with its new 10-mgd Arbennie Pritchett Water Reclamation Facility (AP WRF). The county saved over \$10 million by using a design-build contract and a fixed-price contract for the construction of the facility. The county also saved money by using a fixed-price contract for the construction of the 25-mgd re-pumping station. The county also saved money by using a fixed-price contract for the construction of the 200-acre rapid infiltration basin (RIB) effluent disposal system. The county also saved money by using a fixed-price contract for the construction of more than 10 miles of new 8-inch to 36-inch diameter raw sewage and effluent piping, and decommissioning and demolition of the Garniers WWTP. Ardurra managed the overall permitting effort for the program, performed the conceptual design for the project, and managed the design-build process. Ardurra also provided administration, design, and construction services.

### Destabilized Pipe Assessment



010000-000

### Project Description

The project was to design and construct a new 10-mgd water treatment facility. The facility would include a headworks with two 25-mgd perforated plate screens, a 37.5-mgd manual bypass screen, two 25-mgd vortex grit removal units, grit pumps and disposal systems. A new biofilter odor control system is provided to evacuate convey odors from the headworks to a wood-chip biofilter for treatment.

The project was to design and construct a new 10-mgd water treatment facility. The facility would include a headworks with two 25-mgd perforated plate screens, a 37.5-mgd manual bypass screen, two 25-mgd vortex grit removal units, grit pumps and disposal systems. A new biofilter odor control system is provided to evacuate convey odors from the headworks to a wood-chip biofilter for treatment.



This project was awarded the 2011 Design Build Institute of America (DBIA) Merit Award for the 10-mgd Arbennie Pritchett Water Reclamation Facility.



Underground Infrastructure Management March/April 2018 Edition

In 2005, Okaloosa County Water and Sewer Department (OCWS) selected Ardurra (formerly Constantine Engineering) as their Program Manager to construct the 10 mgd Arbennie Pritchett Water Reclamation Facility (AP WRF) using a progressive design-build process. Ardurra managed the \$65 million program that included the design and construction management of the 25 mgd re-pumping station to convey flow from the existing Garniers WWTP site to the AP WRF site, a 200-acre rapid infiltration basin (RIB) effluent disposal system, construction of more than 10 miles of new 8-inch to 36-inch diameter raw sewage and effluent piping, and decommissioning and demolition of the Garniers WWTP. Ardurra managed the overall permitting effort for the program, performed the conceptual design for the project, and managed the design-build process. Ardurra also provided administration, design, and construction services.

The initial WRF included two 5 mgd, 4-stage Bardenpho Ovivo oxidation ditch treatment units; two 125-foot diameter secondary clarifiers; and an ultraviolet irradiation disinfection system. Treated effluent flows by gravity to the effluent pump station and is pumped to one or two of the 18 RIBs or to a public access reuse filtration and chlorine disinfection system. Plant reuse pumps are available to convey treated effluent within the WRF. A single rotary drum thickener thickens the WAS prior to discharging it by gravity to the two aerobic digesters. The digested sludge is pumped to a single centrifuge for dewatering and discharge into the 40-ton trucks

### CLIENT CONTACT

Okaloosa County Water & Sewer  
 Jeff Littrell, Director  
 Ph: 850-651-7172 | E: jlittrell@co.okaloosa.fl.us

### TEAM

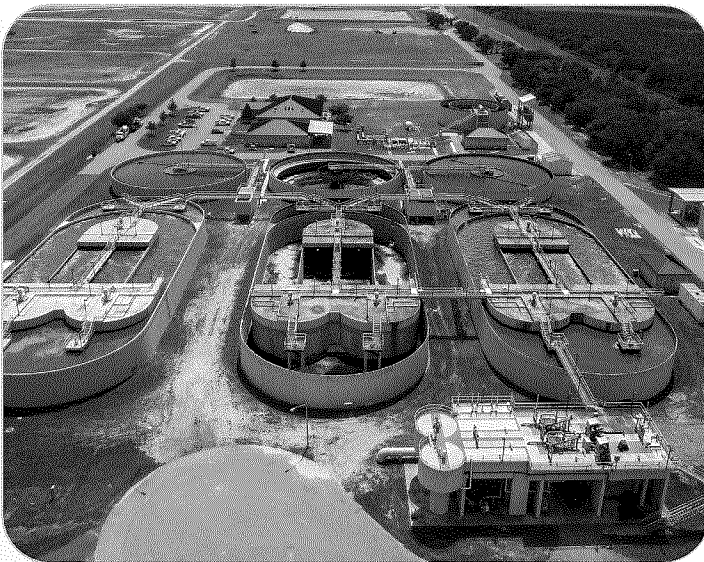
Jim Kizer - Program Manager  
 Daniel Stevenson - Electrical Engineer  
 Joey Crews - Project Manager  
 Christina Leach - Permitting  
 Kart Vaith - Design Principal in Charge (while with another firm)



DESIGN CRITERIA PROFESSIONAL, OWNERS REPRESENTATIVE, & CONSULTING ENGINEER FOR THE SHOAL RIVER RANCH WATER RECLAMATION FACILITY

# Arbennie Pritchett WRF & Public Access Reuse System Expansion

Okaloosa County Water & Sewer, FL



schedule

Ardurra developed and utilized our project management plan to ensure professional engineering and DCP activities were completed on time.



budget

By simultaneously procuring the equipment and constructing the CCB, the team completed the phase 1 portion of the PAR treatment and conveyance system project within budget and on time.



quality

The 5-mgd expansion of the Arbennie Pritchett WRF was awarded the 2019 DBIA Honor Award in the Water/Wastewater Category for the Design Build Institute of America Florida Region.

In 2014, Ardurra (formerly Constantine Engineering) served as the Program Manager, Design Criteria Professional, and Owner's Representative for the design-build project to construct a third oxidation ditch train and other process expansions to expand the capacity of the facility from 10 mgd to 15 mgd. Ardurra provided professional engineering services including procuring, overseeing, and coordinating with the design-build (D/B) contractor; preparing the Request for Qualifications (RFQ) for the D/B contractor, performing cost estimates, groundwater modeling, permitting, and engineering services during construction. Ardurra also provided resident observation, construction administration, and coordinated complete system startup.

Other related projects for which Ardurra served as the Engineer and Construction Manager include the installation of a new Fats, Oil, and Grease (FOG) receiving and treatment system and a new 6 mgd public access reuse treatment and conveyance system.

These project included adding an additional 4.0 mgd of reclaimed water capacity a new chlorine contact basin, gaseous chlorine feed system and building, reclaimed pump station with 2- 125 hp and 2-50 hp vertical pumps, 16- & 20-inch piping new motor control center, and SCADA controls. The new basin and chlorine feed system provides the disinfectant contact time necessary to meet the Part III reuse system requirements for high-level disinfection. Turbidity and chlorine residual monitors, automatic valves, and flow meters were included in the project and are monitored by SCADA.

The Part III reclaimed water can be directed to the City of Fort Walton Beach General Reuse Service Area by a 16-inch diameter gravity pipeline or in the future to the City

of Niceville reuse system at the Falcon golf course pond managed by NV Regional. The high-level disinfection system included relocation of the existing 2.0 mgd cloth micro screen filter and addition of a 4 mgd cloth media filter, conversion from sodium hypochlorite injection to a gaseous chlorination system, replacement of the 560 LF of 30-inch and 2,436 LF of 16-inch diameter pipe forming a chlorine contact chambers with two additional 6 mgd chlorine contact chambers, continuous turbidity and chlorine monitors, monitoring and control via a SCADA system, an automatic diversion valve for substandard reclaimed water, and reclaimed water transmission pipes.

The Arbennie Pritchett WRF Reclaimed Water Phase 2 Expansion Project included the design and construction of a new 20-inch reclaimed water transmission main section to transmit public access reuse (PAR) from the Arbennie Pritchett Water Reclamation Facility (AP WRF) to the City of Niceville's existing reclaimed water holding pond on the Eglin Air Force Base Golf Course. The new main was sized to also allow for future service to Eglin Air Force Base.

## CLIENT CONTACT

Okaloosa County Water & Sewer

Jeff Littrell, Director

Ph: 850-651-7172 | E: jlittrell@co.okaloosa.fl.us

## TEAM

Jim Kizer - Program Manager

Daniel Stevenson - Electrical Engineer

Joey Crews - Project Manager

Christina Leach - Permitting

Dave Rasmussen - Design-Build Project Manager During Construction



## Shoal River Landing Pump Station

Okaloosa County Water & Sewer, FL



schedule

Ardurra successfully managed the schedule of this project by creating and following a detailed critical path schedule and assisting OCWS with OPE.



budget

By developing competitive procurement packages for Owner purchased equipment, before the start of construction, Ardurra assisted OCWS in staying under budget and exceeding schedule deadlines.



quality

Ardurra will bring its experience working with OCWS, our familiarity with your current conveyance system and the operational requirements, to ensure a similarly high quality project for the Shoal River Ranch WRF.

Ardurra provided engineering design and construction management services for the Shoal River Landing Pump Station (SRLPS). The project included a new fiberglass wetwell system, three 105 hp submersible non-clog pumps and variable frequency drives. All controls were elevated and housed within a prefabricated, pre-cast electrical building with a diesel driven emergency generator. The pump station and discharge piping were designed to transmit a peak flow of 715 GPM at 225 TDH. The anti-floatation designed RFP wetwell was 12-foot diameter by 20 feet deep. Pumps were VFD driven controlled by PLC and level transducer controls. All operations are controlled with local HMI and monitored remotely through fiber connected SCADA. All internal discharge piping, guide rails, and pipe supports constructed of 316L stainless steel.

The project included the design and installation of approximately 3,200 linear feet of new 12-inch PVC force main. The station serves as one of the primary pumping stations for the OCWS Mid County Service Area and receives all wastewater collections south of US Hwy 90 and pumps it approximately 4.65 miles to the Jerry Danny Mitchem WRF.

Agreements established with several large landowners, mandated the station be operational by a set time frame to facilitate new subdivisions being developed. To meet this schedule, Ardurra developed competitive procurement packages to allow OCWS to obtain their desired pumps, controls, variable speed drives and electrical building in advance of construction. Additionally, OCWS utilized in-house resources to construct the SRLPS. This method allowed them to expedite delivery and management of the cost to successfully complete the project in advance of the required deadline.

### CLIENT CONTACT

Okaloosa County Water & Sewer

Jeff Littrell, Director

Ph: 850-651-7172 | E: [jlittrell@co.okaloosa.fl.us](mailto:jlittrell@co.okaloosa.fl.us)

### TEAM

Joey Crews - Project Manager

Jim Kizer - Project Engineer

Daniel Stevenson - Electrical / I&C Engineer

## Calls Creek Water Reclamation Facility

Oconee County, GA



schedule

&



budget

The design concept developed and proposed by Ardurra was a significant variant from the Owner's original design concept but offered several advantages, including a lower cost per gallon implementation cost, similar construction schedule, lower risk profile for the Owner and the Design-Build team, higher levels of performance, and increased redundancy.



quality

The upgrade of the 1.5 mgd Calls Creek Water Reclamation Facility won the 2019 Design Build Institute of America Best Public Sector Renovation/Rehabilitation.

Ardurra (formerly Constantine Engineering), partnered with Crowder Construction, was selected in 2016 to upgrade the existing Calls Creek WRF. This **Design-Build** project upgraded the existing unit processes and equipment at the 0.67 mgd facility to include a new 1.5 mgd, Bardenpho BNR facility capable of expansion to 3 mgd.

Prior to the project, the existing plant discharged to Calls Creek and utilized an Orbal Process with three MBR units for filtration and solids liquid separation. The facility was inefficient, had not reliably been in compliance with its permit, had deteriorated, and had experienced an overall loss of capacity. The County issued an RFQ seeking a Design-Build Team to construct a used/relocated 1 mgd unit at the WRF and rebuild a portion of the existing 0.67 mgd MBR unit to achieve a total treatment capacity of 1.67 mgd.

The design-build team approach was to instead construct a new 1.5 mgd (BNR) plant capable of expansion to 3 mgd. This new facility includes a new 135-foot diameter outer tank to provide a three stage Pho-Redux, Fine Bubble BNR Process, and an inner 62-foot diameter clarifier. The influent headworks was new and remained in service, but the existing influent lift station was upgraded with higher capacity pumps and piping to convey the proposed flow rates. An existing 600,000-gallon equalization tank was modified to enable its contents to be operated as an off-line influent storage tank, rather than an on-line storage tank. This will peak shave the higher influent flows experienced during rain events.

To accommodate this upgrade, as well as future expansion, a new influent/Clarifier/RAS/WAS splitter and pump station structure was provided to evenly distribute flow to the treatment units. This structure also allows RAS to be conveyed to 0.25 mm rotary drum thickeners for separation of fine lint that enters the WRF from a uniform clothing company. Other improvements to the existing processes include new hybrid centrifugal blowers, membrane filters, UV disinfection, electrical/I&C, new administration building, retrofit of other existing WRF processes, chemical handling & storage, dewatering, SCADA, and effluent outfall improvements.

Following the original 1.5 mgd Design-Build project, Ardurra was selected as the engineer for the expansion to 3 mgd. This project is being delivered via the **CMAR** method. The expansion to 3 mgd is currently in the design phase and Ardurra is working with the CMAR to establish a GMP.

### CLIENT CONTACT

Oconee County Utility Department  
 Tim Durham, Water Resources Director  
 Ph: 706.769.3960 | E: [tdurham@oconee.ga.us](mailto:tdurham@oconee.ga.us)

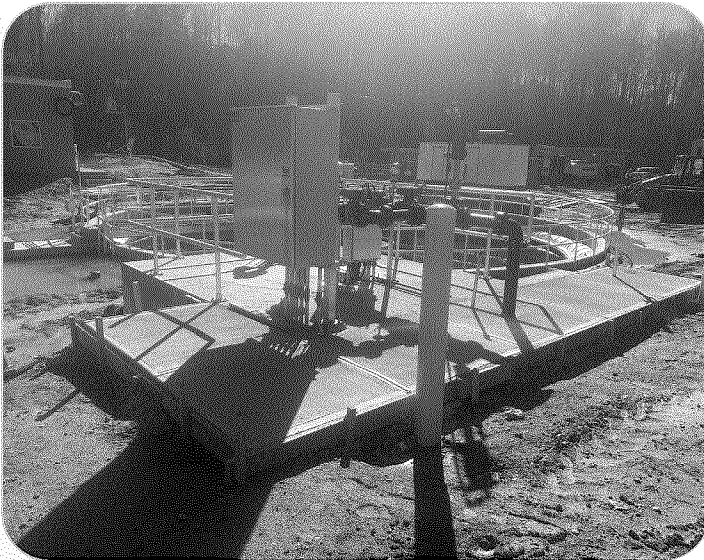
### TEAM

Dan Huggins - Project Manager, Lead Design Engineer  
 Jim Kizer - Process Engineer  
 Christina Leach - Process Modeler  
 Roger Rhodes - Construction Inspector



## Cowpens Water Reclamation Facility

Spartanburg Water, SC



schedule

Ardurra worked closely with the Contractor to develop and successfully implement a detailed Maintenance of Plant Operations (MOPO) plan to keep the plant fully operational during construction.



budget

Ardurra's evaluation of process alternatives allowed Spartanburg Water to optimize treatment capabilities and save costs on operations in the long term.



quality

Our design improved overall treatment reliability and redundancy and ensured compliance with all NPDES permit requirements.

Ardurra, in partnership with Crowder Construction, was selected by Spartanburg Water for a Progressive Design-Build project to evaluate and improve the Cowpens Reclaimed Water Treatment Facility in Spartanburg, SC. This project upgraded the facility to treat an ADF of 1.5 mgd and increased reliability and redundancy while accommodating peak hydraulic flows and high-strength industrial wastewater discharges. The goals of this project included developing cost-effective solids handling, maximizing innovation and ensuring ease of operations and maintenance, evaluating unit processes, enhancing biological treatment processes, minimizing life-cycle costs, reducing energy resource consumption, and ensuring compliance with all NPDES permit requirements. Plant operations were fully maintained during construction.

This project addressed the challenges faced by the plant including the treatment of influent BOD and TSS concentrations that are significantly greater than the concentrations included in the existing design criteria. The plant was previously only receiving about 10% of the desired design flow of 1.5 mgd, yet the historic average monthly influent BOD and TSS loadings represented about 45% and 32%, respectively, of total plant design influent loadings capacity. Additionally, the PF:ADF ratio (as of September 2018) was calculated at 5.63, which is significantly high. In addition, much of the facility's equipment was in need of significant rehabilitation, repair, or replacement due to age and condition.

Ardurra evaluated unit process alternatives utilizing an internally developed wastewater biological process model as well as BioWin. It was determined that the biological treatment system needed to be optimized and improved to handle the peak flows and loadings, adjust equalization, improve flow distribution, and generally improve reliability and redundancy. The following additional major work was identified:

- New headworks
- New RAS/WAS pump station
- Existing aeration basin removed from service for cleaning and concrete repair
- Existing solids handling basin removed from service for cleaning and concrete repair.
- New chlorine contact tank
- New clarifiers
- Basin capacity also reduced by 50% for construction of clarifiers.

### CLIENT CONTACT

Spartanburg Water System  
 Gene Jackson, PE, CIP Manager  
 Ph: 864.585.9142 | E: gjackson@sws-sssd.org


### TEAM

Jim Kizer - Process Engineer  
 Dan Huggins - Lead Design Engineer  
 Roger Rhodes - Construction Inspector


# Peters Creek WRF Expansion & Effluent Management

Clay County Utility Authority, FL




- 

**schedule**

Early identification and procurement of long lead items will result in reduced schedule impacts.
- 

**budget**

Converting the PC WRF site into a regional facility will provide significant capital and O&M savings to CCUA over the next 20 years.
- 

**quality**

Ardurra is developing a well defined program that considers all alternatives to find the best long term option for CCUA.

Ardurra provided planning and is currently providing design services for the Peters Creek Water Reclamation Facility (PC WRF) Expansion and Effluent Management project. The project consisted of evaluating the entire service area (Governors Park and Peters Creek), provide population and flow projections, and define ultimate build-out to support future growth. As part of the program, a cost/benefit analysis was performed to determine the most economical long-term solution for CCUA. The evaluation resulted in a regional WRF that will consist of:

- A new Greenfield PC WRF with a capacity of 1.5 mgd AADF
- Site planning to allow expansion of the WRF to 10 mgd AADF
- 7 miles of 16-inch force main
- 7 miles of 12-inch reclaimed water main
- A new 2 mgd Lift Station

The existing Peters Creek WRF was originally constructed in 2007 and the facility includes an influent structure, digester, and chlorination for disinfection. A new facility is required to provide reuse water and additional treatment capacity to accommodate the wastewater flows in the growing service area.

The PC WRF includes a new headworks structure with band screens, odor control, new biological treatment process using a 4-stage Bardenpho process, RAS/WAS pumping system, secondary clarifiers, filter splitter structure, tertiary filters, and chlorine contact basins for wastewater treatment. In the future, an anaerobic basin is planned to be attached as an extension of the headworks. Biosolids management consists of a new aerated digester, blowers, and a rotary drum thickener to produce Class B biosolids. A future BCR facility will produce Class A biosolids.

Other components include new operations building, chemical building, two electrical buildings, generator and transformer pads, in-plant pump station, reuse pump station, wet weather pump station, and refurbished reject pump station. The electrical distribution system for the existing facility is 480V provided by a pad-mounted utility transformer. The proposed electrical system design provides Class I reliability to ensure that no single fault or loss of power can disable more than half of the facility.

Reclaimed water management includes a new ground storage tank, unlined wet weather ponds during rain events, rapid infiltration basins (RIBs), and an expansion of the existing lined reject pond. The RIBs are solely to be used as an alternative discharge method as the plant expands. A reuse main is designed to route to the new Governors Park lift station (GP LS). The GP LS includes a wet well and 3 pumps (2 online, 1 standby) for distribution to the GP service area. A new force main additionally runs from GP LS to PC WRF. To supplement the reclaimed water demand, augmentation wells will be installed south of the PC WRF site to provide approximately 0.8 mgd of additional reclaimed water.

## CLIENT CONTACT

Clay County Utility Authority  
 Paul Steinbrecher, PE, Chief Engineer  
 Ph: 904.213.2408 | E: psteinbrecher@clayutility.org

## TEAM

- Dave Rasmussen - Project Manager
- Jim Kizer - Process Engineer
- Christian Leach - Process Modeler
- Dan Huggins - Design Engineer
- Agata Ristow - Electrical Engineer
- Daniel Stevenson - I&C / SCADA Engineer



# Northwest Regional Water Reclamation Facility Expansion

Marion County, FL



schedule

In order to expedite the schedule, the Ardurra team provided documentation to pre-qualify contractors prior to bidding. This ensured the winning contractor would have the appropriate resources to meet the schedule.



budget

Ardurra, in conjunction with the winning contractor, provided value engineering services during the bid phase. Over \$1.5 million in savings were identified and accepted by MCUD on the project.



quality

The design team held regular internal review meetings, at every milestone, with all disciplines for coordination and quality improvement.

Ardurra designed a cost-effective expansion to the existing Northwest Regional Wastewater Treatment Facility (NWR WWTF) to support the future growth of the Marion County service area. The facility is designed to treat an annual average daily flow (AADF) of 0.8 million gallons per day (mgd), provide advanced wastewater treatment capable of meeting 5/5/3/1 water quality limits, and include provisions for future expansion up to 3 mgd AADF. Future expansion of the facility will be accomplished by adding up to three process trains and one clarifier. The hydraulic and mechanical design included all necessary stub-outs, valves, and pipe configuration and sizing to allow future process tanks to be installed in a “plug and play” fashion.

The expansion of the facility converted the existing extended aeration process to an advanced wastewater treatment system. During preliminary design, Ardurra evaluated five alternative treatment processes. Ultimately, a 4-stage Bardenpho process utilizing diffused air was selected as the treatment process based on 20-year life cycle costs, operation and maintenance considerations, and capital costs. This advanced WWTF includes a new headworks structure with rotary drum screens, an influent flow splitter structure, a new biological treatment process using a 4-stage Bardenpho process, blowers, and process air upgrades; secondary clarifiers, RAS/WAS pumping system, disc filters, and chlorine contact basins for wastewater treatment.

The design allows for space in the hydraulic profile for future grit removal equipment. Following chlorine disinfection, reclaimed water is pumped to rapid infiltration basins (RIBs). Biosolids management consists of aerated sludge holding, sludge pumping, and a facility to utilize a trailer-mounted centrifuge for dewatering and a truck loading conveyor system.

Ardurra, in conjunction with the winning contractor, provided value engineering services during the bid phase. Over \$1.5 million in savings were identified and accepted by Marion County on the project. Additionally, Ardurra is providing the County with State Revolving Loan application and administration services including preparing a wastewater facilities plan SRF Requests for Inclusion, loan application, and construction stage SRF administration.

## CLIENT CONTACT

Marion County Utility Department  
 Jody Kirkman, PE, Environmental Services Director  
 Ph: 352.307.4625 | E: jody.kirkman@marioncountyfl.org

## TEAM

Dave Rasmussen - Project/Design Manager  
 Jim Kizer - Lead Process Engineer  
 Christian Leach - Modeler  
 Daniel Stevenson - Electrical/I&C QA/QC Engineer



# FIRM'S QUALIFICATIONS



ARDURRA



# 5

## Firm's Qualifications

### KEY BENEFITS & VALUE OF ARDURRA FOR OKALOOSA COUNTY

#### Sound Reputation & High Level of Competence

Ardurra has demonstrated prompt and high-quality services to OCWS on multiple occasions through successfully completed projects such as the Arbennie Pritchett WRF (AP WRF) original design-build, the AP WRF 5-mgd expansion, and the subsequent Capital Improvements projects such as the reclaimed water system and pumping stations.

#### Proven Project Delivery and Quality Management Processes:

We have honed our project delivery systems with a focus on technical excellence, innovative thinking, and client service. This includes a rigorous QA/QC program. The results speak for themselves. Over the past 5 years, additive construction change orders on Ardurra's projects have been less than 1% of total construction value, well below industry norms.

**Water, Wastewater, Stormwater Expertise:** Ardurra's core practice areas include complete water resources expertise - drinking water, wastewater, and stormwater. Our local experience covers the entire project delivery cycle — planning and modeling, design, hazard and risk mitigation, construction management, commissioning, and operation of all aspects of water, wastewater, and stormwater utilities. We have a deep bench of local project managers and subject matter experts in all the relevant disciplines to support our clients needs. It is our standard practice to consider capital cost as well as O&M and customer service implications for all projects. We work hard to leverage these lessons learned and share firm knowledge and resources to benefit our clients to offer practical, cost effective approaches that will serve their long-term best interests.

#### Adequate Personnel

**Local Staff with Relevant Experience:** Ardurra's team for this project includes local and widely recognized subject matter experts, project managers, and support staff, with Okaloosa County experience. This local presence enables us to remain nimble and available to support any of OCWS's needs under this contract. This, along with our institutional knowledge of OCWS facilities, will serve as a support to OCWS for years to come. We have been the design criteria professional and/or engineer of record for dozens of water and wastewater treatment facilities in the Southeast United States over the last 20 years - many of which have been continuously maintained by the same local staff – a testament

to our ability to mobilize local and firm-wide resources, technical capabilities, responsive service, and our commitment to our clients' needs.

**Uniquely Qualified Team:** This team is uniquely qualified for this project because of their previous experiences with OCWS and specifically with the preliminary design and grant assistance for the expansion of the Arbennie Pritchett WRF Reclaimed Water System:

- From 2007 to 2022, JOEY CREWS has served as the Project Manager for the Arbennie Pritchett WRF capital improvement program projects, including management of the AP WRF Design-Build projects; the current 5.0 mgd Solids Handling Expansion Design/Build, regionalizing wastewater treatment from the City of Fort Walton Beach, Eglin Main, Duke Field, 7th Special Forces and Camp Rudder base as well as the East County service area; the 6.0 mgd reclaimed water system; the various pumping stations and force main tie-ins; and oversight of OCWS' Owner-Purchased Equipment (OPE) Program, construction and startup. This experience will be of great value to OCWS for this project.
- JIM KIZER was the Program Manager and Principal-in-Charge of the Arbennie Pritchett WRF Program Management team, facilitating design meetings and contract negotiations, and over-sight of the many consultants and contractors. Mr. Kizer is a Senior Process engineer with Ardurra and will provide these services for this project.
- During a previous engagement, DAVE RASMUSSEN was the Project Manager during Construction for the Design-Build team that completed final design, construction, and startup of the Arbennie Pritchett WRF expansion project. His specific process knowledge of the existing wastewater process design will be irreplaceable.
- For the past 5 years, DANIEL STEVENSON has provided on-going electrical engineering and SCADA integration and instrumentation and control (I&C) support to OCWS, including modifications and upgrades to the Arbennie Pritchett WRF SCADA and CMMS systems. His expertise and understanding of the existing instrumentation and control (I&C) systems at the AP WRF, and the OCWS SCADA system, will ensure that the I&C systems at the new Shoal River WRF will be designed to smoothly integrate with your SCADA requirements and systems.
- CHRISTINA LEACH provides permitting coordination for OCWS on all its FDEP and statewide requirements and prepared the 2016 Operational Permit renewal application for the OCWS Arbennie Pritchett WRF, including updating the Reuse Operating Protocol.

**National Resources to Support our Team:** Design Criteria Professional and Consulting Engineering services contracts, such as this one, will require a depth and breadth of resources available at all times. Serving you from our Fort Walton Beach, FL, office, we offer 300+ regional staff in 20 offices across the Southeast (with over 40 offices and 900 staff nationwide) including licensed water and wastewater plant operators. Ardurra's deep bench of local project managers, subject matter experts (SME), design leaders, and support staff can deliver a variety of services; we understand the need for responsive, timely services on all our contracts. We leverage the benefits of our subject matter experts' national experience within each local office to provide a unique offering of superior technical acumen, rooted in altruistic values.

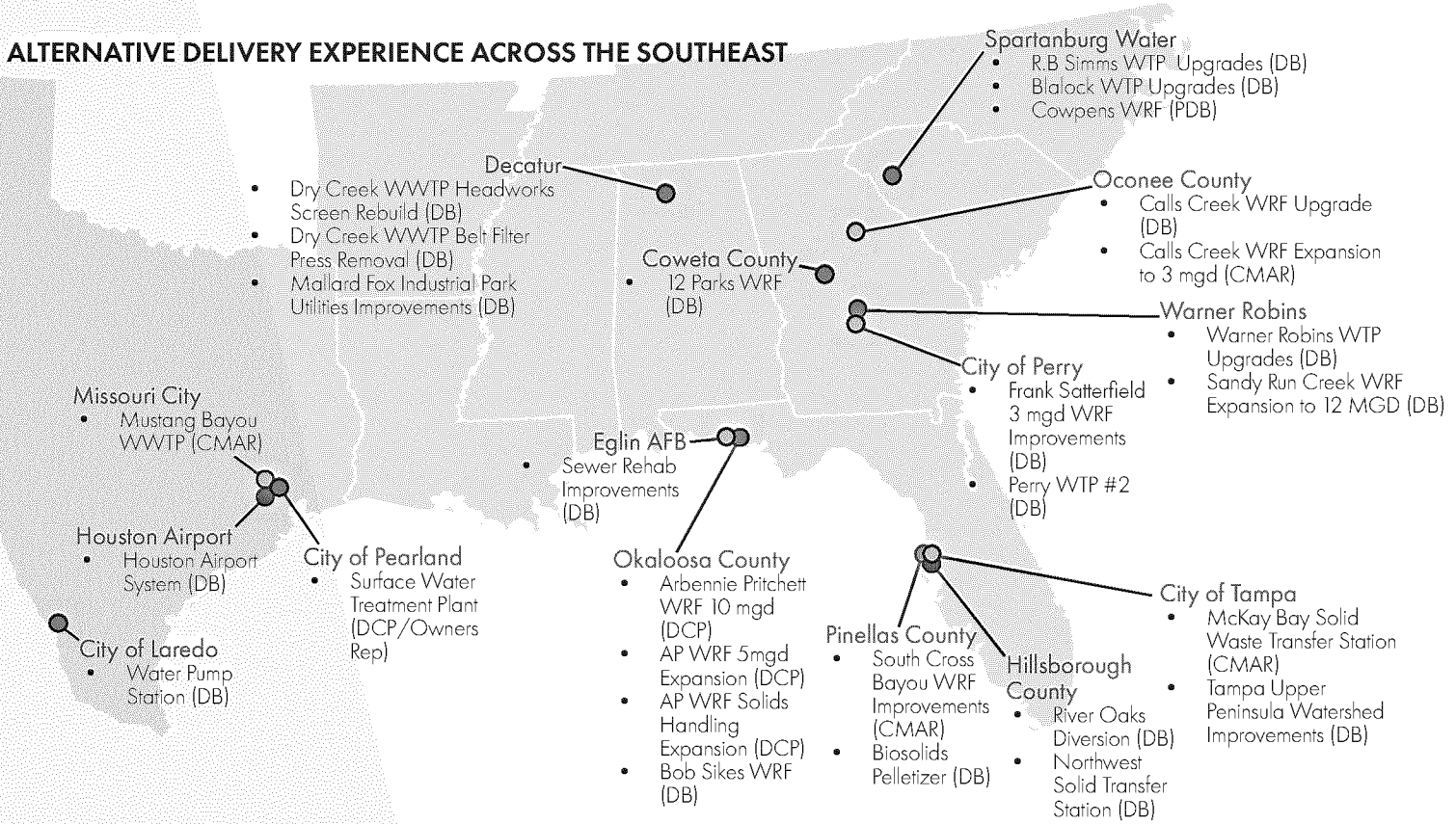
**Repeat Business**

**Okaloosa County History:** Ardurra (formerly Constantine) has been awarded over 98 task orders with Okaloosa County over the last 18 years. During that period, we have made no request to increase our budget due to project overruns or errors by Ardurra. Any increases were at the request of the Client for changes or additions to the original scope. These projects were completed on-time and within the budget. Many times, our team has been able to work within the original contract value and perform additional tasks to assist OCWS as needed. This represents our ability to be efficient in our services and avoid unnecessary expenses to the project.

Of the approximately \$13.8 million in total contract values awarded to Ardurra during the last ten years, only 80% has been actually billed to Okaloosa County. An example of our diligence to provide our clients with valued engineering services and to meet project completion deadlines was seen in the delivery of the original AP WRF project. The project was completed approximately four months ahead of the original schedule and delivered under budget with a \$1M savings to Okaloosa County.

**Repeat Business throughout Florida:** Ardurra has been providing multi-disciplinary consulting services to municipalities and agencies in Florida for over 43 years, providing practical and economical engineering solutions to Florida governments and public utility authorities serving utility systems. Our diverse experience and expertise spans the entire project delivery cycle. From planning through design, permitting, construction and operation of a treatment plant, pump station, pipeline or collection/distribution system, we do it all. The majority of our municipal work experience has been assigned through our 30+ continuing and miscellaneous utilities engineering contracts we have with Florida governments and agencies. We have maintained positive relationships with our clients which has resulted in long-standing contracts and a high level of repeat business.

**ALTERNATIVE DELIVERY EXPERIENCE ACROSS THE SOUTHEAST**



# PERFORMANCE ASSURANCE



ARDURRA

# 6

# Performance Assurance

## HISTORY & WILLINGNESS TO MEET SCHEDULE

The success of our approach hinges on strong communication with OCWS and project stakeholders, including operations staff. Realizing that communication is paramount, Ardurra will apply established protocols to ensure effective lines of communication that facilitate collaboration between the owner and the construction team. Using this type of collaborative approach is a proven part of our previous treatment plant project delivery success and will be imperative to meeting both the technical and management challenges of this project.

During the planning stages of this project, Ardurra's Project Manager will develop a critical path schedule. This baseline schedule, which includes costs and resource allocations (i.e., personnel, sub-consultants, and equipment), will be assessed weekly to identify areas of work performing smoothly and areas that may require additional resources or a change in plan. The capability to track the project using a resource loaded schedule is particularly important to enable Ardurra and OCWS to understand task status and to take corrective actions before there is an impact to project delivery.

**Scope/Budget/Schedule:** All projects begin with defining the work to be completed and the associated costs and schedule. Upon notification of an assignment, appropriate key staff will meet with you to understand your needs and goals. A Scope of Services, fees, and a critical path schedule will then be developed through an iterative and collaborative effort with OCWS.

**Project Management Plan:** Project Manager, Joey Crews, will prepare a Project Management Plan (PMP) covering all aspects required to deliver a successful project for OCWS. The PMP will be our road map that defines tasks, budgets, schedule, milestones, deliverables, communication protocols and other key project elements. Our Project Management Plan has proven to be successful in maintaining the schedule and budget and ensuring that all Team members, including subconsultants and OCWS personnel, are fully informed throughout the duration of the project.

## HISTORY OF ACCURATE COST ESTIMATING

Ardurra understands that resources are limited and that accurate planning and construction cost estimates are significant to clients managing budgets. We are experienced in developing and preparing accurate cost estimates, construction schedules, and monitoring contractor performance. As part of our project construction cost estimating services, we also perform value engineering.

### Value Engineering

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Value engineering (VE) studies can be a useful tool to identify and evaluate alternative design concepts that may improve the cost-effectiveness, increase the sustainability, or minimize schedule conflicts within a project. Ardurra professionals are experienced in performing project specific VE analyses. In fact, on average, our professionals identify nearly \$20.00 in client accepted enhancements and modifications for every \$1.00 in fees. (20:1 ratio).

Our professionals are experienced in water, wastewater, stormwater, and public works design concepts, construction techniques, and operation and maintenance which makes us uniquely qualified to identify high value enhancements. Our professionals don't simply identify small insignificant modifications that may reduce costs but also may reduce sustainability or operation and maintenance flexibility.

We can also use VE analysis techniques during our construction services, including constructability reviews. During these types of reviews, we assign the review of completed contract documents to engineers and constructors.

Following this review, a workshop is held to allow the reviewers to meet with the design engineers and discuss the details of the design. Following this workshop, the reviewers develop alternative enhancements and document the details and any cost savings. We find that using this approach allows for open communication among the designers and the reviewers. Once the documentation of the reviews is complete, the report is presented to the client for review in a second workshop. During this workshop, all parties, including our construction, design, and operations and maintenance professionals present their VE alternative enhancements.

Examples of our ability to accurately estimate project costs and meet our Client's schedules are shown in the table below.

PROJECT	ARDURRA'S ESTIMATE	FINAL COST	SCHEDULED COMPLETION	ACTUAL COMPLETION
<b>Arbennie Pritchett WRF (10 mgd) (Design-Build)</b> <i>Okaloosa County, FL</i>	\$49.4 M	\$48.2 M	09/2009	05/2009
<b>Arbennie Pritchett WRF 5mgd Expansion (Design-Build)</b> <i>Okaloosa County, FL</i>	\$11.2 M	\$11.3 M	07/2018	05/2018
<b>Northwest Regional WWTF Expansion</b> <i>Marion County, FL</i>	\$18.8 M	Bid Price: \$20.2 M Bid Price (after VE): \$18.68 M	08/2022	Construction On- Going
<b>Calls Creek WRF Upgrade (Design-Build)</b> <i>Oconee County, GA</i>	\$13.4 M	\$15.68M (Owner added scope)	Design: 06/2016 Construction: 07/2019	Design: 10/2016 Construction: 01/2019 (Due to scope changes)
<b>Cowpens WRF (Design-Build)</b> <i>Spartanburg Water, SC</i>	\$7.7M	\$7.7 M	Construction: 05/2021	Construction: 08/2021
<b>Sandy Run Creek WRF (Design-Build)</b> <i>Spartanburg Water, SC</i>	\$28.4 M	\$30.1 M (Owner added scope)	06/2014	06/2014
<b>Frank Satterfield Water Pollution Control Plant</b> <i>City of Perry, GA</i>	\$4.3 M	\$4.1 M	10/2015	10/2015
<b>Phenix City WWTF</b> <i>City of Phenix, AL</i>	\$4.1 M	\$3.63 M	06/2016	07/2016
<b>Anastasia Island WWTF UV Disinfection System</b> <i>St. Johns County, FL</i>	\$2M	\$1.7 M	03/2022	03/2022
<b>Sarasota WRF Headworks Improvements (CMAR)</b> <i>City of Sarasota, FL</i>	\$6.16 M	\$6.13 M	01/2020	03/2020
<b>Westwinds &amp; Grassy Pointe Reclaimed Water Distribution Systems</b> <i>Tarpon Springs, FL</i>	\$1.2M	\$1.04 M	12/2018	01/2019
<b>Westchase Reclaimed Water Transmission Main Replacement</b> <i>Hillsborough County, FL</i>	\$3.1M	\$3.3 M (Owner added scope for bypass lanes)	01/2018	04/2018
<b>North Bayshore Sanitary Sewer Force Main Replacement</b> <i>Safety Harbor, FL</i>	\$1.5M	\$1.2 M	12/2019	12/2019
<b>Southeast Water System</b> <i>Pasco County, FL</i>	\$8.6M	\$8.3M	01/2007	03/2007
<b>Lift Stations #33 &amp; #42</b> <i>Clearwater, FL</i>	\$989,560	\$979,093	04/2013	05/2013
<b>Decatur Lift Stations &amp; Force Main Improvements Program for Basins 2, 4, &amp; 8</b> <i>Decatur, AL</i>	\$21 M	\$19.8 M	12/2018	12/2018

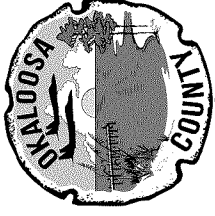


# PROPOSED PROJECT TEAM



ARDURRA

## Proposed Project Team

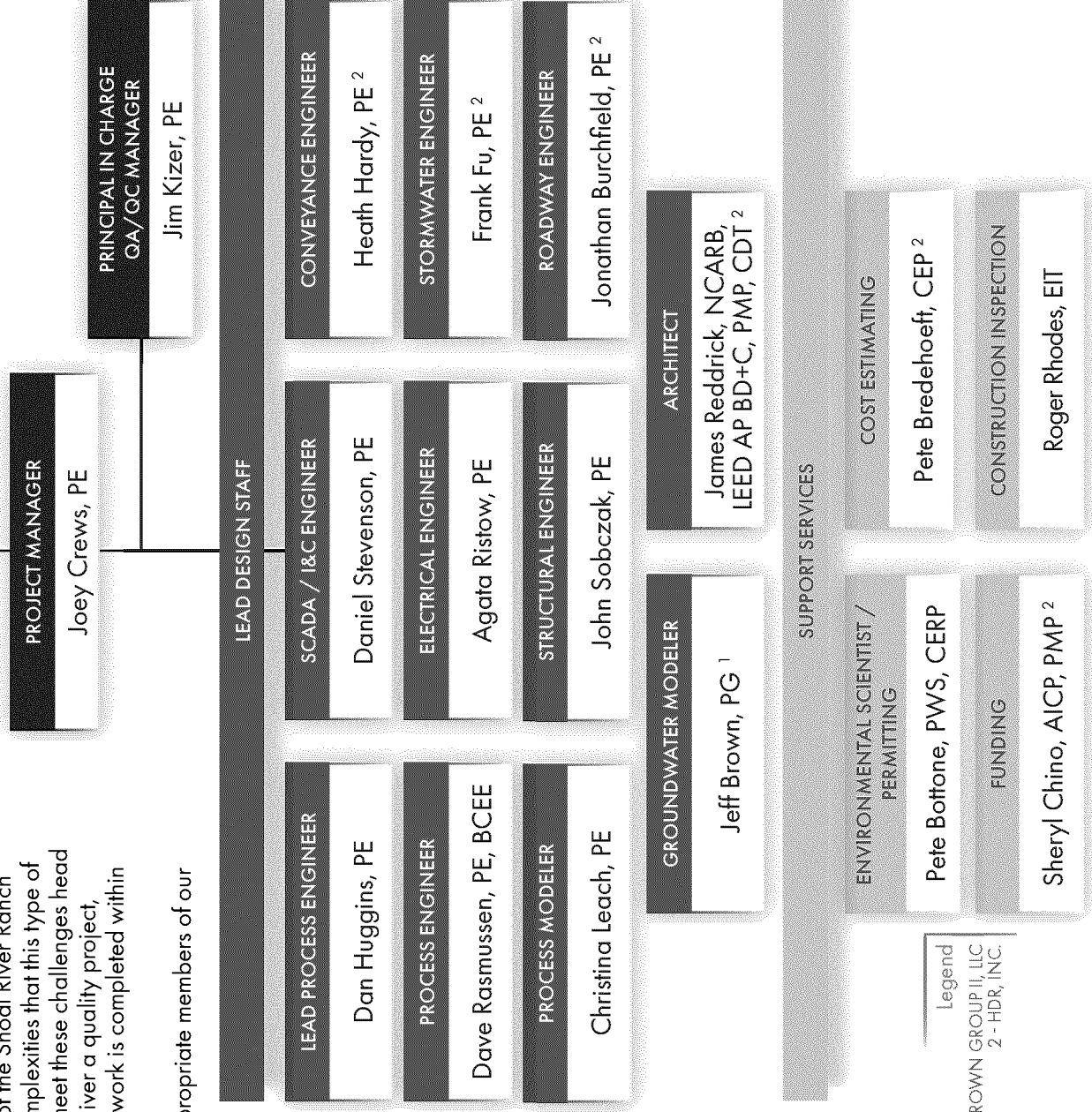


We have brought together the following team to provide engineering design and construction services to ensure the successful delivery of the Shoal River Ranch WRF project. Our team is familiar with many of the complexities that this type of project will face and have the experience needed to meet these challenges head on. Our team has the capability and experience to deliver a quality project, minimize disruption to the environment, and ensure all work is completed within budget and on schedule.

Program Manager Joey Crews will coordinate the appropriate members of our team to assign necessary resources to address any project issue. Ardurra will be the lead firm directly responsible for communicating with OCWS and executing project deliverables.

Ardurra will be supported by the following subconsultants:

- Brown Group II, LLC - Located in Fort Walton Beach, FL, the Brown Group, has worked alongside Ardurra staff for projects in Okaloosa County such as the Arbenne Pritchett WRF. Mr. Jeff Brown, PG, Owner, has in-depth knowledge of the proposed Shoal River Ranch WRF site through his involvement in the ground water modeling for the site property acquisition.
- HDR, Inc. - Operating from Crestview, FL, HDR has provided engineering services to Okaloosa County since 2004. HDR will support Ardurra by providing pipeline/conveyance, drainage, and roadway design. They will also support the funding and permitting application processes.



Legend  
1 - BROWN GROUP II, LLC  
2 - HDR, INC.

## KEY STAFF QUALIFICATIONS

Each project team member was carefully selected for this contract based on very specific and relevant design-build, wastewater treatment, sewer, stormwater, roadway, permitting, funding expertise, and project management. This team has worked together before on similar projects and has performed exceptionally well together. We will leverage established tools and processes based on industry best practices, successes, and lessons learned from similar engagements and OCWS projects. Brief bios for our team key staff are listed below.

### JOEY CREWS, PE

Program Manager



**Education:**  
BS Civil Engineering

**Years of Experience:** 29

**Location:** Fort Walton Beach, FL

Mr. Crews has extensive knowledge in municipal operations, including rate analysis, budgeting, public relations, and contract management; as well as a proven ability to work with owners and contractors to produce an understandable project and low maintenance product. He has designed and permitted wastewater treatment facilities, sanitary sewer pump stations, force mains, collection systems, stormwater collections, site grading, and roadway improvements. As the Program Manager for this project, he will utilize his expertise to ensure all projects are designed to the highest standard of quality, easily implementable, and delivered on time and within the County's budget. Exemplary projects include:

- Project Manager, Arbennie Pritchett WRF 10 mgd Original & 5 mgd Expansion, OCWS, FL
- Project Manager, East County Wastewater Transmission Improvements Program, OCWS, FL
- Project Manager, 6.0 mgd Reclaimed Water System Expansion, OCWS, FL
- Project Manager, AP WRF Septage/FOG Receiving System, OCWS, FL
- Project Manager, Shoal River Landing Pump Station, OCWS, FL

### JIM KIZER, PE

Principal in Charge & QA/QC Manager



**Education:**  
MS Environmental Engineering  
BS Civil Engineering

**Years of Experience:** 33

**Location:** Fort Walton Beach, FL

Mr. Kizer specializes in water and wastewater treatment processes and is recognized for his extensive experience in the planning, design, construction and operation of water and wastewater treatment facilities. He is known for his innovation/out of the box thinking, along with being a renowned project facilitator pioneering alternative design delivery projects throughout the Southeast. Mr. Kizer has been serving clients in Florida for over 30 years. Mr. Kizer will serve as the Principal in Charge and QA/QC Manager for this project. Exemplary projects include:

- Program Manager, Arbennie Pritchett WRF 10 mgd Original & 5 mgd Expansion, OCWS, FL
- Program Manager, Bob Sikes Water Reclamation Facility, Okaloosa County, Florida.
- Principal-in-Charge, Sandy Run Creek WPCP Expansion, City of Warner Robins, Georgia.
- Principal-in-Charge, Frank Satterfield WPCP Improvements, City of Perry, Georgia.
- Principal-in-Charge, Calls Creek WRF Expansion, Oconee County, Georgia.

### DAN HUGGINS, PE

Treatment Plant Design Lead



**Education:**  
BS Civil Engineering

**Years of Experience:** 26

**Location:** N Charleston, SC

Mr. Huggins is a Senior Project Manager with more than 25 years of experience in the field of water and wastewater engineering. Mr. Huggins has a broad background in water resources engineering, including water and wastewater treatment, water storage and distribution, and wastewater collection. His responsibilities include project design for both water and wastewater projects in preliminary planning, preparation of construction plans and specifications, permitting, and construction management for projects ranging from as small as 0.1 mgd to as large as 64 mgd. Exemplary projects include:

- Senior Designer, R.B. Simms WTP Upgrades, Spartanburg Water, SC
- Project Manager, Phoenix Development, Twelve Parks Water Reclamation Facility, Sharpsburg, GA.
- Project Manager, Calls Creek WRF Expansion, Oconee County, GA
- Project Manager, Cowpens Water Reclamation Facility, Oconee County, GA



**DAVE RASMUSSEN, PE**

Process Design

**Education:**  
BS Civil Engineering**Years of Experience:** 15**Location:** St. Augustine, FL

Mr. Rasmussen has over 15 years of experience specializing in water and wastewater treatment plant design, large pump station design, plant hydraulics, groundwater remediation hydraulics, construction services, resident project representative services, and permitting. He has a broad range of experience in the planning, design, construction, and operation of water and wastewater treatment facilities, using both traditional and cutting-edge technologies. Exemplary projects include:

- Project Manager during Construction, Arbennie Pritchett Water Reclamation Facility 5-mgd Design-Build Expansion, Okaloosa County, FL
- Design Manager, Northwest Regional WWTF Expansion, Marion County, FL
- Project Manager, Peters Creek WRF Expansion & Effluent Management, Clay County Utility Authority, FL

**CHRISTINA LEACH, PE**

Process Modeling &amp; Permitting

**Education:**  
BS Civil Engineering**Years of Experience:** 19**Location:** Pensacola, FL

Ms. Leach has performed biological modeling of numerous treatment plants using EnviroSim BioWin modeling software. Treatment plant models have included primary clarification; trickling filters; 2-stage, 3-stage, 4-stage, and 5-stage biological processes; clarification; filtration; thickening; digestion; de-watering. Biological processes modeled have included those using combination of mixers, surface aeration, diffused aeration, and MBR process. Residuals processes modeled have included aerobic digestion, anaerobic digestion, rotary drum thickeners, belt filter presses, and screw presses. Exemplary projects include:

- Arbennie Pritchett WRF FDEP Permit Renewal, Okaloosa County, FL
- NFWFMD Consumptive Use Permit Renewal, Destin Water Users, FL
- FDEP Wastewater Modification Permit, Hurlburt Field AFB, FL
- FDEP Substantial Permit Modification, Pace Water System, FL

**JEFF BROWN, PG (BROWN GROUP II, LLC)**

Ground Water Model

**Education:**  
BS Geology**Years of Experience:** 38**Location:** Fort Walton Beach, FL

Mr. Brown is a professional geologist with 38+ years of experience in environmental geology. His experiences include commercial oil & gas exploration (borehole geophysical logging) in the Southeast US; oil & gas regulation and research (Florida Geologic Survey); environmental regulation (Florida Department of Environmental Protection); environmental management at the local government level (Okaloosa County geologist), and; private sector environmental consulting. His specialty is in ground water resources, dealing with matters ranging from supply (exploration, development, & sustainability) to protection and restoration (contaminant assessment & remediation). Exemplary projects include:

- Geologist / Ground Water Modeler, Arbennie Pritchett WRF, Okaloosa County, FL
- Geologist / Ground Water Modeler, Shoal River Ranch Property Acquisition Ground Water Modeling, Resource Land Holdings, Okaloosa County, FL
- Geologist / Ground Water Modeler, Highland View Wastewater Disposal Site, Gulf County, FL

**DANIEL STEVENSON, PE**

I&amp;C / SCADA / Electrical

**Education:**  
BS Electrical Engineering**Years of Experience:** 15**Location:** Pensacola, FL

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

- Electrical/I&C Lead, Arbennie WRF Expansion, Okaloosa County, FL.
- Electrical/I&C Lead, Control System Rehabilitation of the Garniers Re-Pumping Station, OCWS, FL
- Electrical/I&C Lead, Wastewater Collection & Water Distribution SCADA System Upgrades, OCWS, FL

**AGATA RISTO, PE**

Electrical

**Education:**

MS Electrical Engineering

**Years of Experience:** 16**Location:** Dallas, TX

Agata Risto has 16 years of electrical engineering experience for the water, wastewater, solid waste, food and beverage, pharmaceuticals, and oil and gas markets. Her expertise encompasses the design, implementation, and project management of electrical system improvement and SCADA projects for water and wastewater treatment plants across the United States. Additionally, she has experience in electrical engineering for transportation applications including project management, light rail, catenary, and signaling. Exemplary projects include:

- Electrical Design, 2016 Water Reclamation Facility Rehabilitation, City of Cedar Park, TX
- Electrical Design, Central WWTP HVAC System Upgrades, Trinity River Authority, Dallas, Texas
- Electrical Engineer, 118th St and Wilson Blvd Pump Stations Rehabilitation, JEA, FL

**JOHN SOBCZAK, PE**

Structural

**Education:**MS Structural Engineering  
BS Mechanical Engineering**Years of Experience:** 15**Location:** Winter Park, FL

Mr. Sobczak has 15 years of experience working in the water/wastewater industry. His experience encompasses both structural and structural/geotechnical engineering and focuses on the inspection, analyses, modeling, and design of environmental and municipal structures. He is also experienced in many computer-aided design software such as RISA, Robot, Visual Slope, and Revit. Mr. Sobczak is well versed in the requirements for the preparation of structural design calculations and high-quality contract documents for water and wastewater treatment facilities and the industrial structures and buildings at those facilities. Exemplary projects include:

- Structural Engineer, Northwest Regional WWTF Expansion, Marion County, FL
- Structural Engineer, Peters Creek WRF Expansion & Effluent Management, Clay County Utility Authority, FL
- Structural Engineer, 118th St and Wilson Blvd Pump Stations Rehabilitation, JEA, FL

**JAMES REDDRICK, NCARB, LEED AP BD+C, PMP, CDT (HDR, INC.)**

Architect

**Education:**

BA Architecture

**Years of Experience:** 17**Location:** Charlotte, NC

Mr. Reddrick serves as a senior architect lead in the ASMEC department at HDR. In this role, he provides creative and technical oversight and support to various project markets including facilities, wastewater and water treatment facility projects. His involvement includes preliminary plans, 3-D visualization to communicate aesthetic character of building materials, building code compliance, discipline coordination, specifications, construction drawings, building permit support, and construction administration. Exemplary projects include:

- Architect, Southwest Water Reclamation Facility (SWWRF) Distribution Pump Station Design Criteria Package (PS DCP), City of St. Petersburg, FL
- Architect, Alexander Orr, Jr. Water Treatment Plant (AOWTP) East-West High Service Pump Station Upgrade, Miami Dade Water & Sewer Dept., FL

**HEATH HARDY, PE (HDR, INC.)**

Conveyance System Lead

**Education:**

BS Environmental Engineering

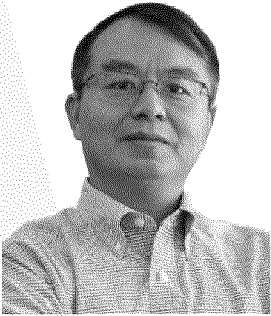
**Years of Experience:** 14**Location:** Crestview, FL

Heath Hardy has been working with HDR for the past 14 years, and brings a wealth of experience in the management, planning, and design of municipal utility programs. His area of expertise focuses on water/wastewater pipeline design, pump station planning and design, utility relocation design and coordination, and civil site development plans. Mr. Hardy has served as both Project Manager and Engineer of Record (EOR) for a variety of different pipeline, pump station, treatment facility, and site development projects. Exemplary projects include:

- EOR, Crestview Bypass Utility Relocations, OCWS, Okaloosa County, FL
- EOR, Antioch/I-10 Interchange Utility Relocations, OCWS, Okaloosa County, FL
- Project Manager, Brooks Bridge Utility Relocations, OCWS, Okaloosa County, FL

**FRANK FU, PE (HDR, INC.)**

Drainage

**Education:**MS Civil Engineering  
BS Civil Engineering**Years of Experience:** 35**Location:** Crestview, FL

Frank Fu has more than 30 years of experience in drainage design for transportation and land development projects both in public and private sectors. He has an outstanding background and expertise in water resources and hydraulic analysis planning and design, stormwater management systems, and hydraulic structural design. Mr. Fu's experience in hydrologic and hydraulic analyses includes using TR-55, SWMM, adicPR, Ponds, and HEC-2/HEC-RAS. Exemplary projects include:

- Drainage Engineer, FDOT District 3, SR 8 (I-10) Interchange, Southwest Crestview Bypass, Okaloosa County, FL
- Drainage Engineer, PJ Adams Parkway & SR 85 Intersection Improvements, Okaloosa County, FL
- Drainage Engineer, FDOT District 3, Brooks Bridge Replacement Conceptual Design and Design Build RFP, Okaloosa County, FL

**JONATHAN BURCHFIELD, PE (HDR, INC.)**

Roadways

**Education:**

BS Civil Engineering

**Years of Experience:** 18**Location:** Crestview, FL

Mr. Burchfield is experienced in roadway, drainage and traffic signal design both in urban and rural settings. His design experience includes horizontal and vertical alignments, signals, widening and resurfacing. He has completed numerous projects throughout the State of Florida for FDOT Districts 1, 2, 3 and 5. Exemplary projects include:

- Roadway Engineer, FDOT District 3, SR 8 (I-10) Interchange, Southwest Crestview Bypass, Okaloosa County, FL
- Roadway Engineer, PJ Adams Parkway & SR 85 Intersection Improvements, Okaloosa County, FL
- Roadway Engineer, FDOT District 3, PD&E Study for SR 123 from South SR 85 to North SR 85, Okaloosa County, FL

**PETE BOTTONE, PWC, CERP**

Environmental Scientist / Permitting

**Education:**

BA Biology

**Years of Experience:** 37**Location:** Tampa, FL

Mr. Bottone has 37 years of ecological sciences and has served as Project Manager and/or Lead Ecologist for over 40 SWFWMD SWIM/CERP habitat restoration and stormwater retrofit projects as well as a General Environmental Consultant to SWFWMD and FDOT under various Professional Services contracts. Mr. Bottone has received 9 awards of excellence in the environmental design category for his SWIM habitat restoration projects including Cockroach Bay and Wolf Branch Creek. Exemplary projects include:

- Environmental Scientist, Lehigh Acres WWTP Headworks and Miscellaneous Plant Modifications, Florida Governmental Utility Authority, Lee County, FL
- Environmental Scientist, Friendship Trail Bridge Demolition Design-Build Contract RFQ, Hillsborough County, FL
- Environmental Scientist, Columbus Drive Extension Design Build, Hillsborough County, FL

**SHERYL CHINO, AICP, PMP (HDR, INC.)**

Funding

**Education:**

BS Geography

**Years of Experience:** 23**Location:** Paducah, KY

With 23 years of community and economic development, urban planning, project management, and project financing experience, Ms. Chino assists clients in securing and administering project funding. Her work developing innovative solutions to optimize funding mechanisms includes leveraging federal grant and loan programs to secure private investment and public-private partnerships to implement critical infrastructure upgrades. Her expertise also covers strategic planning for integrated water resources, infrastructure, and capital improvements. Exemplary projects include:

- Project Administration / Client Advisor, Flood Pump Station 2 Grant Application, City of Paducah, KY
- Project Administration / Client Advisor, Paddy's Run Flood Pump Station Project BRIC Grant Application, Louisville- Jefferson County Metropolitan Sewer District, KY
- Client Advisor, Grant Application Quality Review, North Shore Levee, City of Hoquiam, WA

**PETE BREDEHOEFT, CEP (HDR, INC.)**

Cost Estimating

**Education:**

BS Construction Management

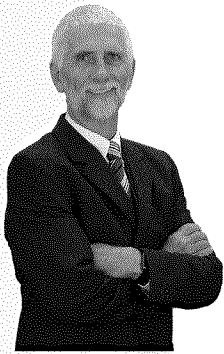
**Years of Experience:** 31**Location:** Crestview, FL

Mr. Bredehoft has completed over 3,300 cost estimates on all levels, including program management, conceptual bonding type estimates, order of magnitude project estimates, design development estimates, construction document estimates, final design estimates, operations/maintenance estimates, and change order-type definitive level estimates. He is an expert in the cost estimating process and procedures for programs. Mr. Bredehoft is a specialist in estimating location or area adjustment factors and in escalation development and commodity trends. He has extensive program management experience on large capital improvement programs. Exemplary projects include:

- Lead Cost Estimator, Peace River Regional Water Supply, Peace River, FL
- Lead Cost Estimator, Fowler Water Reclamation Facility (WRF), Forsyth County, GA
- Lead Cost Estimator, Crooked Creek WRF, Gwinnett County, GA

**ROGER RHODES**

Construction Inspection

**Education:**

BS Civil Engineering

**Years of Experience:** 41**Location:** N. Charleston, SC

Mr. Rhodes has over 40 years of experience in the fields of water and wastewater systems engineering and construction. His diverse experience has included project management or construction oversight on a variety of municipal environmental projects, including planning, design, permit applications, bidding, and construction management.

As Owners Representative for the Spartanburg project served as key design reviewer to evaluate approximately \$45M in improvements and then prioritize project goals for a final \$30M improvement project. He served as primary point-of-contact during the construction phase including shop drawing review, partial pay estimate review and on-site representative. Reviewed and approved all final construction and tie-in shut plans to ensure continued plant operations. Exemplary projects include:

- Resident Inspector, Cowpens Water Reclamation Facility Design Build, Spartanburg, SC
- Resident Inspector, Calls Creek Water Reclamation Facility Design Build, Oconee County, GA
- Resident Inspector, R.B. Simms and Lake Blalock WTP Upgrades Design Build, Spartanburg, SC

# REGULATORY EXPERIENCE



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# 8 Regulatory Experience

Ardurra will review all necessary permitting requirements for the design and construction of the improvements and modifications to the Shoal River Ranch WRF. As stated above, we managed the permitting process for the original construction of the Arbennie Pritchett WRF, as well as the expansion and all improvements and modifications to the facility. We maintain an excellent working relationship with FDEP's Pensacola office. As we have done in the past for OCWS projects, we will hold a pre-application meeting with representatives of FDEP and other perspective agencies to discuss the objectives of the overall project and to clarify the level of permitting needed.

**Ardurra has been supporting OCWS to permit their projects since 2005.**

We have specific permitting experience for OCWS in working with permitting agencies such as FDEP to provide permitting assistance for activities such as:

- Preparation of permitting documentation for new wastewater facilities, plants and pumping stations, as well as modifications of OCWS's existing facilities, including the Arbennie Pritchett WRF, the Bob Sikes WRF, and the Russell F.W. Stephenson WRF; and preparation of periodic reports and analysis of existing data as required by the specific conditions of the permit.
- Assisting with responses to FDEP Compliance inspection reports as they pertain to OCWS assets and wastewater permits and assisting with periodic reporting requirements of the three wastewater permits.
- Performing analyses of wastewater data collected by OCWS and providing recommendations to OCWS to modify, or amend operations required to maintain compliance with the FDEP permits, or to mitigate existing non-compliant circumstances.

## ADDITIONAL PERMITTING EXPERIENCE

### Clearwater East & Northeast WRF Permitting Services

City of Clearwater, FL

Ardurra was requested by the City of Clearwater to provide assistance with renewing the NPDES/Florida Department of Environmental Protection (FDEP) Domestic Wastewater permits for its East and Northeast Water Reclamation Facilities (WRF). The East WRF has a permitted capacity of 5.0 mgd and the Northeast WRF has a permitted capacity of 13.5 mgd.

Both WRFs produce reclaimed water meeting requirements of FAC Chapter 62-610 Part III for an urban reuse system with an alternate surface water discharge to Old Tampa Bay. Specific tasks included:

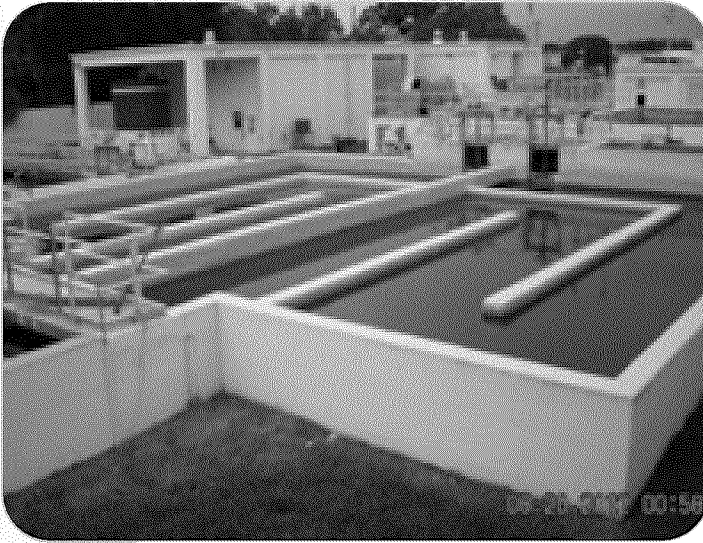
- Service area evaluations and development of wastewater flow projections
- Development of Capacity Analysis Reports including wastewater characterization and evaluation of each individual treatment train process
- Development of Operation & Maintenance Reports and evaluation of each treatment train and the condition and operation of each major piece of equipment;
- Effluent evaluations and analyses for use in renewing the surface water discharge's mixing zone

- Development of a Biosolids Plans characterizing the biosolids produced at each facility and addressing the proposed disposal sites to be used by the City
- Development of Operating Protocols for both facilities
- Negotiations with the FDEP and responding to Requests for Additional Information (RAI)



## Dunedin Wastewater Permitting Assistance

Dunedin, FL



Ardurra was retained by the City of Dunedin to assist with the renewal of the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Permit for the City's Advanced Wastewater Treatment Facility and city-wide reclaimed water system in 1997, 2002, 2007, 2012, 2019 & 2020. Ardurra's licensed Wastewater Operators inspected the plant's equipment and reviewed and evaluated Discharge Monitoring Reports, circular flow charts, ground water monitoring reports, quarterly sludge analyses, ambient monitoring data, and other miscellaneous data.

Ardurra was also responsible for the preparation and submittal of the required FDEP forms; preparation of a Capacity Analysis Report and Operation & Maintenance Performance Report; site visits and evaluation of six (6) sludge disposal sites; responding to FDEP's questions and other services necessary to obtain the permit renewal.

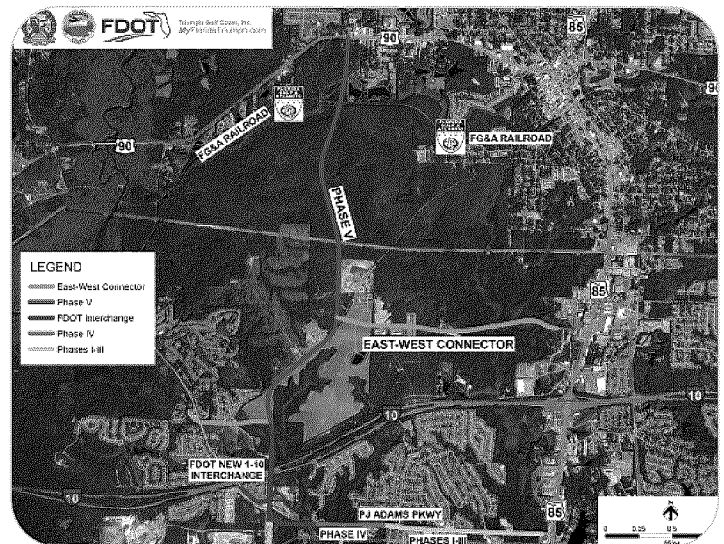
## Southwest Crestview Bypass

Okaloosa County, FL

Subconsultant HDR's experience with Okaloosa County is a long-term partnership, which began with a June 2004 Corridor Analysis Report prepared for FDOT to consider options for both western and eastern corridors. Since that time, HDR has continued working with the County in the successful completion of multiple infrastructure projects including a PD&E Study which will serve as the NEPA documentation for Phase V of the Southwestern Crestview Bypass. HDR has also acquired the Right-of-Way for Phases I-III of the Bypass and developed design plans for Phases I-IV. The PJ Adams Parkway projects completed by HDR have set the groundwork for the Southwestern Crestview Bypass. A detailed description of HDR's activities include:

**Plans Preparation Program:** HDR provided construction engineering drawings for the intersection improvements at SR 85 as well as the widening plans for Phases I-IV of the Bypass. Plan sets include roadway, drainage, noise walls, box culvert extensions, retaining wall, signalization, signing and pavement marking, and water main relocations.

**Permitting:** The HDR team obtained stormwater and wetland permits for the SR 85 improvements and is in the final stages of obtaining the permits for Phases I-III of the Bypass. HDR has been negotiating with USACE regarding the mitigation of this project. Through that course of negotiation, Okaloosa County had solidified rights to mitigation credits from the Yellow River Mitigation Bank which is yet to be opened. These credits can be purchased to satisfy the requirements of Phase V and the Raspberry Connector Road, which will greatly speed the permitting process.



**Right-of-Way Acquisition:** HDR provided right-of-way services for Phases I-III of PJ Adams. The acquisition phase of this project was accelerated due to the timing of LAP and TRIP funds. HDR coordinated with Okaloosa County staff and County legal council to prioritize parcels which needed clearance first. Weekly conference calls were established and attended by HDR, County staff, County legal counsel, and the project appraiser. During these calls, a weekly status report was reviewed concerning every parcel along the project. The weekly action items were then distributed to all members. By incorporating HDR's design project manager into this phase, one major collection of seven parcels was obtained by negotiating design changes. This kept the seven parcels out of suit and greatly accelerated the acquisition schedule.

# OUTSIDE FUNDING EXPERIENCE



ARDURRA



# 9

## Outside Funding Experience

Ardurra has provided assistance to clients all across the Southeast United States in obtaining and administering federal funding including SRF, ARRA, CDBG, FEMA, and others.

### SRF Funding Planning Level Assistance

#### St. Johns County, FL

The St. Johns County Utility Department (SJCUD) is planning rehabilitation/replacement related improvements to various Wastewater Treatment Facilities (WWTFs), Lift Stations, Manholes and other infrastructure components within in its wastewater system. Ardurra (formerly Constantine Engineering) provided engineering support services for SRF Planning level funding assistance for certain projects SJCUD.

This project includes the services associated with completing a clean water state revolving fund (CWSRF) application form for funding the planning costs for certain projects.

Ardurra is assisting SJC in applying for over \$39 Million in SRF Funding by preparing documents for the request for inclusion (RFI), loan applications assistance, loan agreement review and recommendations, facilities plan development, and facilities plan public participation and adoption.

The Request for Inclusion and Facilities Plan included an assessment of current conditions, project needs, alternatives

analysis, and recommendations based on total capital costs, annual operations & maintenance costs, and a 20-year net present worth cost.

The projects included under this SRF Application include:

- Anastasia Island (AI) Wastewater Treatment Facility (WWTF) UV Disinfection and Related Improvements
- AI WWTF Pumping and Related Improvements
- AI WWTF Solids Holding Tank and Related Improvements
- Lift Station Inspections and Rehabilitation
- Three Lift Stations Odor Control
- Inspection & Rehabilitation of Manholes
- SR16 WWTF Headworks, Clarifier Splitter Box, and Drainage and Related Improvements
- SR16 WWTF BNR and Related Improvements
- SR16 WWTF Blowers and Related Improvements

### Decatur Utilities Improvements ARRA/SRF Program

#### Decatur, AL

Ardurra was the Program Manager for \$28 million in capital improvements to Decatur Utilities' water and wastewater facilities as part of the ready-to-go projects funded by the American Recovery and Reinvestment Act (ARRA). In less than 24 months, Ardurra developed the plan for improvements projects, prepared and submitted the ARRA application and design documents, secured the funding for Decatur Utilities, prepared construction bid documents, and managed construction for eight (8) separate projects that provided significant upgrades to the water and wastewater system. Approximately 50% (\$14 million) of the funding were federal grants due to Ardurra's inclusion of energy-efficient "green" improvements and the submittal of Business Case Evaluations to EPA.

Ardurra assisted Decatur Utilities with obtaining approximately \$15M in SRF funding for various improvements to its water and wastewater treatment facilities:

- **Dry Creek WWTF Clarifier Repair**- \$1.48M in SRF Funding
- **Decatur Methane** - \$1.93 M in SRF Funding
- **Decatur Filter Improvements** - \$1.22 M in SRF Funding
- **Decatur WTP Generator** - \$1 M in SRF Funding
- **Decatur Drinking Water SCADA** - \$800k in SRF Funding
- **Decatur WT Chemical Feed Improvements** - \$180k in SRF Funding
- **Decatur WWTP Solids Improvements** - \$1.93M in SRF Funding
- **Decatur CW SRF Project 2012** - \$1.07M in SRF Funding

PROJECT	CLIENT	FUNDING TYPE	WASTEWATER TREATMENT DESIGN	CONVEYANCE SYSTEM DESIGN	PERMITTING	GRANT ADMINISTRATION	SERVICES DURING CONSTRUCTION
Calls Creek WWTF 1.5 mgd Expansion	Oconee County, GA	GEFA	✓		✓	✓	✓
Calls Creek WWTF 3.0 mgd Expansion	Oconee County, GA	GEFA	✓		✓	✓	✓
Northwest Regional WWTF Expansion	Marion County, FL	SRF	✓	✓	✓	✓	✓
Anastasia Island WWTF Improvements	St. Johns County, FL	SRF	✓	✓	✓	✓	✓
State Road 16 WWTF Improvements	St. Johns County, FL	SRF	✓	✓	✓	✓	✓
Lift Station Inspection & Rehabilitation Improvements Program	St. Johns County, FL	SRF		✓	✓	✓	✓
Decatur Sewer System Rehabilitation	Decatur Utilities, AL	SRF		✓	✓	✓	✓
Decatur Dry Creek WWTF Improvements	Decatur Utilities, AL	SRF	✓		✓	✓	✓
Main Island Lift Station & Force Main	Okaloosa County, FL	FEMA HMGP		✓	✓	✓	✓
Milbrook WWTP	City of Milbrook, AL	SRF	✓		✓	✓	✓
Curlew Rd Elevated Storage Tank Refurbishment & Reclaimed Water Booster Pump Station	City of Dunedin, FL	SWFWMD Grant		✓	✓	✓	✓
Spanish Trails Sanitary Sewer & Reclaimed Water Distribution System	City of Dunedin, FL	SWFWMD Grant		✓	✓	✓	✓
West Central Interconnect - Reclaimed Water Pumping Stations	Pasco County, FL	SWFWMD Grant		✓	✓	✓	✓
2012 CDBG Sewer Improvements	Chatom, AL	CDBG		✓	✓	✓	✓
Chatom Wastewater Treatment Plant	Chatom, AL	CDBG	✓		✓	✓	✓
2009 Sewer Improvements	Midway, AL	CDBG	✓	✓	✓	✓	✓
2007 Wastewater Treatment Plant Improvements	Mosses, AL	CDBG	✓		✓	✓	✓
2005 North Sewer System Expansion	Mosses, AL	CDBG	✓	✓	✓	✓	✓
2012-2018 Wastewater Treatment & Conveyance, Phase I	Town of White Hall, AL	CDBG	✓	✓	✓	✓	✓
East Richland Long-Term Recovery	East Richland County, SC	FEMA, CDBG, SRF	✓	✓		✓	✓
Ascension Parish SRF Sewer Capital Program	Ascension Parish, LA	SRF	✓	✓	✓	✓	✓
St. Bernard Sewer Rehab Program	St. Bernard Parish, LA	SRF, FEMA		✓	✓	✓	✓
Wastewater Collection & Treatment System Capital Improvements	St. Bernard Parish, LA	SRF, FEMA	✓	✓	✓	✓	✓
2016 Small Diameter Gravity Sewer CIPP Rehab	Mobile Area Water Sewer System, AL	CDBG		✓	✓	✓	✓
2018 Small Diameter & Manhole CIPP Rehab	Mobile Area Water Sewer System, AL	CDBG		✓	✓	✓	✓
2019 Large Diameter CIPP Rehab	Mobile Area Water Sewer System, AL	CDBG		✓	✓	✓	✓
Pine Run Sewer Improvements	Mobile Area Water Sewer System, AL	CDBG		✓	✓	✓	✓

# REFERENCES



ARDURRA

# 10 References

Client Reference	Relevant Project
<p><b>Emerald Coast Utility Authority</b>            9255 Sturdevant St, Pensacola, FL 32514            Stacy Hayden, PE, Director of Engineering            Ph: 850.969.6648            E: stacy.hayden@ecua.fl.gov</p>	<p><b>Lift Station Improvements/Replacements Program</b></p> <ul style="list-style-type: none"> <li>■ Provided design, permitting, bidding, and construction services for multiple lift stations</li> <li>■ Projects generally consisted of the demolition/ replacement and installation of pumps, concrete, piping, channel grinder and electrical equipment; and construction of gravity sewer piping and manholes.</li> </ul>
<p><b>JEA</b>            21 W Church Street, Jacksonville, FL 32202            Katie Templeton, PE, Water Wastewater Engineer            Ph: 904.665.8784            E: tempkl@jea.com</p>	<p><b>Blacks Ford Water Reclamation Facility Improvements</b></p> <ul style="list-style-type: none"> <li>■ Provided design, alternatives analysis, permitting, and construction observation and administration</li> <li>■ Projects included reject effluent pumping system improvements, addition of a new disk filter, replacement of the aerators, and various electrical/I&amp;C improvements</li> </ul>
<p><b>Marion County Utility Department</b>            11800 US-441, Belleview, FL 34420            Jody Kirkman, PE, Environmental Services Director            Ph: 352.307.4625            E: jody.kirkman@marioncountyfl.org</p>	<p><b>Northwest Regional Wastewater Treatment Facility</b></p> <ul style="list-style-type: none"> <li>■ New 0.8 mgd 4-Stage Bardenpho advanced wastewater treatment facility</li> <li>■ Provided design, alternatives analysis, value engineering, permitting, SRF grant funding assistance, and construction observation and administration</li> </ul>
<p><b>Clay County Utility Authority</b>            3176 Old Jennings Rd, Middleburg, FL 32068            Paul Steinbrecher, Chief Engineer            Ph: 904.213.2408            E: psteinbrecher@clayutility.org</p>	<p><b>Peters Creek Water Reclamation Facility</b></p> <ul style="list-style-type: none"> <li>■ Performed evaluation and alternatives analysis for a new greenfield WRF with capability of expansion to 10 mgd, a new 2 mgd lift station, and 7 miles of force main and reclaimed water mains</li> <li>■ Currently providing design services for the new facility and reclaimed water system</li> </ul>
<p><b>Hillsborough County</b>            601 E. Kennedy Blvd., 22nd Floor, Tampa, FL 33602            Brad Warholak, PE, CIP Engineer            Ph: 813-209-3051            E: warholakb@HCFLGov.net</p>	<p><b>River Oaks Diversion Design Build</b></p> <ul style="list-style-type: none"> <li>■ Prime engineer for the River Oaks Diversion Design-Build Project provided design, permitting and construction administration and observation services</li> <li>■ Project includes: new 24 mgd dry pit pump station, 5,000 LF of 36-inch force main, 13,000 LF of 30-inch force main, 13,000 LF of 20-inch reclaimed water main, a new 30 mgd cascade type aeratoin outfall structure, and demolition of the River Oaks WWTP</li> </ul>
<p><b>Pinellas County</b>            315 Court Street, Clearwater 33756            Craig Osmanski, PE, Senior Engineer            Ph: 727.225-2218            E: cosmanski@pinellascounty.org</p>	<p><b>South Cross Bayou AWRP Improvements</b></p> <ul style="list-style-type: none"> <li>■ Progressive Design-Build delivery of a new Headworks and Grit Facility at Pinellas County's 33 mgd South Cross Bayou Water Reclamation Facility</li> <li>■ Providing design, permitting, and construction services associated with the odor control, septage receiving, and jet-vacuum receiving processes, as well as design of civil grading and drainage, and development of the Maintenance of Plant Operations plan</li> </ul>

**ADDITIONAL  
INFORMATION &  
COMMENTS**



**ARDURRA**



# Additional Information & Comments

## TECHNICAL APPROACH

Ardurra’s Technical Approach for Design Criteria Professional, Owner’s Representative, and Consulting Engineering Services for the Shoal River Ranch WRF was developed based on our previous design-build project experience with other clients across the United States, and specifically, OCWS.

Our project approach is described below and is based on the services outlined in your RFQ (No. WS 22-22). We understand that your intent is to develop the project site for a new 10 mgd biological nutrient removal (BNR), Advanced Wastewater Treatment (AWT) WRF, capable of producing public access reuse (PAR) water, and to maximize the remaining acreage of the property for effluent disposal. As you read our technical approach, you will realize that we firmly understand the tasks and scope necessary to successfully complete these services. Our Technical Approach is presented below.

### Serve as the Owner’s Representative and Design Criteria Professional (DCP)

As the Owner’s Representative, Ardurra proposes to coordinate with OCWS and the County Purchasing Department to prepare the documents to solicit and procure a design-build (D/B) contractor for the project. This includes preparing the Request for Qualifications (RFQ) and the Request for Proposal (RFP) for the D/B contractor, to assist in developing the D/B contract, as well as evaluating references, financial documents, their statement of qualifications, technical proposal, and proposed compensation and fees. Ardurra also proposes to provide the services to oversee and coordinate the D/B contractor’s design and construction services.

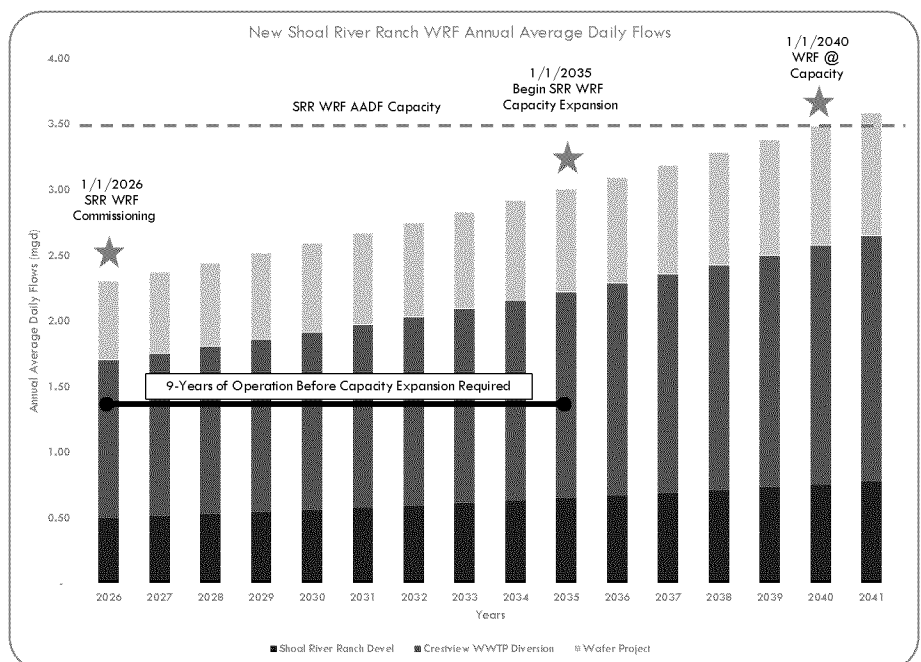
As the DCP we propose to coordinate with the OCWS engineering and wastewater operations staff to update and modify the Design Criteria Package (Package) that we developed for the Arbennie Pritchett WRF D/B projects. The proposed modifications would reflect the process, equipment, and material preferences that OCWS has developed over the past 12 years of operating and maintaining the Arbennie Pritchett WRF. We also understand that the existing Package needs to be updated to reflect changes in technology, equipment, and procedures, as well as codes and standards.

We propose to hold multiple workshops with OCWS to review the existing Package to present immediate changes through 30%, 60%, and 90% Package reviews.

### Preliminary Engineering Services, New 10 mgd WRF Master Plan, and 10% Design Drawings

Concurrently, while we are preparing the Design Criteria Package described above, the Ardurra Team will coordinate with OCWS to perform the preliminary engineering services to develop a Master Plan for the build-out of the new 10 mgd WRF on the 165-acre parcel owned by the County at the Shoal River Ranch. Once the master plan and conceptual WRF layout is accepted by the County, we propose to develop the 10 percent design drawings for the new 10 mgd WRF.

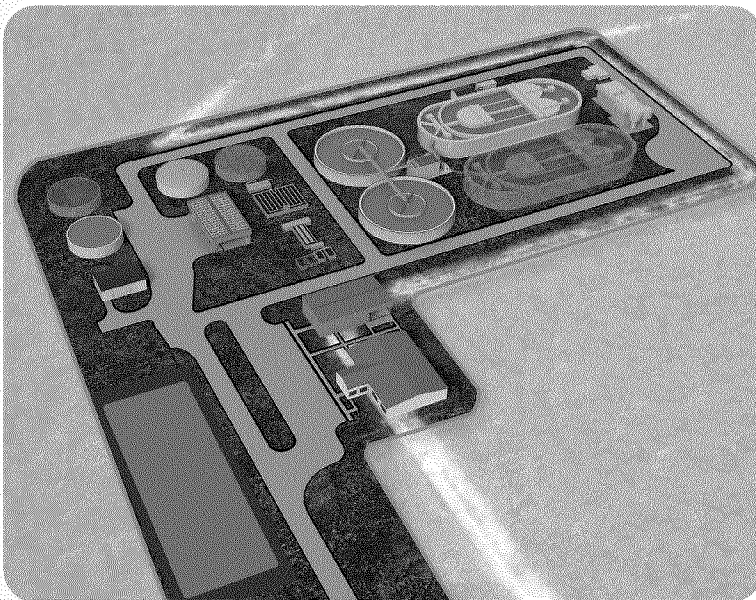
The first step in this task is to evaluate the rate of build-out of the new facility. We propose to work with OCWS and other interested stakeholders to estimate the rates of development to determine whether to build fewer, larger process trains or to build more, smaller trains. In other words, does it make sense to build four 2.5 mgd process trains since the build-out period may be 60 years with 15 years between construction projects; or to build two 5 mgd process trains because in the first 10 years the wastewater flows will increase to 4.5 mgd as existing facilities are abandoned and conveyed to the new WRF. As shown in the graph below, we project that the new WRF could become operational at the beginning of 2026, or possibly at the end of 2025.



We estimate that at startup, the wastewater flow to the new WRF could be about 2.3 mgd. This assumes that the initial flow from the Shoal River Ranch Development is about 0.5 mgd, about 1.2 mgd is diverted from Crestview, and the Wafer project discharges about 0.6 mgd. Assuming a 3% annual growth rate, the WRF would reach 75% of its capacity by 2028 which signals the requirement to perform a capacity analysis report. If this growth remains constant, the new WRF would reach capacity by 2038 and we would recommend beginning the process for an expansion in 2033. This would allow the facility to operate about 9 years before an expansion was needed.

Ardurra proposes to coordinate with key stakeholders and OCWS to collect the necessary information and data to fully evaluate the conceptual build out plan for the new WRF. Once this data is collected, we propose to proceed with the second step which is to hold workshops with OCWS and other stakeholders, as needed, to fully develop the conceptual design and the 10 percent design drawings showing the specific components of the new WRF as well as a proposed phasing plan for implementing the project.

For the purposes of this proposal, Ardurra has developed two alternative conceptual site layouts for the proposed 10 mgd WRF, including a layout for two 5 mgd process trains (see figure below) and one for three 3.5 mgd process trains. Based on projected future growth and management of capital expenditures, the following implementation plan is recommended. We propose to implement the 10 mgd WRF in three phases of 3.5 mgd AADF each. A detailed description of the proposed propose three 3.5 mgd process trains layout is provided in the following text and is shown graphically in the 3-D figure on the following page.



**Shoal River Ranch WRF:  
2 Phase - 10 mgd Build-Out**

## Conceptual Design

Ardurra understands that the proposed WRF will be designed to have an annual average daily flow (AADF) capacity of 10 mgd, a maximum monthly average daily flow (MMADF) capacity of about 12 mgd, and a peak hourly flow (PHF) capacity of about 25 mgd. The conceptual plan that we have included in our proposal is based on the assumptions made above. However, we are fully prepared to meet with OCWS and review this analysis and modify our conceptual design as needed.

## Headworks

Our proposed conceptual design assumes that influent wastewater will be pumped to the new headworks using off site pumping stations. However, the Arbennie Pritchett WRF Operators have indicated their desire to have an amount of influent equalization ahead of the influent screens to moderate peak flow spikes. For this reason, our conceptual design includes a moderately sized equalization basin/pump station to provide this peak smoothing. The headworks will include influent flow measurement using a magnetic flow meter(s) or a Parshall flume as directed by OCWS. Flow will be conveyed by gravity to two new mechanical flow-through band screens, equipped with washing, compacting, and screening storage, as well as two vortex grit removal units, washing equipment, and grit storage. A manual bypass screen will also be provided.

The headworks will be designed for the ultimate PHF capacity of 25 mgd. In the first phase, the influent flow meter will be sized for 25 mgd PHF and we propose that the screens each be sized for an AADF 5 mgd and a PHF of 12.5 mgd. We propose the grit removal units will be sized for 10 mgd AADF and 25 mgd PHF each. In Phase 2, we propose not modifying the headworks equipment. Our initial analysis indicates that unless a very large user begins to discharge to the new WRF, the existing 5 mgd AADF screens will likely be replaced based on age rather than exceeding their rated capacity. In Phase 3, we propose replacing the screens with new units with a capacity of 10 mgd AADF and 25 mgd PHF.

## Biological Treatment

Our Team's approach to the biological treatment process would be to hold a workshop with you to evaluate the benefits and costs of designing the biological treatment process using oxidation ditches provided with either 4-stage or a 5-stage Bardenpho biological nutrient removal processes. Ardurra's full-time wastewater process engineering staff have already developed a conceptual biological treatment process model of the new WRF using our in-house process models as well as the EnviroSim BioWin Wastewater Process Simulation Software. We'll use this information to develop the DCP and ensure that the D/B develops a design that meets our minimum requirements.

# Shoal River Ranch WRF: 3 Phase - 10 mgd Build-Out

#	Feature & Description	Benefit to OCWS
1	<b>New Influent PS &amp; Headworks:</b> New headworks with flow-through band screens and grit-chimney, sized for 10mgd ADF /25 mgd Peak	A moderately sized equalization basin/pump station will be included to provide peak smoothing and influent equalization ahead of the influent screens.
2	<b>New Oxidation Ditch:</b> New 3.5 mgd oxidation ditch BNR process that uses the 5-stage Bardenpho treatment process (1st Anaerobic zone, Anoxic, 2nd Anaerobic zone, 2nd Anoxic, and Post-Aeration zones)	The treatment units will be capable of producing an effluent that meets the AWT limits of 5 milligrams per liter (mg/L) BOD, 5 mg/L TSS, 3 mg/L total nitrogen and 1 mg/L total phosphorus
3	<b>Future Oxidation Ditches:</b> Future Oxidation Ditches (for Phase 2 & 3) rated at 3.5 mgd ADF	Planning for future expansion during Phase 1 design will allow for a more seamless transition into a larger treatment capacity
4	<b>Post-Anoxic/Clarifier Splitter/ RAS&amp;WAS Structure:</b> The configuration decouples the RAS/WAS system from the clarifiers allowing full turn-down capabilities which are critical for smaller facilities with low influent flow conditions.	Combining these structures provides operational simplicity and cost savings through common wall construction
5	<b>New Clarifiers:</b> Two 110-foot diameter spiral scraper clarifiers	Will provide Class 1 reliability, same as APWRF
6	<b>Future Clarifiers:</b> Future 110-foot diameter spiral scraper clarifier (for Phase 2)	Allows for future expansion without impacting the existing operation and performance of the facility
7	<b>Tertiary Filters:</b> Install 2- 3.5 mgd Tertiary Filter upstream of disinfection system to reduce UV or chemical demand	Space provided for two additional 3.5 mgd tertiary filters and connections to existing piping; equipment can be installed with minimal disruption to operations.
8	<b>OPTIONAL- Chlorine Contact Chamber:</b> CCC with Effluent Pumping	An additional Chlorine contact basins can provided downstream of the filtered UV system for additional disinfection for the PAR system
9	<b>Electrical Building:</b> Electrical building will be sized to accommodate future process equipment	Planning for future expansion during Phase 1 design will allow for a more seamless transition into a larger treatment capacity
10	<b>Chemical Building:</b> Will house chemicals to adjust the pH and alkalinity, polymer for solids thickening, and sodium hypochlorite for disinfection	Position near process tankage to minimize chemical pipe distances saves cost on pumping and piping
11	<b>Administration building:</b> Admin building with new laboratory, space for operations staff, and centralized controls	Centralized controls provide ease of operations, similar to APWRF



Ardurra's exclusive knowledge and experience with OCWS, combined with our firm's expertise designing similar facilities throughout the region, allowed our team to develop a conceptual layout for the Shoal River Ranch WRF, and identify key components to provide long term operations, while designing the facility to minimize impacts to the plant's continuous operation during future expansions.

#	Feature & Description	Benefit to OCWS
12	<b>Future Reuse Storage:</b> Future 3.0 million gallon reuse storage tank (for Phase 2)	Will be designed for storage and equalize the peak demand for periods PAR
13	<b>Solids Holding Tank:</b> A single 10 mgd or dual ring SMDG tank will be constructed	Space will be allocated for future a tank; common sludge pumps and piping will provide cost savings opportunities
14	<b>Future Regional Solids Drying Facility:</b> Covered and natural heated drying building to facilitate increased biosolids drying and disposal	This facility is strategically positioned near the solids handling facility with widened truck access and scales. Increases % solids and provides for significant disposal savings.
15	<b>Power Transformer:</b> new transmission main by FPL will be required for 480/3ph service	Transformer could be sized to handle current and future loading to keep the existing plant in service during phase II construction
16	<b>Stormwater Pond</b>	Will collect and treat runoff from the new site and future facilities
17	<b>Solids Dewatering:</b> Addition of second screw press and controls, and extension of screw conveyor; evaluate additional dewatering/drying/disposal options	Space provided in dewatering building for new screw press; equipment can be installed with minimal disruption to operations





Our proposed design of the treatment units will be capable of producing an effluent that meets the AWT limits of 5 milligrams per liter (mg/L) biochemical oxygen demand (BOD), 5 mg/L total suspended solids (TSS), 3 mg/L total nitrogen (TN), and 1 mg/L total phosphorus (TP). The 5-stage process will include an anaerobic zone upstream of the first anoxic zone, but otherwise would be like the Arbennie Pritchett WRF. It will be designed to provide enhanced biological phosphorus and nitrogen removal. Liquid alum or ferric chloride storage and feed equipment will be provided for either alternative for chemical phosphorus removal

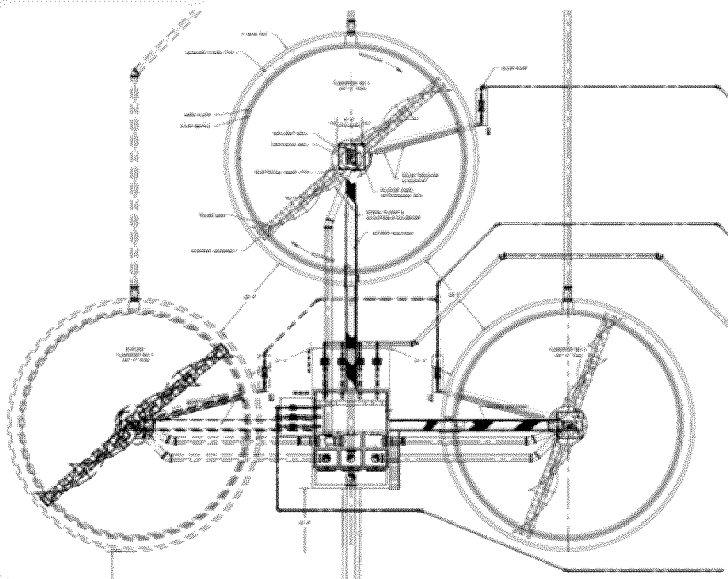
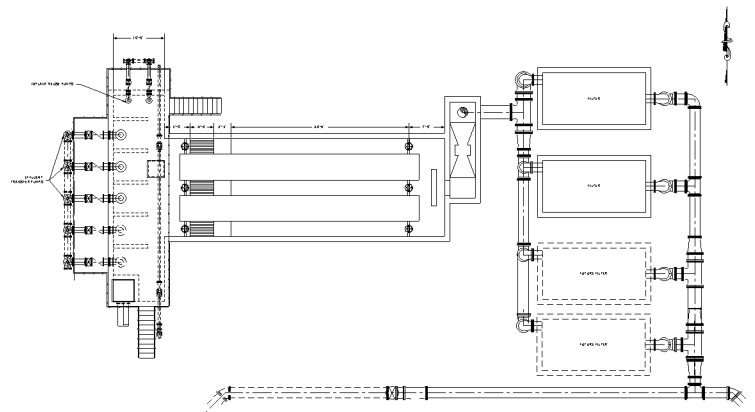
Secondary clarifiers will be designed to meet the Class 1 Reliability and Redundancy requirements for PAR systems and will likely be 110 feet in diameter. The RAS/WAS pump station will be designed to handle three clarifiers. The clarifiers, RAS/WAS PS, RDTs, and digesters will be similar to the units provided at the Arbennie Pritchett WRF. Ardurra's RAS/WAS PS decouples the pumping systems from the sludge withdrawal which allows full turndown capabilities, zero to 100 percent, which are critical for facilities with low influent flow conditions that occur at night or at startup.

Ardurra proposes that in Phase 1, the County construct a single oxidation ditch with the selected BNR process and two clarifiers. This oxidation ditch will have an AADF capacity of 3.5 mgd and redundancy is not required for oxidation ditches provided the aeration equipment provides the redundancy. Two clarifiers provide the needed redundancy for clarification. In Phase 2, we recommend building the second oxidation ditch but no new clarifiers. Again, the clarifiers are designed to provide Class 1 reliability with one unit out of service at the AADF of 7 mgd. In Phase 3, a third oxidation ditch and clarifier train will be required to treat the AADF of 10 mgd. The RAS/WAS PS would be designed for all three clarifiers and would simply need to be connected to the clarifiers and have additional RAS pumps installed.

### Effluent Filtration/Disinfection/Effluent Pumping

Clarified effluent will flow by gravity to the effluent filters. We have proposed Aqua Aerobic fabric filters although we will coordinate with OCWS to evaluate alternative filter technologies that could be use to meet the proposed AWT limits. Filtered effluent will flow by gravity through an effluent Parshall flume to the disinfection system. Again, we will coordinate with OCWS to evaluate UV and chlorine disinfection. Following this evaluation, OCWS will select the system that best meets their needs. Our initial conceptual design is based on High-Level UV disinfection using three channels. An effluent PS will be provided to convey the final effluent to either a CCB for additional disinfections for PAR and online storage tanks; to RIBs; or other alternative discharge system.

Ardurra proposes that in Phase 1, the County construct two effluent disc filters for a firm capacity of 3.5 mgd AADF and 7 mgd maximum daily flow (MDF) to meet the Class 1 requirements. The UV system would be sized to provide high-level disinfection with the largest unit out of service. A third effluent disc filter will be installed in Phase 2 and the fourth filter in Phase 4. Effluent pumping would be developed to meet the required peak flows.



### Public Access Reuse System

Ardurra proposes to construct the components needed to supply PAR water to areas within the vicinity of the New WRF. Ardurra proposes to meet with OCWS to evaluate the size and schedule for developing the PAR system. FDEP regulations require that facilities that produce PAR quality for distribution must have an alternate discharge, such as RIBs, or provide specific volumes of reject and wet weather storage. The regulations require that for all volumes of effluent that cannot be discharged to an alternate discharge the WRF must provide 1 day of lined reject water storage and 3 days of wet weather storage. Therefore, if OCWS develops 10 mgd AADF of RIB disposal capacity, there are no reject or wet weather storage requirements. The facility will need to treat the effluent to include effluent filtration and high-level disinfection with a chlorine residual. Some amount of

PAR water storage should be provided on-site or off-site to equalize the demand for PAR water. Ardurra has proposed to construct covered concrete tanks for this purpose.

### Solids Handling and Digestion

The thickened WAS would be discharged directly to one or both of the two digesters by gravity from the RDTs. We propose to design the digesters similar to those at the Arbennie Pritchett WRF but to use screw blowers to aerate the digesters; however, we will work with OCWS to select a final blower type. Digested sludge will be pumped to from the digesters to the dewatering system. We have proposed a two-centrifuge dewatering systems although duplex screw press systems will be evaluated as an alternative dewatering method during the design phase.

Ardurra proposes that in Phase 1, the County construct the two digesters and install one of the two RDTs. The solids handling building would be designed and constructed to facilitate two dewatering units but only one is recommended in Phase 1. In Phase 2, we would recommend installing the second RDT and second dewatering unit. This would meet the performance requirements for Phase 3 as well.

### Fats, Oils, and Grease and Septage Receiving Station

A new fats, oils, and grease (FOG) and septage receiving station will be evaluated and potentially implemented during the Phase 1 construction. This unit would be similar to the unit at the Arbennie Pritchett WRF. The screened and degrittied FOG/septage will be discharged to either the headworks upstream of the flow meter or to the aerobic digesters.

### Maintenance, Administrations, Operations, and Laboratory Services Building(s)

Ardurra will hold a workshop with the County to discuss the design of a building or buildings for maintenance, administrations, operations, and laboratory services. This meeting will discuss the architectural requirements for the facility.

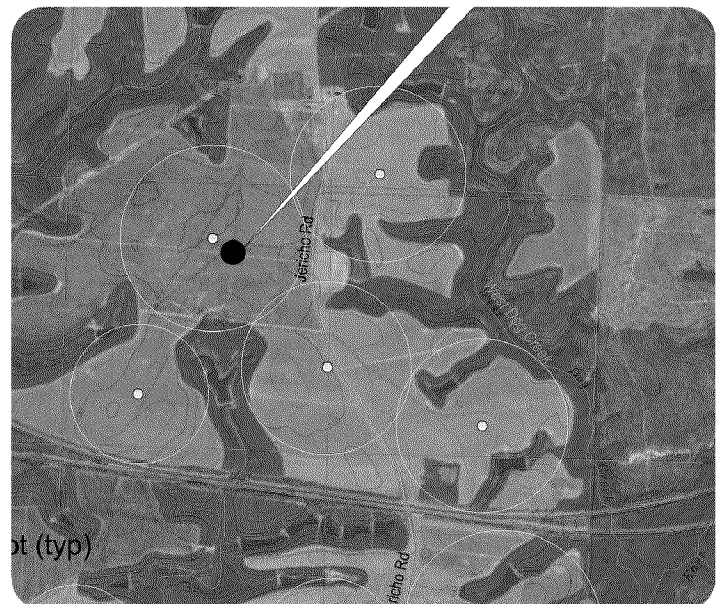
### Electrical & Instrumentation and Control

Our Design Team is experienced in developing reasonable electrical and instrumentation and control (I&C) designs for complex processes. Led by Mr. Daniel Stevenson, we have the institutional knowledge to deliver the project according OCWS intentions and to meet state and federal codes.

## Effluent Disposal Alternatives Analysis & Master Plan

Ardurra will develop an effluent disposal alternatives analysis and master plan concurrently with the development of the Design Criteria Package and conceptual design for the new WRF, described above. The Ardurra Team proposes to work with your staff to develop a Master Plan for the build-out of the new 10 mgd effluent disposal system maximizing OCWS's 165 acres property at the Shoal River Ranch that is not used for the 10 mgd WRF and that is not suitable for disposal alternatives. Obviously, Ardurra will closely coordinate the WRF conceptual design development with this task.

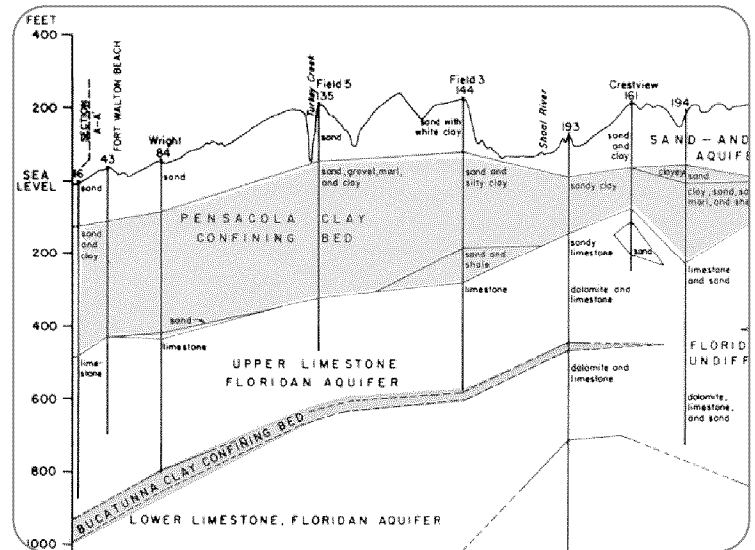
This task includes engineering to evaluate alternative concepts for disposing of effluent from the new 10 mgd WRF. The RFQ stated the County's desire to maximize the disposal capacity of the 165-acre Shoal River Ranch parcel using rapid infiltration basins (RIBs) and/or created wetlands; and to explore other options including deep well injection. The RFQ also states that the new WRF should have the capacity to produce public access reuse (PAR) water which requires effluent filtration, high-level disinfection, a chlorine residual, and either an alternative discharge or reject- and wet weather-storage. Ardurra proposes to perform this effluent disposal alternative analysis and document the feasibility of discharging AWT effluent to RIBs, created wetlands, deep well injection, shallow wells and PAR. We have teamed with Jeff Brown to assist us to investigate the hydrogeology of the soils in the on the new 165-acre WRF property and within its vicinity. Jeff has already performed soil borings on the Ranch for other interested parties and has developed a deep understanding of the soils and the hydrogeology in the area. In fact, Jeff has made multiple borings and has evaluated three well sites that are within 0.5 to 0.75 miles east of the County's WRF property. He has extensive knowledge of the soils in the vicinity of the site.



For this task, we will first perform a desktop risk/feasibility analysis to identify, document, and understand any limitations that might exist in the various disposal alternatives that would significantly limit their feasibility for implementation for this project. During this time, the proposed layout of the new 10 mgd WRF, described above, can be developed and the specific portions of the 165-acre available for effluent discharge defined. Once the effluent discharge area is defined, we will meet with the County to discuss the results of the desk top risk/feasibility analysis and better define the scope of the effluent disposal evaluation and any exploratory field evaluations.

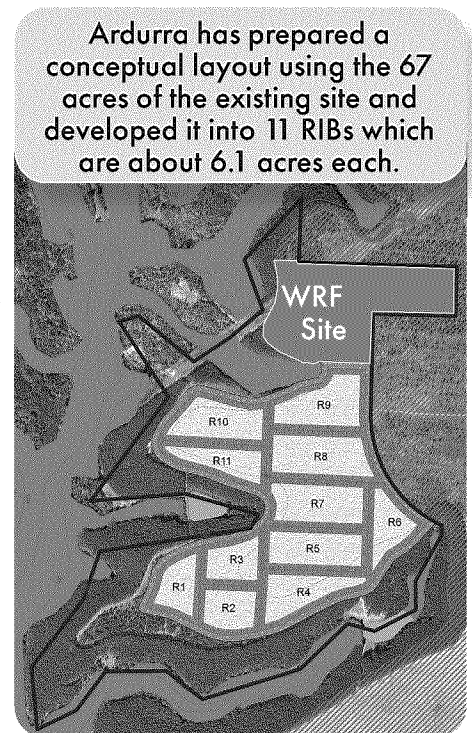
As an example, Ardurra has recently evaluated the feasibility of various surface water discharge alternatives for other utilities in north Florida, including created wetlands. We've also had several informal discussions with permitting staff at the Florida Department of Environmental Protection (FDEP) Pensacola office about such discharges in the panhandle. Recently we performed a similar evaluation for a new WRF in Clay County, Florida. Based on this investigation and our discussions with FDEP, it appears that obtaining a permit for a surface water discharge, including discharges from created wetlands, would not be a highly viable alternative. Mainly because of the prohibitions included in State Bill SB 64 (FSB CS/CS/SB 1656: Reclaimed Water) which was signed by Governor DeSantis and became law on June 29, 2021. This bill will eventually phase out most existing surface water discharges and currently prohibits new surface water discharges of treated effluent. Discharging to a created wetland that has a discharge to a surface water would be prohibited under the requirements of this bill. Further, discharging treated effluent to a zero-discharge created wetlands does not provide any additional benefit to OCWS as compared to simply discharging the high-quality effluent to a RIB.

Additionally, while deep well injection has been used to discharge industrial waste to the lower Floridan Aquifer in Escambia County, Florida, the hydrogeologic formation of the Floridan aquifer in Okaloosa County is very different than the formation in Escambia County. The Floridan aquifer in Okaloosa County is overlain by the Pensacola clay confining bed, and the Bucatunna Clay subdivides it into two limestone units. Water in the upper Floridan limestone aquifer is generally of good quality. The lower Floridan limestone aquifer is characterized as containing saline water. The Bucatunna Clay becomes thinner as you move north in Okaloosa County. Our initial concern is that the Bucatunna Clay confining layer may be too thin or not extensive enough to prevent over-pressurization of the Lower Floridan aquifer. If this occurs, the highly saline water in the Lower Floridan could be forced to escape around or through the thinner Bucatunna Clay into the Upper Floridan and contaminate it with saline water. Deep well injection may be a viable alternative and Ardurra proposes to evaluate it as part of this evaluation, but its viability may be less likely than RIBs and PAR.



Ardurra has also preliminarily evaluated the RIB Disposal alternative on the existing 165-acre property. Ardurra's proposed conceptual 10 mgd WRF design, would utilize about 32 acres of the 165-acre property. There remains about 133 acres of property available for RIB disposal. Based on Natural Resources Conservation Service (NRCS) Soils Survey for the proposed site, much of the upland areas are characterized as Lakeland sands that are described as "excessively drained" and having high Ksat values. Our initial evaluation suggests that about 66 acres of this property is either not suitable for RIB disposal, is needed for buffer areas and setbacks, or for berms and roadways. The remaining acreage available for RIB disposal, RIB bottom area, is about 67 acres.

Based on the requirements of FS 62-610.523 Design and Operation Requirements, FDEP limits the initial average annual hydraulic loading rate of RIBs to 3 inches per day or 1.9 gallons per day per square foot (gpd/ft<sup>2</sup>). This would limit the capacity of these 11 RIBs to about 5.46 mgd. Based on Jeff Brown's work in the vicinity of the property, we have a concern that there may be a clay lense that is not identified in the soils report that could impeded



the drainage in the RIBs. This will need to be investigated during the evaluation process. This initial evaluation suggests that at least 55 acres of additional property would need to be purchased to provide enough RIBs for the 10 mgd disposal, although this amount may increase if we find less than favorable site conditions exist during our initial field investigations.

Ardurra is prepared to organize and manage the field services to develop topographic surveys of the property, to perform geotechnical explorations to evaluate the potential for developing RIBs, deep/shallow well injection, or created wetlands, to identify wetland boundaries, and if necessary to establish background water quality monitoring and testing.

### Prepare Effluent Disposal 100% Design Drawings

Once we complete the Effluent Disposal Master Plan, and the County accepts it, we propose to proceed with the engineering services to develop 100 percent complete contract documents, including geotechnical exploration, 3-D civil/site drawings, and piping layouts for constructing the effluent disposal systems recommended in the plan. The same conceptual construction process utilized by OCWS for the construction of the Arbennie Pritchett WRF RIBS will be followed. We will coordinate and assist OCWS to procure the necessary equipment and materials to self-perform this work with in-house forces.

### Analyze and Prepare Shoal River Landing Lift Station and New Force Main 100% Design Drawings

As part of the requested scope of services in the RFQ, potential upgrades or modification to the existing Shoal River Landing Pump Station (SRLPS) and associated conveyance system shall be evaluated.

**As the original Design Engineers for the Shoal River Landing Pump Station, Ardurra has extensive knowledge of the station and its hydraulic conditions.**

Ardurra's approach to this program will be to perform an overall master plan of the wastewater watershed areas around Okaloosa County Industrial Air Park and Okaloosa Lane basins. We will develop a capacity analysis for current and long-term demands, including adding portions of the City of Crestview wastewater flows to determine the most feasible and practical approach to either transmit flows to the JDMWRF and/or the SRRWRF.

### Optional Conveyance Modification

<b>Option I</b>	Okaloosa Lane to Hwy 90	Upsize Existing 8-in FM to New 12-FM
<b>Option II</b>	Okaloosa Lane to SRRWRF	Upsize Existing 8-in FM on Okaloosa Ln and install New 12-FM to SRRWRF (parallel existing 12-in)
<b>Option III</b>	Okaloosa Lane to SRRWRF	Upsize Existing 8-in FM on Okaloosa Ln to 12-in and install New 16-FM to SRRWRF (parallel existing 12-in)
<b>Option IV</b>	SRLPS to SRRWRF	*New 12-in FM (parallel north I-10 ROW)

\* Option IV - New 12-in FM from SRL to SRR (parallel I-10 ROW)

**Option IV will be an estimated 4.3 miles shorter than Options II & III, resulting in a pipe material cost saving of approximately \$750,000 based on present day pricing indexes.**

The route for Option IV would potentially allow OCWS to serve wastewater and water service to the FDOT Rest Areas and avoid the railroad crossing. It requires an easement from only two parcel owners, Haiseal Timber and the Holland Ware Charitable Foundation.





## Pump Station Flow Capacity Analysis

Ardurra performed preliminary hydraulic analysis of each of the potential route options discussed above. System curves were developed to determine the increase in pumping capacity the existing station could potentially obtain without making mechanical or electrical modification.. The results of this analysis and the estimated increase in peak pumping capacity (duplex operation) are shown in the table below.

ROUTE OPTIONS	IMPACTS
Option I increase peak pumping capacity to approximately 900 GPM (30% Increase)	Limits future capacity of 12-in FM to JDMWRF
Option II increase peak pumping capacity to approximately 1000 GPM (42% Increase)	Limits future capacity of 12-in FM to SRRWRF
Option III increase peak pumping capacity to approximately 1500 GPM (114% Increase)	SRL PS capacity could be increased to 900 GPM, leaving an 600 GPM excess
Option IV increase peak pumping capacity to approximately 1600 GPM (129% Increase)	Allows for the addition of City of Crestview and JDMWRF to be conveyed through 12-in to SRR

## Prepare 100% Design Drawings for Water and Sewer Mains Along the East-Wide Corridor from Jericho Road to the New WRF

Again, Ardurra proposes to coordinate with OCWS and OCPW to evaluate the proposed roadway improvements, pipeline routes, and other associated parameters to design the new access road and utilities along the east-wide corridor from Jericho Road to the New WRF. We will coordinate and assist OCWS to procure the materials, to self-perform this work with in-house forces.

## Prepare Cost Estimates

Ardurra has performed thousands of cost estimates for projects with varying complexities and costs. This RFQ encompasses work of varying types including, heavy plant work, heavy civil work, and horizontal pipelines. We are experienced and prepared to develop accurate cost estimates the County can use to make informed decisions regarding the project components. We propose to develop 30%, 60%, and 90% cost estimates for all work assigned to us. This will enable you to make changes to the design of the projects before contracts are signed or bids are collected.

## Coordinate with Utility Companies

The Ardurra Team has a long-standing relationship with staff of the local power utilities, including Florida Power and Light (FPL), having worked for more than 20 years delivering water and wastewater projects in Okaloosa County. Our experience will support our development of accurate cost estimates.

## Permitting for All Projects

Ardurra has been permitting projects in north Florida for more than two decades, including the multi-faceted D/B project to build the Arbennie Pritchett 10 mgd WRF, 200-acre RIB system, pipelines and Shoal River Landing Pump Station. We are highly experienced in the permitting requirements in Florida. We understand that since this is a new facility, and it is being designed and constructed using the progressive D/B process and permitting will be slightly more complicated since there will not be the traditional complete set of plans and specifications available for agency review.

Should the County decide to fund the project using state or federal funds, such as State Revolving Funds (SRF), Ardurra will coordinate this workshop, and other as may be needed. Ardurra will convey the necessary information to the interested agencies that will oversee funding and execution and plan review functions. Ardurra further proposes to develop and manage the review of the Preliminary Engineering Report (PER) for the new WRF, as well as the permit application forms necessary to obtain the discharge permits for the facility.

## Coordinate Complete System Startup

Ardurra has started up numerous integrated water and wastewater projects across the United States, including the Arbennie Pritchett WRF. We have intimate knowledgeable of the requirements for starting up a new WRF. Starting this facility will be different than starting the Arbennie Pritchett WRF, since we do not have the biomass from an existing WWTP to pump to the new WRF.

## Provide Assistance with Funding

Following our alternatives analysis of the potential project solutions, or if required earlier, Ardurra will assist OCWS to prepare the necessary documentation to obtain the required funding. Our Project Team is experienced in developing applications and documentation required from funding agencies such as FDEP, SRF, ARRA, CDBG, FEMA, USDA, etc., and will assist OCWS in identifying and applying for the appropriate funding options.

# FORMS



ARDURRA



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**REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT**

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**RFQ TITLE:**  
**DESIGN CRITERIA PROFESSIONAL, OWNER'S  
REPRESENTATIVE & CONSULTING ENGINEERING  
SERVICES FOR THE SHOAL RIVER RANCH WATER  
RECLAMATION FACILITY**

**RFQ NUMBER: WS 22-22**

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<b><u>Issue Date:</u></b>	March 21, 2022 at 8:00 A.M CST
<b><u>LAST DAY FOR QUESTIONS:</u></b>	April 08, 2022 at 3:00 P.M. CST
<b><u>RFQ OPENING DATE &amp; TIME:</u></b>	April 21, 2022 at 3:00 P.M. CST

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**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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

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

COMPANY NAME Ardurra Group, Inc.

MAILING ADDRESS 1988 Lewis Turner Blvd, Unit 3

CITY, STATE, ZIP Fort Walton Beach, FL 32547

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1782900

TELEPHONE NUMBER: 850-244-5800 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: jcrews@ardurra.com

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

AUTHORIZED SIGNATURE: *Joseph G. Crews* TYPED: Joseph G. Crews, PE  
OR PRINTED NAME

TITLE: Practice Director DATE: April 20, 2022

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**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):  
DESIGN CRITERIA PROFESSIONAL, OWNER'S REPRESENTATIVE & CONSULTING  
ENGINEERING SERVICES FOR THE SHOAL RIVER RANCH WATER RECLAMATION FACILITY**

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

It is the intent of Okaloosa County, on behalf of its Water & Sewer Department (OCWS), to contract with one (1) professional engineering firm that would serve as both the Design Criteria Professional (DCP) and the Owner's Representative, and perform consulting engineering services to assist in the development and implementation of OCWS' Shoal River Ranch (WRF). It is the intent of Okaloosa County to utilize the Design/Build (D/B) Method for the proposed project.

The role of the DCP will be in accordance with FS 287.055 for the D/B of a proposed Shoal River Ranch WRF. The selected DCP scope of work will include:

1. Prepare preliminary drawings for a 10 million gallons per day (MGD) plant, to include: permanent plant with conventional treatment (preferably oxidation ditch/bardenpho process with advanced wastewater treatment), solids handling process, reclaimed water treatment facilities, and any other related infrastructure such as, but not limited to, roads, stormwater facilities, potable water infrastructure, administrative building, etc. These 10% design drawings should include locations of key infrastructure for a possible build-out of the plant, along with approximate elevations. It is essentially a long-term master plan of the plant parcel.
2. Evaluate effluent disposal alternatives analysis: preliminary engineering, geotechnical, and groundwater mounding analysis to determine the max possible disposal capacity of the 165 acres owned by the County (at the Shoal River Ranch) via rapid infiltration basins (RIBs) and/or created wetlands; and to explore other options (i.e. deep well injection).
3. Prepare effluent disposal 100% design drawings to maximize disposal capacity via RIBs (and/or created wetlands).
4. Analyze and prepare 100% design drawings for an upgrade to the Shoal River Landing Lift Station and a new force main along Okaloosa Lane, from the Shoal River Landing Lift Station to Hwy 90. Associated bid documents for equipment, for the County to potentially perform this work with in-house forces.
5. Prepare 100% design drawings for water & sewer mains along the east-wide corridor from Jericho Road to the plant.
6. Prepare cost estimates on all of the above, at key intervals, so decisions can be made by the County on capacity and what all to include in a possible design-bid procurement.
7. Coordination with utility companies (i.e. power and fiber), including obtaining cost estimates.
8. Permitting for all sub-projects.
9. Other professional services or sub-projects related to the WRF or transmitting wastewater from existing systems/projects to the WRF may be added to this scope via a written contract amendment.

At the completion of preliminary engineering tasks mentioned above, the role of the Owner's Representative will be to assist the Owner, in the overall development and management of the Shoal River Ranch WRF. Professional engineering services include but are not limited to: procuring, overseeing, and coordinating with a D/B contractor; prepare the RFQ for the D/B contractor, as well as the Request for Proposal (RFP) and the Design Criteria Package (performance specifications and preliminary engineering); evaluate Statement of Qualifications and bids;

perform engineer's cost estimates; permitting; assistance in seeking funding; grant administration; engineering services during construction; resident observation; coordinate complete system startup; construction administration; perform any miscellaneous engineering and technical service required in support of the project and specifically requested by the County. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

It is expected that the consultant's contract will be negotiated either as lump sum and/or as fixed hourly costs for all positions required to complete any of the professional services listed above. These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. The County's standard form of consulting agreement is attached and will be utilized.

The overall term of this professional engineering services contract will be for five (5) years and will be automatically renewed for additional one-year periods until final completion of the construction project. **It is expected that the Owner's Representative will oversee and manage the design and process, to have a contract executed with a D/B contractor within 12 months of the professional engineering services contract commencing.**

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

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

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

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

**Submittals** to be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so, include a copy of the certification with submittal.
3. **Registration** – List of the State of Florida licensing/registration qualifications of the consultant's personnel and business office.
4. **Past Accomplishments** - How well did the submittal demonstrate a past record of professional accomplishments related to water reclamation facility projects? (20pts)
5. **Responsiveness to Proposal** - Did the submittal comply with the requirements of the request? Were the specified protocols followed? Is the proposal clear and does it indicate an understanding of the services requested? (15pts)

6. **Firm's Qualifications** – Does the firm demonstrate a sound reputation and high level of competence? Are adequate personnel available with appropriate education and training? What is the extent of repeat business? (15pts)
- 7 **Performance Assurance** - Firm demonstrates a history and willingness to meet schedule and budget requirements; cites past water and sewer examples. What is the performance record of cost estimates versus actual costs? (15pts)
8. **Proposed Project Team** - Proposal provides adequate information regarding the qualifications and responsibilities of the assigned personnel. (10pts)
- 9 **Regulatory Experience** - Submittal demonstrates a history of wastewater permitting with FDEP. (10 pts)
10. **Outside Funding Experience** – Does the firm have experience in applying for and obtaining outside funding, preferably federal funding and the State Resolving Fund? Does the firm have experience in grant administration? (10pts)
11. **References** - Feedback from references, representative of past experience in the State of Florida similar to the services described herein. (5pts)
12. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications.

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

The Committee will evaluate all submittals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
  - a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.
  - b. Experience with projects similar in size and scope to those herein proposed. Cite past project examples, specifically the performance record of cost estimates versus actual costs. Include information on the firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, and the extent of repeat business of the firm.
  - c. Present your intended schedule for the project from start to construction completion.
  - d. Financial responsibility and solvency.

- e. Ability to observe and advise whether plans and specifications are being complied with.
  - f. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
  - g. Qualifications and responsibilities of personnel to be assigned to the program.
  - h. Extent of experience and past performance when working with FDEP in the capacity as an agent attempting to obtain permits.
  - i. Extent of experience and past performance on applying for and obtaining outside funding, preferably federal funding and the State Revolving Fund; and extent of grant administration experience.
  - j. Experience with programs similar in size and scope to those herein proposed.
2. Review of all submittals received will proceed as follows:
    - a. The Review Committee will review all written documents submitted.
    - b. The committee's ranking of prospective firms shall be based on the firm's qualifications, capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, location of the firm or individual and the overall adherence to the Request for Qualifications.
    - c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.
  3. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.
  4. At such time when an approval is granted by the Selection Committee notification will be provided to each firm in accordance with the County's Purchasing Department policy.
  5. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is prohibited (1 exception: if the contact pertains to a specific existing Contract/Task Order) when the qualifications are submitted to the County. Any questions during this period should be directed to the Purchasing Manager or their appointed representative.

**Procurement Schedule (Anticipated)**

RFQ Advertised & Posted on Website	03-21-2022
Deadline for Questions	04-08-2022 at 3:00 P.M.
RFQ Response Due Date	04-21-2022 at 3:00 P.M.
Selection Review Committee Meeting	Week of 05-02-2022
Oral Presentations/Selection Review Committee Meeting *if needed*	Week of 05-16-2022
Recommend Award to BCC via ITA	05-20-2022
Contract Negotiations	05-30-2022 –06-30-2022
Finalize/Execute Agreement	07-19-2022
Issue Notice to Proceed	07-19-2022

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 06/08/2018

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

**BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**LIMITS OF LIABILITY**

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

	<u><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

- |    |                                 |  |
|----|---------------------------------|--|
| 2. | Business Automobile             | \$1M each accident<br>(A combined single limit)  |
| 3. | Commercial General Liability    | \$1M each occurrence<br>for Bodily Injury & Property Damage<br>\$1M each occurrence Products and completed<br>operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence   |
| 5. | Professional Liability (E&O)    | \$1M each occurrence   |

## **NOTICE OF CLAIMS OR LITIGATION**

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

## **INDEMNIFICATION & HOLD HARMLESS**

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

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

## **CERTIFICATE OF INSURANCE**

- A. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- B. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- D. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.



- E. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- F. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- G. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- H. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

## **UMBRELLA INSURANCE**

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

## GENERAL CONDITIONS

### 1. PRE-QUALIFICATION ACTIVITY -

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

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

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

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

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

- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
- B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
- C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- D. Qualifications submitted by an individual shall show the respondent's name and official address.
- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.

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

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** – A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents
5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re-qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
10. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:

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

## **11. AWARD OF CONTRACT-**

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

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

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

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

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

**13. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award

or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- 14. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 15. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- 16. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 17. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- 18. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (1)(b) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 19. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 20. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

- 21. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 22. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 23. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
- 24. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 25. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 26. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 27. Indemnification & Hold Harmless** - The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



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

**28. Identical Tie Proposal** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

**29. Cone of Silence Clause** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

**30. Certificate of Good Standing for State of Florida** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

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

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. System of Award Management Form
- I. List of References
- J. Certification Regarding Lobbying
- K. Sworn Statement – Public Entity Crimes
- L. Exhibit “B” General Grant Funding Special Proposal Conditions
- M. Certificate of Good Standing for State of Florida\*see number 30 above

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 04/21/2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews, PE  
(Typed or Printed)

ADDRESS: 1988 Lewis Turner Blvd

TITLE: Practice Director

Unit 3

E-MAIL: jcrews@ardurra.com

Fort Walton Beach, FL 32547

PHONE NO.: 850-244-5800

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

YES \_\_\_\_\_

NO   x   \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME:   Ardurra Group, Inc.  

BY (PRINTED):   Joseph G. Crews, PE  

BY (SIGNATURE):   *Joseph G. Crews*  

TITLE:   Practice Director  

ADDRESS:   1988 Lewis Turner Blvd, Unit 3  

  Fort Walton Beach, FL 32547  

PHONE NO.   850-244-5800  

E-MAIL   jcrews@ardurra.com

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

=====

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

DATE: 04/21/2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews, PE  
(Typed or Printed)

ADDRESS: 1988 Lewis Turner Blvd, Unit 3  
Fort Walton Beach, FL 32547

TITLE: Practice Director

PHONE NO.: 850-244-5800

E-MAIL: jcrews@ardurra.com

**CONE OF SILENCE**

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

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

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

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

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

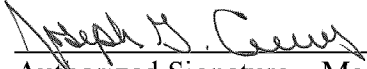
I  representing Ardurra Group, Inc.  
Signature Company Name

On this 21 day of April, 2022, hereby agree to abide by the County's "**Cone of Silence Clause**" and understand that violation of this policy shall result in disqualification of my proposal/submittal.

**INDEMNIFICATION AND HOLD HARMLESS**

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

Ardurra Group, Inc.  
Proposer's Company Name  
1988 Lewis Turner Blvd, Unit 3,  
Ft Walton Beach, FL 32547  
Physical Address  
1988 Lewis Turner Blvd, Unit 3,  
Ft Walton Beach, FL 32547  
Mailing Address  
850-244-5800  
Phone Number  
850-978-0015  
Cellular Number  
04/21/2022  
DATE

  
Joseph G. Crews, PE  
Authorized Signature – Manual  
Joseph G. Crews, PE  
Authorized Signature – Typed  
Practice Director  
Title  
850-978-0015  
FAX Number  
850-978-0015  
After-Hours Number(s)



**ACKNOWLEDGEMENT**

RFQ WS 22-22

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

**ADDENDUM NO.**

**DATE**

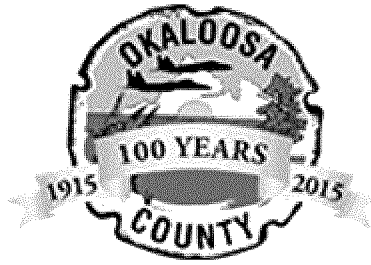
1

04/01/2022

2

04/08/2022

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



## **ADDENDUM 1**

**April 1, 2022**

**RFQ WS 22-22**

### **Design Criteria Professional Services, Owner's Representative & Consulting Engineering Services for the Shoal River Ranch Water Reclamation Facility**

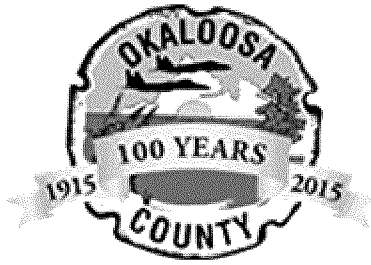
This addendum is being issued to answer questions asked from potential vendors.

1. Will questions be answered by the County as they are received? Or will answers be released on a specific date/time by the County? We will post the questions after the question deadline period has passed.
2. Are respondent firms permitted to include 11x17 in. pages in their submittals? No
3. Are we required to submit the Buy America form? A copy of this form is included in the RFQ on page 38, but it is not listed in the list of required forms on page 16. Yes, it is required to be submitted.
4. The RFQ states that the "35 page maximum includes all required forms and certification copies, but excludes the cover and table of contents". We have the following question related to this statement: Are submitting firms permitted to include divider/tab pages to clearly organize our document? If permissible, are these dividers/tabs counted towards the 35-page limit? Yes you can submit divider tabs and it will not count against your "35" page limit.
5. The RFQ states that the "35 page maximum includes all required forms and certification copies, but excludes the cover and table of contents". We have the following question related to this statement: Regarding required forms that have multiple pages (System of Award Management Form, Sworn Statement - Public Entity Crimes Form, and Exhibit "B" General Grant Funding Special Proposal Conditions Form), are respondent firms permitted to submit only the last page of these forms, which require signature? Or must we submit all pages of all required forms? Submitting all pages of all required forms would take up about 22 pages of the 35 page limit, leaving approximately 13 pages to respond to the evaluation criteria for qualifications. For example, the required form Exhibit "B" General Grant Funding Special Proposal Conditions is 8 pages in length. Certification copies are also included in the 35 page limit, which further reduces the

number of pages to respond to the criteria for qualifications. The page count has been amended to “exclude all required forms from the 35 page limit”.

6. Does OCWS intend for the submitting firms to respond to Responsiveness of Proposal section? Or is this simply for grading purposes? Information purposes only.
7. The submittal format requires a References section, may we include the List of References form here? Yes May we include OCWS as a reference? No.

The RFQ opening and time remains April 21 at 3:00 P.M. CST.



## **ADDENDUM 2**

**April 8, 2022**

**RFP WS 22-22**

### **Design Criteria Professional Services, Owner's Representative & Consulting Engineering Services for the Shoal River Ranch Water Reclamation Facility**

This addendum is being issued to answer questions asked from potential vendors.

1. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. Following the words "All insurance" we request that the following words be inserted: "(with the exception of Professional Liability and Workers Compensation insurance)". Reason: Other parties cannot be covered under our professional liability and workers compensation insurance. We request that the words "all entities named" be deleted and the words "The Board of County Commissioners of Okaloosa County, Florida" be inserted instead. No Changes- Per Section 5.2 (Contractor indemnification & Claims)
2. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance. We request that the words "Where applicable" be deleted and the words "With the exception of professional liability and workers compensation insurance" be inserted instead. Approve to delete "Where applicable" but the Waiver of subrogation is required on the professional liability and workers compensation insurance
3. On Page 39 of 60 – Section 1, Paragraph 1.2 – Basic Services: The services to be performed under this AGREEMENT are described in further detail in Exhibit A - Scope of Services, attached to this AGREEMENT, and incorporated by reference. We request that the words "The services" be deleted and the words "The professional services" be inserted instead. We approve this change.
4. On Page 41 of 60 – Section 5, Paragraph 5.4 Indemnification: CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28. Florida Statutes, as amended from

time to time. We request that the word “Professional” be inserted before the words “Services performed”.  
We approve this Change

5. On Page 43 of 60 – Section 12, Paragraph 12.1 CONSULTANT’s Coverage: Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. We request that following the words “including coverage for contractual liability” the following words be added “except for the professional liability policy”. Reason: Contractual liability coverage is included in general liability policies, but Contractual Liability is specifically excluded from all professional liability policies. We approve this change.

The RFQ opening and time remains April 21 at 3:00 P.M. CST.

**COMPANY DATA**

Respondent's Company Name: Ardurra Group, Inc.

Physical Address & Phone #: 1988 Lewis Turner Blvd, Unit 3  
Fort Walton Beach, FL 32547  
850-244-5800

Contact Person (Typed-Printed): Joseph G. Crews, PE, Practice Director

Phone #: 850-244-5800

Cell #: 850-978-0015

Email: jcrews@ardurra.com

Federal ID or SS #: 59-1782900

Respondent's License #: FL COA #2610

DUNS#: 09-298-1521

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: 850-978-0015

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.



(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: Ardurra Group, Inc.

Entity Address: 1988 Lewis Turner Blvd, Unit 3, Ft. Walton Beach, FL 32547

Duns Number: 09-298-1521

CAGE Code: 5PTY7

## LIST OF REFERENCES

1. Owner's Name and Address: Emerald Coast Utility Authority  
9255 Sturdevant St, Pensacola, FL 32514  
Stacy Hayden,  
Contract Person: Director of Engineering Telephone # ( 850 ) 969-6648  
Email: stacy.hayden@ecua.fl.gov
  
2. Owner's Name and Address: JEA  
21 W Church Street, Jacksonville, FL 32202  
Katie Templeton, PE,  
Contract Person: Water Wastewater Engineer Telephone # ( 904 ) 665-8784  
Email: tempkl@jea.com
  
3. Owner's Name and Address: Marion County Utility Department  
11800 US-441, Belleview, FL 34420  
Jody Kirkman, PE,  
Contract Person: Env Services Director Telephone # ( 352 ) 307-4625  
Email: jody.kirkman@marioncountyfl.org
  
4. Owner's Name and Address: Clay County Utility Authority  
3176 Old Jennings Rd, Middleburg, FL 32068  
Paul Steinbrecher,  
Contract Person: Chief Engineer Telephone # ( 904 ) 213-2408  
Email: psteinbrecher@clayutility.org
  
5. Owner's Name and Address: Hillsborough County  
601 E. Kennedy Blvd., 22nd Floor, Tampa, FL 33602  
Brad Warholak, PE,  
Contract Person: CIP Engineer Telephone # ( 813 ) 209-3051  
Email: warholakb@HCFLGov.net

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* )]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Joseph G. Crews Signature of Contractor's Authorized Official

Joseph G. Crews, PE, Practice Director Name and Title of Contractor's Authorized Official

04/21/2022 Date

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

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

1. This sworn statement is submitted for Okaloosa County, FL

2. This sworn statement is submitted by Ardurra Group, Inc.

Whose business address is: 1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL 32547

and (if applicable) its Federal Employer Identification Number (FEIN) is. 59-1782900

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

3. My name is Joseph G. Crews and my relationship to the entity named above is Practice Director

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

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

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

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the



## EXHIBIT B

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

### FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *ITB WS 07-22*<sup>1</sup>

This *ITB WS 07-22* 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. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant name *American Rescue Plan Act* which have been provided to *Proposer*, 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/Contract*] as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *Proposer's* proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the [*Contract/Procurement*], the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1100-690, Title V, Subtitle D). Requirement: to the extent applicable, [*proposer/consultant/contractor*] must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The [*proposer/consultant/contractor*] 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

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

41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The [*proposer/consultant/contractor*] has an unfair competitive advantage.

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

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

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

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for



purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

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

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).**

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	<i>INSERT GOALS FOR EACH YEAR</i>	<i>INSERT GOALS FOR EACH YEAR.</i>

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUBCONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS (INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

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

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

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

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

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

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

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

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

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

certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)):** Applicability: Applies to purchases of iron, steel, manufactured products and

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

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2**

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

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

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

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

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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

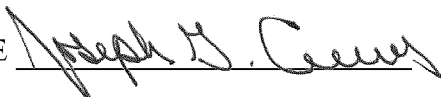
**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor,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

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The SouthEast Water Practice Director [Joseph G. Crews ] on behalf of Ardurra Group, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 04/21/2022

SIGNATURE 

COMPANY Ardurra Group, Inc.

NAME: Joseph G. Crews, PE

ADDRESS: 1988 Lewis Turner Blvd, Unit 3  
Fort Walton Beach, FL 32547

TITLE: Practice Director

EMAIL: jcrews@ardurra.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: 04/21/2022

SIGNATURE: Joseph G. Crews

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews, PE

TITLE: Practice Director

**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: \_\_\_\_\_



# *State of Florida*

## *Department of State*

I certify from the records of this office that ARDURRA GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 19, 1977.

The document number of this corporation is 555540.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 27, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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



*Randy R. Lee*  
*Secretary of State*

Tracking Number: 5760683584CC

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

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

[www.ardurra.com](http://www.ardurra.com)

Collaborate. Innovate. Create.



 Joey Crews, PE

 850.978.0015

 [jcrews@ardurra.com](mailto:jcrews@ardurra.com)

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

## **American Rescue Plan Contract Clauses**

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

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

### **PUBLICATIONS**

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

### **Increasing Seat Belt Use in the United States**

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

**Reducing Text Messaging While Driving**

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

The Southeast Water Practice Director (Joseph G. Crews) on behalf of Ardurra Group, Inc. the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: July 12, 2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews

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

TITLE: Southeast Water Practice Director

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

## Standard Contract Clauses

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

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

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 *et seq.* and/or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same



force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

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

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

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

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

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

## Grant Funded Clauses

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

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

This *solicitation* is 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. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

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

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial

assistance or advice; ii. A *proposer*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

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

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

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

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of

Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

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

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

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

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

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

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

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

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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

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

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The Southeast Water Practice Director, (Joseph G. Crews) on behalf of Ardurra Group, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: July 12, 2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews

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

TITLE: Southeast Water Practice Director

E-MAIL: jcrews@ardurra.com

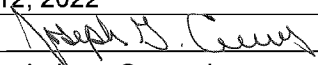
PHONE NO.: 850-978-0015

## Buy America Certificates

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

### Certificate of Compliance with Buy America Requirements

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

DATE: July 12, 2022  
SIGNATURE:   
COMPANY: Ardurra Group, Inc.  
NAME: Joseph G. Crews  
TITLE: Southeast Water Practice Director

### 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: \_\_\_\_\_