

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/03/2021

Contract/Lease Control #: C21-3049-WS

Procurement#: RFQ WS 74-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: ARDURRA GROUP, INC., A PARENT COMPANY OF  
CONSTANTINE ENGINEERING, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/02/2021

Expiration Date: 03/01/2024 W/AUTO RENEWALS

Description of: ARBENNIE PRITCHETT SOLIDS HANDLING EXPANSION

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: RFQ 74-20 Tracking Number: 4187-21  
Procurement/Contractor/Lessee Name: Constontre Eng Grant Funded: YES \_\_\_ NO X  
Purpose: Design Contra Professional Serv! Eng Service  
Date/Term: 3 yrs w/ Renewal 1.  GREATER THAN \$100,000  
Department #: 4125 2.  GREATER THAN \$50,000  
Account #: 563542 3.  \$50,000 OR LESS  
Amount: \$7.25 million  
Department: EOS Dept. Monitor Name: Citibell

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 12-19-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**

Approved as written: see email attached Date: 12-18-2020  
\_\_\_\_\_ Lisa Price  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 12-21-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Approved as written: [Signature] Date: 12-15-2020

**IT Review (if applicable)**

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

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Saturday, December 19, 2020 3:16 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: 74-20 Constantine Draft Contract

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**

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

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, December 18, 2020 9:35 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** 74-20 Constantine Draft Contract

Good morning,

Please review and approve the attached contract.

Thank you,

DeRita Mason



DeRita Mason, CPPB  
Senior Contracts and Lease Coordinator

## DeRita Mason

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**From:** Lisa Price  
**Sent:** Friday, December 18, 2020 9:04 AM  
**To:** DeRita Mason  
**Subject:** RE: 74-20 Constantine Draft Contract

This is approved for insurance purposes.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and th blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*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  
**Sent:** Friday, December 18, 2020 8:35 AM  
**To:** 'Parsons, Kerry'  
**Cc:** Lynn Hoshihara ; Lisa Price  
**Subject:** 74-20 Constantine Draft Contract

Good morning,

Please review and approve the attached contract.

Thank you,

DeRita Mason



# Board of County Commissioners Purchasing Department

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State of Florida

Date: November 6, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF AWARD  
RFQ WS 74-20

Design Criteria Professional, Owner's Representative & Consulting Engineering Services for the APWRF Solids Handling Expansion

Okaloosa County would like to thank all businesses which submitted responses to Design Criteria Professional, Owner's Representative & Consulting Engineering Services for the APWRF Solids Handling Expansion. (RFQ WS 74-20)

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

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

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



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 10/24/2020 from 8:00 AM to 4:00 PM.

### Search Results

#### Quick Search Results

Total records: 1

Save PDF Export Results Print

Result Page: 1

Sort by Relevance Order by Descending

Your search returned the following results...

Entity	<b>Constantine Engineering, Inc.</b>	Status: <b>Active</b>
DUNS: <b>826915980</b>	CAGE Code: <b>62P90</b>	<a href="#">View Details</a>
Has Active Exclusion?: <b>No</b>	DoDAAC:	
Expiration Date: <b>07/27/2021</b>	Debt Subject to Offset?: <b>No</b>	
Purpose of Registration: <b>All Awards</b>		

Save PDF Export Results Print

Result Page: 1



1681-P-20-0094-031  
WWW.GSA.GOV

- Search Records
- Data Access
- Check Status
- About
- Help
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- Privacy Policy
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- ESPDS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov



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

## Detail by FEI/EIN Number

Foreign Limited Liability Company  
CONSTANTINE ENGINEERING, LLC

### Filing Information

**Document Number** M20000008739  
**FEI/EIN Number** 26-1308592  
**Date Filed** 09/28/2020  
**State** DE  
**Status** ACTIVE

### Principal Address

4921 MEMORIAL HIGHWAY, SUITE 300  
TAMPA, FL 33634

### Mailing Address

4921 MEMORIAL HIGHWAY, SUITE 300  
TAMPA, FL 33634

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title AP

AGUILAR, ERNESTO  
4921 MEMORIAL HWY, STE 300  
TAMPA, FL 33634

Title CEO/P

AGUILAR, ERNESTO  
4921 MEMORIAL HWY, STE 300  
TAMPA, FL 33634

Title AP

CAHILL, CATHERINE



ARDURRA-01

NGONZALEZ

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/5/2021

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

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


<b>PRODUCER</b> Ames & Gough 9300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
<b>INSURED</b> Constantine Engineering, LLC Constantine Engineering, Inc. 1988 Lewis Turner Blvd., Unit 3 Fort Walton Beach, FL 32547	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Valley Forge Insurance Company A(XV)		<b>20508</b>
	<b>INSURER B:</b> National Fire Insurance Company of Hartford A(XV)		<b>20478</b>
	<b>INSURER C:</b> Continental Insurance Company A(XV)		<b>35289</b>
	<b>INSURER D:</b> Berkshire Hathaway Specialty Insurance Company		<b>22276</b>
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6075640222	1/1/2021	1/1/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6075640236	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			6075640270	1/1/2021	1/1/2022	EACH OCCURRENCE \$ <b>15,000,000</b> AGGREGATE \$ <b>15,000,000</b> \$
<b>C</b>	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A if yes, describe under DESCRIPTION OF OPERATIONS below			6075640267	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Professional Liab.</b>			47-EPP-306878-03	1/1/2021	1/1/2022	<b>Per Claim/Aggregate</b> \$ <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Okaloosa County is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview, FL 32536-0000	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**AGREEMENT FOR CONSULTING SERVICES  
(Owner's Representative and Design Criteria Professional Services for the Arbennie  
Pritchett Solids Handling Expansion)**

This Agreement made on March 2, 2021 between Board of County Commissioners, Okaloosa County, FL [CLIENT], whose address is 1250 N. Eglin Parkway, Shalimar, Florida, 32579, and Ardurra Group, Inc, parent company of Constantine Engineering, LLC, [CONSULTANT], a Delaware Corporation having a Florida office located at 1988 Lewis Turner Blvd., Unit 3, Fort Walton Beach, Florida, 32547.

**RECITALS**

WHEREAS, CLIENT will require the services of qualified firms to perform certain professional and technical services as the Owner's Representative and Design Criteria Professional Services for CLIENT's Arbennie Pritchett Solids Handling Expansion Project (PROJECT), as determined by the CLIENT; and

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

WHEREAS, the CONSULTANT has the expertise and has thorough knowledge of such services, and has presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to CLIENT dated October 20, 2020 in response to RFQ #WS 74-20.

NOW, THEREFORE, in consideration of the mutual promises herein, CLIENT 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.

**1.2. Basic Services.** The services to be performed under this AGREEMENT described in Exhibit A- Scope of Services, attached to this AGREEMENT. In general the following services the CONSULTANT agrees to provide include:

*Professional services required to complete the PROJECT including, but not limited to: engineering studies; surveys; engineering design; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits (fees to be provided by County); construction inspections; construction management; contract administration; project completion certifications and as-builts as may be required; design-build services; subsurface utility engineering; presentations to the Board of County Commissioners and the general public.*

**1.3. Term of Agreement.** This AGREEMENT will become effective upon completion of signatures by both parties and will be for a three (3) year period. It

may automatically be renewed for additional one-year periods until final completion of the Design/Build construction project.

## **SECTION 2. ADDITIONAL SERVICES**

**SECTION 3.** 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 authorization by both parties.

## **SECTION 4. OBLIGATIONS OF CLIENT**

**4.1. CLIENT Responsibilities.** It is agreed that certain obligations shall be performed or furnished by CLIENT. These obligations include:

- 4.1.1.** Designating a representative who shall have authority to transmit instructions, receive information and enunciate CLIENT's policies and decisions; CLIENT's representative shall be identified in the AGREEMENT.
- 4.1.2.** Arranging for and holding promptly any required meetings.
- 4.1.3.** Providing access to and obtaining permission for the CONSULTANT to enter upon public and/or private lands as required for CONSULTANT to perform surveys, observations, or other necessary functions. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.
- 4.1.4.** Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.
- 4.1.5.** Responding 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.
- 4.1.6.** Giving prompt written notice to the CONSULTANT whenever CLIENT becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

## **4.2. Contractor Indemnification and Claims.**

- 4.2.1.** CLIENT agrees to include the provisions of Section 11.17 of this AGREEMENT in all construction contracts with contractors.
- 4.2.2.** CLIENT agrees to include provisions providing contractor indemnification of CLIENT and CONSULTANT for other contractor's negligence.
- 4.2.3.** CLIENT shall require construction contractor(s) to name CLIENT and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 4.2.4.** CLIENT agrees to include the following clause in all contracts with equipment or materials suppliers:

*“Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CONSULTANT, CONSULTANT's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CONSULTANT services performed. CLIENT will be the only beneficiary of any undertaking by CONSULTANT.”*

**4.2.5. Changes.** CLIENT 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 to the AGREEMENT.

## **SECTION 5. TIME SCHEDULE**

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

**5.2. 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 CLIENT and shall be completed in accordance with a schedule set forth in the authorization.

## **SECTION 6. AMOUNT AND METHOD OF PAYMENT**

**6.1. 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. CONSULTANT will submit invoices to CLIENT each month covering services completed to date and for those deliverables being completed and submitted. In addition, invoices shall include as applicable, materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a monthly progress report with each invoice. Within 15 days of receipt of the invoice, CLIENT 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 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 CLIENT. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the CLIENT. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the CLIENT for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required. Progress reports...

**6.2. Compensation.** The Compensation method for the various work task 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) task or rate based for Time and Material (T&M) task. T&M task 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. Rates are not subject to change for the original term of this AGREEMENT. Rates are subject to change for any Amendments to this AGREEMENT. Reimbursement for Direct Expenses is also included in Exhibit B.

**6.2.1.** Direct Expenses are those necessary costs and charges incurred for the Project as described in the 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. Travel expenses may only be approved/reimbursed by the CLIENT 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 Amendment of this AGREEMENT.

**6.2.2.** Rates to be utilized for the duration of this contract 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.

**6.3. Payment by CLIENT.** CLIENT will process payment to the CONSULTANT within 30 days after receipt of CONSULTANT's invoice.

**6.3.1. Delay in Payment.** If CLIENT fails to pay CONSULTANT for any undisputed billing within 30 calendar days after receipt of any invoice, CONSULTANT will be entitled to any or all of the following: **Suspension of Work.** If CLIENT fails to make payment in full within 45 calendar days of the date due for any undisputed billing, CONSULTANT may, after giving 7 calendar days' written notice to CLIENT, suspend Services under this AGREEMENT until paid in full. CONSULTANT shall be entitled to an adjustment in compensation and the work schedule for the affected Work Task pursuant to Section 8.

## **SECTION 7. CHANGES**

**7.1. Written Authorization.** CLIENT 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.

**7.2. Equitable Adjustment.** Upon receipt by the CONSULTANT of the CLIENT's notification of a contemplated change, the CONSULTANT shall (1) if requested by the CLIENT, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CLIENT of any estimated change in the

completion date, and (3) advise the CLIENT in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in writing accordingly.

## **SECTION 8. DISPUTES**

**8.1. Dispute Resolution.** If a dispute or complaint [Dispute] arises concerning this AGREEMENT, CONSULTANT and CLIENT will use their best efforts to negotiate a resolution of the Dispute, including the use of alternative dispute resolution options.

## **SECTION 9. DELAY OR SUSPENSION OF WORK**

**9.1. Convenience of CLIENT.** CLIENT may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as CLIENT may determine to be appropriate for the convenience of CLIENT.

**9.2. 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 CLIENT, 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 CLIENT, the CLIENT, or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT, then CONSULTANT's compensation and the work schedule shall be equitably adjusted in writing. In the event delays are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

## **SECTION 10. TERMINATION OF AGREEMENT**

**10.1. Written Notice.** This AGREEMENT may be terminated for convenience with 30 calendar days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.

**10.2. Adjustment for Services Performed.** In the event that this AGREEMENT is terminated by either CLIENT or the CONSULTANT, 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.

## **SECTION 11. INSURANCE**

**11.1. 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 CLIENT in a form acceptable to CLIENT. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.

**11.2. Additional Insured.** The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the CLIENT as an Additional Insured.

**11.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that 30 days prior to cancellation or material change in the policies, notice of same shall be given to CLIENT by certified mail, return receipt requested, for all policies so affected.

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

**11.4.1. 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.

**11.4.2. 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

**11.4.3. 10.4.3 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

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

## **SECTION 12. GENERAL PROVISIONS**

- 12.1. Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the CLIENT, 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.
- 12.2. Successors.** This AGREEMENT is binding on the successors and assigns of CLIENT and CONSULTANT. The AGREEMENT may not be assigned in whole or in part to any third parties without the written consent of both CLIENT and CONSULTANT.
- 12.3. Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of CLIENT and CONSULTANT shall be solely responsible for withholding of all taxes, social security and insurance payments for its employees or agents.
- 12.4. Interpretation.** Interpretation and enforcement of this AGREEMENT shall be in accordance with the laws of the State of Florida.
- 12.5. 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 at the address given on the last page of this AGREEMENT. An address may only be changed by written notice.
- 12.6. Entire Agreement.** This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between CLIENT and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by CLIENT and CONSULTANT.
- 12.7. 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.
- 12.8. Covenants.**
- 12.8.1.** 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 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 CLIENT. 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.

**12.8.2.** 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.

**12.9. 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 CLIENT, which consent may be withheld at CLIENT'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 CLIENT, nor shall CLIENT have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

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

**12.10.1.** 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; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) CLIENT 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 CLIENT, 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 CLIENT, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.



**12.11. 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 CLIENT's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.

**12.12. General CONSULTANT Obligations.** In addition to the specific scope(s) of service required under Exhibit A, CONSULTANT shall be responsible for the following:

**12.12.1.** 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 CLIENT and interpret and define CONSULTANT's policies, specifications, and reports.

**12.12.2.** 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 two 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 CLIENT, be automatically extended during the course of any administrative or judicial action involving the CLIENT regarding matters to which the records are relevant.

**12.13. No Third Party Beneficiary Rights.** Nothing in this AGREEMENT shall be interpreted or construed to give any rights or benefits to anyone other than the CONSULTANT, and CLIENT. Therefore, there are no third party beneficiaries of this AGREEMENT.

**12.14. 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: (a) Scope of Services- Exhibit A work task subject to the conflict, (b) this AGREEMENT, and (c) the Contract's terms and provisions.

**12.15. Publicity.** CONSULTANT shall not disclose the CLIENT'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 CLIENT.

**12.16. Public Records.** The CONSULTANT shall comply with all of the provisions of section 119.0701, Florida Statutes relating to public records which requires, among other things, that the CONSULTANT: (1) Keep and maintain public records; (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.**

**12.17. Representatives.**

**12.17.1.** The authorized representatives of the CLIENT shall be:

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

**12.17.2.** The authorized representative for CONSULTANT shall be:

Name: Joey Crews,  
Title: SE Water Practice Director  
Company: Ardurra Group, Inc. a parent company of  
Constantine Engineering, LLC.  
Address: 1988 Lewis Turner Blvd., Unit 3  
Fort Walton Beach, FL 32547  
  
Telephone: 850.244.5800  
Facsimile: 850.862.5808  
E-Mail: jcrews@tcgeng.com

**12.18. CONSULTANT's Personnel at Construction Site.**

**12.18.1.** 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 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.

**12.18.2.** CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**SECTION 13.** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT 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. **SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE**

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

**13.1.2. 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. CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor if CLIENT requires greater assurance as to any element of cost, feasibility, or schedule.

**13.1.3. Advertisements, Permits, and Access.** Unless otherwise agreed to in Exhibit A-Scope of Services, CLIENT 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.

**13.1.4. 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 CLIENT's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

**13.1.5. 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 CLIENT. All such services required or requested of CONSULTANT by CLIENT, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed as mutually agreed, and payment for such services will be in accordance with a separate Amendment to this AGREEMENT. That, CLIENT will pay CONSULTANT for labor and expenses incurred in satisfying the requirements and assisting in any audit required by CLIENT, the United States Environmental Protection Agency, and Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives unless the necessity of the audit is caused by CONSULTANT's negligence. The basis of payment will be defined in an Amendment to this AGREEMENT.

#### **SECTION 14. ATTACHMENTS, SCHEDULES, AND SIGNATURES**

**14.1.** This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attachments included are:

**14.1.1.** Exhibit A— Scope of Basic Services for Owner's Representative and Design Criteria Professional Services for the Arbennie Pritchett WRF Expansion Design Build Project

**14.1.2.** Exhibit B –Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Owner's Representative and Design Criteria Professional Services for the Arbennie Pritchett WRF Expansion Design Build Project to OCWS.

Execution Authority. This AGREEMENT is a valid and authorized undertaking of CLIENT and CONSULTANT. The representatives of CLIENT and CONSULTANT who have signed below have been authorized to do so.

\*This part of the page left blank intentionally\*

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

**CLIENT**  
**Okaloosa County Water and Sewer Department**

**CONSULTANT**  
**Ardurra Group, Inc., a parent company of Constantine Engineering, LLC.**

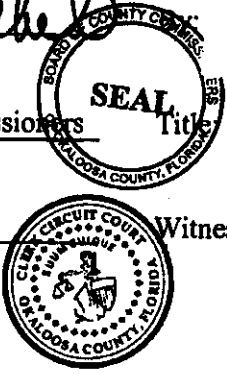
By: *Carolyn N. Ketchel*  
Carolyn N. Ketchel  
Chairman

*Joseph G. Crews*  
Joseph G. Crews, PE

Title: Board of County Commissioners

Practice Director

Witness: *[Signature]*  
JD Peacock II, Clerk



Witness: *[Signature]*

**Address for Giving Notice:**  
1804 Lewis Turner Boulevard  
Fort Walton Beach, FL 32547

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

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

## **Exhibit A— Scope of Basic Services for Owner's Representative and Design Criteria Professional Services for the Arbennie Pritchett WRF Solids Handling Expansion Design Build Project**

### **Article A. Purpose:**

The purpose of this Exhibit is to define the Scope of Basic Services that CONSULTANT (Ardurra Group, Inc. parent company of Constantine Engineering, Inc.) shall provide for the Owner's Representative and Design Criteria Professional Services for the Arbennie Pritchett Water Reclamation Facility (WRF) Solids Handling Expansion Project (PROJECT) for the Okaloosa County Water and Sewer Department (CLIENT). The activities that are included are described in "Article B. Scope of Services."

### **Article B. Scope of Services:**

The CONSULTANT agrees to furnish general professional engineering and technical services for the Work applicable to serve as the Owner's Representative and Design Criteria Professional for the Arbennie Pritchett Water Reclamation Facility (WRF) Solids Handling Expansion Design Build Project (PROJECT), as requested by the CLIENT's representative. The services that the CONSULTANT agrees to furnish as part of this AGREEMENT include, but are not limited to engineering and technical services to perform the following:

1. Develop a request for qualifications (RFQ) for the CLIENT to issue to interested Design/Build (D/B) Teams to solicit statements of qualification (SOQs); develop a request for proposals (RFP) to issue to the short-listed D/B Teams; solicit D/B Proposals; develop PROJECT cost estimates; negotiate final D/B Team Contract.
2. Serve as the Design Criteria Professional for the development of the Project Design Criteria Package (DCP) for the PROJECT in accordance with Florida State Statutes. Perform engineering design services to develop the DCP, Preliminary Design Report (PDR) and FDEP permit applications. Perform necessary groundwater modeling and mounding analysis, survey, and geotechnical services in support of the PROJECT.
3. Perform services during construction (SDC) and resident observation (RO) services. Develop and manage an Owner Purchased Equipment (OPE) program to track and manage equipment and material purchases by the D/B Team to maximize tax savings to the CLIENT.
4. Provide agency coordination and public involvement as authorized by the CLIENT.
5. Oversee complete system startup, DCP compliance and contract closeout requirements and with the selected D/B Team, consultants, equipment suppliers, utilities, and regulatory agencies.
6. Oversee and verify the completion of PROJECT equipment and process operation and maintenance (O&M) manuals, final submittals, project photographs, design documentation and other necessary information and data.

7. Perform miscellaneous engineering and technical services in support of the PROJECT as authorized by the CLIENT.
8. Provide electrical engineering and WRF supervisory control and data acquisition (SCADA) design and plant control and monitoring system (PCMS) programming services for PROJECT, including development of primary and secondary (redundant) virtual systems for CLIENT's wastewater treatment facilities.

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

## **Work Task 1. Design/Build Team Procurement Management**

CONSULTANT shall coordinate and manage the work associated with the Design/Build Procurement Process. This includes development of the request for qualifications (RFQ), assisting CLIENT to review 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, CONSULTANT shall perform the following services:

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

- 1.1.1 CONSULTANT shall coordinate its activities with the CLIENT.
- 1.1.2 CONSULTANT shall develop an RFQ Package and a notice that will be published to solicit, SOQs from interested D/B Teams.
- 1.1.3 The RFQ will explain the nature of the project and enable the short-listing of qualified firms and shall be based on the RFQ used to solicit D/B Teams for the original 2007 Arbennie Pritchett WRF D/B Project.
- 1.1.4 The RFQ development will occur simultaneously with the DCP development process
- 1.1.5 As in the previous RFQ, the basis of D/B Team qualification will be a set of pass or fail criteria. These criteria will address the legal structure of the team experience with jobs of similar 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 CLIENT with a process that will ensure qualified D/B Teams and a defensible screening process to select teams for the short-list.

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

- 1.2.1 CONSULTANT shall coordinate its activities with the CLIENT.
- 1.2.2 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.
- 1.2.3 CONSULTANT shall manage the development of a Pre-qualification solicitation package advertisement to notify interested D/B Teams of the project.
- 1.2.4 CONSULTANT shall manage workshops and meetings with CLIENT, and regulatory staff, as needed, to review the pre-qualification process.
- 1.2.5 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.

- 1.2.6 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.
- 1.2.7 CONSULTANT shall perform evaluations of the D/B Team's net worth, liquidity and equity, profitability, and other financial qualifications.
- 1.2.8 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 OCWS Staff in the overall selection process. The following proposal evaluation criteria may include:
  - 1.2.8.1 The respondent's prior experience on similar projects.
  - 1.2.8.2 The respondent's management capability, availability, and financial resources.
  - 1.2.8.3 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:
    - 1.2.8.3.1.1 Phone interviews of references and discussions with the owners of the reference facilities about the proposer's services.
- 1.2.9 CONSULTANT shall prepare a draft SOQ evaluation report that summarizes the results of the RFQ evaluation process and activities. Based on the evaluation of the SOQs, the CONSULTANT will hold a meeting with the OCWS Staff to review the evaluation report. Following the selection of the short-listed firms, CONSULTANT shall contact the short-listed D/B Teams, as well as those D/B Teams not selected. Following this meeting with OCWS Staff, CONSULTANT shall finalize the SOQ evaluation report, to serve as final documentation of the pass/fail results, the short-list process, the analysis of the SOQs, and a listing of the final short-listed D/B Teams.

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

- 1.3.1 CONSULTANT shall coordinate its activities with the CLIENT.
- 1.3.2 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 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.
- 1.3.3 CONSULTANT shall manage the development of an RFP to solicit Proposals from short-listed D/B Teams. The RFP shall use, as the basis for its development, the information and data contained in the previous Arbennie Pritchett WRF D/B RFPs. At a minimum, the RFP shall contain the following:
  - 1.3.3.1 Items required by State of Florida Statute 287.055., Consultant's Competitive Negotiation Act (CCNA).
  - 1.3.3.2 The time and place responses are due.
  - 1.3.3.3 Minimum requirements and any limitations that apply to the selection of D/B Teams.
  - 1.3.3.4 Terms and provisions to be included in the service agreement.



- 1.3.3.5 A description of the process to be used to evaluate proposals including the evaluation factors and their relative weight.
- 1.3.4 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.
- 1.3.5 CONSULTANT in conjunction with the OCWS 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 CLIENT and clarify PROJECT goals prior to submittal of their proposal. Such meetings will be clearly defined in the RFP prior to advertisement.
- 1.3.6 Upon receipt of the proposals, CONSULTANT shall prepare an initial evaluation report based on the evaluation criteria established for the project. This will assist the CLIENT's selection team in the overall selection process. The following proposal evaluation criteria may include:
  - 1.3.6.1 The respondent's prior experience on similar projects.
  - 1.3.6.2 The respondent's management capability, availability, and financial resources.
  - 1.3.6.3 Nature of design proposed, system reliability, performance standards for the facility.
  - 1.3.6.4 Project performance warranties, liquidated damages, and other enforcement provisions.
  - 1.3.6.5 Environmental protection measures to be used.
  - 1.3.6.6 Allocation of project risks.
  - 1.3.6.7 The proposed selection process would allow the CLIENT to use a combination of qualification and other criteria in the selection process and to use cost in negotiating an agreement.
  - 1.3.6.8 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 as well as establishing allocation of project risks.
- 1.3.7 CONSULTANT shall perform due diligence investigations on certain reference facilities and references that are included within proposals. This effort will be used to verify the information contained in the proposals and to verify the applicability of the reference facilities to those that were included in the proposals. Due diligence investigations may consist of:
  - 1.3.7.1 Phone interviews of references and discussions with the owners of the reference facilities about the proposer's services.
  - 1.3.7.2 Discussions with representatives from appropriate regulatory agencies to confirm the facility's compliance with permit conditions.
  - 1.3.7.3 Review of applicable local and state regulatory requirements, including investigations of prior violations of federal, state, and local regulations.
  - 1.3.7.4 CONSULTANT shall coordinate with the CLIENT 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.

- 1.3.8 CONSULTANT shall review and screen the proposals for completeness and determine if the proposal meets the minimum requirements set forth in the DCP. CONSULTANT shall prepare a list of clarification questions for each proposal.
- 1.3.9 Based on the evaluation of the proposals, the CONSULTANT will hold a meeting with the CLIENT to identify the recommended D/B Team. The CONSULTANT will present the findings in a recommendation report.
- 1.3.10 Based upon the evaluation of the best and final proposals, the CLIENT shall select a preferred D/B Team to begin negotiating a final contract. Following approval of this selection by the governing board, CLIENT and CONSULTANT shall open the cost proposals and begin to evaluate the proposed PROJECT costs.

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

- 1.4.1 Based upon the evaluation of the best and final proposals as described in earlier Work Tasks, the CLIENT shall select a preferred D/B Team to begin negotiating a final contract. CONSULTANT shall coordinate with the CLIENT during these negotiations to provide relevant information and data, to offer opinions on technical and contractual issues, and to evaluate the costs of any changes. If the negotiation is not successful and the CLIENT begins negotiations with any other selected respondent, CONSULTANT shall assist in those negotiations. Specifically, CONSULTANT shall:
  - 1.4.1.1 Assist the CLIENT during negotiations with the most responsive D/B Team.
  - 1.4.1.2 Clarify terms that are consistent with CLIENT's desired levels of legal, financial, regulatory, and engineering risk.
  - 1.4.1.3 Make a recommendation in regard to service agreement execution.
  - 1.4.1.4 When the negotiation process is complete, assist the CLIENT to execute the required service agreement including project performance bonds or other security sufficient to secure adequate performance by the D/B Team.

### **Work Task 2. Design Criteria Package Development and Design Services**

CONSULTANT shall serve as the Design Criteria Professional and shall coordinate with the CLIENT to develop a Design Criteria Package (DCP) for the PROJECT that complies with State Statutes and the CLIENT's criteria, meets CLIENT 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 CLIENT's project goals are met. The specific work to be completed in this task shall consist of the following:

#### **2.1 Design Criteria Package Development**

- 2.1.1 CONSULTANT shall manage the development of the DCP that uses, as the basis for its development, the information and data contained in the 2007 Arbennie Pritchett WRF D/B Project Design Criteria Package. The DCP shall, at a minimum, contain the information identified in 1.3.3 and the following:
  - 2.1.1.1 A detailed description of the project including technical requirements and specifications, functional and operational elements, process requirements, redundancy requirements, stipulations regarding expandability, acceptance tests, performance guarantees, liquidated damages and enforcement provisions.
  - 2.1.1.2 Procurement instructions, including form requirements, due dates, proposal layout requirements, and proposal forms.

- 2.1.2 The DCP documents and the RFP documents will be submitted simultaneously to the short-listed firms for preparation of their final proposal.
- 2.1.3 DCP shall refine the CLIENT'S preferred risk posture for the D/B solicitation process; identifying key commercial and legal issues necessary to develop an updated Service Agreement; and conduct strategy and other work sessions to provide the framework for development and implementation of the PROJECT. An important part of the DCP development will be to update the risk matrix that describes various project financial, schedule, permitting, and performance, legal, technical, operation and regulatory risks.
- 2.1.4 The draft DCP will be submitted to the CLIENT for review. Upon receipt of consolidated comments, a review meeting will be held to discuss the comments.
- 2.1.5 A draft of the DCP and service agreement may be issued to the short-listed D/B Teams to solicit and receive their feedback.
- 2.1.6 Following receipt of comments to the DCP, a second review meeting may be held with the CLIENT. Based on the results of these meetings, the CONSULTANT will prepare the DCP for final issuance to short-listed firms.

## **2.2 Draft Service Agreement**

- 2.2.1 The DCP will be responsible for the development of the draft Service Agreement that uses, as the basis for its development, the information and data contained in the 2014 Arbennie Pritchett WRF Expansion D/B Project Service Agreement.
- 2.2.2 The Service Agreement shall address technical, financial, and contractual business matters.
- 2.2.3 The draft Service Agreement will be issued either with the DCP or as a supplement to the DCP.

## **2.3 Draft Equipment Specifications and Preliminary Drawings**

CONSULTANT shall be responsible for the development of the draft equipment specifications for key equipment items. The specifications will be developed based on the equipment and materials that were supplied during the previous plant construction project, and specific equipment preferred by the CLIENT.

- 2.3.1 A complete specification package will not be prepared, but key design criteria will be summarized. The following list is the general anticipated scope of the project to be included in the preliminary design documents. Additional alternatives will also be included that the CLIENT may elect to add to project if selected during the negotiation of the Contract.
  - 2.3.1.1 New digester with equivalent capacity as the existing one. Stairs and platform with one new RDT on the platform same size as the existing one.
  - 2.3.1.2 New sludge pumps grinders pipe valves and fittings
  - 2.3.1.3 New blower 300HP and UG insulated blower piping for new digester
  - 2.3.1.4 (1) New RDT with controls and electrical.
  - 2.3.1.5 Possibly relocate (1) existing blower
  - 2.3.1.6 New aeration system in bottom of digester
  - 2.3.1.7 New centrifuge and common or separate platform concrete tower with stairway.
  - 2.3.1.8 New overhead crane rail capable of lowering entire centrifuge to the ground.

- 2.3.1.9 New Chemical / Electrical building housing new polymer system and address or abandon the existing one.
- 2.3.1.10 New electrical and controls to support and supply new equipment.
- 2.3.1.11 New Gulf Power transformer and feed.
- 2.3.1.12 Relocation of existing piping from under area where new digester is going (4" PW line 8" FW line and hydrant)
- 2.3.1.13 New site lighting and fencing
- 2.3.1.14 New swales- new drainage- possibly new or reconstructive pond work
- 2.3.1.15 SCADA integration- mostly self-performed by Ardurra Group, Inc. a parent company of Constantine and coordinated with OCWS and D/B Contractor.
- 2.3.2 Alternative Scope Items
  - 2.3.2.1 Headworks Screening- Replacement and enhancement of the existing Parkson Perf plates to Bar Screen, expand capacity.
  - 2.3.2.2 Maintenance Building- New metal building for plant maintenance related repairs and storage. Ventilation and roll doors.
  - 2.3.2.3 Odor Control System- Upgrade current bio media system to Carbon based system
  - 2.3.2.4 Chlorine Contact Basin - Install new canopy cover to reduce gaseous chlorination feed rates and reduce UV degradation during warmer weather periods.
- 2.3.3 Copies of submittal information and record drawings of the existing facilities will be provided as an attachment to the DCP for use by the D/B Teams in preparing their individual bids.
- 2.3.4 It is anticipated that 25 preliminary design drawings, primarily associated with modifications to the existing electrical and instrumentation and control systems, will be developed to visually depict the key performance criteria that are described within the narrative portion of the DCP.
- 2.3.5 CONSULTANT will coordinate and lead no more than four design workshops with CLIENT personnel as part of the DCP development. Based on results of the design workshops the actual number of drawings needed for each plant process area will be refined as appropriate.
- 2.3.6 The narrative and drawing portions of the DCP will provide the necessary level of detail to ensure that the completed PROJECT complies with the CLIENT'S stated requirements, while still offering the D/B the ability to provide innovative approaches to meet the CLIENT'S requirements.
- 2.3.7 CONSULTANT will provide up to 5 copies of the DCP for review by the CLIENT, and participate in detailed design review meetings (60%, and 90%). Comments from the CLIENT will be incorporated into a final DCP.
- 2.3.8 All parties to this agreement recognize that the purpose of the DCP is solely to define the performance requirements of the project. All design liability for the implemented project resides with the D/B Team.

## **2.4 Preliminary and Conceptual Design Services**

CONSULTANT shall perform design services to produce drawings and details necessary to convey the CLIENT's expectations for the expanded facility to the D/B Teams. Specific design services shall include:

- 2.4.1 Civil/Site Design-Less than 10% design work is required for this engineering discipline. The D/B Teams shall perform these services and may rely on the written narrative and record drawing information presented in the DCP.
- 2.4.2 Yard Piping Design- Less than 15% design work is required for this engineering discipline. The D/B Teams shall perform these services and may rely on the written narrative and record drawing information presented in the DCP.
- 2.4.3 Demolition Design- None, no significant demolition work is anticipated.
- 2.4.4 Architectural Design- None is anticipated for this engineering discipline. The D/B Teams shall perform these services and may rely on the written narrative and record drawing information presented in the DCP.
- 2.4.5 Structural Design- None is anticipated for this engineering discipline. The D/B Teams shall perform these services and may rely on the written narrative and record drawing information presented in the DCP.
- 2.4.6 Mechanical Design- Less than 10% is anticipated for this engineering discipline. The D/B Teams shall perform these services and may rely on the written narrative and record drawing information presented in the DCP.
- 2.4.7 Electrical Design-Approximately 50% is anticipated for this engineering discipline. Several existing electrical issues will be addressed during this project, as well as the work required to utilize new and existing electrical capacity and systems to support the new equipment and facilities that will be constructed. No major electrical design is anticipated to be performed by the CONSULTANT for the new digester and dewatering equipment and facilities. The D/B Team shall perform the balance of the electrical design to facilitate the construction of the new electrical services for the new oxidation ditch equipment and facilities and the upgrades and modifications. The D/B Team may rely on the written narrative, preliminary design drawings, and record drawing information presented in the DCP.
- 2.5 Instrumentation and Control (I&C) Design-Approximately 100% is anticipated for this engineering discipline. The Scope of Services for this work to be performed by the CONSULTANT is identified in Work Task 8 of this AGREEMENT.

## **2.6 Opinion of Probable Order of Magnitude Costs**

- 2.6.1 Prior to completing the development of the DCP document, CONSULTANT will prepare a revised Opinion of Probable Order of Magnitude Cost for the PROJECT as an economic benchmark for the PROJECT. The estimates of project costs provided by the CONSULTANT will be made on the basis of information available to the CONSULTANT, prior cost proposals for the 2007 & 2014 WRF construction project, and CONSULTANT'S past experience. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the Proposers' methods of determining prices, competitive bidding and market conditions, and future economic and unforeseen conditions, there will be no guarantee or warranty that future costs will not vary from estimates and projections.
- 2.6.2 After completing the development of the DCP document, CONSULTANT will prepare a revised Opinion of Probable Order of Magnitude Cost for the PROJECT as an economic benchmark for the PROJECT against CONSULTANT's draft Opinion of Probable Cost.

2.6.3 Copies of the estimates will be submitted to the CLIENT

## **2.7 FDEP Permitting Assistance**

CONSULTANT shall coordinate with the CLIENT and the Florida Department of Environmental Protection (FDEP) to complete and submit to FDEP the necessary documents to apply for a revised permit for the components of the PROJECT. Permitting of the expanded solids handling process is complicated by the fact that since this project will be contracted using the design/build approach, there will not be the traditional complete set of plans and specifications available for agency review which complicates the regulatory review process. The CLIENT and the CONSULTANT will need to work closely with FDEP and other regulators to agree upon the review procedures to be used and to implement the review process. Specific services that the CONSULTANT shall perform include the following services:

### **2.7.1 Agency Coordination Workshops**

CONSULTANT shall coordinate and attend coordination workshops with FDEP and other permitting agencies. The purpose of the workshops will be to develop an understanding of the specific regulatory requirements and the review procedures to be used to implement the PROJECT. CONSULTANT shall conduct coordination meetings with the various divisions within FDEP providing permitting execution and plan review functions.

### **2.7.2 Permitting Application.**

CONSULTANT will collect the necessary information and data to prepare a permit to expand the capacity of the solids handling process. Specific work tasks may include:

- 2.7.2.1 Obtain historical water quality and operational data required to be presented in the application document.
- 2.7.2.2 Prepare a PDR and permit application forms to expand the capacity of the WRF solids handling process; including applications forms, Form 1 and 2A, as required by Chapter 62-620, F.A.C.
- 2.7.2.3 Prepare an updated site plan and process flow diagram.
- 2.7.2.4 Review, develop and prepare necessary documentation to accompany the application for permit renewal as required by FDEP regulations and guidelines.
- 2.7.2.5 Attend meetings as requested by representatives of the CLIENT and provide general engineering assistance, consultation, and opinions.
- 2.7.2.6 Coordinate review of the draft permit application package with CLIENT staff and adjudicate comments received.
- 2.7.2.7 Submit the application and accompanying documents to FDEP. (Applications Fees are not included in this scope)
- 2.7.2.8 Respond to requests for additional information from FDEP, not to exceed two requests from FDEP.

## **2.8 Additional Permitting Assistance**

### **2.8.1 Building Permits**

2.8.1.1 CONSULTANT shall schedule and conduct a preliminary permitting meeting with the Okaloosa County Growth Management Department (OCGM) to discuss required permitting requirements and information necessary to permit the PROJECT and meet Florida Building Code requirements.

- 2.8.1.2 Submit preliminary construction drawings and specifications, including schematic site/civil and mechanical, and plumbing layout plans obtain necessary permit applications, drawings, and submittals and permit cost to construct the PROJECT.
- 2.8.1.3 CONSULTANT will meet with CLIENT to discuss the permitting requirements identified during the preliminary permitting meeting with OCGM.
- 2.8.1.4 CONSULTANT shall ensure the D/B Team obtains a master building permit from OCGM and that the D/B Team's subcontractors obtain the necessary specialized permits. CLIENT will be responsible for payment of permitting fees to OCGM.

## 2.8.2 Construction Permits

- 2.8.2.1 CONSULTANT shall oversee the D/B Team's NPDES application and permitting process. D/B Team will be responsible for preparing all required drawings, data, application, and fees to obtain all required local, state, and federal construction pollution prevention permits for the PROJECT.

## 2.9 Updated Groundwater Modeling and Mounding Analysis

- 2.9.1 Based on input from the CLIENT, no update will be performed to the existing groundwater model and mounding analysis to determine the maximum allowable additional capacity available in the RIB system above the current permitted conditions.
- 2.9.2 If in the future the CLIENT determines that CONSULTANT shall perform this service, and adjustment to the scope of work and compensation shall be negotiated.

## 2.10 Site Survey/Geotechnical Investigation

- 2.10.1 As authorized by the COUNTY's Representative, CONSULTANT shall contract with, or shall coordinate with COUNTY to contract with a licensed geotechnical engineering firm to perform a geotechnical investigation. The intent of the investigation shall be to establish the information and data necessary to design the various structures that are included in the PROJECT. CONSULTANT shall incorporate information, recommendations, and conclusions from the geotechnical engineering consultant into the DCP.
- 2.10.2 As authorized by the COUNTY's Representative, CONSULTANT shall contract with, or shall coordinate with COUNTY to contract with a licensed surveying firm to perform a topographical survey. Previous survey information and as-builts drawings will be used to aide in this survey of the solids handling section of the APWRF.

## Work Task 3. Design Coordination, Services during Construction and Resident Observation Services

CONSULTANT shall serve as the Owner's Representative for the PROJECT and shall serve as the CLIENT's representative at meetings, workshops, site visits, and other necessary functions of the PROJECT. CONSULTANT shall coordinate and review design phase services by the CONSULTANT and the D/B Team and shall perform SDC and RO services required for the PROJECT. Specifically, CONSULTANT shall perform the following services:

### 3.1 D/B Team Design Coordination Services.

The purpose of this Work Task is to provide the services necessary to serve as the Owner's Representative for the PROJECT at meetings, workshops, site visits, and other necessary functions of the PROJECT. Specific activities conducted by the CONSULTANT will include the following:

- 3.1.1 CONSULTANT shall attend meetings as requested by the CLIENT's representative to discuss project design issues, D/B Team services, and attend other meetings requested by the CLIENT's representative.
- 3.1.2 The CONSULTANT shall hold project meetings in Fort Walton Beach approximately once per month. To the extent possible, these meetings will be held in conjunction with other project activities to reduce project costs.
- 3.1.3 CONSULTANT shall perform general management, engineering, planning, and consulting services as authorized by the CLIENT to support the design phase activities.
- 3.1.4 The CONSULTANT will provide technical support to the CLIENT in evaluating the D/B Team Design plans and concepts.
- 3.1.5 The CONSULTANT shall prepare monthly PROJECT status reports that shall be submitted to the CLIENT describing the status of the design activities.
- 3.1.6 The CONSULTANT shall monitor the quality assurance/quality control (QA/QC) plan of the selected D/B Team and notify the CLIENT of identified issues.
- 3.1.7 The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar personnel engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, CLIENT ordinances, standard operating procedures, and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.
- 3.1.8 The CLIENT and the CONSULTANT shall each be accessible both during and after working hours. Office and mobile phone numbers shall be made available prior to beginning the fieldwork.

### **3.2 Services during Construction.**

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

- 3.2.1 Attend pre-construction conference and attend other meetings with representatives of the CLIENT, the Consultants, the D/B Team, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction activities of the projects.
- 3.2.2 Consult and advise CLIENT during construction and provide or coordinate technical interpretations of the drawings, specifications, and DCP Documents.
- 3.2.3 Evaluate and coordinate D/B Team-requested deviations from the approved design or specifications of the project and submit a recommendation to the CLIENT, and otherwise advise the CLIENT in the evaluation of the cost of necessary Contract change orders related to the projects.
- 3.2.4 Coordinate with the CLIENT the review of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the D/B Team is required to submit. The CONSULTANT shall review and shall coordinate the review of these data for general conformance with the design concepts of the project and for general compliance with the information given in the drawings, specifications, and DCP Documents. The CONSULTANT shall have approval authority over this information after coordinating with OCWS Staff. Such review is not intended to relieve the D/B Team of its full responsibility for Contract performance, nor is the



- review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.
- 3.2.5 Check time extension requests by the D/B Team and make recommendations to the CLIENT regarding same.
  - 3.2.6 Manage and track the receipt, review, disposition, and distribution and approval of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the D/B Team is required to submit.
  - 3.2.7 Make periodic visits to the site of the project to observe the progress of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents.
  - 3.2.8 Check and approve monthly and final estimates for payment to the D/B Team and make recommendations to the CLIENT about same.
  - 3.2.9 Make a final review of the construction and RECORD DRAWINGS to determine, in general, if the work has been completed in conformance with the intent of the Service Agreement.

### **3.3 Resident Observation Services.**

CONSULTANT shall be an extension of the OWNER and perform limited, not full-time, on-site RO services to represent the OWNER during the construction of the PROJECT. Specifically, CONSULTANT shall:

- 3.3.1 As the OWNERS representative perform QA/QC inspections and document daily progress reports, project schedule, meeting minutes and note all deficiencies that are not in accordance with the plans and specifications. Subsequently, follow up that all deficiencies are addressed and meet the requirements of the DCP and the OWNER. Review and recommend to the OWNER monthly progress payments that are due the D/B Team as set forth in the D/B Contract.
- 3.3.2 On a monthly basis, review and maintain RECORD DRAWINGS with D/B Team.
- 3.3.3 Review and approve final RECORD DRAWINGS from the D/B Team.
- 3.3.4 Represent the OWNER with claims management.

## **Work Task 4. Agency Coordination and Public Involvement**

Based on input from the CLIENT, this service will not be provided, If in the future the CLIENT determines that CONSULTANT shall perform this service, and adjustment to the scope of work and compensation shall be negotiated.

## **Work Task 5. System Startup, Performance Evaluation, and Contract Close Out**

CONSULTANT shall coordinate complete system startup with the D/B Team, consultants, equipment suppliers, utilities, regulatory agencies, and the CLIENT; and shall coordinate with them to evaluate the facilities to identify whether they meet the specified performance requirements and to enforce any warranties associated with non-compliance. CONSULTANT shall coordinate construction closeout with the selected D/B Team, consultants, equipment suppliers, regulatory agencies, and the CLIENT to certify that the project is complete and to obtain a certificate of completion, to receive acceptable Equipment Operation and Maintenance Manuals, final submittals, project photographs, design documentation, and other necessary information and data.

## **Work Task 6. Preparation of Process Operation and Maintenance Manual**

CONSULTANT shall update the existing process O&M manual for the project to assist the CLIENT with the daily operation of the additional processes provided at the WWTP. Not included in this Work Task is the development of a computer maintenance management and safety and training project for the wastewater treatment plant.

- 6.1 Obtain all exiting hard copy O/M manual and replace or insert with new documents and return to CLIENT. Update existing electronic O/M manuals and provide CLIENT with new version in PDF format.
  - 6.1.1 CONSULTANT will coordinate with existing equipment manufacture representatives and CLIENT staff to update any existing WWTP O/M manuals with most current or supplemental documents necessary for continued operational and maintenance of original equipment.
  - 6.1.2 CONSULTANT will evaluate current O/M procedures being performed by CLIENT staff and make any adjustments or changes to the WWTP process O/M documents as necessary or as requested.
- 6.2 Schedule and oversee new equipment manufacture on-site training of CLIENT staff and coordinate photographic documentation sessions into final O/M documents.
- 6.3 Oversee D/B Team development and integration of all new equipment/process O/M documents into the existing WWTP computer maintenance management program.
- 6.4 Incorporate new equipment O/M hard copy and electronic documents associated with PROJECT into exiting WWTP O/M manuals.

## **Work Task 7. Miscellaneous Evaluations, Analysis, and Conceptual Design Assistance**

Based on input from the CLIENT, this service will not be provided, If in the future the CLIENT determines that CONSULTANT shall perform this service, and adjustment to the scope of work and compensation shall be negotiated. CLIENT and CONSULTANT shall develop and negotiate any work tasks assigned to CONSULTANT by CLIENT in accordance with the CONSULTANTS current Master Service Agreement.

## **Work Task 8. Instrumentation and Control (I&C) Programming and Integration**

### 8.1 I&C Design Services

- 8.1.1 Instrumentation and Control (I&C) Design-Approximately 100% is anticipated for this engineering discipline. Several existing I&C issues will be addressed during this project, including:
- 8.2 PLC programming. All PLC programming necessary to integrate, monitor, and control all new equipment as part of the plant expansion shall be provided. All new field inputs and outputs (I/O) shall be monitored by Allen Bradley ControlLogix remote I/O located in the new electrical building or directly over ethernet if the new equipment is provided with its own PLC. The new equipment to be monitored and/or controlled shall include the following:
  - 8.2.1 Sludge pumps (via hardwired I/O)
  - 8.2.2 Rotary Drum Thickener (via hardwired I/O)
  - 8.2.3 Blower(s) (via hardwired I/O)
  - 8.2.4 Centrifuge (via ethernet)

- 8.2.5 Hypochlorite system (via hardwired I/O
- 8.3 Integration into the central plant Wonderware SCADA Human Machine Interface (HMI). All status and control points necessary for operators to monitor and control the new process equipment associated with the expansion (noted above) shall be integrated into the existing Wonderware graphical user interface at the plant. The 3D graphical base model shall be updated to include the new process equipment and all new indicators and controls shall adhere to the existing graphic structure.
- 8.4 Enhanced integration of existing critical control systems into the plant Wonderware SCADA HMI. All monitoring and control components, currently accessible to the plant personnel locally at the existing centrifuge and UV systems necessary for operation of the units shall be fully integrated into the plant's Wonderware system to alleviate the burden of a local screen outage at either piece of equipment.
- 8.5 .

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

## Exhibit B—Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Owner’s Representative and Design Criteria Professional Services for the Arbennie Pritchett WRF Solids Handling Expansion Design Build Project

The purpose of this document is to describe Ardurra Group, Inc., a parent company of Constantine Engineering, Inc.’s compensation and hourly per diem rate schedule of charges.

### 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 Arbennie Pritchett WRF 5 MGD Expansion Design Build Project, CLIENT 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 Material (T&M) task. T&M 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 (\$)
Principal	202.00	Senior CADD Designer	93.00
Sr Reviewer / Consultant	202.00	CADD Designer	83.00
Program Manager	202.00	CADD Technician	78.00
Senior Project Manager	194.00	Senior Construction Manager	194.00
Project Manager	168.00	Construction Manager	165.00
Professional Engineer III	154.00	Construction Inspector III	101.00
Professional Engineer II	140.00	Construction Inspector II	84.00
Professional Engineer I	126.00	Construction Inspector I	74.00
Engineering Associate II	106.00	SUE Supervisor	102.00
Engineering Associate I	93.00	Field / SUE Tech II	71.00
Sr Environmental Scientist	145.00	Field / SUE Tech I	61.00
Environmental Scientist	76.00	Clerical/Administrative II	66.00
IT Specialist / Manager	152.00	Clerical/Administrative I	56.00
Sr GIS/Database Programmer	116.00	2- Man Line Verification Team	199.00 <sup>(1)</sup>
GIS Technician	85.00	2-Man Manhole Inspection Crew	172.50 <sup>(2)</sup>
		1-Man GPR/Locating Crew	152.00 <sup>(3)</sup>
		1-Man GPS Crew	127.00 <sup>(4)</sup>

<sup>(1)</sup> Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.

<sup>(2)</sup> Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.

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

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

**Table 2. Standard Rates for Direct Expenses**

Expense Category	Rate (\$)
Mileage	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>(5)</sup>	Cost + 5%

(5) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

Table 2 applies only to Work Tasks 3. The other Work Tasks are Lump Sum and will not have Direct Expenses.

The Total Budget Ceiling for this AGREEMENT is \$596,600.00. 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. Design/Build Team Procurement Management	\$ 79,800	Lump Sum
2. DCP Development/Design Services /Design Coordination	\$ 186,100	Lump Sum
3. Services During Construction, and Resident Observation Services	\$ 208,500	Time & Material
4. Agency Coordination and Public Involvement	\$ 0.00	TBD
5. System Startup, Performance Evaluation, and Contract Close Out	\$ 35,500	Lump Sum
6. Preparation of Process Operation and Maintenance Manual	\$ 17,700,	Lump Sum
7. Miscellaneous Evaluations & Analysis	\$ 0.00	TBD
8. I&C Programming & Integration	\$69,000	Lump Sum
<b>Total Overall Budget Ceiling</b>	\$596,600	

CONSULTANT will keep CLIENT informed of progress so that the Total Overall Budget Ceiling and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated Total Overall Budget Ceiling, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. The Scope and Total Overall Budget Ceiling for this 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.

Time and Material (T&M) Work Tasks: Items 3 and 7 in the above table will be performed as time and material compensation. The budget ceilings are an approximation and may require budget adjustments as the PROJECT progresses. Such adjustment may be approved by the CLIENT without an Amendment, provided the Total Overall Budget Ceiling is not exceeded. Above-mentioned adjustments would occur with the submittal of each invoice and would be approved by the CLIENT via payment of the invoice.

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



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

**RFQ TITLE:**  
DESIGN CRITERIA PROFESSIONAL, OWNER'S  
REPRESENTATIVE & CONSULTING ENGINEERING  
SERVICES FOR THE ARBENNIE PRITCHETT WATER  
RECLAMATION FACILITY SOLIDS HANDLING EXPANSION

**RFQ NUMBER: WS 74-20**

**ISSUE DATE:** September 14, 2020  
**LAST DAY FOR QUESTIONS:** October 6, 2020 3:00 pm (CST)  
**RFQ OPENING DATE & TIME:** October 20, 2020 3:00 pm (CST)

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

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Purchasing Office by the "RFQ Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located at the Okaloosa County Purchasing Office located at 5479A Old Bethel Rd., Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

COMPANY NAME Constantine Engineering, LLC.  
MAILING ADDRESS 1988 Lewis Turner Blvd. Unit 3  
CITY, STATE, ZIP Fort Walton Beach, FL. 32547  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 26-1308592  
TELEPHONE NUMBER: 850-244-5800 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: jcrews@tcgeng.com

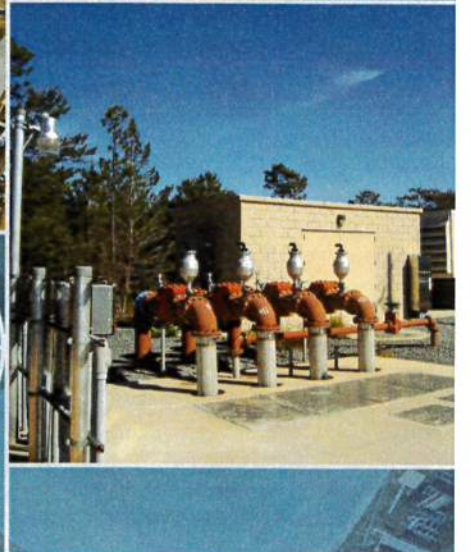
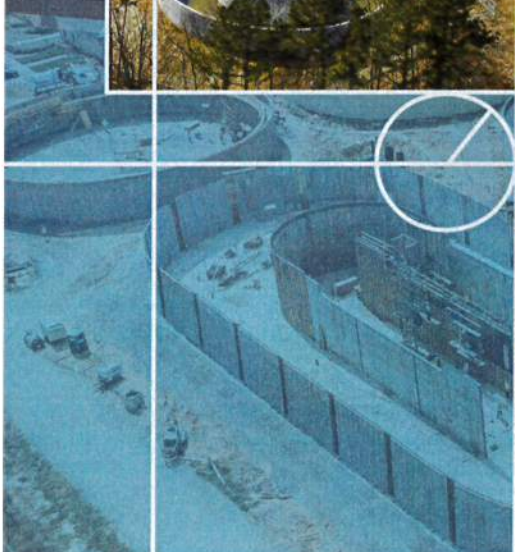
I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION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

AUTHORIZED SIGNATURE: Joseph G. Crews TYPED: Joseph G. Crews  
OR PRINTED NAME

TITLE: SE Water Practice Director DATE: Oct 20, 2020



**Statement of Qualifications for  
Design Criteria Professional, Owner's  
Representative & Consulting Engineering  
Services for the APWRF Solids Handling  
Expansion (RFQ WS 74-20)**  
**ORIGINAL**





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# 1. Letter of Interest

October 20, 2020



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

RE: Statement of Qualifications for Engineering Services for the Arbennie Pritchett Water Reclamation Facility Solids Handling Expansion Project (RFQ #WS 74-20)

To whom it may concern:

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

Constantine has been the County's prime consultant for engineering services at the Arbennie Pritchett Water Reclamation Facility (APWRF) since 2004 when we were selected to serve as your Program Manager for the \$65 million 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 APWRF to 15 mgd. Most recently, we complete 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.

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

<b>Constantine Engineering Feature:</b>	<b>OCWS Benefit:</b>
Constantine served as OCWS' Program Manager for both the original, as well as the expansion of the APWRF, and numerous other improvement and modification projects.	<b>Continuity</b> –Constantine will bring its vast experience working at the APWRF to this project to ensure reliable performance and continued optimized operation.
Constantine served as OCWS' Design Engineer for the design and construction of the APWRF Reclaimed Water Expansion Project.	<b>No Learning Curve</b> –Constantine will bring its vast experience working with OCWS staff, its familiarity with the APWRF Solids Handling System.
Our professional staff combines national and regional knowledge with past and ongoing experience with OCWS.	<b>Best of both worlds</b> – OCWS benefits from an "extension of staff" with national expertise and local experience and relationships.
Comprised largely of former staff of national consulting firms, Constantine Engineering is headquartered in Fort Walton Beach.	<b>Efficient, local expertise</b> – OCWS receives national firm experience with the value, accessibility, and responsiveness of a small, local firm.

Supported by our other regional offices in Northwest Florida, Alabama, Georgia, and South Carolina, our lead office for the Arbennie Pritchett WRF Solids Handling Expansion Project will be our corporate headquarters at 1988 Lewis Turner Boulevard, Unit #3, Fort Walton Beach, Florida 32547.

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

Sincerely,

**Constantine Engineering**

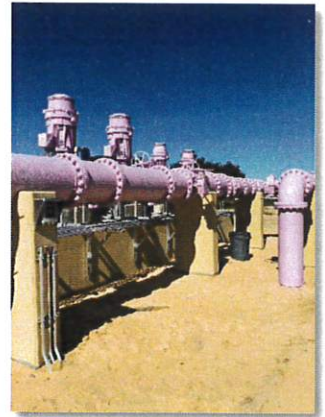
A handwritten signature in blue ink that reads "Joseph G. Crews".

Joseph G. Crews, P.E., Operations Director

## 2. Past Accomplishments

### OCWS – Arbennie Pritchett Reclaimed Water System Expansion Project

OCWS selected Constantine Engineering to provide professional project design, including project definition, schematic design, conceptual design, and final design, permitting, bid phase services, and construction phase services for the Arbennie Pritchett WRF Reclaimed Water Expansion Project. The project included adding an additional 4.0 MGD micro disk filter and the relocation of an existing 2.0 MGD filter. A new chlorine contact basin, gaseous chlorine feed system and building, reclaimed pump station with 2- 125 hp and 2-50 hp vertical pumps, new motor control center, and SCADA controls were included with the project. 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. By simultaneously procuring the equipment while constructing the chlorine contact basin, the team completed the project within budget and on time.



Project Reference: Jeff Littrell, Director | Phone: 850-651-7171 | Email: [jlittrell@co.okaloosa.fl.us](mailto:jlittrell@co.okaloosa.fl.us)

### OCWS – Arbennie Pritchett Water Reclamation Facility Design-Build Project

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



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

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

Project Reference: Jeff Littrell, Director | Phone: 850-651-7171 | Email: [jlittrell@co.okaloosa.fl.us](mailto:jlittrell@co.okaloosa.fl.us)

### OCWS – Arbennie Pritchett Water Reclamation Facility Design-Build Expansion

In 2014, OCWS selected Constantine Engineering again as its Design Criteria Professional (DCP) and Owner's Representative for the Arbennie Pritchett WRF Expansion Project. With this 5 mgd expansion to the APWRF, Constantine provided professional engineering services including procuring, overseeing, and coordinating with the design-build (D/B) contractor; preparing the Request for Qualifications (RFQ) for the D/B contractor, performing cost estimates, groundwater modeling, permitting, and engineering services during construction. We also provided resident observation, construction administration, and coordinated complete system startup.

**This project was awarded the 2019 DBIA Honor Award in the Water/Wastewater Category for the Design Build Institute of America Florida Region for the 5-mgd expansion of the Arbennie Pritchett Water Reclamation Facility.**

Project Reference: Jeff Littrell, Director | Phone: 850-651-7171 | Email: [jlittrell@co.okaloosa.fl.us](mailto:jlittrell@co.okaloosa.fl.us)

### Decatur Utilities (AL) - Solids Handling Facility Improvements

Constantine Engineering provided engineering design services, bidding assistance, services during construction, and resident observation services for the solids handling improvements at the Dry Creek WWTP for Decatur Utilities (DU). The Dry Creek WWTP is a 36-mgd activated sludge plant that includes headworks screening, aerated grit removal, primary clarification, activated sludge reactors, secondary clarification, disinfection, anaerobic sludge digestion, and solids dewatering.

Constantine provided DU with a 2-phased approach for long-term performance of the plant which included a new Industrial Pretreatment ordinance and capital improvements at the plant. The new improvements include new pre-air blowers,

rehabilitation of the primary clarifiers, new aeration blowers, anaerobic digestion improvements, new methane gas recovery compressors and scrubbers, and new solids dewatering facilities using centrifuges.

The new solids dewatering facility included two new Centrifuge Systems, a stainless steel chute and electric diverter gate connected between the cake discharge and screw conveyor, a new screw conveyor under the centrifuges, a liquid polymer system, two new self-priming sludge pumps and the relocation of two existing pumps in the dewatering pump station, four new in-line grinders, a monorail, hoist, & trolley system; and all piping, valves, and miscellaneous appurtenances.

Constantine assisted DU to secure funding through Alabama State Revolving Funds (SRF) and provided design engineering services, construction management, onsite construction observation, and SRF administration. The total cost of the WWTP improvements program was \$8.26 million.



**Project Reference:** Tom Cleveland, Plants Manager | Phone: 256-301-4605 | Email: [tcleveland@decaturutilities.com](mailto:tcleveland@decaturutilities.com)

### **Oconee County (GA) - Calls Creek Water Pollution Control Plant Upgrade**

Constantine, partnered with Crowder Construction, Inc., was selected in 2016 by the Oconee County (GA) Utility Department to upgrade the existing Calls Creek Water Pollution Control Plant. The Design-Build project upgraded the existing unit processes and equipment at the existing 1.0 MGD facility to include a new 1.5 MGD, Bardenpho biological nutrient removal (BNR) facility capable of expansion to 3 MGD.

A new influent/Clarifier/RAS/WAS splitter and pump station (PS) structure was provided to evenly distribute flow to the treatment units, new and for future expansion. This structure also allows RAS flows to be conveyed to 0.25 mm rotary drum thickeners for separation of fine lint that enters the WWTP from a uniform clothing company. The new treatment process includes improvements to the existing process, including new hybrid centrifugal blowers, membrane filters, UV disinfection, electrical/I&C, new administration building, retrofit of other existing WWTP processes, chemical handling & storage, dewatering, SCADA, and effluent outfall improvements.

**Constantine was part of the design-build team that was awarded the 2019 Design Build Institute of America Best Public Sector Renovation/Rehabilitation for the upgrade of the 3-mgd Calls Creek Water Reclamation Facility.**

**Project Reference:** Donald "Mickey" Baughcum, Assistant Director | Phone: 706-769-3960 | Email: [dbaughcum@oconee.ga.us](mailto:dbaughcum@oconee.ga.us)



## **3. Firm's Qualifications**

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

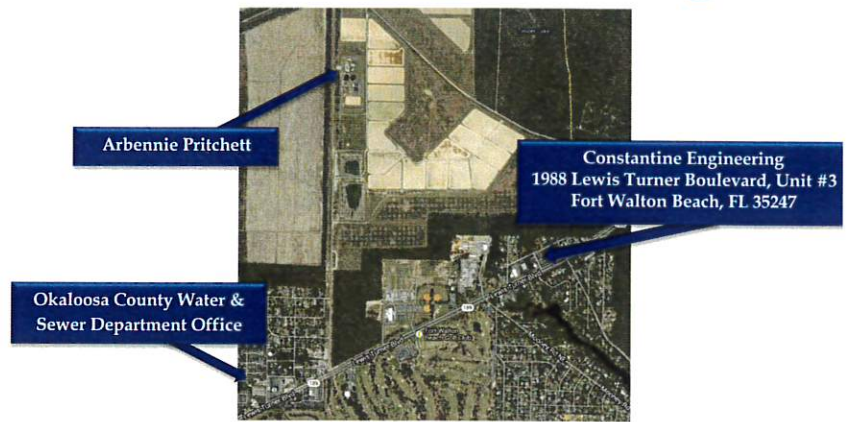
Constantine Engineering professionals focus on our clients' needs, wants, and goals throughout the duration of our projects. We highly value building a partnership around meaningful and continuous client input. Using this approach, Constantine Engineering develops optimal solutions to issues facing our client's infrastructure, without losing sight of cost, reliability, and schedule. Our unique combination of personal commitment and industry knowledge has allowed us to provide the responsive service and quality work products that our clients expect from their partner.

### **Business Structure and Staff**

In September 2020, Constantine Engineering merged with Ardurra Group, Inc. The Ardurra Group of companies dates back to 1950. Today, Ardurra is a professional consulting firm specializing in multi discipline engineering services for public agencies. As a part of this family, Constantine will maintain the same level of quality and commitment to OCWS, but we can now offer additional resources, expertise, and services. Specifically, we now boast more than 500 employees nationwide, with 220 in Florida. We are excited about the opportunity to leverage Ardurra's resources, in concert with our long-standing commitment to provide you with the best service, unique solutions and quality products.

## Office Location(s)

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



## Experience with OCWS

Constantine Engineering has been working with Okaloosa County for nearly two decades, and has provided engineering, construction management, and SUE services to support OCWS's water and wastewater operations. Additionally, Constantine has performed similar engineering and management services for other utilities across the southeast. These services include serving as the Owner's Representative and Design Criteria Professional to provide engineering service that include program management, master planning and feasibility studies, design, and construction management services for water distribution, supply, treatment, and storage facilities, wastewater collection and transmission systems, pumping systems, and reclaimed water conveyance systems.

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

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

- Contract with the City of Fort Walton Beach to abandon its wastewater treatment plant and consolidate the City's wastewater treatment at the Arbennie Pritchett WRF
- Consolidate wastewater treatment from the new 7th Special Forces Cantonment to the Arbennie Pritchett WRF and facilitate consolidation of wastewater treatment services of other adjacent military installations at the County's facility
- Contract with Eglin AFB to consolidate wastewater treatment at the Arbennie Pritchett WRF, including design and construction management services of the Eglin Main and Plew Pump Stations
- Separate OCWS from the NVOC Regional Utilities System and to consolidate the County's wastewater treatment from the East County service area to the Arbennie Pritchett WRF, including the design and construction of 4.0 mgd East County Re-Pump station allowing abatement of 3 aging submersible pumping stations

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

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

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

Constantine Engineering has also provided Subsurface Utility Engineering (SUE) services to OCWS to locate and map its buried water and wastewater assets. We have coordinated with the County's GIS department to update the electronic water and wastewater GIS maps to reflect the location of these buried assets. Constantine provides other specialized engineering services to OCWS, including design and troubleshooting of the OCWS instrumentation and control (I&C) systems and the supervisory control and data acquisition (SCADA) systems.

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

## 4. Performance Assurance

In the last twelve years, Constantine has been awarded over 95 contracts and task orders with Okaloosa County. During that period, we have made no request to increase our budget due to project overruns or errors by Constantine. Any increases were at the request of the Client for changes or additions to original scope. These projects were completed on-time and within the budget. Many times, Constantine has been able to work within the original contract value and perform additional task to assist OCWS if needed. This represents our ability to be efficient in our services and avoid unnecessary expenses to the project. Of the approximately \$12.4 Million in total contract values awarded to Constantine during the last twelve years, only \$10.1 Million has been actually billed to Okaloosa County. An example of our diligence to provide our clients with valued engineering services and project completion deadlines was seen in the delivery of the original APWRF project. The project was completed approximately four months ahead of the original schedule and delivered under budget with a \$1M savings to Okaloosa County.

## 5. Responsiveness to Proposal

### ✓ Experience with Projects and Programs Similar in Size and Scope

Constantine Engineering, and our affiliated company Ardurra, have served as the Design Criteria Professional (DCP), Owner's Representative, and Consulting Engineer at more than 20 plants across the Southeast. As stated above, we have specific experience providing the desired services with the your facility as we were the Owner's Representative and Consulting Engineer for the original Arbennie Pritchett WRF 10 mgd DB Project and the recent 5 mgd Expansion DB project, both of which won National DBIA awards. We are presently performing similar services for more than 12 wastewater treatment plants across Florida, Georgia, Alabama, South Carolina, and Texas. We can provide a detailed list of projects similar in size/scope, if needed.

### ✓ Intended Schedule from Start to Construction Completion

Constantine has demonstrated our commitment to meeting OCWS's schedule constraints on the hundreds of projects and tasks that we have been assigned for nearly two decades. As we have always done, we commit to you that we will deliver this project to meet your schedule and budget constraints. See Table 1 below for Projected schedule:

Table 1. Proposed Project Milestone Schedule

Item	Task	Date
1	Hold Kick-off Meeting with OCWS Staff	Jan' 21
2	Develop Design Criteria Package Design	March' 21
3	Prepare Preliminary Design Report	April' 21
4	Issue RDQ for D/B Services	April '21
5	D/B Evaluation and Selection Process	May' 21
6	Issue D/B Contract	June' 21
7	Begin Construction Phase	July' 21
8	Startup Expanded Processes	Oct '22
9	Construction Substantially Complete	Nov' 22
10	Construction Final Completion	Dec' 22

### ✓ Financial Responsibility and Solvency

We have been in business serving the residents of Okaloosa County since 2003 and our financial status is strong, reliable, and growing. Recently, we merged with a national engineering firm, Ardurra, increasing our financial strength and depth of engineering services. We are a fiscally responsible corporation that is more than financially solvent.

### ✓ Ability to Observe/Advise Whether Plans and Specifications Are Being Followed

We have successfully provided resident observation, construction administration, project oversight, and coordination of system startup for OCWS projects, including the Arbennie Pritchett WRF projects, for nearly two decades. We have also provided these

services to hundreds of clients for their water and wastewater projects across the Southeastern US. As stated above, we are presently providing resident observation and services during construction services for similar projects.

## ✓ Professional Accomplishments

Constantine has been part of the team on projects which have been nationally recognized and received awards:

- Constantine was part of the design-build team that was awarded the **2019 Design Build Institute of America Best Public Sector Renovation/Rehabilitation** for the upgrade of the **3-mgd Calls Creek Water Reclamation Facility**.
- Constantine was part of the design-build team that was awarded the **2019 DBIA Honor Award in the Water/Wastewater Category** for the Design Build Institute of America Florida Region for the **5-mgd expansion of the Arbennie Pritchett Water Reclamation Facility**.
- The **Decatur Wastewater Treatment Plant** in Decatur, AL, was awarded the **2015 State of Alabama Best Operated Wastewater Plant Award**. Constantine Engineering was the engineer responsible for designing operational modifications to the plant to optimize treatment.
- Constantine was part of the design-build team that was awarded the **2011 Design Build Institute of America (DBIA) Merit Award** for the **10-mgd Arbennie Pritchett Water Reclamation Facility**.

## ✓ Qualifications and Responsibilities of Personnel

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:

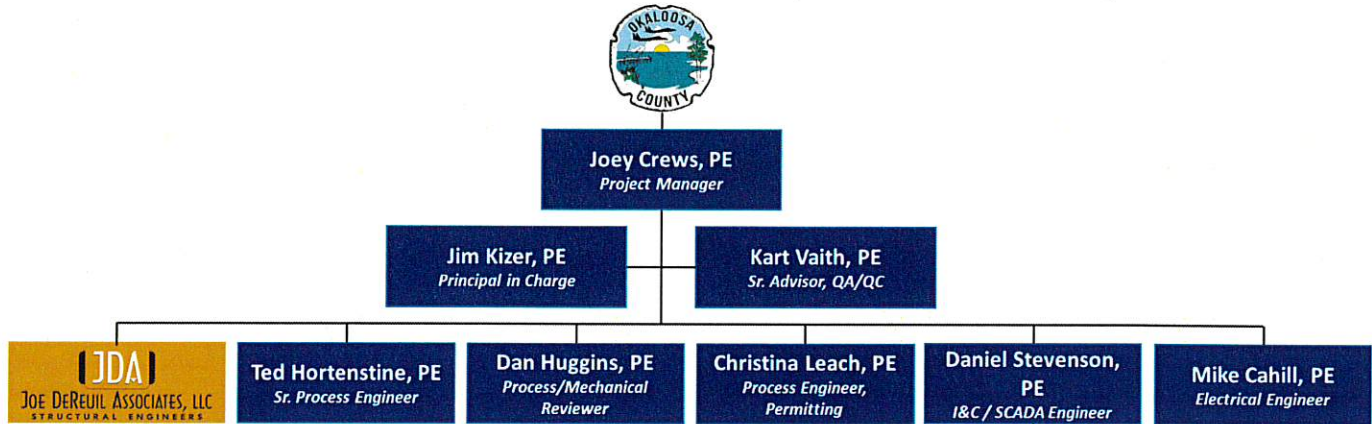
- From 2007 to 2020, **JOEY CREWS** has served as the Project Manager for the Arbennie Pritchett WRF capital improvement program projects, including management of the APWRF Design-Build projects; regionalizing wastewater treatment from the City of Fort Walton Beach, Eglin Main, Duke Field, 7th Special Forces and Camp Rudder base as well as the East County service area; 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 Constantine and will provide these services for this project.
- During a previous engagement, **KART VAITH** was the Principal-in-Charge of the APWRF Design-Build team that completed final design, construction, and startup of the original Arbennie Pritchett WRF project. He will bring to the team the insight that only a member of the original D-B Team will have to the successfully execute this project.
- During a previous engagement, **TED HORTENSTINE** was the Engineer-of-Record of the Design-Build team that completed final design, construction, and startup of the original Arbennie Pritchett WRF project. His specific process knowledge of the existing wastewater process design will be irreplaceable.
- For the past 5 years, **DANIEL STEVENSON** has provided ongoing electrical engineering and SCADA integration and instrumentation and control (I&C) support to OCWS, including modifications and upgrades to the Arbennie Pritchett WRF SCADA and CMMS systems. His expertise and understanding of the existing instrumentation and control (I&C) systems at the APWRF, and the OCWS SCADA system, will ensure that the expansion to the existing solids handling system will meet the needs at the APWRF and the expectations of OCWS.
- **CHRISTINA LEACH** provides permitting coordination at 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.
- **JOE DEREUIL ASSOCIATES, LLC**, has been Constantine's structural engineer on several OCWS projects, including the Main Island Pump Station, the East County Re-Pump Station, and the APWRF Septage/FOG Receiving System.

## ✓ Experience with FDEP






Constantine Engineering maintains good working relationships with state and federal regulatory agencies, such as the U.S. Environmental Protection Agency (USEPA), U.S. Army Corps of Engineers (USACE), and Florida Department of Environmental Protection (FDEP). We managed the permitting process for the original construction of the APWRF, as well as the expansion and all improvements and modifications. We maintain an excellent working relationship with the staff in the Florida Department of Environmental Protection's (FDEP) Pensacola office.

## 6. Proposed Project Team

Constantine proposes to implement the Arbennie Pritchett WRF Reclaimed Water Solids Handling Expansion Project utilizing primarily in-house professional staff that are experienced with the facility as demonstrated in the organization chart below.



### Staff Qualifications

Staff	Education	Years of Experience	Location
 Joey Crews, PE	BSCE	29 Total, 13 with Constantine	Fort Walton Beach, FL
	<b>Responsibilities:</b> Project Manager	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Arbennie Pritchett WRF 10 mgd Original &amp; 5 mgd Expansion, OCWS, FL</li> <li>East County Wastewater Transmission Improvements Program, OCWS, FL</li> <li>6.0 mgd Reclaimed Water System Expansion, OCWS, FL</li> <li>APWRF Septage/FOG Receiving System, OCWS, FL</li> </ul>	
 Jim Kizer, PE	BSCE, MSCE	33 Total, 18 with Constantine	Fort Walton Beach, FL
	<b>Responsibilities:</b> Principal-in-Charge	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Program Manager, Bob Sikes Water Reclamation Facility, Okaloosa County, Florida.</li> <li>Principal-in-Charge, Sandy Run Creek WPCP Expansion, City of Warner Robins, Georgia.</li> <li>Principal-in-Charge, Frank Satterfield WPCP Improvements, City of Perry, Georgia.</li> <li>Principal-in-Charge, Calls Creek WPCP Expansion, Oconee County, Georgia.</li> </ul>	
 Kart Vaith, PE, BCEE	BTChE, MSChE	32 Total, 6 with Constantine	St. Augustine, FL
	<b>Responsibilities:</b> Senior Advisor QA/QC Manager	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Principal-in-Charge, Arbennie Pritchett WRF, Okaloosa County, FL.</li> <li>QA/QC Engineer, Anastasia Island WWTF Headworks Improvements, St. Johns County, FL</li> <li>Project Manager, Northwest Regional WWTF Expansion, Marion County, FL.</li> </ul>	
 Ted Hortenstine, PE	BSChE	35 Total, 6 with Constantine	St. Augustine, FL
	<b>Responsibilities:</b> Senior Process Engineer	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Engineer of Record, 10 MGD Arbennie Pritchett WRF Expansion, OCWS, FL</li> <li>Process Engineer, Anastasia Island WWTF Headworks Improvements, St. Johns County, FL</li> <li>Process Engineer, Northwest Regional WWTF Expansion, Marion County, FL.</li> </ul>	
 Daniel Stevenson, PE	BSEE	14 Total, 8 with Constantine	Pensacola, FL
	<b>Responsibilities:</b> I&C/SCADA Engineer	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Electrical/I&amp;C Lead, F. Wayne Hill WRC FOG Improvements, GCDWR, GA</li> <li>Electrical Project Lead, Arbennie WRF Expansion, Okaloosa County, FL.</li> <li>Control System Rehabilitation of the Garniers Re-Pumping Station, OCWS, FL</li> <li>Project Engineer, Wastewater Collection &amp; Water Distribution SCADA System Upgrades, OCWS, FL</li> </ul>	



Staff	Education	Years of Experience	Location
 <b>Mike Cahill, PE</b>	BSEE	14 Total, 1.5 with Constantine	Pensacola, FL
	<b>Responsibilities:</b> Electrical Engineer	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Electrical Engineer, Arbennie Pritchett Water Reclamation Facility, Okaloosa County, FL</li> <li>Electrical Engineer, Anastasia Island WWTF Headworks Improvements, St. Johns County, FL</li> <li>Electrical Engineer, Northwest Regional WWTF Expansion, Marion County, FL.</li> </ul>	
 <b>Christina Leach, PE</b>	BSCE	17 Total, 7 with Constantine	Pensacola, FL
	<b>Responsibilities:</b> Process Engineer Permitting	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Okaloosa County, FL – Arbennie Pritchett WRF FDEP Permit Renewal</li> <li>Destin Water Users (FL) – NWFWMDC Consumptive Use Permit renewal</li> <li>Hurlburt Field AFB (FL) – FDEP Wastewater Modification Permit</li> <li>City of Milton (FL) – FDEP Construction Permit</li> <li>Pace Water System (FL) – FDEP Substantial Permit Modification</li> </ul>	
 <b>Dan Huggins, PE</b>	BSCE	25 Total, 4 with Constantine	North Charleston, SC
	<b>Responsibilities:</b> Process / Mechanical Reviewer	<b>Representative Projects:</b> <ul style="list-style-type: none"> <li>Senior Designer, R.B. Simms WTP Upgrades, Spartanburg Water, SC</li> <li>Project Manager, Phoenix Development, Twelve Parks Water Reclamation Facility, Sharpsburg, GA.</li> <li>Project Manager, Calls Creek WPCP Expansion, Oconee County, GA</li> </ul>	

## 7. Regulatory Experience

Constantine will review all necessary permitting requirements for the design and construction of the improvements and modifications to the APWRF solids handling facilities. As stated above, we managed the permitting process for the original construction of the APWRF, 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. Constantine 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.

## 8. References

Reference	Project Descriptions
<b>Marion County Utility Department</b> <b>Kevin Vickers, Senior Utilities Engineer</b> 11800 FL 25-A, Belview, FL 34420 Ph: 352-632-2794 E: kevin.vickers@marioncountyfl.org	<b>Northwest Regional WWTF Expansion</b> - This expansion includes a new headworks structure with rotary drum screens, influent flow splitter structure, new biological nutrient removal (BNR) activated sludge process using a 4-stage Bardenpho process, secondary clarifiers, RAS/WAS pumping system, disc filters and chlorine contact basins for wastewater treatment.
<b>St. Johns County Utility Department</b> <b>Teri Pinson, PE, Project Manager</b> 1205 SR 16, St. Augustine, FL 32084 Ph: 904-209-2709, E: tpinson@sjcfl.us	<b>Anastasia Island WWTF Improvements</b> – Constantine is designing and overseeing the bidding and construction for the improvements to the plant Reuse System, Ultraviolet Disinfection System, and Headworks.

<p style="text-align: center;"><b>JEA</b>  <b>Josh Williams, Operations Team Lead</b>          21 W Church Street, Jacksonville, FL 32202          Ph: 904-665-6000, E: willjr2@jea.com</p>	<p><b>Monterey WRF Centrifuge</b> – Constantine provided design services and managed construction for the installation of a new centrifuge, centrifuge feed pump and polymer feed system at the Monterey WRF.</p>
<p style="text-align: center;"><b>Emerald Coast Utility Authority</b>  <b>Bill Johnson, Engineering Director</b>          9255 Sturdevant St, Pensacola, FL 32514          Ph: 850-969-3309,          E: William.johnson@ecua.fl.gov</p>	<p><b>Lift Station Improvements/Replacements Program</b> – Constantine provided design, permitting, bidding, and construction services for multiple lift stations which generally consist of the demolition/replacement and installation of pumps, concrete, piping, channel grinder and electrical equipment; and construction of gravity sewer piping and manholes.</p>
<p style="text-align: center;"><b>American States Utility System</b>  <b>Roger Ivison</b>          Eglin Air Force Base, FL          Ph: 850-377-0924,          E: Roger.Ivison@asusinc.com</p>	<p><b>Lift Station Improvements/Replacements Program</b> – Constantine provided design, permitting, bidding, and construction services for multiple lift stations which generally consist of the demolition/replacement and installation of pumps, concrete, piping, and electrical equipment.</p>

## 9. Additional Information & Comments

### Project Approach

The backbone to our project approach is to hold multiple project workshops. We’ve found these to be an effective forum to transfer information, build consensus needed for decisions, ensure quality and minimize late-term changes and conflicts, involve OCWS’s staff members and stakeholders, and make decisions needed to move projects forward. During these workshops, cost reduction measures and operational needs are considered and evaluated. Because the support of your staff will be critical to the project’s success, we will include several workshops to ensure that the concerns and ideas of OCWS’s staff, regulators, and other stakeholders are heard and incorporated into the decision process. Constantine’s approach to the APWRF Solids Handling Expansion is presented below.

### Project Definition and Kick-off Meeting

The Project is defined as adding providing Design Criteria Professional, Owner’s Representative, and Consulting Engineering for the Arbennie Pritchett WRF Solids Handling Expansion which consists of an additional digester, rotary drum thickener, centrifuge, and supporting infrastructure.

Our approach begins with the preparation of a project-specific Work Plan to define the scope of services, the responsibilities of the project team, and guidelines for communication, which develops a set of standards that shall be used during the project development. Next, we hold a Kickoff Meeting with OCWS staff to identify and discuss the critical aspects of the project that might improve constructability, operation/maintenance, or that might reduce the project budget.

### Planning Phase

In the planning phase, we will collect and review any pertinent information and validate future design conditions. Existing design and permitting information, such as existing operating conditions, average daily flow data, peak hourly flow, conditional impacts, as well as future flow needs, would be analyzed. The existing downstream conveyance piping plan and profile drawings, as well as current and future hydraulic impacts of the existing system, would be evaluated, including transient surge pressures and hydraulic models with various scenarios. We also would use our SUE services to identify the location of existing major underground and aboveground infrastructure, and other areas of concern, and identify potential conflicts as well.

### Project Management Approach

The Project Management Approach that we propose for the process projects generally consists of using our Deltek Ajera project management and account software to continually control and monitor budgets and schedules, to implement our quality assurance/quality control (QA/QC) Program, to utilize the work breakdown structure to develop our project assignments, and to communicate monthly the budget and schedule for the project in our Monthly Status Reports. We establish fees, costs, and estimated start/finish dates for each work task in the project, so that any potential deviations from the original budget or schedule can be identified and corrected early.

Project instructions, work planning, scheduling, team meetings, client workshops, and status reports all enhance the prospect of completing a project within schedule and budgetary constraints. These tools will be used by the Project Manager to manage the project. In addition, through the QA/QC processes, a QA/QC manager will periodically audit the progress for compliance with the quality, cost, and schedule objectives. Constantine project managers use the WBS to breakout project work activities into multiple independent tasks that can be evaluated and reported to our clients.

## 10. Forms

## 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:

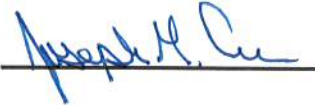
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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:

10/19/20

SIGNATURE:



COMPANY: Constantine Engineering

NAME: Joseph G. Crews, PE

(Typed or Printed)

ADDRESS: 1988 Lewis Turner Blvd

TITLE: Operations Director

Unit 3

E-MAIL: jcrews@tcgeng.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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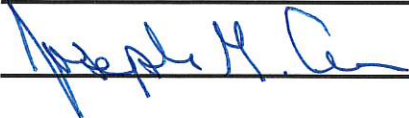
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FIRM NAME: Constantine Engineering

BY (PRINTED): Joseph G. Crews

BY (SIGNATURE):  \_\_\_\_\_

TITLE: Operations Director

ADDRESS: 1988 Lewis Turner Blvd, Unit 3

Fort Walton Beach, FL 32547

PHONE NO. 850-244-5800

E-MAIL jcrews@tcgeng.com

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

=====

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

DATE: 10/19/20

SIGNATURE: 

COMPANY: Constantine Engineering

NAME: Joseph G. Crews  
(Typed or Printed)

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

TITLE: Operations Director

PHONE NO.: 850-244-5800

E-MAIL: jcrews@tcgeng.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 Constantine Engineering  
**Signature** **Company Name**

On this 20th day of October, 2020, 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.

Constantine Engineering,  
Proposer's Company Name 1988  
Lewis Turner Blvd, Unit 3,  
Fort Walton Beach, FL 32547

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

Mailing Address

850-244-5800

Phone Number

850-978-0015

Cellular Number

10/19/20

DATE

  
\_\_\_\_\_  
Authorized Signature – Manual

Joseph G Crews  
\_\_\_\_\_  
Authorized Signature – Typed

Operations Director  
\_\_\_\_\_  
Title

888-215-3836  
\_\_\_\_\_  
FAX Number

850-978-0015  
\_\_\_\_\_  
After-Hours Number(s)

**ADDENDUM ACKNOWLEDGEMENT**

RFQ WS 74-20

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

**ADDENDUM NO.**

**DATE**


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



COMPANY DATA

Respondent's Company Name: Constantine Engineering

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

Phone: 850-244-5800

Contact Person (Typed-Printed): Joseph G Crews, Operations Director

Phone #: 850-244-5800

Cell #: 850-978-0015

Email: jcrews@tcgeng.com

Federal ID or SS #: 26-1308592

Respondent's License #: FL Professional Engineers Lic No. 27931

DUNS#: 826-915-980

Fax #: 888-215-3836

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](http://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](http://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: Constantine Engineering

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

Duns Number: 826-915-980

CAGE Code: 62P90

## LIST OF REFERENCES

1. Owner's Name and Address: Marion County Utility Department  
11800 FL-25-A, Belview, FL 34420  
Contract Person: Kevin Vickers Telephone # (      ) 352-632-2794  
Email: kevin.vickers@marioncountyfl.org
  
2. Owner's Name and Address: St. Johns County Utility Department  
1205 S.R 16, St. Augustine, FL 32084  
Contract Person: Teri Pinson Telephone # (      ) 904-209-2709  
Email: tpinson@sjcfl.us
  
3. Owner's Name and Address: JEA  
21 W. Church Street, Jacksonville, FL 32202  
Contract Person: Josh Williams Telephone # (      ) 904-665-6000  
Email: willjr2@jea.com
  
4. Owner's Name and Address: Emerald Coast Utility Authority  
9255 Sturdevant St, Pensacola, FL 32514  
Contract Person: Bill Johnson Telephone # (      ) 850-969-3306  
Email: william.johnson@ecua.fl.gov
  
5. Owner's Name and Address: American States Utility System  
Eglin Air Force Base, FL  
Contract Person: Roger Ivison Telephone # (      ) 850-377-0924  
Email: roger.ivison@asusinc.com

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

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

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

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


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

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

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

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

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

 Signature of Contractor's Authorized Official

Joseph Crews, Operations Director Name and Title of Contractor's Authorized Official

10/20/20 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 Constantine Engineering

2. This sworn statement is submitted by Joseph G Crews

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.

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 26-1308592

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

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 10/19/20 Signature: Joseph H. Cooney

STATE OF: FLORIDA

COUNTY OF: OKALOOSA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 16 day of OCTOBER, in the year 2020.

My commission expires: 12/18/2023

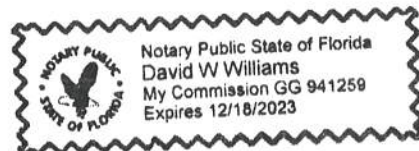
Notary Public  
David W Williams

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

PERSONALLY KNOWN

Type of ID



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

---

Printed Name and Title of Authorized Representative Joseph G. Crews, Operations Director

  
Signature

10/19/20  
Date



**VENDORS ON SCRUTINIZED COMPANIES LISTS**

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

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

DATE: 10/19/20

SIGNATURE:  \_\_\_\_\_

COMPANY: Constantine Engineering,

NAME: Joseph G. Crews  
(Typed or Printed)

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

TITLE: Operations Director

E-MAIL: jcrews@tcgeng.com

PHONE NO: 850-244-5800

**EXHIBIT B**  
**GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

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

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

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.

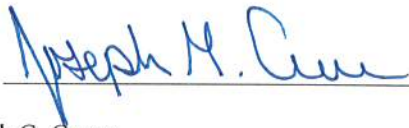
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
15. **Access to Records and Reports:**  
Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**  
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**  
Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information**  
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. **Disputes:** Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

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

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

DATE: 10/19/20

SIGNATURE: 

COMPANY: Constantine Engineering

NAME: Joseph G. Crews

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

TITLE: Operations Director

E-MAIL: jcrews@tcgeng.com

PHONE NO.: 850-244-5800

## Standard Contract Clauses

### Exhibit "C"

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

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

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

**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), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

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

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

### **E-VERIFY**

Enrollment and verification requirements.

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



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

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

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

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

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

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

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

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

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

# *State of Florida*

## *Department of State*

I certify from the records of this office that CONSTANTINE ENGINEERING, is a corporation organized under the laws of the State of Florida, filed on October 23, 2007, effective October 22, 2007.

The document number of this corporation is P07000116119.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 16, 2020, 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 Seventh day of April, 2020*



*Raunel M. Ruc*  
**Secretary of State**

Tracking Number: 7751645343CU

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

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

