

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/28/2022

Contract/Lease Control #: C22-3255-WS

Procurement#: RFQ WS 52-22

Contract/Lease Type: CONTRACT – AGREEMENT

Award To/Lessee: ARDURRA GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/20/2022

Expiration Date: 09/30/2025 W/ 2 (1) YR RENEWAL

Description of: SUBSURFACE UTILITY ENGINEERING SERVICES

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

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

Closed: _____

CC: BCC RECORDS

RFQ WS 52-22

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: _____ Tracking Number: _____

Procurement/Contractor/Lessee Name: ARDURRA GROUP, INC Grant Funded: YES ___ NO X

Purpose: SUBSURFACE UTILITY ENG. SERVICE

Date/Term: 3yrs (2) 1 yr renewal 1. GREATER THAN \$100,000

Department #: 4101 2. GREATER THAN \$50,000

Account #: 534105 / 534307 3. \$50,000 OR LESS

Amount: 650,000.00

Department: WS Dept. Monitor Name: Littell

Purchasing Review

Procurement or Contract/Lease requirements are met:

Amber Hammonds Date: 8/11/22

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____

N/A Date: _____

Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: _____

See Attached Email. Revised Contract Approved Date: 8/11/22

Risk Manager or designee Kristina LoFria on 9/7/22 BY Lydia Garcia

County Attorney Review

Approved as written: _____

Lynn Hoshihara approved. see attached email. Date: 9/8/22

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____

N/A Date: _____

IT Review (if applicable)

Approved as written: _____

N/A Date: _____

C 22-3255-WS

Amber Hammonds

From: Kristina LoFria
Sent: Thursday, August 11, 2022 2:02 PM
To: Amber Hammonds
Subject: RE: Review & Approved Contract - RFQ PW 52-22

Amber,

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

Thank You

Kristy Lofria

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



For all things Wellness please visit:

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

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

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

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

Amber Hammonds

From: Lydia Garcia
Sent: Wednesday, September 7, 2022 2:44 PM
To: Amber Hammonds
Cc: Lynn Hoshihara; Parsons, Kerry
Subject: RE: Review/Approval for RFQ WS 52-22
Attachments: General Service Insurance Requirements W-Professional Liability.docx; Ardurra FY 2023-2025 - STANDARD RATE TABLE w SUE.pdf; 52-22 RFQ WS - Draft_Contract.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

RFQ WS 52-22 is approved by Risk Management for insurances purposes contingent upon incorporating the attached General Service Insurance Requirements with Professional Liability verbiage in its entirety.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

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From: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Wednesday, September 7, 2022 11:28 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lydia Garcia <lgarcia@myokaloosa.com>
Subject: Review/Approval for RFQ WS 52-22

Good morning all –

Please see the attachments for review and approval of the contract.

Thank you,

Amber Hammonds

From: Lynn Hoshihara
Sent: Thursday, September 8, 2022 2:25 PM
To: Amber Hammonds; 'Parsons, Kerry'
Subject: Re: *URGENT* FW: Review/Approval for RFQ WS 52-22
Attachments: 52-22 RFQ WS - Ardurra 9.8.22.docx

Amber,

Attached is the Ardurra contract for subsurface utility engineering services. You'll need to attach the Basis of Compensation, the RFQ and their proposal, and the Federal Clauses.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: Amber Hammonds
Sent: Thursday, September 8, 2022 12:18:38 PM
To: Lynn Hoshihara; 'Parsons, Kerry'
Subject: *URGENT* FW: Review/Approval for RFQ WS 52-22

Good morning Legal Ladies,

I am so sorry to keep bothering you. However, we had a meeting this morning with the WS department and Ardurra to agree on the rates.

This contract must go to the Board Meeting on the September 20, 2022 or we are going to have to extend other contracts.

Thank you again for all your help.

Thank you,
Amber Hammonds
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970
Email: ahammonds@myokaloosa.com



Board of County Commissioners Purchasing Department

State of Florida

Date: August 12, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ WS 52-22

Subsurface Utility Engineering Services for Okaloosa County Water & Sewer

Okaloosa County would like to thank all businesses, which submitted bids for Subsurface Utility Engineering Services for Okaloosa County Water & Sewer. (RFQ WS 52-22)

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:

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

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

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

Respectfully,

**Jeffrey A
Hyde**

Jeffrey Hyde
Purchasing Manager

Digitally signed by Jeffrey
A Hyde
Date: 2022.08.11 15:41:57
-05'00'

**CONTRACT FOR PROFESSIONAL
SUBSURFACE UTILITY ENGINEERING SERVICES**

This Contract is made and entered into this 20th day of Sept, 2022, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Shalimar, FL 32579, and Ardurra Group, Inc., whose principal place of business is at 1988 Lewis Turner Blvd., Unit 3, Ft. Walton Beach, FL 32547 (the "Consultant"), in connection with Okaloosa County Request for Qualifications No. RFQ WS 52-22 and the professional services set forth therein.

WITNESSETH

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, Okaloosa County desires to obtain the professional subsurface utility engineering services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to County continuing professional subsurface utility engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Exhibit A and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder. Mapping services may be performed via Task Order, which shall be issued prior to any work commencing.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

Joseph G. Crews, P.E.

1 CONTRACT: C22-3255-WS
 ARDURRA GROUP, INC.
 SUBSURFACE UTILITY ENG SERVICES
 FOR WATER AND SEWER
 EXPIRES: 09/30/2025 W/2 1 YR RENEWALS

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit A. These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or

- c. The amount of compensation the County is obligated or committed to pay the Consultant.
- 3.2. The County's Representative shall:
- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
 - b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
 - d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
 - e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.
- 3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.
- 3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
- 3.5. For the purposes of this Contract, the County's Representative shall be:

Jeff Littell, Director of Okaloosa County Water & Sewer Department

ARTICLE FOUR TIME

- 4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.
- 4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.
- 4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible

in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Exhibit "A" which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall bill all Sunshine State One-Call of Florida Service monthly.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

**ARTICLE SIX
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

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

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

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are

directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

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

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

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

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

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

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

9.11 The employees and agents of Consultant shall while on the premises of the County, comply with all rules and regulations of the premises.

**ARTICLE TEN
SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE ELEVEN
FEDERAL AND STATE TAX**

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

**ARTICLE THIRTEEN
MAINTENANCE OF RECORDS & PUBLIC RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2 Contractor must comply with the public records laws, chapter 119, Florida Statutes, specifically Contractor must:

- a) Keep and maintain public records required by the County to perform the service.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the

requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Consultant or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Exhibit "B".

ARTICLE FIFTEEN INDEMNIFICATION

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

15.2 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

**ARTICLE SIXTEEN
SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

**ARTICLE SEVENTEEN
REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE EIGHTEEN
CONFLICT OF INTEREST**

18.1. The Consultant agrees to comply with the Conflict of Interest provisions of section 287.057, Florida Statutes, and 2 CFR Part 200, section 200.319. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

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

**ARTICLE TWENTY
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. 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.

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

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

**ARTICLE TWENTY-TWO
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to

the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY-FIVE MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibits A-D. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

25.9 The Scope of Services included in this Agreement include subsurface utility engineering services to locate, verify the location, and mark the location of buried water and sewer assets. There are inherent risks associated with these services, even when performed with reasonable competence. These risks include damage to buried water and sewer assets during the execution of the Scope of Services, damage to buried water and sewer assets following the execution of the Scope of Services, and indirect or consequential damages.

- a. The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar professionals engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required.
- b. CONSULTANT's liability for COUNTY's damages under this Contract will be limited to damages incurred as a direct result of CONSULTANT's failure to mark the horizontal running line of water mains, sewer force mains and gravity sewer mains within the tolerance zone as outlined in F.S. 556.105(5)(b). CONSULTANT shall make reasonable effort to locate and mark water services and sewer laterals to the extent possible with the capabilities and limitations of existing technology and available as-built information. CONSULTANT shall not be liable for damages to water services and sewer laterals unless such liability arises out of negligence or intentional wrongful conduct of the CONSULTANT or other persons employed or utilized by the CONSULTANT in the performance of services under this Contract.

ARTICLE TWENTY-SIX MINORITY/WOMENS BUSINESS ENTERPRISES

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

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

ARTICLE TWENTY-SEVEN PROCUREMENT OF RECOVERED MATERIALS

27.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE TWENTY EIGHT ENVIRONMENTAL AND ENERGY POLICIES

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

28.2 Clean Air Act.

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

28.3 Federal Water Pollution Control Act.

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

ARTICLE TWENTY-NINE FEDERAL SUSPENSION AND DEBARMENT

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

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

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE THIRTY LOBBYING

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

ARTICLE THIRTY-ONE THIRD PARTY BENEFICIARIES

31.1 It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

ARTICLE THIRTY-TWO SEVERABILITY

32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE THIRTY-THREE REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

33.1 The individual signing this Contract on behalf of Consultant represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Consultant's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

SCHEDULE A
BASIS OF COMPENSATION

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

See Attached - Hourly Per Diem Rate Schedule and Standard Rates for
Direct Expenses for Subsurface Utility Engineering Services

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

- a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
- b. Expenses for renderings, models and mock-ups requested by County.

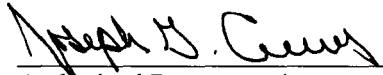
3. Unless approved by the County in advance, reimbursable costs shall not include the following:

- a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
- b. Consultant overhead including field office facilities.
- c. Overtime not authorized by County.
- d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ARDURRA GROUP, INC.



Authorized Representative

Joseph G. Crews

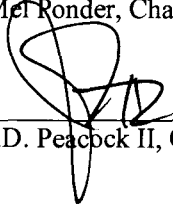
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**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**



Mel Ronder, Chair





J.D. Peacock II, Clerk of Court

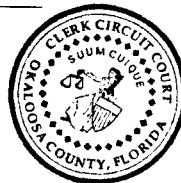


Exhibit A—Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Subsurface Utility Engineering Services

The purpose of this document is to describe Ardurra Group, Inc.’s for the initial 3-year contract period (Fiscal Year 2023 – 2025) compensation and hourly per diem rate schedule for the period.

Compensation

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2, the unit cost for locate ticket type as defined in Table 3. The Hourly Per Diem Rates are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate (\$)	Classification	Hourly Per Diem Rate (\$)
Project Director	239.00	Sr. GIS Analyst	137.00
Program Manager	239.00	GIS Tech II	101.00
Group Leader	239.00	GIS Tech I	83.00
Senior Project Manager / CSM	232.00	Designer III	140.00
Project Manager	199.00	Designer II	119.00
Engineer VI	232.00	Designer I	99.00
Engineer V	219.00	CADD Tech V	114.00
Engineer IV	197.00	CADD Tech IV	108.00
Engineer III	181.00	CADD Tech III	104.00
Engineer II	167.00	CADD Tech II	98.00
Engineer I	126.00	CADD Tech I	93.00
Construction Inspector III	118.00	Admin Assistant IV	100.00
Construction Inspector II	99.00	Admin Assistant III	91.00
Construction Inspector I	87.00	Admin Assistant II	77.00
SUE Supervisor	119.00	Admin Assistant I	66.00
SUE Crew Chief	104.00	2- Man Line Verification Team	236.00
Field / SUE Tech III	95.00	2-Man Manhole Inspection Crew	204.00
Field / SUE Tech II	83.00	1-Man GPR/Locating Crew	179.00
Field / SUE Tech I	72.00	1-Man GPS Crew	150.00

(1) 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.

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

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

Table 2. Standard Rates for Direct Expenses

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

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

Table 3. Standard Rates for SSOCOF Services

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

SSOCOF Positive Response Code	Cost per Ticket (\$)		
	FY 2023	FY 2024	FY 2025
1, 2, 3, or 6, 8	87.00	89.00	91.00
4	28.00	29.00	30.00
5	43.00	44.00	45.00
Split Tickets (Code 1-3 & 8)	88.00	89.00	91.00

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

***** END *****

Exhibit “A”

RFQ WS 52-22 and Consultant’s Response



QUALIFICATIONS FOR
RFQ WS 52-22
SUBSURFACE UTILITY
ENGINEERING SERVICES
OKALOOSA COUNTY WATER & SEWER
July 13, 2022



ARDURRA
COLLABORATE. INNOVATE. CREATE.

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LETTER OF INTEREST



July 13, 2022

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

RE: Statement of Qualifications for Subsurface Utility Engineering Services (RFQ #WS 52-22)

To whom it may concern:

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

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

We are Local, Experienced, and Require No Learning Curve:

Ardurra has been OCWS's SUE/GIS Integrator since 2003 and has been immersed in providing the exact services required under this Request for Qualifications. We fully understand the complexity, challenges, and problems involved in planning and performing the work required under this program and we are prepared to assist OCWS in accomplishing its goals. Our professionals and technical staff provide locating, protection, planning, and mapping assistance to both large and small public and private utilities, educational facilities, as well as to architectural and engineering firms. Our SUE technicians are experienced with the use of ground penetrating radar (GPR) systems, sub-meter global positioning systems (GPS), as well as vacuum and hydro-vacuum excavation methods, to safely locate and identify buried utility infrastructure assets.



1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL, 32547
Ph: 850-244-5800 | www.ardurra.com



Ardurra has been providing SUE services to OCWS since 2003 - there will be no learning curve, and we can hit the ground running.



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



Ardurra has local staff, available 24/7, and ready to respond to any SUE or GIS need at a moment's notice.

Proven Project Delivery: The Ardurra team has successfully delivered over 300 individual SUE, GPS mapping, pipeline/manhole assessments, and full GIS merger projects. Our approach is to deliver the requested deliverables to the County through a continuous communications protocol. We follow a rigorous quality assurance/quality control program for every Ardurra project. With the implementation of our proven project delivery processes, we have been able to ensure the highest level of quality and timely project delivery.

Local Office with Committed Staff: Ardurra has an office just minutes from OCWS. This office is fully staffed in order to provide the County with a highly responsive team available at a moment's notice. The contact for this contract will be:

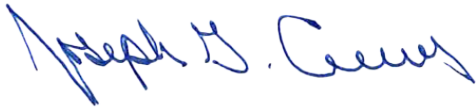
Joey Crews, PE, Program Manager

Phone: 850-244-5800; Email: jcrews@ardurra.com
1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL 32547

We appreciate the opportunity to be considered for this contract and stand committed to assist you in the success of this program. As the best team to make this program and all the projects within it a success, we stand ready to serve OCWS in achieving their goals.

Sincerely,

ARDURRA GROUP, INC.



Joseph G. Crews, PE
Practice Director



PAST ACCOMPLISHMENTS



2 PAST ACCOMPLISHMENTS

EXPERIENCE & EXPERTISE

Ardurra Group, Inc. (Ardurra) began providing subsurface utility engineering (SUE) services to Okaloosa County since 2003. Ardurra's professionals are experienced and have the equipment to perform SUE, including locating, verification, data acquisition, and mapping of buried conductive and non-conductive utilities.

Unlike other firms who only focus on performing just potholes for DOT projects, Ardurra is staffed and experienced to provide ALL the services requested in this RFQ. We have full time staff and equipment already in place and familiar with Okaloosa County. Ardurra is an Engineering led company with practical utility design and operations knowledge. This knowledge and understanding of how Underground Utilities are constructed is carried into our ability to locate and map the exact locations with the highest level of completeness.

Services that Ardurra SUE staff provides include physically locating underground infrastructure, verifying the location, ticket management, database storage, management, and updates; and mapping and line locating services for Sunshine State One-Call of Florida.

UTILITY LOCATES & MAPPING

For almost two decades, OCWS has trusted Ardurra to independently manage all Sunshine 811 activities. This includes ticket management, field services, response submission, DIRT reporting, emergency response and service area updates to the Sunshine 811 call center.

Technicians have more than 70 years experience performing asset protection locating for Okaloosa County, conducting more than 130,000 locates with minimal damage incidents (.03%) attributable to error or omission by Ardurra's SUE staff.

We have mapped and located 98 % of all OCWS utilities over the past 19 years. Our SUE crews and GIS specialist have over a combined 70 years of experience directly managing and performing line locates, utility verification and mapping, and GIS data management.

GIS & DATABASE MANAGEMENT

Our GIS specialist and technicians have performed a wide range of GIS services for the purpose of documenting and determining existing system conditions, future system needs, costs/benefit analysis, prioritization and procedures for capital improvement project implementation, project tracking with real-time updates, and for many other purposes.

For example, for the City of Venice Water Main Replacement Program, we developed an ArcGIS database and supporting applications for collecting and storing field data, property agreements, permits and other relevant information. Web based dashboards were developed to track construction progress, with varying permissions for City staff and residents. As construction progresses, Ardurra's inspector enters data via a mobile app on a cell phone or tablet, which automatically populates the database and changes the status on the dashboards. At the end of the project, the contractor's GIS As-Built data is incorporated into the database, which then serves as a repository for all relevant information on the project and can be incorporated into the City's utilities GIS system.

Ardurra has provided similar GIS services to a number of clients in the Southeast:

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

PREVIOUS EXPERIENCE

Ardurra has provided SUE services to clients across the SE United States to locate and map buried assets. We have also coordinated with the clients' GIS departments to update their utility infrastructure GIS maps to reflect the location of these buried assets. A select portion of these projects is shown on the table below and on the following pages.

PROJECT & CLIENT	DATES OF SERVICE	UTILITIES LOCATED						SUE SERVICES				MAPPING	
		AT&T FIBER	WATER LINES & APPURTENANCES	SEWER LINES & APPURTENANCES	GAS LINES	ELECTRIC UTILITIES	MISC COMMUNICATIONS	QUALITY LEVEL A	QUALITY LEVEL B	QUALITY LEVEL C	QUALITY LEVEL D	GIS / CAD INTEGRATION	SURVEYING
Pensacola Christian College, Pensacola, FL	2016	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Emerald Coast Utilities Authority, Escambia County, FL	2012 - Ongoing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
City of Pensacola, Escambia County, FL	2013 - Ongoing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
City of Mobile & Mobile County, AL	2018 - Ongoing			✓				✓	✓	✓	✓	✓	
Sacred Heart Children's Hospital, Escambia County, FL	2016	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓
ACE Engineering, NAS Whiting Field, Corry Station, NAS Pensacola, Santa Rosa County, FL	2015 - Ongoing	✓	✓	✓	✓	✓	✓		✓	✓	✓		
Seascape, Walton County, FL	2018 - Ongoing		✓	✓				✓	✓	✓	✓	✓	✓
City of Warner Robins, Houston County, GA	2018		✓	✓					✓	✓	✓	✓	
Augusta Utilities, Richmond County, GA	2013 - Ongoing		✓	✓				✓	✓	✓	✓		
JEA, Jacksonville, FL	2016	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SUE & 811 Services, Okaloosa County Water & Sewer, FL	2004 - Ongoing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
SUE Services, Okaloosa Gas District, FL	2018 - Ongoing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
American States Utility Services, Eglin AFB, FL	2018		✓	✓					✓	✓	✓	✓	
SR 16 Utility Adjustment SUE, St. Johns County, FL	2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Marsh Landing WWTP Reclaimed Water Main, St. Johns County, FL	2020	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Taxiway H Fire Main Installation, Eglin AFB, FL	2017	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
High Pressure Industrial Water Project, NASA Stennis Space Center, MS	2011-2014	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Arbennie Pritchett WRF, Okaloosa County, FL	2006 - 2019	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Greywater Reuse Tank & Distribution System Project, Hurlburt Field, FL	2013	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Water, Stormwater, and Wastewater System Mapping, Perry, GA	2011-2017		✓	✓					✓	✓	✓	✓	
Gulf Power SUE Services, Pensacola, FL	2012-2018	✓	✓	✓	✓	✓	✓		✓	✓	✓		
The Fikes Companies/CEFCO, Northwest FL to Southeast AL	2015 - Ongoing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cambridge Greens Septic to Sewer, Citrus County, FL	2021 - Ongoing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓

OCWS Subsurface Utility Engineering Services

Okaloosa County Water & Sewer, FL

Our team provides GPR locating of Okaloosa County Water and Sewer's (OCWS) 70 square-mile service area as their designated contract locator for all Sunshine 811 requests. Since 2005, Ardurra's SUE team has managed Sunshine 811 services for OCWS by **responding to more than 130,000 locate requests**. This effort ensures that OCWS staff can perform construction, pipeline installation and maintenance with minimal impact to their schedule resulting from damaged utilities. Our GIS staff has worked alongside Okaloosa County Information Systems and OCWS GIS for over a decade to compile and merge data to produce an accurate representation of OCWS assets.

Additionally, we perform GPR locating and vacuum excavation of water and wastewater infrastructure, **verifying approximately 800 miles of pipeline to date**. During excavation, we perform condition assessments of above and below ground assets and inform OCWS when further investigation is warranted.



We utilize GPS equipment to collect data on all located pipeline and surface features (more than 11,000).

Our team coordinates updates to the geodatabase with OCWS GIS staff. Our GIS staff is performing edits and merging asset data from multiple feature classes to create an accurate depiction of OCWS maintained assets for use by all Okaloosa county departments.

DATES OF SERVICE

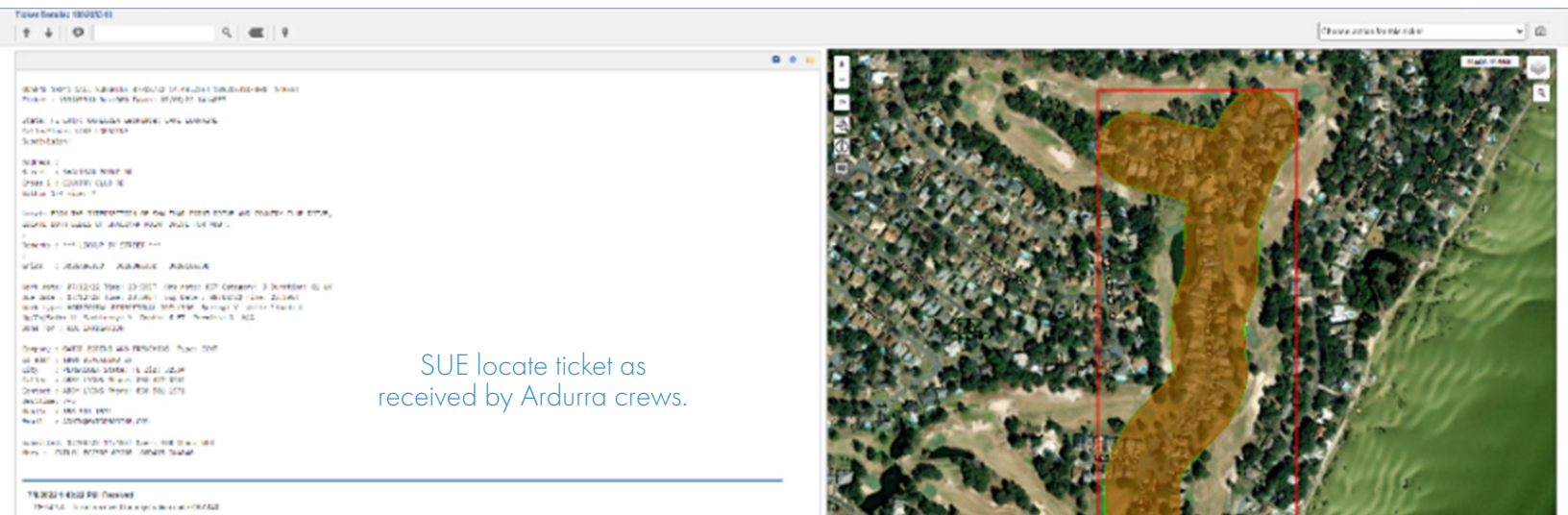
2003- Current

TEAM

- Joey Crews - Project Manager
- Chris Crawford - SUE Manager
- Jim Kizer - Client Service Manager
- Warner Hill - SUE Tech
- Jimmy Cox - SUE Tech
- Bill Richeson - SUE Tech
- Paul Redman - SUE Tech
- Tyler Smith - SUE Tech

CLIENT REFERENCE

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



SUE locate ticket as received by Ardurra crews.

Seascape Resort Potable Water System Mapping

Seascape Resort - Walton County, FL

Since little information was available on the location and condition of Seascape’s potable water system, during the first phase Ardurra was tasked with providing utility maps of the entire potable system, including isolation zones. Ardurra used GPR locating to identify pipeline and possible valve locations and vacuum excavation to identify isolation valves located below grade. We collected location data using GPS equipment while our GIS staff created a file geodatabase (FGDB) for use in asset storage and map production. Once data was uploaded, we produced isolation guide maps and an overall system map. The next phase of work involved performing vacuum excavation on all pipeline for condition assessment and asset attribute inventory.

DATES OF SERVICE

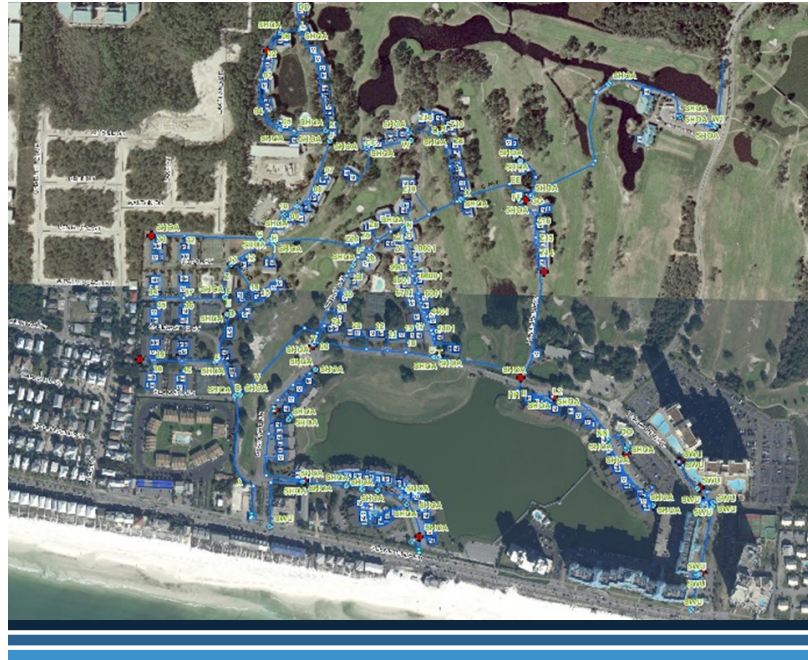
2018- Current

TEAM

Joey Crews - Project Manager
 Chris Crawford - SUE Manager
 Paul Redman - SUE Tech
 Tyler Smith - SUE Tech
 Warner Hill - SUE Tech

CLIENT REFERENCE

Seascape (HOA Management - Virtuous Management), FL
 Danny Lightfoot, HOA Manager
 Ph: 850-269-0122
 E: DannyL@virtuousmg.com



Okaloosa Gas Miscellaneous SUE Services

Okaloosa Gas District, FL



Since 2017, Ardurra has performed Quality Level A, B, C, and D SUE services for various projects for the Okaloosa Gas District. In 2022, Okaloosa Gas tasked Ardurra with providing locating services for all residential and commercial gas service installations performed by OGD. Using GPR, electromagnetic locating equipment, hand and vacuum excavation equipment, Ardurra identifies, interprets, verifies and field marks utilities to the limits available using the locating equipment and the existing information and data in accordance with ASCE Standards.

TEAM

Joey Crews - Project Manager
 Chris Crawford - SUE Manager
 Warner Hill - SUE Tech
 Jimmy Cox - SUE Tech
 Bill Richeson - SUE Tech
 Payton Roberts - SUE Tech

DATES OF SERVICE

2017- Current

CLIENT REFERENCE

Okaloosa Gas District
 Eddie Springle, Vice President
 Ph: 850-729-4700
 E: eddiespringle@okaloosagas.com

SUE Services for the Campus Chilled Water Loop

Pensacola Christian College, FL



Ardurra performed SUE services associated with the locating and identifying of assets within the project boundary area along the existing chilled water loop on Pensacola Christian College (PCC) campus. The purpose of the project was to enable PCC's Engineer on retainer, to provide a 90% design for an upgraded chilled-water system loop to accommodate the infrastructure growth within the campus by identifying actual conflict utilities within the 60% design.

Ardurra performed an initial, noninvasive investigation of approximately 1 mile of pipeline using GPR and electromagnetic locating equipment to identify previously unaccounted for all utilities within the project area, as well as verify the horizontal running line of utilities marked using Sunshine 811 services.

Ardurra provided ASCE Quality Level A verification data for more than 100 utilities through utility verification using vacuum excavation. More than 50 Level A verifications were performed on

utilities located under pavement. When required, a 2' x 2' cut was made in the pavement prior to performing the vacuum excavation. Upon completion of the Level A verification, compaction of the undersurface and pavement repairs were made to minimize impact to normal campus activity. All locations were marked with APWA Uniform color-coded water-based paint and flags, when known, per ASCE Standard Level B. Offsets were provided for each Level A verification, as well as GPS coordinate data.

Ardurra coordinated efforts with PCC's Engineer and Surveyor, to conduct a field data survey, ensure survey accuracy, and incorporate SUE findings into the final design drawings. This was accomplished through meetings, on-site field collaboration, and final drawing review.

DATES OF SERVICE

2016

TEAM

Joey Crews - Project Manager
Chris Crawford - SUE Manager

CLIENT REFERENCE

Pensacola Christian College
Dan Moye, Director of Facilities
Ph: 850-969-1610
E: dmoye@pcci.edu

SUE Services for the State Road 16 Utility Adjustments

St. Johns County Utility Department, FL

Ardurra provided professional Subsurface Utility Engineering Services for St. Johns County (SJC) for existing utility marking and verification and appropriate surveying and mapping services to supplement existing survey data previously obtained for an FDOT project in support of the preparation of plans for the construction of utility adjustments.

Ardurra performed Quality Level B SUE services using ground penetrating radar(GPR) to positively identify, interpret, and field mark utilities to the limits available using the locating equipment and the existing information and data in accordance with ASCE Standards.

Ardurra also performed Quality Level A SUE services using ground penetrating radar(GPR), hand and vacuum excavation equipment to positively identify, interpret, verify, and field mark utilities to the limits available using the locating equipment and the existing information and data in accordance with ASCE Standards.



Utilities marked included:

- PVC pipe noting depth from top of pipe to top of utility, diameter, and type of utility in unpaved rights-of-way.
- Access gravity sewer mains and storm drains using existing manholes. Ardurra verified the pipe diameter, material, and invert top depths of the pipe.
- Utilities located in asphalt roadway were verified by cutting and removing a section no larger than 2'x2' in size.

Additionally, Ardurra provided Surveying and Mapping services to locate and identify visible fixed improvements, surface features, and other elements within the limits of the project that may influence the design and permitting considerations of the project to include site improvements, trees, utilities, ground surface elevations, physical features and other information concerning existing infrastructure.

DATES OF SERVICE

2021

TEAM

Chris Crawford - SUE Manager
 Warner Hill - SUE Tech
 Paul Redman - SUE Tech

CLIENT REFERENCE

St. Johns County Utility Department
 Sam Schlessinger, Utilities Engineer
 Ph: 904-209-2643
 E: sschlessinger@sjcfl.us

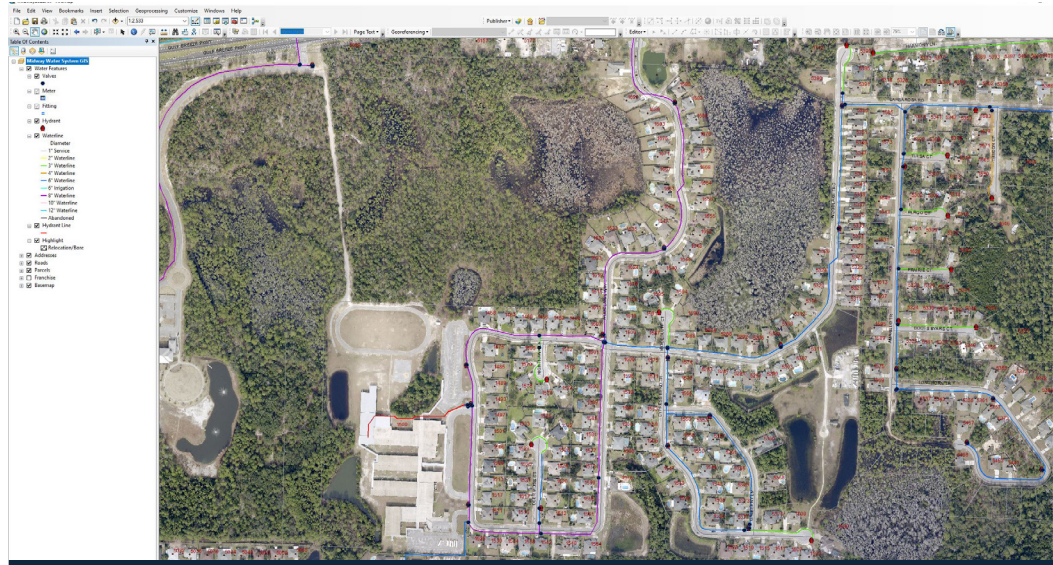


Midway Water System GIS Database Management

Midway Water System Inc. - Santa Rosa County, FL

Our GIS staff produced a File Geodatabase (FGDB) containing the entire Midway Water System (MWS) assets from existing shapefile data, paper as-built drawings and AutoCAD/survey data. Our team digitized all paper drawings and compiled them into a central file for use in the database. We created an FGDB and imported existing shapefiles as foundational data. We then geo-referenced the digitized drawings for use in feature creation and editing. We imported and converted all AutoCAD and survey data to feature classes. Using this combination of data, we were able to produce an accurate depiction of the system without performing any field services. We assisted in the deployment of the FGDB to all MWS employees, including field and office personnel.

Our staff produced printed maps for use by MWS staff, as well as 3' x 7' system wall maps. Currently, we are performing updates to the database as new developments are added to the water system.



We are also creating online capabilities using ArcGIS Online to allow Midway staff to access the database from any device with Internet connectivity. Our GIS and IT staff work together to store and maintain the FGDB on Ardurra's GIS server.

DATES OF SERVICE

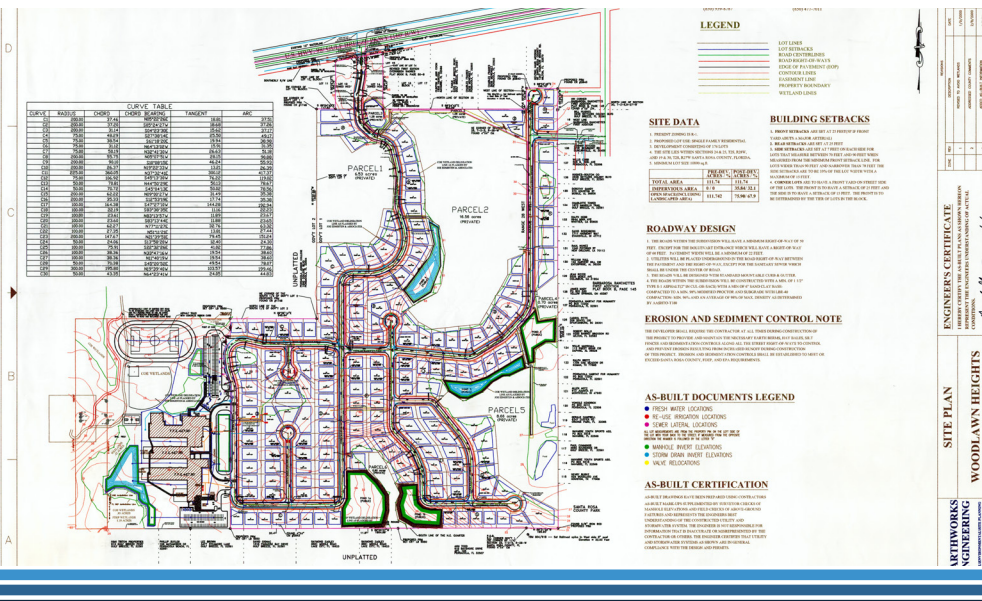
2017 - Current

TEAM

- Joey Crews - Project Manager
- Chris Crawford - GIS Manager
- Jim Kizer - QA/QC Manager

CLIENT REFERENCE

Midway Water System, Inc.
 Mike Bobick, Maintenance Director
 Ph: 850-791-0719
 E: mbobick@midwaywater.com



Eastside-Westside Sewer Interceptor

City of Albany, GA



Ardurra was part of the Design-Build team implementing \$15M in rehabilitation improvements to the City of Albany’s primary sewer interceptor. The purpose of the project was to provide a condition assessment of the sanitary sewer manholes and trunk main in order to identify deficient assets. The project included field evaluations of over 100 sanitary sewer manholes and approximately 6.2 miles of sewer main pipe. Ardurra conducted the manhole inspections in accordance with NASSCO PACP Level 1 procedures which included visual inspection of the manhole components as well as documenting dimensional information. A third-party firm utilized a combination of CCTV, sonar, and laser technology to analyze the trunk main.

The information collected during the field investigations identified significantly deteriorated manholes and sewer pipe. The field data was then used to develop a rehabilitation program which included manhole lining using Spectrashield as well as cured in place pipe (CIPP) lining of the piping system. The pipe sizes ranged from 24” to 54” in diameter and included challenges such as access issues and heavy blockages within the pipes.

DATES OF SERVICE

2018

TEAM

Chris Crawford - GIS Manager

Jim Kizer - QA/QC Manager

CLIENT REFERENCE

City of Albany, GA

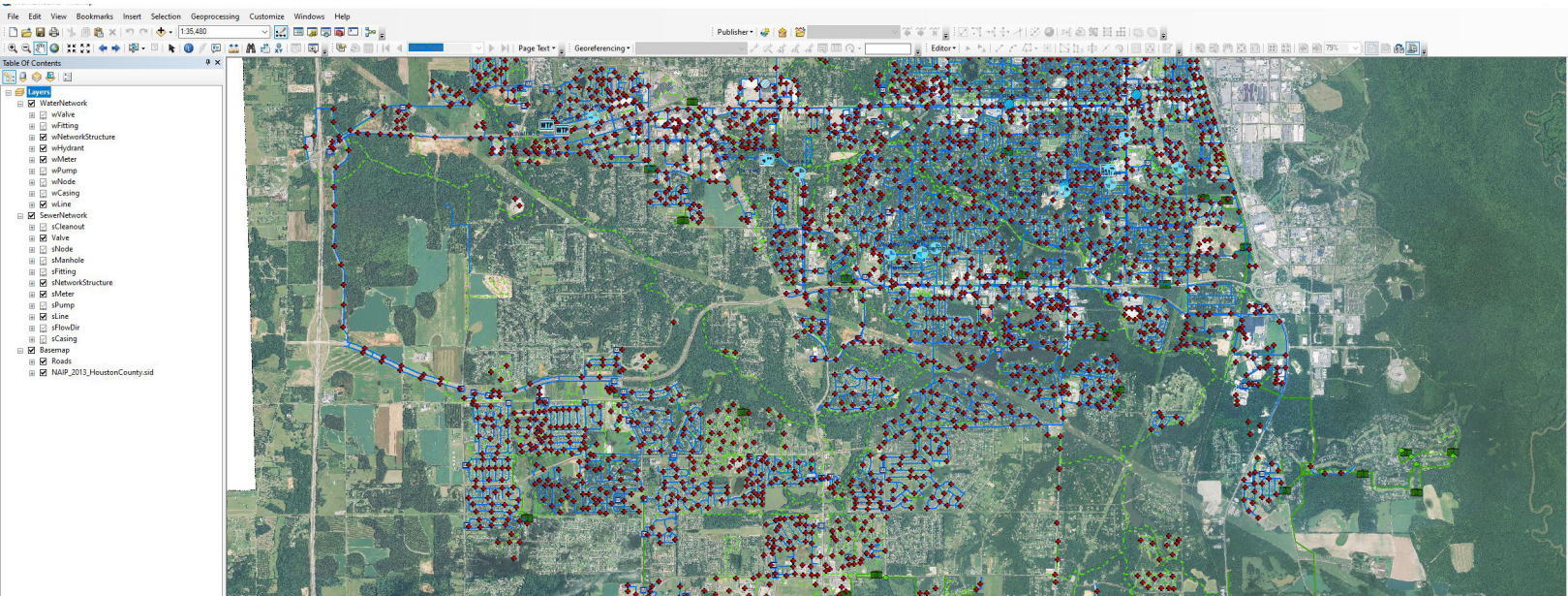
Bruce Maples, Engineering Director

Ph: 229-883-6955

E: kmaples@albanyga.gov

Water & Sewer Mapping Conversion

City of Warner Robins Utilities Department, GA



Ardurra's staff developed a Geographic Information System (GIS) for the City of Warner Robins Utility Department, located in Houston County, GA, by converting existing AutoCAD record drawings and annotation into a file geodatabase (FGDB). For this project, Ardurra provided the following services:

- Performed ASCE quality Level D SUE services to determine the schema, or a design structure providing a logical classification of database objects
- Using ESRI ArcMap, developed a GIS geodatabase from the existing survey data and system documents (as-builts, AutoCAD drawings, manhole inspection sheets, etc.)
- Created a point, line or polygon spatial feature within the geodatabase for each asset type found in the City's water and sewer system, including:

- Over 940 miles of pipeline (mains & services)
- 8,455 valves
- 34 tanks and wells
- 2,838 hydrants
- 41 pump stations
- 9,655 manholes

- Created and populated attribute tables for each feature based on AutoCAD layer information and annotation (water type, material, diameter, year installed, etc.)
- Reduced storage capacity requirements while maintaining attribute integrity with the creation of domain coded values
- Created easily recognizable symbols for each feature based on industry standards
- Published schema, dataset and domain coded-value documentation for City staff to reference when using and updating the GIS system

The City of Warner Robins Utility Department now uses the GIS to facilitate operations, management and planning for the utility.

DATES OF SERVICE

2019

TEAM

Chris Crawford - GIS Manager
 Jim Kizer - QA/QC Manager

CLIENT REFERENCE

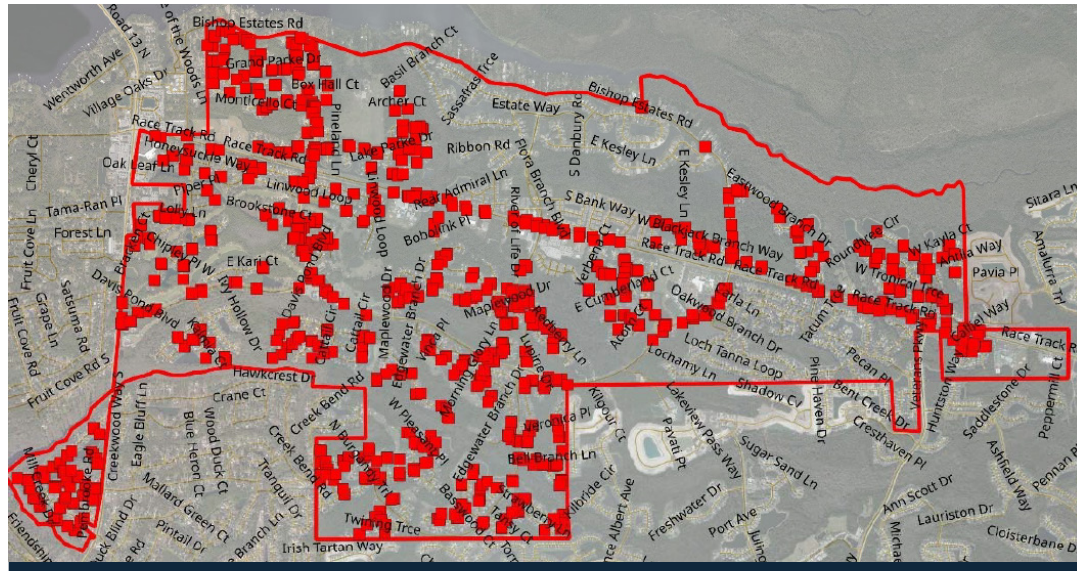
City of Warner Robins Utility Department, GA
 Montie Walters, Director of Utilities
 Ph: 478-808-2880
 E: mwalters@wrga.gov

Julington Creek Drainage Study

St. Johns County Public Works Department, FL

Julington Creek is an area of northern St. Johns County, FL. Homeowners in the area expressed concern about failing underdrains in the neighborhoods resulting in cracked driveways and soil erosion. Failure of these underdrains could result in localized flooding, curb and gutter failure, sidewalk failure, yard subsidence, and asphalt failure. Ardurra was retained to inspect the underdrain and storm drainage system in this area and develop a prioritized maintenance plan including a replacement schedule for the failing underdrains and storm assets that required maintenance. The area storm drain inlets were inspected, along with cross drains, ditches, and ponds that serve as part of the storm system for St. Johns County (SJC).

Ardurra utilized the ArcGIS online platform and Collector software and employed the Survey 123 program to gather cross drain information based on a recently completed survey form and workflow used in the SJC Public Works Department. The workflow was then modified so that a known asset was identified in the Collector software online, and then selected for an inspection in Survey 123. This proved useful because the original assets were not modified, but each inspection was recorded as a separate point record and saved the Asset ID and Globally Unique Identifier (GUID) for existing assets. As a result, the inspection record and original asset could be tied together with these identifiers. Several iterations were required to generate a form that was sufficient to gather all required information. This resulted in multiple copies of the asset database, requiring extensive manual reconciliation at the end



of the data collection process. Future data collection efforts would not require this extensive data reconciliation effort because the workflows and platforms have been established by this project.

Ardurra staff spent approximately 3 months conducting field investigations of storm assets. They performed a drive-through survey of each area looking for storm assets and potential underdrains that were not currently mapped and visit each storm structure and record its overall structural and functional condition. Crews inspected any underdrain route for signs of failure with a qualitative assessment of severity. At the end of data collection, all of the various sources were downloaded and grouped based on functional category for inlets, cross drains, underdrains, ponds, ditches, and junction boxes.

Ardurra develop a computer program to rank the assets based on the field assessment information and a prioritized replacement schedule for each asset class based on the ranked score.

Approximately 3000 inspection points were recorded, with approximately 344 being indicated as being in Poor condition or in some need of repair. Additionally, Ardurra developed an order-of-magnitude cost estimates for the prioritized replacement of each asset class.

DATES OF SERVICE

2019

TEAM

Chris Crawford - GIS Manager

CLIENT REFERENCE

St. Johns County Public Works Department

Greg Caldwell, Assistant Director

Ph: 904-209-0266

E: gcaldwell@sjcfl.us

FIRM'S QUALIFICATIONS



3 FIRM'S QUALIFICATIONS

SOUND REPUTATION & HIGH LEVEL OF COMPETENCE

Ardurra has demonstrated prompt and high-quality services to OCWS on multiple occasions through the SUE and GIS services we have provided to you for almost 20 years .

Subsurface Utility Engineering Expertise: Ardurra (formerly Constantine Engineering) provides ongoing subsurface utility engineering (SUE) services, including GIS mapping and line locations, for the OCWS water and sewer systems, and for utilities at Eglin AFB and Hurlburt Field (including OCWS infrastructure located on-base). Ardurra receives and process ticket requests for line locates; schedules field crews; locates, marks and photographs buried water and sewer infrastructure; and updates OCWS' GIS mapping databases. Since 2005, this program has reduced the County's exposure to thousands of dollars' worth of unnecessary repairs resulting from incorrectly marked utilities. The following table summarizes the results of these services.

Total Pipeline Verified & Collected: 848 miles	Water Main	519 miles
	Gravity Sewer & Force Main	329 miles
Total Surface Features Collected: 10,188	Water (Meters, Hydrants, Valves)	7,459
	Sewer (Manholes, Valves)	2,729

GIS & Mapping Experience: In addition, Ardurra has completed a GIS merge project to provide a more accurate database by removing unverified data and replacing it with available field verified data for the entire OCWS service area. An estimated 687 miles of pipeline was spatially conformed with the most current attribute data during this project.

CONSISTENT REPEAT BUSINESS

Okaloosa County History: Ardurra has been awarded over 150 task orders with Okaloosa County. We have made no request to increase our budget due to project overruns or errors by Ardurra. Any increases were at the request of the Client for changes or additions to the original scope. These projects were completed on-time and within the budget. Many times, our team has been able to work within the original contract value and perform additional tasks to assist OCWS as needed. This represents our ability to be efficient in our services and avoid unnecessary expenses to the project. An example of our diligence to provide our clients with valued engineering services and to meet project completion deadlines was seen in the delivery of the original AP WRF project. The project was completed approximately four months ahead of the original schedule and delivered under budget with a \$1M savings to Okaloosa County.

We know your utility infrastructure and strive to protect it daily, as noted in our 99.99% locating accuracy. We Know Your Utilities.

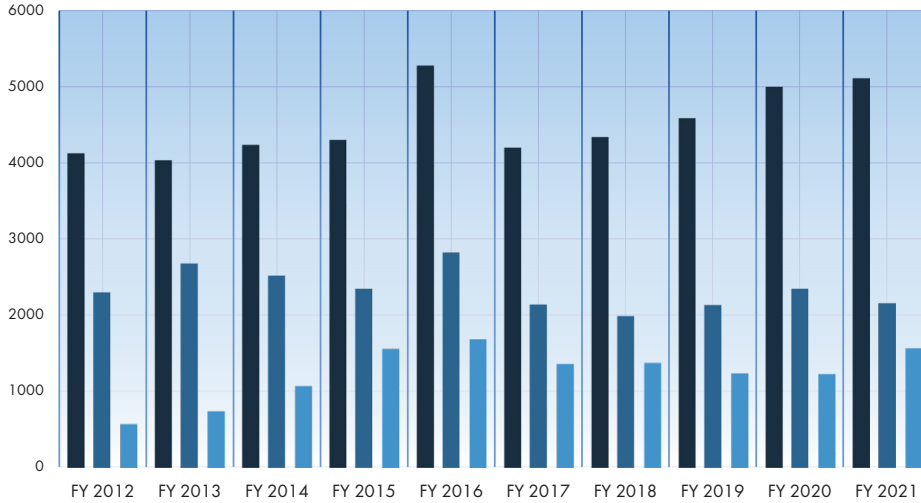
THERE WILL BE NO LEARNING CURVE !!

OCWS and Florida Sunshine State One

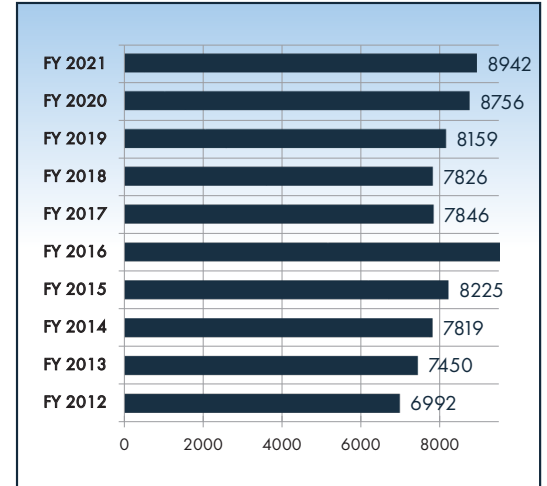
Call History: Protecting buried water and sewer infrastructure from damage by nearby construction activities is a challenge for any utility. OCWS trusts Ardurra to completely manage all field location and marking services in compliance with Florida One-Call requirements. Ardurra's staff has developed automated routines for receiving Florida One-Call locate tickets via e-mail and issuing locate work orders to field crews. *Our field crews have more than 70 years combined experience locating, marking and documenting the position of buried assets in Okaloosa County.* Since 2005, we've conducted over 130,000 line locates for OCWS, with an overall accuracy rate over 99.999%. OCWS, with fewer than two dozen "misses", resulting in an accuracy rate over 99.999%. with almost zero incidents (0.0003% of all tickets since 2012) that were attributed to errors or omissions by Ardurra's SUE staff.

OCWS has trusted Ardurra's experienced SUE technicians and engineers to completely manage all field location and marking services in compliance with Florida One-Call requirements for nearly 17 years.

OCWS SSO CF Annual Totals

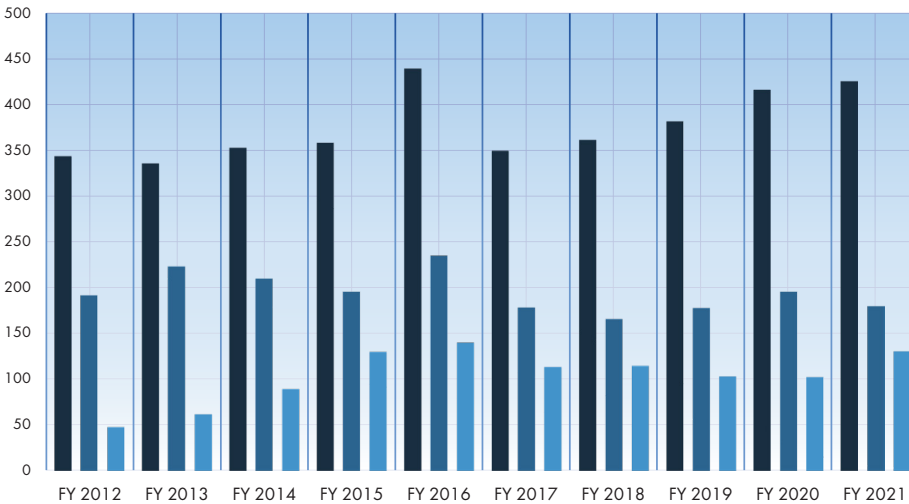


OCWS SSO CF Annual Totals

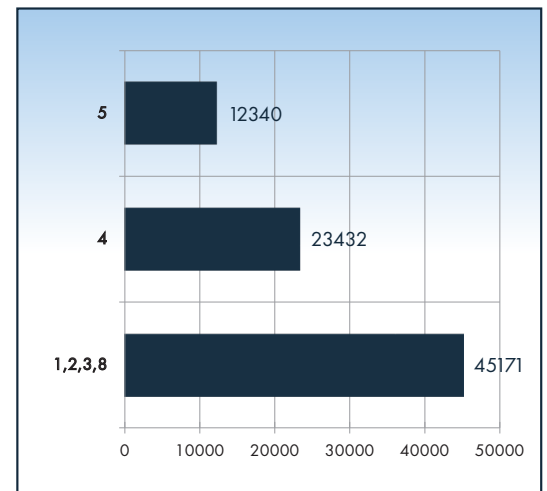


Our staff routinely responds to more than 7,000 locate request ticket per year for OCWS.

OCWS SSO CF Monthly Averages



OCWS Ticket Type Totals



AVAILABILITY AND ADEQUACY OF SYSTEMS, SOFTWARE, AND EQUIPMENT

Ardurra has worked with multiple clients in the development or improvement of their geodatabase. Our GIS staff has created and populated multiple geodatabases of assets using existing shapefiles, newly collected GPS and CAD data, and georeferencing paper as-built drawings to create spatially accurate representations of the client's entire utility system. To date, Ardurra has captured and incorporated over 1.5 million utility reference points. Our staff has created custom symbology based on client preferences and produced field deployable maps. Asset data is typically stored using AutoCAD and our GIS staff convert the data, including all annotation and attribute data, into the geodatabase.

Ardurra uses the latest version of Autodesk AutoCAD Civil 3D to produce technical drawings and survey data. This allows the product to be converted to the client preferred version. Ardurra also incorporates ESRI ArcGIS into our data process. Our GIS and AutoCAD technicians ensure the data is produced in the clients preferred format or projected coordinate system as outlined in the project scope to enable seamless data integration between AutoCAD and ArcGIS when producing deliverables.

Ardurra has a range of data investigation, verification, and collection equipment that is used along with post-processing against the Continuously Operating Reference Stations (CORS) for accuracy assurance.

Ardurra owns the following equipment, which are located in our Fort Walton office and will be used for your projects:

- Two (2) truck-mounted VacTron EV-150 vacuum excavators
- Vehicle fleet including four (4) City Express vans, F150, 2500, 3500, and Ram 1500 trucks
- Five (5) MALA Easy Locator GPR units
- Metrotech 810 Vivax Rycom Goldak Utility Wire Cable Pipe Locator
- Two (2) Fisher M-97 Metal Detectors
- ESRI ArcGIS suite (multiple licenses), including ArcMap, ArcCatalog, ArcGIS Online, ArcGIS Pro and ArcPad
- Trimble Geo 7X with Trimble TerraSync Centimeter Edition software and Zephyr Model 2 antenna
- EnviroSight Quickview AirHD wireless pole camera
- RIGID NaviTrack Scout locator and transmitter
- Trimble Catalyst DA2 Receiver
- Truck mounted McLaughlin VSK30-500 Vacuum Excavator.

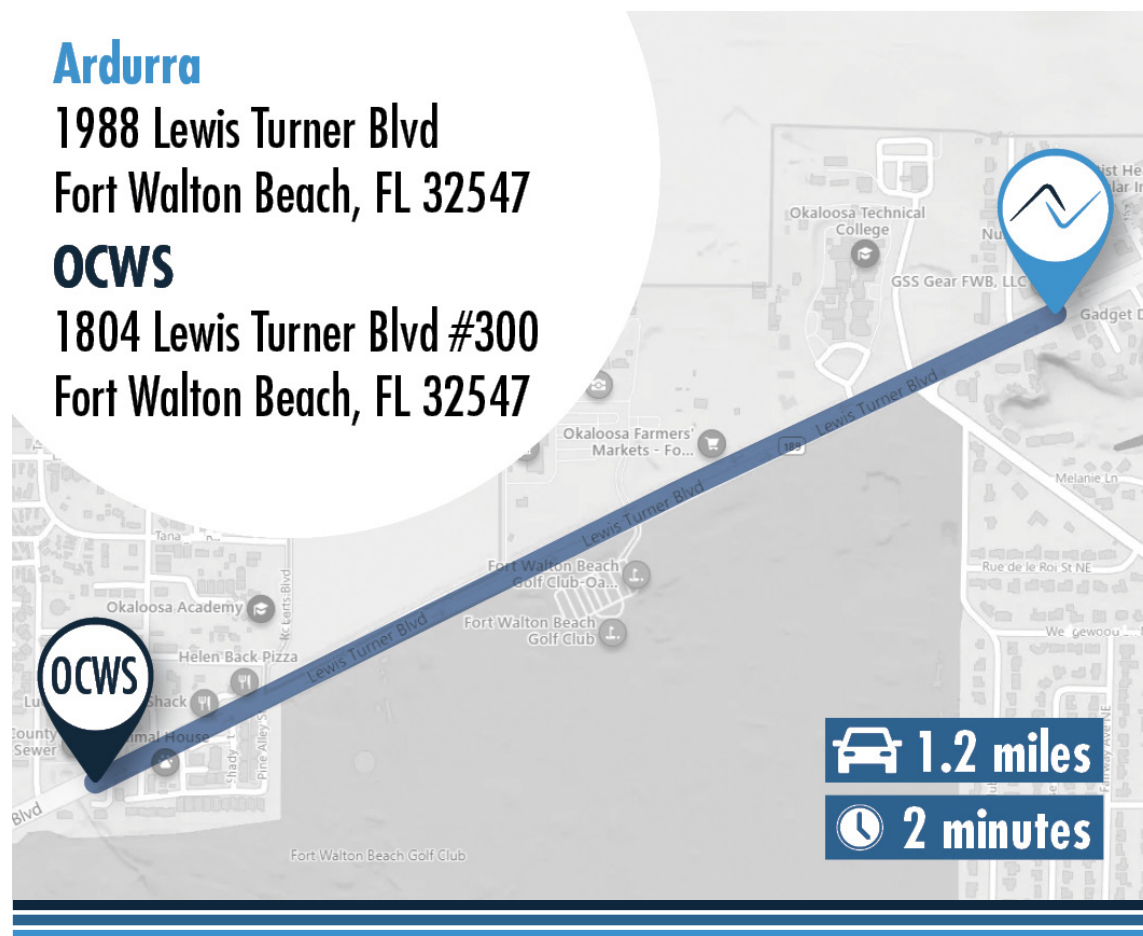


ADEQUATE PERSONNEL

Uniquely Qualified Team: This team is uniquely qualified for this project because of their previous experiences with OCWS and specifically with providing SUE and One-Call response services for OCWS since 2005:

- Since 2007, **JOEY CREWS** has served as the Project Manager for Ardurra's SUE services to OCWS. He works daily with Chris Crawford to ensure that adequate staff and resources are available to support the County's needs, coordinates with OCWS to address specific issues or needs that they may require services from Ardurra, and performs all project management services. He will continue to serve in this roll in any future assignment.
- **JIM KIZER** has served as the project manager or principal in charge of Ardurra's SUE services to OCWS since 2003. He completely understands the requirements to successfully delivery these services and will continue to support and guide Ardurra's technical and professional staff.
- SUE and GIS Manager **CHRIS CRAWFORD** has provided on-going SUE, GIS mapping, and line locates for OCWS since 2005. He has managed the mapping of over 848 miles of pipeline and over 10,000 surface features in Okaloosa County alone.

Local Staff with Relevant Experience: Ardurra's team for this project includes local and widely recognized subject matter experts, project managers, and support staff, with Okaloosa County experience. This local presence enables us to remain nimble and available to support any of OCWS's needs under this contract. This, along with our institutional knowledge of OCWS infrastructure, will serve as a support to OCWS for years to come.



Our offices are located within minutes of OCWS offices and with easy access to any site in need of utility locating services.

PERFORMANCE ASSURANCE



4 PERFORMANCE ASSURANCE

QUALITY ASSURANCE / QUALITY CONTROL PROCEDURES

It is Ardurra's philosophy that all team members are responsible for the quality of the products being produced. As such, we foster an atmosphere of continual quality control. The Ardurra team will conduct formal internal quality control reviews of each deliverable prior to submittal to the County.

For every line located ticket our technicians take multiple photographs documenting the line location services. We save these photographs on our computer server for ever so that if there is damage to the buried asset, Ardurra and the County can identify the cause for any damages.

STANDARD OF CARE

The standard of care applicable to Ardurra'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. Ardurra warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, standard operating procedures and regulations, as amended at the time said services are performed.

ARDURRA'S APPROACH TO SAFETY

Ardurra's commitment to safety starts with the tenet that all accidents are avoidable through proper planning and risk mitigation. Proper planning helps to recognize potential hazards, inherent with certain tasks, and identifies risk mitigation strategies before the work begins.

To help avoid risks, Ardurra empowers everyone with Stop Work Authority for safety concerns. More than just See Something Say Something, anyone can stop work on a project to address an unsafe situation. Knowing that safe projects avoid insurance claims, and lost time due to injury, Ardurra's focus on safety also helps maintain schedule and control costs. Our Zero Tolerance for Accidents approach recognizes that accidents will happen but that they are not acceptable. These commitments by Ardurra are designed to not only protect our workers but also the general public in whose communities the projects are implemented.

WORK SAFETY



Safety Training



Tools Knowledge



Experience



Safety First



Regulations



Insurance



Health



Protection

HISTORY OF MEETING BUDGET AND SCHEDULE

Ardurra has been providing SUE and Florida Sunshine One-Call services to the Okaloosa County service area on time and within budget since 2003. The following table demonstrates our ability to meet budget and schedule in our recent SUE, Mapping, and Locating projects.

PROJECT	CLIENT BUDGET	FINAL COST	SCHEDULED COMPLETION	ACTUAL COMPLETION
2012 OCWS Utility Line Locating	\$365,000	\$364,377	Sep-12	Sep-12
2012 OCWS Mapping/SUE Services	\$395,000	\$383,474	Sep-12	Sep-12
2013 OCWS Utility Line Locating	\$375,000	\$373,517	Sep-13	Sep-13
2013 OCWS Mapping/SUE Services	\$400,000	\$265,999	Sep-13	Sep-13
2014 OCWS Utility Line Locating	\$420,000	\$425,852	Sep-14	Sep-14
2014 OCWS Mapping/SUE Services	\$200,000	\$115,537	Sep-14	Sep-14
2015 OCWS Utility Line Locating	\$460,000	\$445,617	Sep-15	Sep-15
2016 OCWS Utility Line Locating	\$565,000	\$534,074	Sep-16	Sep-16
2016 OCWS Mapping/SUE Services	\$125,000	\$72,937	Sep-16	Sep-16
2017 OCWS Utility Line Locating	\$565,000	\$434,671	Sep-17	Sep-17
2017 OCWS Mapping/SUE Services	\$125,000	\$92,041	Sep-17	Sep-17
2018 OCWS Utility Line Locating	\$500,000	\$440,977	Sep-18	Sep-18
2018 OCWS Mapping/SUE Services	\$125,000	\$72,767	Sep-18	Sep-18
2019 OCWS Utility Line Locating	\$500,000	\$461,177	Sep-19	Sep-19
2019 OCWS Mapping/SUE Services	\$125,000	\$124,999	Sep-19	Sep-19
2020 OCWS Utility Line Locating	\$630,000	\$583,251	Sep-20	Sep-20
2020 OCWS Mapping/SUE Services	\$500,000	\$500,000	Sep-21	Aug-21
2021 OCWS Utility Line Locating	\$642,000	\$605,123	Sep-21	Sep-21
2022 OCWS Utility Line Locating	\$630,000	ONGOING	Sep-22	ONGOING
2022 OCWS Mapping/SUE Services	\$48,000	ONGOING	Oct-22	ONGOING

CURRENT WORKLOAD & CAPACITY TO PERFORM

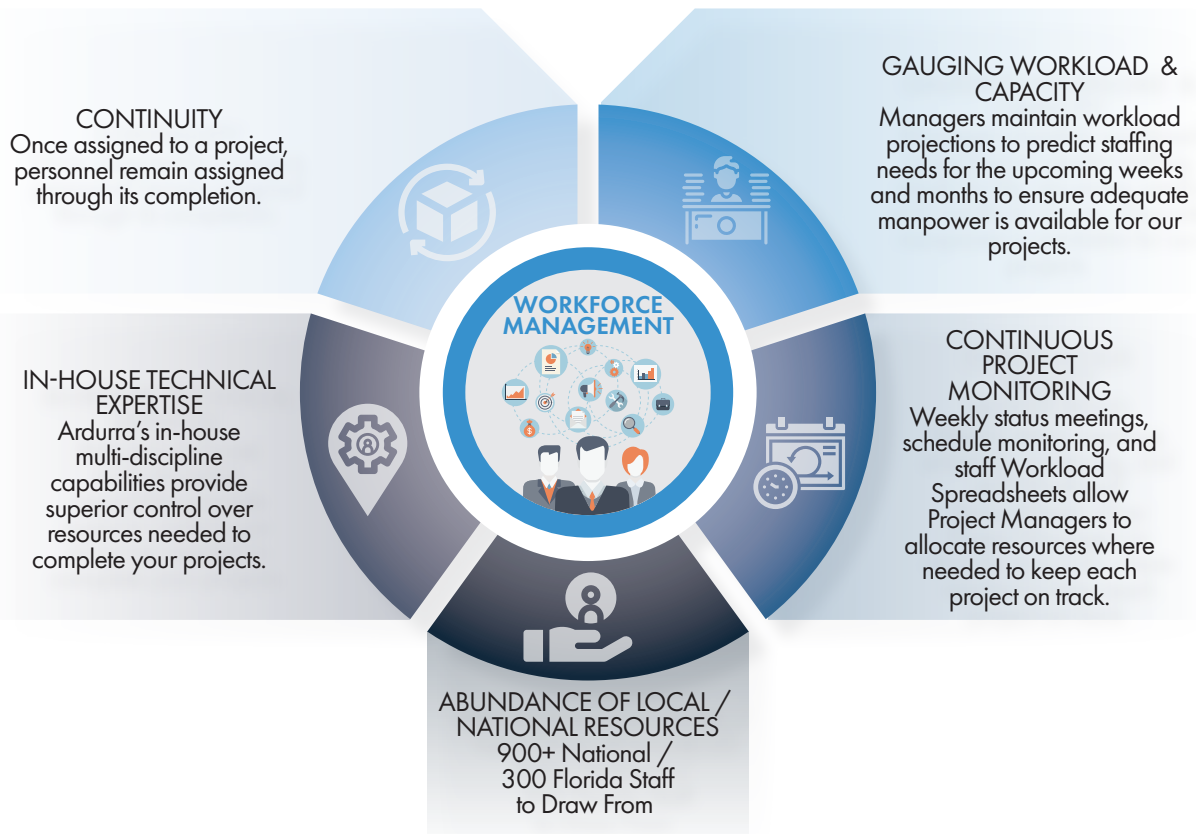
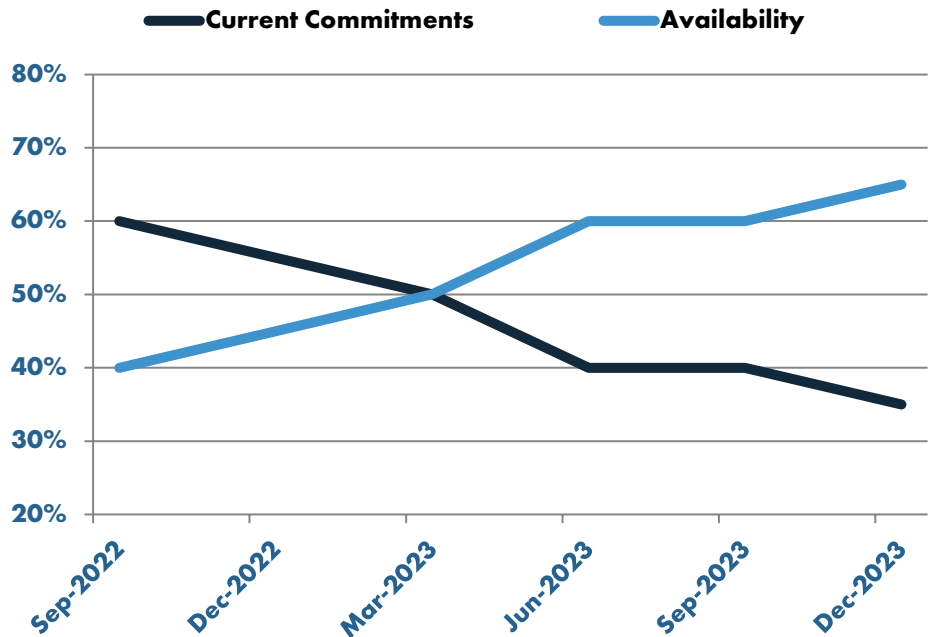
Availability for Immediate Response to OCWS:

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

Ardurra's current and projected workloads indicate that, while we have several on-going projects, our team has sufficient capacity to successfully deliver the potential scope of services contemplated in the RFQ.

Ardurra has assessed both our current and future workload to ensure resource availability for OCWS Subsurface Utility Engineering projects. Our team's aggregate availability is shown in the graph above.

Ardurra Team Aggregate Availability



Our Workload Management practices ensure that every project has the appropriate resources assigned to it.

RESPONSIVENESS



5 RESPONSIVENESS

WHAT IS SUNSHINE 811?

There are an estimated 400,000 utility damages every year in the United States, which amounts to one every two minutes. Over the last two decades, there have been 400 fatalities and more than 2,000 injuries attributed to utility damages. It is estimated that in the same period, this has caused a drag in the US economy of \$50B to \$100B. In 2005, the Federal Communications Commission (FCC) declared 811 the nationwide number to call for utility locates. 2021 F.S. Chapter 556, "Underground Facility Damage Prevention and Safety" requires notification by excavators to utility owners two business days prior to breaking ground and establishes Sunshine 811 to facilitate the process of notifying utility owners outlined in the statute. Sunshine 811 is a member owned not-for-profit resource that requires membership of all underground facility owners and/or operators.

SHOULD WE COMPLY?

Compliance with F.S. Chapter 556 is required by all utility owners, operators, and excavators in the State of Florida. Upon notification by an excavator, Sunshine 811 notifies utility owners who then have two days to complete the utility locates and respond to the call center. This requires staff to assess the notification, mobilize to the dig site, perform the utility locate as outlined in the dig request and respond appropriately to Sunshine 811.

HOW DO WE COMPLY?

The Okaloosa County Water and Sewer Department (OCWS) owns a water and sewer infrastructure network distributed over a 930-square mile area, from the Alabama state line on the north, to the Gulf of Mexico on the south. Maintaining accurate records performing required locates of buried water and sewer infrastructure across such diverse areas – including the densely developed beaches of Okaloosa Island, to the expansive, security-controlled property of Eglin Air Force Base, is a daunting task for maintenance and operations staff. Since 2005, Ardurra has provided OCWS a broad spectrum of Subsurface Utility Engineering (SUE) location, verification, and mapping services to locate, identify, and protect their valuable buried assets, including:

Sunshine 811 One-Call Services: Protecting buried water and sewer infrastructure from damage by nearby construction activities is a challenge for any utility. OCWS has trusted Ardurra's experienced SUE technicians and engineers to completely manage all field location and marking services in compliance with Florida One-Call requirements for nearly 17 years. Ardurra's staff utilizes automated software allowing field crews to directly receive Sunshine 811 locate tickets. These tickets are then distributed via automation to the appropriate field crew based on location. Our field crews locate OCWS's buried water and sewer assets using Ground Penetrating Radar (GPR). The dig location is then marked using APWA color-coded paint and flagging. Documentation of the locate is performed by attaching photographs to the ticket prior to submitting a response to the Sunshine 811 one-call center. Our staff routinely respond to more than 7,000 locate request ticket per year. In addition to normal one-call requests, **Ardurra has experienced local staff on call 24 hours a day, 7 days a week to respond to emergency locate requests in the OCWS service area.** Since 2005, Ardurra has conducted over 130,000 line locates for OCWS, with fewer than 2 dozen "misses", resulting in an accuracy rate over 99.999%. With our locate staff having a combined total of more than 70 years' experience in the OCWS system, Ardurra's Sunshine 811 One-Call Services have provided OCWS unparalleled and the highest-quality industry-standards utility locating services for many years.

APWA UNIFORM COLOR CODES

ELECTRIC, POWER, LIGHTING	POTABLE WATER
COMMUNICATION	RECLAIMED WATER, IRRIGATION, SLURRY
GAS, OIL, STEAM, PETROL	TEMPORARY SURVEY MARKINGS
SEWER, DRAIN LINES	PROPOSED EXCAVATION

DAMAGE PREVENTION GUIDE
YOUR RESOURCE FOR SAFE DIGGING INFORMATION

Sunshine 811
sunshine811.com

Know what's below. Call 811 before you dig.

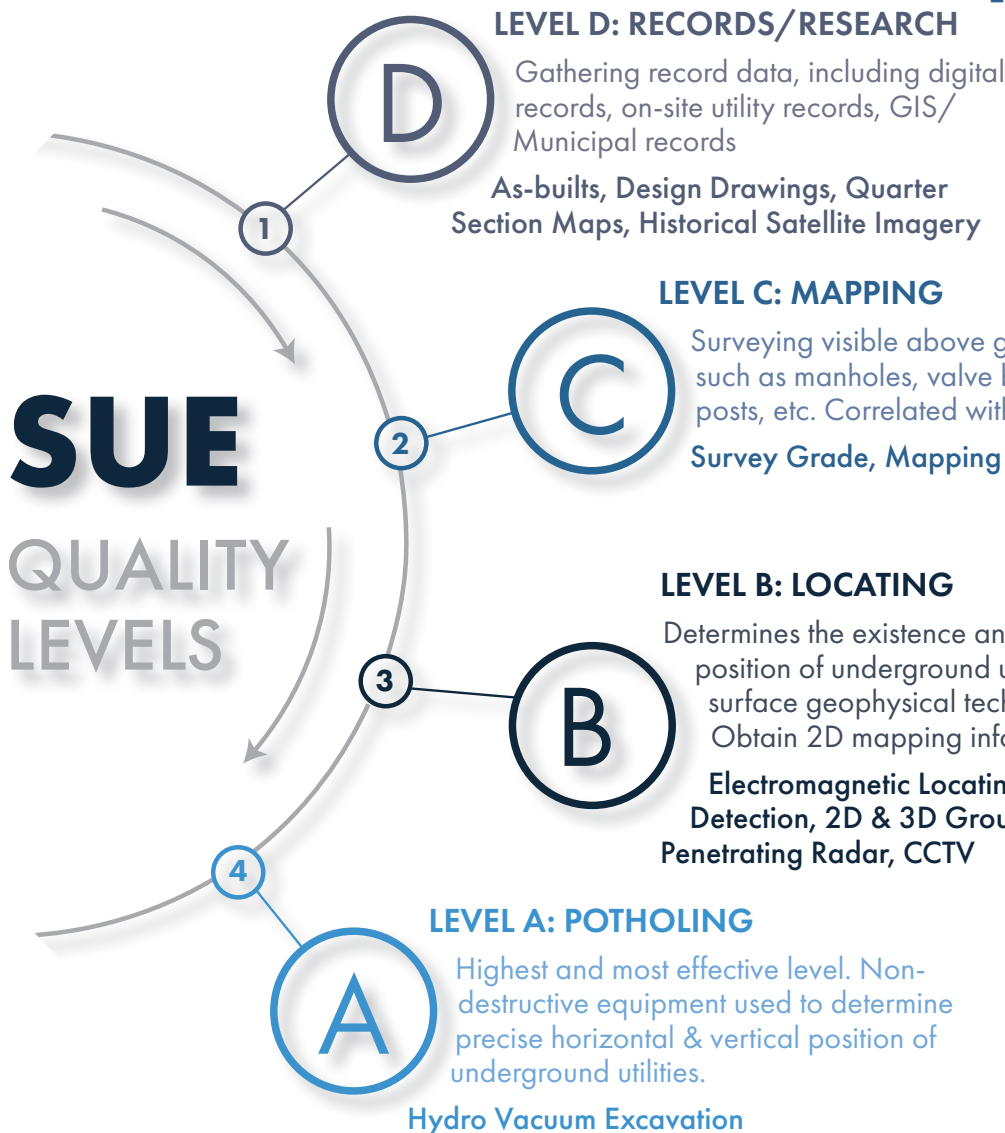
Quality Level A and B SUE Location and Verification Services:

Ardurra’s field crews have performed Quality Level A and B SUE subsurface utility location verification services in accordance with ASCE standards and State of Florida statutes for OCWS and numerous other clients across the Southeast US. Our field crews identify, verify and field-mark buried water and sewer pressure pipelines and valves using ground penetrating radar (GPR), vacuum excavation, and global positioning system (GPS) surveying equipment. Using this information, as well as manhole condition assessment data collected by our field crews, Ardurra continuously updates the OCWS geographic information system (GIS) mapping database, keeping critical information accurate and accessible.

Ardurra has the expertise and equipment to provide all four levels of SUE services.

- **Quality Level A** - Utilizing Vacuum Excavating to safely expose all utilities and determine their exact location, depth, characteristics and condition, Ardurra SUE has performed **more than 100,000** Level A utility verifications for clients throughout the Southeastern US.
- **Quality Level B** - Our SUE technicians have more than 70 combined years experience using GPR to locate underground facilities that are not locatable by other means. We are also highly skilled in the use of electromagnetic detection equipment to locate conductive utilities.
- **Quality Level C** - Our staff has extensive experience in conducting Level C investigation, including features that have been concealed by either natural or manmade obstacles, such as dirt, vegetation, asphalt & concrete.

- **Quality Level D** - We have cataloged and digitized thousands of record drawings for multiple clients throughout the Southeast. Our staff has technical training in record drawing interpretation as it relates to the subsurface infrastructure.

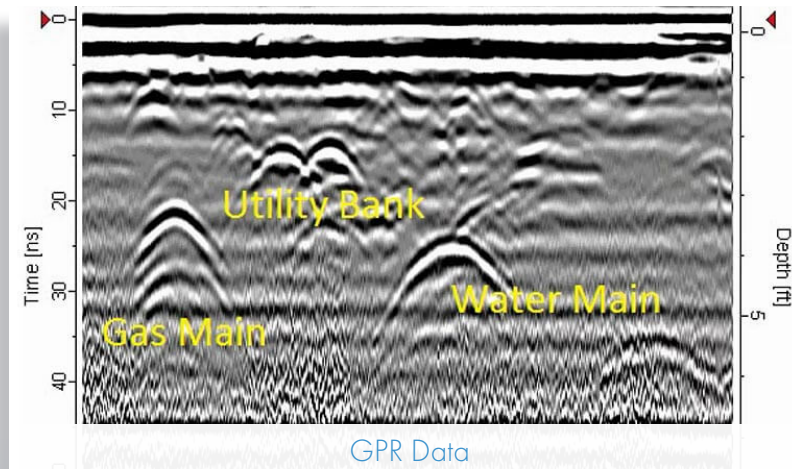


LOCATING BURIED ASSETS

GROUND PENETRATING RADAR (GPR)

Ardurra SUE technicians have more than 70 combined years experience using GPR to locate underground facilities that are not locatable by other means. The majority of our experience has occurred in Okaloosa County, in subsurface conditions ranging from the ferrous clays in the hilly northern county, to the loamy soils in the south county, to the pure quartz crystal of the white sandy beaches along the coast. This wide array of soils has enabled our staff to be successful in using GPR technology in areas with less than ideal suitability.

Ardurra's SUE technicians are experienced in the use of GPR, as well as traditional electromagnetic methods to locate and identify buried utility infrastructure assets. Our approach to locating buried assets is to use GPR technology as our primary equipment to locate OCWS' buried assets. Most of OCWS' buried infrastructure consists of non-metallic or non-conductive utilities such as PVC pipe, fiber-optic cables, or other plastics, concrete, terracotta, and others. The GPR technology that Ardurra uses to locate and identify these types of assets is far superior to the traditional electro-magnetic methods, radio frequency pipe and cable locators, that other companies utilize to locate buried electrical conductors of cable lines.



Ardurra's experienced SUE Technicians have the skills to determine the difference between a target utility and an anomaly

GPR transmits a signal into the ground, and the receiver is used to locate the reflected signals from underground

GPR can be used to locate non-conductive pipes and conduits



Ardurra uses GPR to locate underground utilities

The listed applications below are just a few examples where GPR can be successfully used:

- Plastic gas pipes
- Ductile Iron (DI) or ACP water and sewer lines
- PVC sewer and water mains
- Telecom fiber without tracer
- Lost duct banks or vaults
- Buried electrical mains and duct banks
- Distribution heating /cooling
- Buried utilities and structures beneath pavement
- Utility Verification Services

SOFT-DIG TECHNIQUES

Ardurra’s SUE technicians are experienced in the use of soft-dig techniques including vacuum excavation and hydro-vacuum excavation to verify the location of buried utilities, to verify size and materials of construction, as well as the depth of the buried asset. We have been using soft-dig techniques to identify and verify buried assets in Okaloosa County for almost 20 years. **Ardurra SUE has performed more than 30,000 soft-digs in Okaloosa County since 2003.**

Soft-dig is a minimally invasive technique that reduces the footprint and risk of traditional excavation means. This technique offers advantages over other more aggressive techniques for verifying the type of buried assets and their location, as well as other specific data, including:

- Increases job site safety by reducing the potential for damage during the excavation process
- Reduces the excavation required to access the specific asset
- Minimizes disturbance to surrounding properties
- Multiple locates can be performed during a single setup
- Can be used safely to locate fiber-optic and other communication cables
- The removed soil can be immediately replaced following the verification process
- Can be used effectively to depths of greater than 10-feet



Ardurra staff performing utility verifications.



Ardurra staff performing level B marking at an active road construction project.



Ardurra staff performing vacuum excavation to verify utilities.



Vacuum excavated utilities

GIS MAPPING AND DATABASE MANAGEMENT

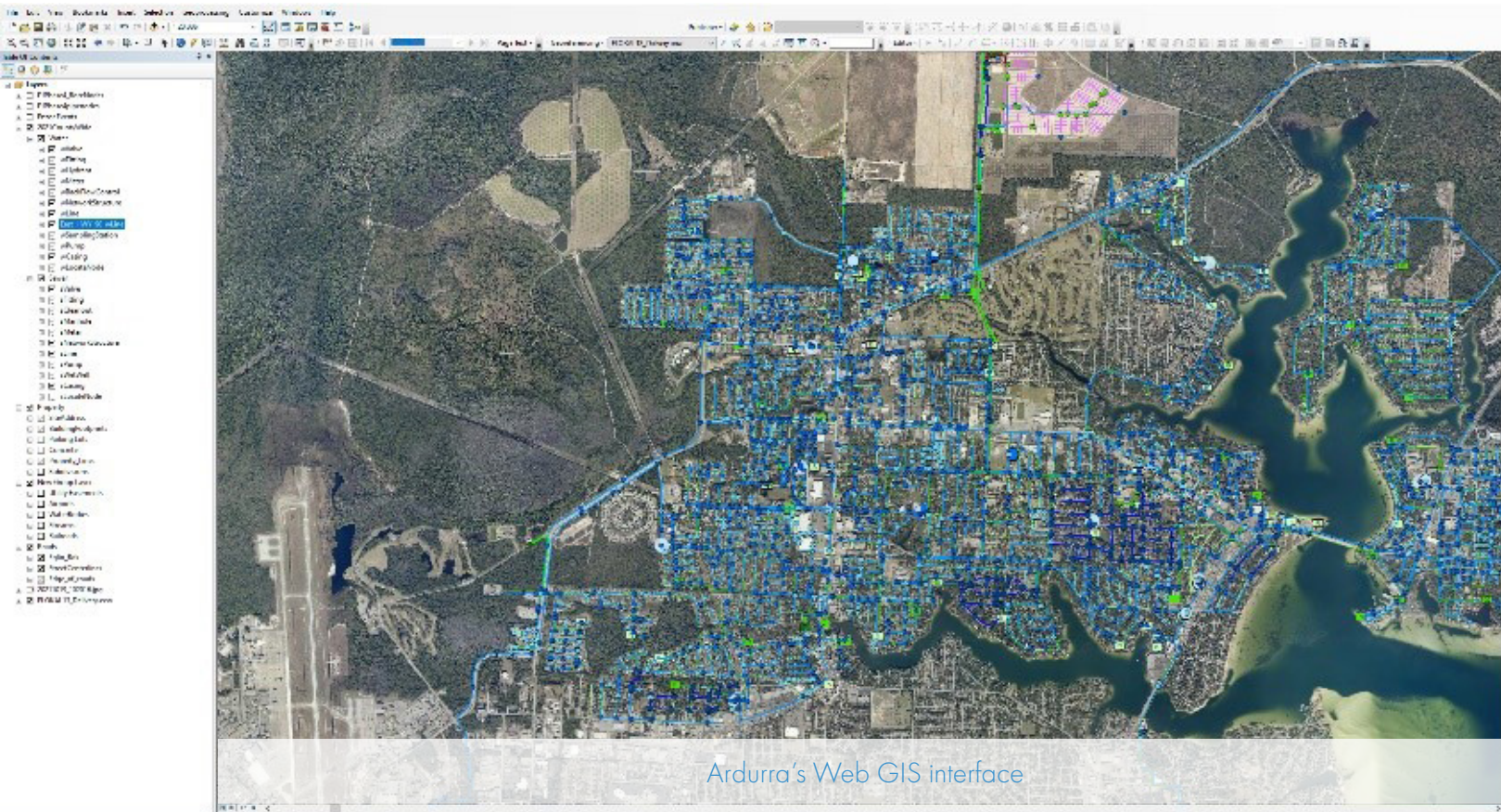
GPS SURVEYING AND GIS VERIFICATION

Once a buried asset is located and has been verified, we collect data regarding the asset and identify the specific location of the asset using sub-meter global positioning system (GPS) equipment. The location and asset information are immediately input into our ESRI compliant database. Our field crews use tablet computers that include aerial photography overlaid with the real time GIS data to ensure the accuracy of the locations in the field. Using the latest Trimble and ESRI software and hardware technology, post-processing of information and data is not necessary. This also facilitates verification of the utility's existing GIS database features.



Our crews use tablet computers with aerial photography to ensure the accuracy of the locations in the field.





GIS MAPPING

Ardurra provides full service GIS mapping services. Our experience in designing and constructing utility infrastructure projects increases our proficiency and ensures our effectiveness when working with clients on their utility planning and mapping projects.

For example, our professionals managed the development of the Okaloosa County Water and Sewer Department (OCWS) Water Distribution and Wastewater Collection System Geographic Information System (GIS). The OCWS service area consists of over 70 square miles with a network of over 600,000 reference points. Currently, Ardurra is assisting OCWS to verify the locations of water distribution and wastewater collection system assets by collecting accurate field data. The data is used to update and strengthen the information and data in the OCWS GIS system.

The Ardurra WebGIS interface gives the client the ability to view the progress of the project from their office and monitor the ongoing collection effort in real time. As the fieldwork is conducted by our highly trained professionals, the real time data is provided to our clients. Easy access to underground utility location, condition, and attributes, including videos and pictures, allows for Ardurra SUE professionals, as well as our clients to assess the integrity of the underground utilities to ensure their proper function.

Our Fort Walton based SUE Services staff include 7-full time SUE technicians with more than 70 years of combined experience locating water and sewer assets in Okaloosa County and other surrounding areas. Our staff have more than 5 GPRs, 3 sub-meter GPS units, two vacuum excavators, laptop computers, mapping tablets, and other essential SUE devices and equipment.

PROPOSED PROJECT TEAM



6 PROPOSED PROJECT TEAM

Our project team has been organized to optimize collaboration, leverage expertise, and efficiently accomplish the tasks assigned to Ardurra under this procurement. Our team has unrivaled experience for the SUE services contemplated, and we have the availability to successfully deliver this project for OCWS.



PROGRAM MANAGER

Joey Crews, PE

QA/QC MANAGERS

Jim Kizer, PE

SUE & GIS SUPERVISOR

Chris Crawford

Warner Hill

Bill Richeson

Tyler Smith

Jimmy Cox

Paul Redman

Payton Roberts

FAMILIAR FACES FROM ARDURRA



Joey Crews, PE | Program Manager

Joey has been a Program Manager for OCWS projects since 2007, designing and permitting wastewater treatment facilities, sanitary sewer pump stations, force mains, collection systems, stormwater collections, site grading, and roadway improvements. As the Program Manager for this project, he will utilize his expertise to ensure all projects are designed to the highest standard of quality, easily implementable, and delivered on time and within the County's budget.



Chris Crawford | SUE & GIS Supervisor

As the Senior GIS Specialist and Subsurface Utility Engineering (SUE) Manager, Chris has been responsible for working in partnership with OCWS GIS and maintenance staff to update the OCWS database and manage the Sunshine 811 services, as well as many other SUE services provided to OCWS.



Jim Kizer, PE | Principal in Charge & QA/QC Manager

Jim is a water and wastewater subject matter expert with 33+ years of experience in related facilities, and specializes in process, optimization, and value engineering. He has worked with the proposed project team on dozens of OCWS projects.

✓ **Local Team** within minutes of OCWS offices that understands the importance of being proactive and is always available to meet with OCWS staff

✓ **Responsive Team** with the ability to expedite delivery of scopes and projects with a high level of quality

✓ **Okaloosa County Experienced Team** has successfully located and mapped over 150,000 assets for OCWS - **THERE WILL BE NO LEARNING CURVE!**

✓ **Proven Leadership Team** with years of experience working with Okaloosa County - all our team members and experts are well known in Florida and the Southeast have decades of experience with Okaloosa County and stand ready to serve you



JOEY CREWS, PE

PROJECT MANAGER



Mr. Crews is a Senior Project Manager with Ardurra and has more than 29 years of experience in engineering design and project management. His experience is primarily in large underground utility design/construction related projects and associated functions, such as underground utility management and permitting. He has specific knowledge in design related issues for wastewater transmission mains; sanitary sewer submersible pump and repumping stations; water distribution systems; and utility locating and GIS conversion.

Mr. Crews has designed and permitted sanitary sewer pump stations, force mains, collection systems, water supply systems, stormwater collections, site grading, methane gas collection and treatment systems, and leachate collection systems. He has provided value engineering reviews for over 300 residential and commercial developments and has served as the Program Manager for the continuing Utility Locating/GIS Mapping services contract with Okaloosa County Water and Sewer for the past 15 years.

EDUCATION:

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

REGISTRATION / CERTIFICATION:

- Professional Engineer Florida (56853)
Alabama (39518-E)
Georgia (046144)
South Carolina (38263)

YEARS OF EXPERIENCE:

- Total: 29
- With Ardurra: 13

OFFICE ADDRESS:

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

RELEVANT EXPERIENCE:

Program Manager, Geographic Information System Mapping Project, Okaloosa County Water & Sewer, Florida. When the Okaloosa County Water and Sewer (OCWS) GIS database was created, it was done using a combination of field sketches, construction plans and as-built drawings. The data was not as accurate as OCWS had expected, due to construction plans that were never implemented, illegible field sketches, outdated as-builts and unrecorded updates to the system. Mr. Crews managed the conversion program to implement a complete GIS inventory system with field verification. The first phase of the project was completing a field survey of the assets within the OCWS service area. This was completed using Ground Penetrating Radar (GPR), vacuum excavation and GPS data collection equipment. The next phase was to assist OCWS GIS staff in creating a plan for integrating newly acquired field data into the existing database. The final phase included a street-by-street analysis to produce a singular dataset with the most accurate representation of the water and wastewater system. This phase is ongoing as new developments or upgrades occur.

Program Manager, OCWS System Sunshine State One-Call of Florida Services, Okaloosa County Water & Sewer, Florida. Mr. Crews is the Program Manager for the Ardurra SUE crews providing Subsurface Utility Locate services for the County. The program includes identifying and marking utility locations, provided visual inspections of manholes, junction boxes, valves, hydrants, and other assets to establish possible pipe diameters, depths, and the general direction that utilities are heading; used Electro Magnetic methods to locate and trace metallic/conductive utilities and other unknown obstructions; used Ground Penetrating Radar to scan the area for non-conductive utilities and other unknown obstructions; and performed utility verification using metal probes and post-hole diggers. Under limited circumstances vacuum excavation or hydro-vacuum excavation to verify utility locations and determine the exact depth, size, and material type of a utility may be required.

Program Manager, Geographic Information System Mapping Project, Midway Water System, Florida. Mr. Crews was the Program Manager for the database design, development, implementation, and management for work associated with the Midway Water System GIS Database Management. The project included creating a geodatabase using ESRI ArcGIS, importing existing data, georeferencing as-builts into the GIS as well as editing water valve, hydrant, and water line features to develop a clear, usable map for the client. Ardurra now provides annual maintenance for the Midway GIS Database.

Program Manager, Line Location Services, Augusta Utilities Department, Georgia. Mr. Crews served as the Program Manager for the Ardurra SUE crews to provide as needed Subsurface Utility Locate services for the City of Augusta's Utility Department. The program included providing Level B utility locations, providing visual verification inspections, and the general direction that utilities are heading; use of Electro Magnetic methods to locate and trace metallic/conductive utilities and other unknown obstructions; used Ground Penetrating Radar to scan the area for non-conductive utilities and other unknown obstructions; and performed utility verification using metal probes and post-holes Under limited circumstances vacuum excavation or hydro-vacuum excavation to verify utility locations and material type were utilized as required.

Senior Project Manager, Engineering Services (CSO/Storm Drainage/WWTP), City of Albany, Georgia. In 2019, the City of Albany advertised for engineering services to assist them with completing the analysis and evaluation of the remaining combined sewer systems, drainage systems, lift stations and wastewater treatment plant. Ardurra was selected to develop a Plan that addresses the technical, legal, regulatory, and institutional issues that will provide Albany a clear, concise, cost-effective, and implementable set of recommendations that will address system reliability, flexibility and operational issues throughout their system. Ardurra developed a prompt stepwise solution to allow the City to implement a 10-year CIP program to help alleviate roadway flooding and free up additional capacity at the City's aging wastewater treatment facility. Projects include construction of a new large diameter force main to convey additional flows, a new screened Combine Sewer Overflow (CSO) pumping station, improvements to the existing Joshua Street Wastewater Pollution Control Plant, and construction of a new peak flow CSO treatment facility. The force main and CSO facilities would be accomplished in a short time span of 2-3 years and will allow the City time to fully develop and fund their comprehensive separation plan. In the future, additional separation projects will allow the City a tradeoff between improving flooding and the available CSO capacity while the system is being separated.

QA/QC Engineer, Design-Build Services for Eastside-Westside Sewer Interceptor Rehabilitation, City of Albany, Georgia. Mr. Crews provided QA/QC of the design for the inspection reports of over 100 sanitary sewer manholes, design phase services for the lining of these manholes as well as CIPP lining of over 33,000 linear feet of 24" to 54" sanitary sewer trunk main.

Engineering Manager, Okaloosa County Water and Sewer (OCWS), Fort Walton Beach, Florida. Mr. Crews was responsible for major utility relocation work along SR 20 and US HWY 98 in the Okaloosa County area in west Florida. Utility relocation included water mains and wastewater force mains that were in conflict with major FDOT roadway, sidewalk and stormwater improvements. Mr. Crews was responsible for coordination of utility survey and mapping efforts, development of conflict avoidance design, development of a temporary service management plan, preparation of utility relocation design drawings. For these projects, he frequently developed MOT coordination with FDOT Design Consultants to develop MOT plans during utility relocation activities. Mr. Crews developed and executed FDOT Utility Relocation and MOT Agreements for OCWS. He also handled negotiations with FDOT Utility Coordinators to limit relocation impacts and avoid critical infrastructure and customer service interruptions. He administered general and project specific public meetings to discuss project scopes, impacts to traffic flow, garbage collection, mail delivery and residential/business access. Mr. Crews held weekly meetings and coordinated construction schedules with the FDOT General Contractor, subcontractors and other utility owners within the project area. He developed conceptual and final construction procedures associated with joint trench installation by multiple utility owners to expedite relocation time, assign relocation corridors and avoid damage to new installations. In addition, Mr. Crews was responsible for obtaining temporary and permanent utility easement required for construction activity and future maintenance needs.



CHRIS CRAWFORD

SUE SUPERVISOR, GIS MANAGER



As the Senior GIS Specialist and Subsurface Utility Engineering (SUE) Manager, Mr. Crawford is responsible for working in partnership with Okaloosa County Information Systems to manage the OCWS database and continually improve its performance and accuracy using the latest industry methods for data storage, as well as insuring quality service to all other GIS clients. Mr. Crawford has supervised utility asset damage prevention projects, utility mapping and global positioning system (GPS) data collection projects, ground penetrating radar services to locate underground storage tanks and other underground structures, and potential conflict detection during the design phase for private as well as federal, state, and local government clients. He is experienced and highly knowledgeable in water and wastewater installation, maintenance, and damage prevention best practices.

EDUCATION:

- Certificate in Geographic Information Science, University of West Florida

YEARS OF EXPERIENCE:

- Total: 19
- With Ardurra: 10

OFFICE ADDRESS:

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

RELEVANT EXPERIENCE:

GIS Manager / Superintendent, Subsurface Utility Engineering Services, Okaloosa County Water & Sewer, Florida. When the Okaloosa County Water and Sewer (OCWS) GIS database was created, it was done using a combination of field sketches, construction plans and as-built drawings. The data was not as accurate as OCWS had expected, due to construction plans that were never implemented, illegible field sketches, outdated as-builts and unrecorded updates to the system. Mr. Crawford assisted in gathering accurate field data and updating the GIS to present OCWS assets as they currently exist. The first phase of the project was completing a field survey of the assets within the OCWS service area. This was completed using Ground Penetrating Radar (GPR), vacuum excavation and GPS data collection equipment. The next phase was to assist OCWS GIS staff in creating a plan for integrating newly acquired field data into the existing database. Mr. Crawford worked closely with OCWS staff to produce and implement a data integration plan that insured data integrity was maintained throughout the process. The final, ongoing phase is to perform a street by street analysis of the two datasets and produce a singular dataset with the most accurate representation of the water and wastewater system possible.

SUE Manager, OCWS System Sunshine State One-Call of Florida Services, Okaloosa County Water & Sewer, Florida. Mr. Crawford is the SUE Manager for the Ardurra crews providing Subsurface Utility Locate services for the County. Ardurra crews reviewed all existing drawings to identify possible utility locations, provided visual inspections of manholes, junction boxes, valves, hydrants, and other assets to establish possible pipe diameters, depths, and the general direction that utilities are heading; used Electro Magnetic methods to locate and trace metallic/conductive utilities and other unknown obstructions; used Ground Penetrating Radar to scan the area for non-conductive utilities and other unknown obstructions; and performed utility verification using metal probes and post-hole diggers. Under limited circumstances vacuum excavation or hydro-vacuum excavation to verify utility locations and determine the exact depth, size, and material type of a utility may be required.

SUE Manager, State Road 16 Utility Adjustments, Saint Johns County, Florida. As part of the drainage improvements required to support the reconstruction of SR 16, a portion of the existing gravity sewer infrastructure owned, operated and maintained by St. Johns County Utility Department needed to be relocated. Mr. Crawford was the SUE Manager for the soft-dig exploration, Ground Penetrating Radar (GPR), and SUE (vacuum truck soft-dig) services to determine the physical location and depth below ground of limited underground facilities for the relocation of the existing gravity sewer infrastructure.

SUE Manager, Marsh Landing WWTP Reclaimed Water Main Extension, Saint Johns County, Florida. Mr. Crawford was the SUE Manager for the SUE Quality Level A services including GPR, electromagnetic locating equipment, hand tools and vacuum excavation equipment to identify, interpret, verify and field mark utilities for the proposed reclaimed water main extension in the Marsh Landing area of St. Johns County.

SUE Manager, Sanitary Sewer Collection System Smoke Testing, City of Valdosta, Georgia. As part of the City of Valdosta's Five Year Action Plan, Ardurra provided smoke testing services for the evaluation of the City's sanitary sewer collection system consisting of approximately 300 miles of gravity sewer. The evaluation activities include the investigation of all manholes and collection system lines via smoke testing to be followed by closed circuit television (CCTV) inspection of sewer lines in high priority areas. The purpose of these investigations was to identify sources of infiltration and inflow (I/I) and to prioritize and schedule collection system repairs.

SUE Manager, Bob Sikes Water Reclamation Facility, Okaloosa County Water & Sewer, Florida. Mr. Crawford oversaw the subsurface utility engineering and ground penetrating radar services provided for the construction of a project to expand the treatment capacity of the existing Bob Sikes WRF from 0.3 mgd to 1.0 mgd; and convert the existing steel-tank activated sludge-package plant treatment basins into new membrane bioreactor (MBR) treatment units. The expanded WRF was designed to treat the wastewater to meet the stringent federal and state regulations for public access reuse water irrigation. Ardurra worked with the County to obtain a \$2-million grant from the Northwest Florida Water Management District for the design and construction of the facility.

SUE Manager, Subsurface Utility Mapping FY 2017, Okaloosa County Water & Sewer, Florida. Mr. Crawford was the SUE Manager for the continuing services project to provide underground utility locating services to OCWS. The project included the identification, interpretation, verification, and field-marking of buried water and sewer pressure pipelines and valves (assets) using ground penetrating radar (GPR), vacuum excavation, global positioning system equipment (GPS), and existing information and data available from the County.

SUE Supervisor, ASUS Eglin Main Smoke Testing, Eglin Air Force Base, Florida. Mr. Crawford was the SUE Supervisor for the Smoke Testing project on the Eglin Airforce Base in Fort Walton Beach, FL. To test the collection system, field crews placed a smoke blower on manholes and used an industry-standard liquid smoke product to generate smoke.

SUE Manager, North Okaloosa County Water Reclamation Facility, Okaloosa County Water & Sewer, Florida. Mr. Crawford managed the subsurface utility engineering crews for the design-build of the North Okaloosa County WRF. Mr. Crawford and his crews provided services to locate underground structures, and potential conflict detection during the design phase for the initial WRF, which will have a treatment capacity of 110,000 gallons per day and is intended to treat the wastewater flow from the first phase of the development.

GIS Manager, Water & Sewer Mapping Conversion Project, City of Warner Robins, Georgia. The City of Warner Robins was using AutoCAD to compile and maintain asset data for its water and wastewater system. This environment, while preserving accuracy, does not allow for the data to be searched or indexed. The purpose of this project was to convert the existing AutoCAD water and sewer system mapping system to an ESRI ArcMap Database consistent with other of the Client's ESRI ArcMap databases. Mr. Crawford performed database design services, including schema outlining a feature class for each asset type, key attribute fields using domains and domain coded values to minimize GDB size and feature datasets for water and wastewater assets with industry recognized symbology. The resulting GDB provides the city a feature database containing asset attributes to be used in modeling, planning, design and various other engineering capacities. The resulting GDB provides the city a feature database containing asset attributes to be used in modeling, planning, design and various other engineering capacities.

GIS Manager, Midway Water System Database Management, Gulf Breeze, Florida. Mr. Crawford was the GIS Manager for the database design, development, implementation and management for work associated with the Midway Water System GIS Database Management. The project included creating a geodatabase using ESRI ArcGIS, importing existing data, georeferencing as-builts into the GIS as well as editing water valve, hydrant, and water line features to develop a clear, usable map for the client. Ardurra now provides annual maintenance for the Midway GIS Database.



JIM KIZER, PE

QA/QC MANAGER



Throughout his career, Mr. Kizer has specialized in water and wastewater treatment processes and is recognized for his extensive experience in the planning, design, and construction of water and wastewater treatment facilities. Jim serves as the Water Technology Director for Ardurra, providing technical support to Ardurra staff and clients. Jim serves as a Senior Process Engineer for the firm and is involved in the development of the conceptual water and wastewater treatment designs of many of our projects. He is an experienced design/build project manager, having managed design/build water and wastewater projects ranging from less than \$1 million to more than \$50 million. He has also served as the Principal in Charge and QA/QC for the continuing Utility Locating/GIS Mapping services contract with Okaloosa County Water and Sewer for the past 15 years.

EDUCATION:

- Master of Science, Civil Engineering Auburn University, 1991
- Bachelor of Science, Civil Engineering, Auburn University, 1987
- Bachelor of Science, Biology, Auburn University, 1984

REGISTRATION / CERTIFICATION:

- Professional Engineer Florida (53477)
Georgia (32814)
North Carolina (043385)
South Carolina (28354)
Alabama (18493)

YEARS OF EXPERIENCE:

- Total: 33
- With Ardurra: 14

OFFICE ADDRESS:

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

RELEVANT EXPERIENCE:

Client Services Manager, Geographic Information System Mapping Project, Okaloosa County Water & Sewer, Florida. When the Okaloosa County Water and Sewer (OCWS) GIS database was created, it was done using a combination of field sketches, construction plans and as-built drawings. The data was not as accurate as OCWS had expected, due to construction plans that were never implemented, illegible field sketches, outdated as-builts and unrecorded updates to the system. Mr. Kizer was the client services manager for the conversion program to implement a complete GIS inventory system with field verification. The first phase of the project was completing a field survey of the assets within the OCWS service area. This was completed using Ground Penetrating Radar (GPR), vacuum excavation and GPS data collection equipment. The next phase was to assist OCWS GIS staff in creating a plan for integrating newly acquired field data into the existing database. The final phase included a street-by-street analysis to produce a singular dataset with the most accurate representation of the water and wastewater system. This phase is ongoing as new developments or upgrades occur.

Project Manager, Okaloosa Island Data Verification and Acquisition Project, Okaloosa County, Florida. This project consisted of professional engineering and technical services to assist the County Water and Sewer Department to locate, verify the location, install permanent markers, and acquire data for components of the water distribution and wastewater collection systems on Okaloosa Island. The information and data collected in this project were populated into the County's water and wastewater system GIS.

QA/QC Manager, Geographic Information System Mapping Project, Midway Water System, Florida. Mr. Kizer was the QA/QC Manager for the database design, development, implementation, and management for work associated with the Midway Water System GIS Database Management. The project included creating a geodatabase using ESRI ArcGIS, importing existing data, georeferencing as-builts into the GIS as well as editing water valve, hydrant, and water line features to develop a clear, usable map for the client. Ardurra now provides annual maintenance for the Midway GIS Database.

Project Manager, RM Clayton WRF Buried Utility/Structure Location Services, Atlanta, Georgia. This project for US Filter Operating Services included subsurface utility engineering services to locate buried utilities and structures at the RM Clayton Water Reclamation Facility (WRF). Specific utilities and structures that were investigated and located included buried water and sewer lines, electrical duct banks, communication lines, and a concrete pipe gallery.

QA/QC Manager, Line Location Services, Augusta Utilities Department, Georgia. Mr. Kizer served as the QA/QC Manager for the Subsurface Utility Locate services for the City of Augusta's Utility Department. The program included providing Level B utility locations, providing visual verification inspections, and the general direction that utilities are heading; use of Electro Magnetic methods to locate and trace metallic/conductive utilities and other unknown obstructions; used Ground Penetrating Radar to scan the area for non-conductive utilities and other unknown obstructions; and performed utility verification using metal probes and post-holes. Under limited circumstances vacuum excavation or hydro-vacuum excavation to verify utility locations and material type were utilized as required.

QA/QC Engineer, Design-Build Services for Eastside-Westside Sewer Interceptor Rehabilitation, City of Albany, Georgia. Mr. Kizer provided QA/QC of the design for the inspection reports of over 100 sanitary sewer manholes, design phase services for the lining of these manholes as well as CIPP lining of over 33,000 linear feet of 24" to 54" sanitary sewer trunk main.

Project Manager, Shalimar Area Data Verification and Acquisition Project, Okaloosa County, Florida. This project consisted of professional engineering and technical services to assist the Okaloosa County Water and Sewer Department to locate, verify the location, install permanent markers, and acquire data for components of the water distribution and wastewater collection systems in portions of the Shalimar Area. The information and data collected in this project were populated into the County's water and wastewater system GIS. Ardurra performed subsurface utility engineering services to field locate and verify specific water and sewer system attributes and populate the GIS with this field data. Additionally, Ardurra used sub-meter GPS with real time correction, Omnistar, to obtain horizontal coordinates for the line location and valve points. The GPS data collector also is used to collect and store the attribute data.

QA/QC Engineer and Principal-in-Charge, East County Force Main & Repumping Project, Okaloosa County Water and Sewer, Florida. Mr. Kizer served as QA/QC Engineer and Principal-in-Charge for the East County Force Main and Repumping Station Projects. The project involved 28,000 linear feet of 16" diameter ductile iron force main and a new 4.5 mgd repumping station. The force main was installed using open cut and directional drill methods. Mr. Kizer oversaw the development of the construction documents and specifications, permitting, and coordination and supervision of subcontractors. The project was constructed entirely within Eglin AFB, Okaloosa County and FDOT right-of ways.

QA/QC Engineer and Principal-in-Charge, Eglin Main Base and Plew Pump Station and Force Main Project, Eglin AFB & Okaloosa County Water and Sewer, Florida. Mr. Kizer served as QA/QC Engineer and Principal-in-Charge for the Eglin Main and Plew Pump Station and Force Main Projects for Okaloosa County. The project included a new 8.5 mgd submersible pump station which included new wet well system, 4- 160 hp submersible non-clog pumps and variable frequency drives, a precast electrical building, and a diesel driven emergency pump. This project also included 18,500 linear feet of 24" and 19,000 linear feet of 16" force mains. The Plew Pump Station and FM phase included a retrofit of an existing 2.0 mgd pump station with 3 new submersible non-clog pumps, a new MCC, and emergency generator.

Program Manager and Senior Reviewer, Army's 7th Special Forces Group Complex Project, Eglin AFB and Okaloosa County Water and Sewer, Florida. Mr. Kizer served as Program Manager and Senior Reviewer for the design and construction of an 88,000-linear-feet 16" force main and 1.3 mgd submersible pumping station to serve the Army's 7th Special Forces Group cantonment. Mr. Kizer provided constructability and feasibility evaluations and force main design reviews. In addition, he managed the hydraulic modeling, surge analysis, and the preparation of design drawings and procurement documents for a 930-gpm duplex pump station. The project allowed the Army to obtain its goal to minimize potential environmental impacts and avoid long term monitoring requirements associated with an on-site treatment system. Wastewater is pumped and treated at the Okaloosa County Water and Sewer Arbennie Pritchett WRF.

REFERENCES

7 REFERENCES

The table below provides information detailing Florida clients for whom Ardurra has provided similar services, including contact name, address, phone number, and the length of service for that client.

CLIENT & ADDRESS	CONTACT INFORMATION	DESCRIPTION OF SERVICES	DATES OF SERVICE
PENSACOLA CHRISTIAN COLLEGE 250 Brent Ln Pensacola, FL 32503	Dan Moye, Director of Facilities Phone: 850-969-1610 Email: dmoye@pcci.edu	Ardurra performed SUE services associated with the locating and identifying of assets within the project boundary area along the existing chilled water loop on campus.	2016
SEASCAPE (HOA MGT - VIRTUOUS MANAGEMENT) 112 Seascape Drive Miramar Beach, FL 32550	Danny Lightfoot, HOA Manager Phone: 850-269-0122 Email: DannyL@virtuousmg.com	Providing SUE services using GPR and GPS equipment. GIS staff created FGDB for asset mapping. Vacuum excavations for condition assessment.	2018 - Ongoing
MIDWAY WATER SYSTEM, INC. 4971 Gulf Breeze Pkwy Gulf Breeze, FL 32563	Mike Bobick, Maintenance Director Phone: 850-791-0719 Email: mbobick@midwaywater.com	GIS staff produced an FGDB for the Midway Water System's assets. Providing annual maintenance.	2017 – Ongoing
THE FIKES COMPANIES c/o Costorde 9764 Whithorn Dr Houston, TX 77095	Denise Anderson, Vice President of Development & Construction Phone: 281-382-7117 Email: denise@costorde.com	Provide Level A & B mapping services prior to construction at more than 20 CEFCO fuel stations in Northwest Florida & Alabama.	2015- Ongoing
OKALOOSA GAS DISTRICT 364 Valparaiso Parkway Valparaiso, FL 32580	Eddie Springle, Vice President of Marketing & Customer Service Phone: 850-729-4700, x855 Email: eddiespringle@okaloosagas.com	On-going services to provide Quality Level A through D SUE services for utility projects.	2017 - Ongoing

8 ADDITIONAL INFORMATION

Ardurra is experienced in physically locating underground infrastructure, verifying the location, ticket management, database storage, management, and updates; and mapping and line locating services for Sunshine State One-Call of Florida.

In addition to these services Ardurra has provided and will continue to provide to OCWS, we offer the following additional services:

- Pipeline and Manhole Inspections and Condition Assessments
- Smoke & Dye Testing
- Flow Monitoring

PIPELINE / MANHOLE INSPECTIONS & CONDITION ASSESSMENT

Ardurra can provide manhole condition assessment, pipeline cleaning and close circuit television (CCTV) along with NASSCO's Pipeline, Lateral, and Manhole Assessment Certification Programs (PACP®, LACP®, and MACP®) certified reporting and problem identification. At the conclusion of these investigations, photos of the manholes and pipeline inspection high definition (HD) video will be captured and the overall condition and areas of concern or defects of each manhole and pipeline segment will be identified. Additionally, various repair methods may be recommended including CIPP lining, point repairs, and manhole rehabilitation.



Ardurra staff performing manhole inspections

SMOKE & DYE TESTING

Ardurra provides smoke testing services for the evaluation of the sanitary sewer collection systems. The evaluation activities include the investigation of all manholes and collection system lines via smoke testing to be followed by closed circuit television (CCTV) inspection of sewer lines in high priority areas. The purpose of these investigations is to identify sources of infiltration and inflow (I/I) and to prioritize and schedule collection system repairs.

Ardurra provided these services to Eglin Air Force Base in Fort Walton Beach, FL. To test the collection system, field crews placed a smoke blower on manholes and used an industry-standard liquid smoke product to generate smoke.



Ardurra staff performing smoke testing

FLOW MONITORING

Ardurra provides flow monitoring services including establishing monitoring sites, collecting data, hydraulic modeling, and preparing reports and recommendations.

Ardurra has provided flow monitoring services to several clients in the Southeast US including for the City of Tuscaloosa, AL. The project included surveying more than 1,000 manholes and about 25 miles of pipe, inspecting and using GPS locators to identify approximately 8,700 additional manholes, flow monitoring of the sewer system, and finally hydraulic modeling of the system. The project also included inspections using closed circuit television, smoke testing, and flow isolation. The flow monitoring phase of this project involved establishing 40 monitoring sites, collecting data, and preparing a report.

ADDITIONAL INFORMATION



Valdosta Five Year Action Plan

City of Valdosta, GA



As part of the City of Valdosta's Five Year Action Plan, Ardurra provided smoke testing services for the evaluation of the City's sanitary sewer collection system consisting of approximately 300 miles of gravity sewer.

The evaluation activities include the investigation of all manholes and collection system lines via smoke testing to be followed by closed circuit television (CCTV) inspection of sewer lines in high priority areas. The purpose of these investigations was to identify sources of infiltration and inflow (I/I) and to prioritize and schedule collection system repairs.

The gravity sewer system consists of approximately 300 miles of sewer line ranging from 6-inches to 36-inches in diameter. The sewer system was divided into five (5) geographic areas referred to as sub-listings which each contain approximately 316,000 linear feet of gravity sewer. Over the course of five years, Ardurra performed smoke testing tasks in one sub-listing per year.

To test the collection system, field crews placed a smoke blower on manholes and used an industry-standard liquid smoke product to generate smoke. Smoke blower manhole setups were conducted such that up to approximately 1,000 linear feet of gravity sewer was tested per setup. Field crews used flow-through plugs to isolate the gravity sewer subject to the testing in order to increase system pressure to better allow smoke to exit defects and travel to the ground surface.

For each line segment tested, information was recorded on a field smoke form which included a sketch of the area with defect locations identified. The field form also included information regarding the defect's address, ground cover, source, and infiltration and inflow ranking. Additionally, for each defect, field crews collected a mapping-grade GPS position and captured two photographs.

DATES OF SERVICE

2016

TEAM

Chris Crawford - SUE Manager

Jim Kizer - Principal in Charge

CLIENT REFERENCE

City of Valdosta Utilities Department

Sheldon Irvin, Central Lines
Superintendent

Ph: 229-259-3592

E: sirvin@valdostacity.com

BUSINESS CREDENTIALS & OTHER



9 BUSINESS CREDENTIALS

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

With 900+ employees in over 50 offices across the country, Ardurra is a Top 500 ENR-ranked, rapidly growing company of experts, engineers, and design professionals committed to delivering quality services and practical solutions in the fields of engineering (water & wastewater, aquatics, public works, structural, land development, solid waste), landscape architecture, ecological services, disaster management, surveying, and transportation.

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

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

FINANCIAL RESPONSIBILITY

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

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

SMALL / MINORITY BUSINESS ENTERPRISE

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

CULTURE & OPERATING PHILOSOPHY

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



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

ARDURRA REGISTRATIONS

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

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

PERSONNEL REGISTRATIONS

The individuals listed on our organizational chart in [Section 6 Proposed Project Team](#) have the following licenses:

PROJECT PERSONNEL	LICENSES
JOEY CREWS Project Manager	Professional Engineer <ul style="list-style-type: none"> ■ Florida (56853) ■ Alabama (39518-E) ■ Georgia (046144) ■ South Carolina (38263)
JIM KIZER Principal in Charge QA/QC Manger	Professional Engineer <ul style="list-style-type: none"> ■ Florida (53477) ■ Alabama (18493) ■ Georgia (32814) ■ North Carolina (043385) ■ South Carolina (28354)
CHRIS CRAWFORD SUE & GIS Manager	Certificate in Geographic Information Science, University of West Florida



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
Subsurface Utility Engineering Services for Okaloosa County Water & Sewer

RFQ NUMBER:
RFQ WS 52-22

ISSUE DATE: June 20, 2022

LAST DAY FOR QUESTIONS: June 30, 2022 at 3:00 P.M. CST

RFQ OPENING DATE & TIME: July 13, 2022 at 3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal 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 submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified

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

COMPANY NAME Ardurra Group, Inc.

MAILING ADDRESS 1988 Lewis Turner Blvd, Unit 3

CITY, STATE, ZIP Fort Walton Beach, FL 32547

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

TELEPHONE NUMBER: 850-244-5800 EXT: _____ FAX: _____

EMAIL: jcrews@ardurra.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID 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 BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: Joseph G. Crews PRINTED NAME: Joseph G. Crews, PE

TITLE: Practice Director DATE: 07/13/2022

**SUBSURFACE UTILITY ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER &
SEWER RFQ WS 52-22**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **Subsurface Utility Engineering Services (Utility Locating and Mapping Services) for Okaloosa County Water & Sewer**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST July 13, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:
DeRita Mason, Sr. Contracts and Lease
Coordinator
850-589-5960
dmason@myokaloosa.com

Digitally signed by Jeffrey A
Hyde
Date: 2022.06.15 07:42:37
-05'00'

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ WS 52-22):
SUBSURFACE UTILITY ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER**

GENERAL INFORMATION/SCOPE OF SERVICES

It is the intent of Okaloosa County, on behalf of its Water & Sewer Department (OCWS), to contract with a professional engineering firm for professional subsurface utility engineering and technical services that are applicable to the Okaloosa County Water and Wastewater System Sunshine State One-Call of Florida Subsurface Utility Engineering Services Projects (PROJECTS). The services including but not limited to: physically locating underground infrastructure, verifying the location, ticket management, database storage, database management, database updates, mapping and line location services for responding to Sunshine State One-Call of Florida service location tickets for components of the COUNTY's water distribution and wastewater collection systems.

More specific work tasks are presented below:

Manage, implement and perform the Sunshine State One Call of Florida Line Locate Tickets Program and line location services as required to meet and comply with the state mandated Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, Sunshine State One-Call of Florida Requirements, and the Standard Operating Procedures (SOPs) for Subsurface Utility Locates for OCWS. Establish operating procedures to locate buried water and sewer assets using GPR, other locating methods and equipment as appropriate, and information and data from existing COUNTY records.

Verify the centerline location of buried water and sewer assets using metal probes, vacuum excavation and other methods in accordance with criteria established by the COUNTY.

Monitor the One-Call tickets and transmit them to field crews as deemed necessary using the web-based positive response system to comply with the Sunshine State One-Call of Florida Requirements for confirming the status of tickets. Historical records will be maintained including ticket number, response code, dates of service, photographic documentation and database storage.

Assist the COUNTY with all claims associated with damage to the utilities caused by the neglect of others and defend the COUNTY, including presenting historical information; meeting with COUNTY Risk Management Department and County Attorney's Office; and obtaining and providing guidance with Sunshine State One-Call of Florida locating guidelines and rules.

Perform Geospatial Mapping survey and inventory of water and sewer assets in work areas identified by the COUNTY's representative. This activity includes physically locating specific components of the water and sewer systems and recording their horizontal locations using real-time corrected, sub meter GPS equipment.

Document the information and data collected for water and sewer assets and record the information and data using digital equipment and an electronic database that is compatible with the COUNTY's GIS database.

Coordinate with the COUNTY to upload the information and data collected in the COUNTY's GIS data base.

Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

The term of this contract will begin when all parties have signed and continue for three (3) years. The County reserves the right to renew the contract for two (2) one year contract periods upon mutual agreement in writing. The terms of the renewal periods will be negotiated up front and finalized into the initial three-year contract.

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

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once these fixed costs are negotiated and contracts signed, each miscellaneous

project will be negotiated to have work tasks that are either lump sum or time and expenses, with a not to exceed limit based on the negotiated cost schedules and expenses. The results of each negotiation will result in a Task Order for the miscellaneous project. The County's standard form of consulting agreement is attached and will be utilized.

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

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

MINIMUM QUALIFICATIONS

Engineering Firm must have a minimum of five (5) years of Subsurface Utility Engineering experience in the State of Florida working with Florida Sunshine State One-Call.

Minimum of three (3) representative projects completed by project manager or identified key team members of similar scope and scale in the last five (5) years.

Licensed Professional Engineer in the State of Florida for Civil or Subsurface Utility Engineering.

SUBCONTRACTING

The COUNTY will only consider subcontractors to participate in 20% of the scope of work covered by this RFQ. If any part of the work covered by this RFQ is to be subcontracted, the identity of the subcontracting organization(s) and the contractual arrangements made will be provided to the COUNTY. All subcontractors must be approved, in writing, by the COUNTY. The successful firm will also furnish the corporate name and the names of the officers of the proposed subcontractors. The COUNTY reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work.

QUALIFICATION PREPARATION INSTRUCTIONS

The RFQ and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The response must be completely responsive to the RFQ guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses shall be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum. (Required forms are excluded from the total page count)

The Committee will review the responses received unless determined to be non-responsive or non-responsible. The Committee will rank each response based on the scoring criteria provided below which demonstrate firm's understanding of the project, experience, organization, current workload, and the overall adherence to the RFQ. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top firms.

Response to the RFQ shall be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.

2. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform. Experience with programs similar in size and scope to those herein proposed. **20 points**
3. Firms Qualification: Firm’s reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm. Demonstrated expertise and experience in utilizing various mapping and data base software. **20 points**
4. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County. **20 points**
5. Performance Assurance: Firm demonstrates a history and willingness to meet schedule and budget requirements; cities past water and sewer examples. Current workload and firm’s capacity to perform future work. **15 points.**
6. Proposed Project Team and Work Proposes: Proposal provides adequate information regarding the qualifications and responsibilities of the assigned team. **15 points**
8. References: Feedback from references, representative of past experience in the State of Florida similar to the services described herein. **10 points**
9. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
10. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	06-20-2022
Deadline for Questions	06-30-2022 @ 3:00 P.M.
RFQ Response Due Date	07-13-2022 @ 3:00 P.M.
Selection Review Committee Meeting	08-9-2022 @ 9:00 P.M.
Oral Presentations *if needed*	Week of August 22, 2022
Recommend Award to BCC via ITA	08-30-2022
Contract Negotiations	09-01-2022 –09-09-2022
Finalize/Execute Agreement	09-20-2022

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

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

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

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

Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

Qualifications submitted by an individual shall show the respondent's name and official address.

Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.

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

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

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.
6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
10. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
11. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

12. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
13. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

14. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
15. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
18. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

- 19. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.
- Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 20. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 21. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
- 22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 23. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 24. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 25. CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.
28. **INDEMNIFICATION & HOLD HARMLESS** -CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause
29. **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 disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.
30. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-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. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.
31. **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.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

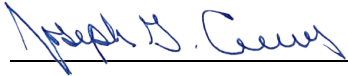
- a. Drug-Free Workplace Certification Form
- b. Conflict of Interest
- c. Federal E-Verify
- d. Cone of Silence Form
- e. Indemnification and Hold Harmless
- f. Addendum Acknowledgement
- g. Company Data
- h. System Award Management Form
- i. List of References
- j. Certification Regarding Lobbying
- k. Sworn Statement – Public Entity Crimes
- l. Governmental Debarment & Suspension
- m. Vendors on Scrutinized Companies List
- n. Certificate of Good Standing for the State of Florida-provided by contractor
- o. Federal Clauses
- p. Buy American Certificate

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:	<u>07/13/2022</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Ardurra Group, Inc</u>	NAME:	<u>Joseph G. Crews, PE</u> (Typed or Printed)
ADDRESS:	<u>1988 Lewis Turner Blvd, Unit 3</u> <u>Ft Walton Beach, FL</u> <u>32547</u>	TITLE:	<u>Practice Director</u>
PHONE NO.	<u>850-244-2800</u>	E-MAIL:	<u>jcrews@ardurra.com</u>

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)

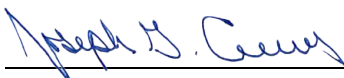
POSITION(S)

NAME(S)

POSITION(S)

FIRM NAME: Ardurra Group, Inc.

BY (PRINTED): Joseph G. Crews, PE

BY (SIGNATURE): 

TITLE: Practice Director

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

PHONE NO.: 850-244-5800

E-MAIL : jcrews@ardurra.com

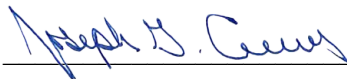
DATE: 07/13/2022

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, Respondent 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 respondent while the respondent is on the Active Contractors List , and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the time the respondent is on the Active Contractors List; and shall provide documentation 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: 07/13/2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews, PE

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

TITLE: Practice Director

E-MAIL: jcrews@ardurra.com

PHONE NO.: 850-244-5800

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 place respondents on the Active Contractors List or 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 Joseph H. Coney representing Ardurra Group, Inc.
Signature Company Name

On this 13 day of July 2022, I hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Ardurra Group, Inc.
Proposer's Company Name
1988 Lewis Turner Blvd, Unit 3,
Fort Walton Beach, FL 32547
Physical Address
same
Mailing Address
850-244-5800
Phone Number
850-978-0015
Cellular Number
07/13/2022
Date

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

ADDENDUM ACKNOWLEDGEMENT
RFQ WS 52-22

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

ADDENDUM NO.

DATE

1

06/30/2022

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

COMPANY DATA

Respondent's Company Name: Ardurra Group, Inc.

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

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

Phone #: 850-244-5800

Cell #: 850-978-0015

Email: jcrews@ardurra.com

Federal ID or SS #: 59-1782900

Respondent's License #: FL COA #2610

DUNS#: 09-298-1521

Fax #: _____

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

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

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

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

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

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name: Ardurra Group, Inc.

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

Duns Number: 09-298-1521

CAGE Code: 5PTY7

LIST OF REFERENCES

1. Owner's Name and Address: Pensacola Christian College
250 Brent Lane, Pensacola, FL 32503
Dan Moye,
Contact Person: Director of Facilities Telephone # (850) 969-1610
Email: dmoye@pcci.edu

2. Owner's Name and Address: Seascape (HOA Management Virtuous Management)
112 Seascape Drive, Miramar Beach, FL 32550
Danny Lightfoot
Contact Person: HOA Manager Telephone # (850) 269-0122
Email: dannyl@virtuousmg.com

3. Owner's Name and Address: Midway Water System
4971 Gulf Breeze Parkway, Gulf Breeze, FL 32563
Mike Bobick
Contact Person: Maintenance Director Telephone # (850) 791-0719
Email: mbobick@midwaywater.com

4. Owner's Name and Address: The Fike Companies
9764 Whithorn Drive, Houston, TX 77095
Denis Anderson
Contact Person: VP of Development Telephone # (281-382) 7117
Email: denise@costorde.com

5. Owner's Name and Address: Okaloosa Gas District
364 Valparaiso Parkway, Valparaiso, FL 32580
Eddie Springle
Contract Person: VP of Marketing Telephone # (850) 729-4700, ext 855
Email: eddiespringle@okaloosagas.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 31U.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,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Joseph G. Crews Signature of Contractor's Authorized Official

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

07/13/2022 Date

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

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

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

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

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

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

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

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

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

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

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

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

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.]

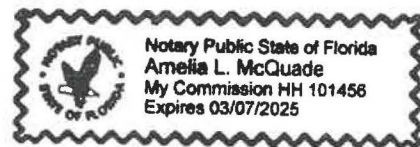
Date: 07/13/2022 Signature: *Joseph B. Coney*

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 13 day of July, in the year 2022.

My commission expires: 03/07/2025
Notary Public
Amelia L. McQuade



Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:
Personally Known

Type of ID

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**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.

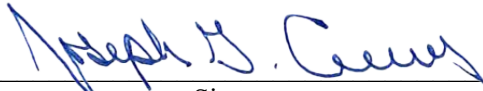
[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

joseph G. Crews, PE, Practice Director

Printed Name and Title of Authorized Representative



Signature

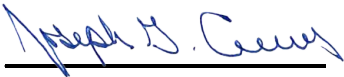
07/13/2022

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE:	<u>07/13/2022</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Ardurra Group, Inc.</u>	NAME:	<u>Joseph G. Crews, PE</u> (Typed or Printed)
ADDRESS:	<u>1988 Lewis Turner Blvd, Unit 3,</u> <u>Fort Walton Beach, FL 32547</u>	TITLE:	<u>Practice Director</u>
		E-MAIL:	<u>jcrews@ardurra.com</u>
PHONE NO.:	<u>850-244-5800</u>		

Grant Funded Clauses

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

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

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant no. American Rescue Plan Act. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance

by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the *Proposer*’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer*’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

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

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

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

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

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

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in

accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

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

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

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

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

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

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

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

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

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

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

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

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

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

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

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

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

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

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

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

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

DATE: 07/13/2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews, PE

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

TITLE: Practice Director

E-MAIL: jcrews@ardurra.com

PHONE NO.: 850-244-5800

Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: 07/13/2022
SIGNATURE: Joseph G. Crews
COMPANY: Ardurra Group, Inc.
NAME: Joseph G. Crews, PE
TITLE: Practice Director

Certificate of Non-Compliance with Buy America Requirements

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

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

State of Florida

Department of State

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

The document number of this corporation is 555540.

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

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

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



Ronald R. DeSantis
Secretary of State

Tracking Number: 5760683584CC

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

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



ARDURRA



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

Detail by FEI/EIN Number

Florida Profit Corporation
ARDURRA GROUP, INC.

Filing Information

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

Principal Address

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

Changed: 04/09/2021

Mailing Address

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

Changed: 04/09/2021

Registered Agent Name & Address

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

Name Changed: 01/31/2020

Address Changed: 01/31/2020

Officer/Director Detail

Name & Address

Title CFO, Treasurer

Cahill, Catherine

4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title VP

Penna, Lisa
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title Secretary, Director

Lee, Christopher
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title Director, President, CEO

Aguilar, ERNESTO
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title VP

CHANG, ASHLEY
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title VP, Director

CLOUTIER, RICHARD
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title VP

Stouten, Jeffrey
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title Director

Kuzler, Christopher
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title As V

Ross, Michael
4921 MEMORIAL HWY
TAMPA, FL 33634-7520

Title As V

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

Title Director

Brindisi, Anthony
4921 Memorial Highway
Tampa, FL 33634

Title Director

Bishop, James
4921 Memorial Highway
Tampa, FL 33634

Title Director

Costello, Rob
4921 Memorial Highway
Tampa, FL 33634

Title AS Vice President

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

Annual Reports

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


Document Images

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

01/16/2017 -- ANNUAL REPORT	View image in PDF format
10/19/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
06/16/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2016 -- Merger	View image in PDF format
01/27/2016 -- ANNUAL REPORT	View image in PDF format
07/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
01/30/2014 -- ANNUAL REPORT	View image in PDF format
02/07/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/29/2010 -- ANNUAL REPORT	View image in PDF format
05/29/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
01/23/2008 -- ANNUAL REPORT	View image in PDF format
02/28/2007 -- ANNUAL REPORT	View image in PDF format
01/27/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
02/11/2004 -- ANNUAL REPORT	View image in PDF format
01/31/2003 -- ANNUAL REPORT	View image in PDF format
04/03/2002 -- ANNUAL REPORT	View image in PDF format
02/14/2002 -- ANNUAL REPORT	View image in PDF format
02/03/2001 -- ANNUAL REPORT	View image in PDF format
01/22/2000 -- ANNUAL REPORT	View image in PDF format
04/23/1999 -- ANNUAL REPORT	View image in PDF format
02/18/1998 -- ANNUAL REPORT	View image in PDF format
09/16/1997 -- AMENDED AND RESTATED ARTICL	View image in PDF format
02/03/1997 -- ANNUAL REPORT	View image in PDF format
02/27/1996 -- ANNUAL REPORT	View image in PDF format
03/24/1995 -- ANNUAL REPORT	View image in PDF format

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Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs
Exclusions
Responsibility / Qualification

ARDURRA GROUP, INC.

Unique Entity ID
KDJLNJ742G43

CAGE/NCAGE
SPTY7

Registration Status	Active Registration
Expiration Date	Jan 28, 2023

Purpose of Registration
All Awards

Physical Address

**4921 Memorial HWY STE 300
Tampa, Florida
33634-7507, United States**

Mailing Address

**4921 Memorial HWY STE 300
Tampa, Florida
33634-7507, United States**

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
www.ardurra.com

State / Country of Incorporation
Florida, United States

Division Name
Ardurra Group, Inc.

Division Number
(blank)

Congressional District
Florida 14

Registration Dates

Activation Date
Feb 1, 2022

Submission Date
Jan 28, 2022

Initial Registration Date
Sep 16, 2009

Entity Dates

Entity Start Date

Dec 19, 1977

Fiscal Year End Close Date

Dec 31

Immediate Owner

CAGE

(blank)

Legal Business Name

(blank)

Highest Level Owner

CAGE

(blank)

Legal Business Name

(blank)

Executive Compensation

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

Proceedings Questions

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

SAM Search Authorization

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

Yes

ENTITY TYPES

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Organization Factors

(blank)

Entity Type

Business or Organization

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Accepts Credit Card Payments

No

Debt Subject To Offset ([What is this?](#))

No

Account Details

EFT Indicator

0000

CAGE Code

5PTY7

POINTS OF CONTACT

Electronic Business



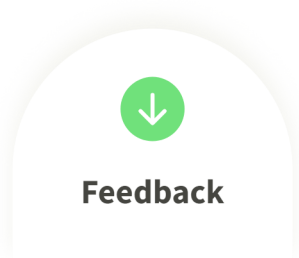
★ Richard Cloutier, Vice President

**4921 Memorial Highway
Suite 300
Tampa, Florida 33634-7507
United States**

Government Business

 **Richard Cloutier**

**4921 Memorial Highway
Suite 300
Tampa, Florida 33634-7507
United States**



Our Website
Our Partners
Policies
Customer Service



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

EXHIBIT "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/08/2022

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

OKALOOSA COUNTY

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

		<u>LIMIT</u>
1.	Workers’ Compensation	
	1.) State	Statutory
	2.) Employer’s Liability	\$500,000 each accident
2.	Business Automobile	\$1M each accident (A combined single limit)
3.	Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1M each occurrence
4.	Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

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

Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name & number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

Exhibit “C”

Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*).

Exhibit “D” FEDERAL CLAUSES

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

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS CONTRACT¹

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

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

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

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

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

Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

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

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of

race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

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

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* 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*. *Contractor* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

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

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *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).

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

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

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

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

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

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *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.

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

Federal Changes: *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*].

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

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

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *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.

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

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

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

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

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a

federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

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

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

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): **Applicability:** All Contracts that may receive federal grant funding or are funded with federal grant funding. **Requirement:** In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or

more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

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

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

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

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

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

DATE: 09/13/2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews

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

TITLE: Southeast Water Practice Director

E-MAIL: jcrews@ardurra.com

PHONE NO.: 850-978-0015

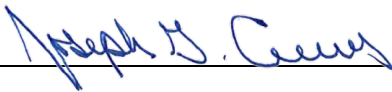
Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: 09/13/2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

NAME: Joseph G. Crews

TITLE: Southeast Water Practice Director

Certificate of Non-Compliance with Buy America Requirements

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____