

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/28/2022

Contract/Lease Control #: C22-3249-WS

Procurement#: RFQ WS 46-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: Ardurra Group, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2025 W/2 1 YR RENEWALS

Description of: GENERAL ENG SERVICES FOR WS

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

022-3249-105

Procurement/Contract/Lease Number: 46-22 Tracking Number: 488422  
Procurement/Contractor/Lessee Name: Andurra Grant Funded: YES \_\_\_ NO X  
Purpose: General Eng Services for WS  
Date/Term: 3 yrs w/ 2 yr renewals 1.  GREATER THAN \$100,000  
Department #: VARIOUS 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: P30 - per task order  
Department: WS Dept. Monitor Name: Lithell

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
Write Memo Date: 8-10-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**  
Approved as written: see email attached Date: 8-11-22  
\_\_\_\_\_ Risk Manager or designee Kristina Lofria

**County Attorney Review**  
Approved as written: see email attached Date: 9-9-22  
\_\_\_\_\_ County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, September 9, 2022 12:43 PM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** Kristina LoFria  
**Subject:** RE: Ardurra Group, Inc. 46-22

The Agreement is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

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

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, August 10, 2022 10:12 AM  
**To:** lhoshihara@myokaloosa.com  
**Cc:** Parsons, Kerry <KParsons@ngn-tally.com>; Kristina LoFria <klofria@myokaloosa.com>  
**Subject:** Ardurra Group, Inc. 46-22

Good morning,

Please review the attached. We will begin negotiations next week and request the fee schedule. The department wanted to get a head start on this review so that we could hopefully have the agreement reviewed and read for the Sept 6 meeting.

I will have 5 total agreements on this RFQ.

Thank you,

DeRita Mason



**DeRita Mason**

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**From:** Kristina LoFria  
**Sent:** Thursday, August 11, 2022 1:59 PM  
**To:** DeRita Mason  
**Subject:** RE: . . . .46-22

DeRita,

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](mailto:klofria@myokaloosa.com)  
850-689-5979



For all things Wellness please visit:

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

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

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

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.





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

## Detail by FEI/EIN Number

Florida Profit Corporation  
ARDURRA GROUP, INC.

### Filing Information

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

### Principal Address

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

Changed: 04/09/2021

### Mailing Address

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

Changed: 04/09/2021

### Registered Agent Name & Address

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

Name Changed: 01/31/2020

Address Changed: 01/31/2020

### Officer/Director Detail

#### **Name & Address**

Title CFO, Treasurer

Cahill, Catherine

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**

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

#### **Document Images**

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

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



# ARDURRA GROUP, INC.

Unique Entity ID <b>KDJLJN742G43</b>	CAGE / NCAGE <b>5PTY7</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 28, 2023</b>	
Physical Address <b>4921 Memorial HWY STE 300 Tampa, Florida 33634-7507 United States</b>	Mailing Address <b>4921 Memorial HWY STE 300 Tampa, Florida 33634-7507 United States</b>	

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

### Registration Dates

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

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

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

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

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

### Proceedings Questions

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

Active Exclusions Records?

No

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

Yes

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
--	--	--



**Socio-Economic Types**

Check the registrant's Reps & 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.

Accepts Credit Card Payments  
**No**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**5PTY7**

**Electronic Business**

ⓧ  
Richard Cloutier, Vice President

4921 Memorial Highway  
Suite 300  
Tampa, Florida 33634  
United States

**Government Business**

ⓧ  
Richard Cloutier

4921 Memorial Highway  
Suite 300  
Tampa, Florida 33634  
United States

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	221310	Water Supply And Irrigation Systems
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services

**Product and Service Codes**

PSC	PSC Name
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)
R424	Support- Professional: Expert Witness
R425	Support- Professional: Engineering/Technical

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States: Florida      Counties: (blank)      Metropolitan Statistical Areas: (blank)



# Board of County Commissioners Purchasing Department

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State of Florida

Date: August 12, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFQ WS 46-22

General Engineering Services for Okaloosa County Water and Sewer Department

Okaloosa County would like to thank all businesses, which submitted responses to provide General Engineering Services to Okaloosa County Water and Sewer Department. (RFQ WS 46-22)

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

**Baskerville, Donovan, Inc.**  
449 West Main Street  
Pensacola, FL 32502

**HDR Engineering, Inc.**  
25 W. Cedar Street, Suite 200  
Pensacola, FL 32503

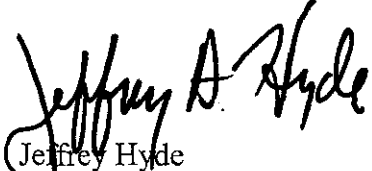
**Jacobs Engineering Group, Inc.**  
25 W. Cedar Street, Suite 350  
Pensacola, FL 32502

**Poly, Inc.**  
P.O. Box 841  
Shalimar, FL 32579

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

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

Respectfully,



Jeffrey Hyde  
Purchasing Manager

# TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (Master Services Agreement)

Between  
The Board of County Commissioners of Okaloosa County  
And  
ARDURRA GROUP, INC.

This Agreement made on Sept 20, 2022 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Ardurra Group, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL 32547.

## RECITALS

WHEREAS, COUNTY will require the services of qualified firms to perform certain professional and technical services for the COUNTY's projects, as determined by the COUNTY; and

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

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated July 13, 2022 in response to RFQ #WS 46-22.

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

## **SECTION 1. BASIC SERVICES**

**1.1. Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #WS 46-22 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

**1.2. Basic Services.** The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

*All professional services required to complete any public water and wastewater infrastructure project including, but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be*

CONTRACT: C22-3249-WS  
ARDURRA GROUP, INC.  
GENERAL ENG SERVICES FOR WS  
EXPIRES: 09/30/2025 W/2 1 YR RENEWALS

*assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the COUNTY's Capital Improvement Plan or under the purview of the Water & Sewer Department or another COUNTY department.*

*On an as-needed basis, COUNTY will issue Task Orders to the CONSULTANT describing the work required for each assignment to be undertaken under this AGREEMENT. In response, the CONSULTANT will prepare a scope of services and cost, which shall become part of the Task Order upon execution by both parties. No work will commence until a fully executed Task Order is received by the CONSULTANT.*

**1.3. Term of AGREEMENT.** This AGREEMENT will become effective from October 1, 2022, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2025. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

## **SECTION 2. ADDITIONAL SERVICES**

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

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

**3.1. The COUNTY's Responsibilities.** It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:

- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
- 3.1.2. Arranging for and holding promptly any required meetings.
- 3.1.3. Provide boundary and topographical surveys of the APWRF property. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
- 3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.



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

#### **SECTION 4. General CONSULTANT Obligations.**

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

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

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

**5.4. Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

## **SECTION 6. TIME SCHEDULE**

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

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

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

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

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

**7.3. Compensation.** The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on either a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project.

Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.

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

## **SECTION 8. CHANGES**

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

## **SECTION 9. DISPUTES**

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

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

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

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

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

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

## **SECTION 12. INSURANCE**

- 12.1. CONSULTANT's Coverage.** Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.
- 12.2. Additional Insured.** The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage.** The minimum required coverage is the following:

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

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

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

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

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

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

## **SECTION 13. GENERAL PROVISIONS**

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

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

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



**13.3.1. Representatives.**

13.3.1.1. The authorized representatives of the COUNTY shall be:

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

13.3.1.2. The authorized representative for CONSULTANT shall be:

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

13.3.1.3 Courtesy copy to:

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

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

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

13.4.1. Exhibit A - Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCWS.

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #WS 46-22, 2022.

13.4.3. Exhibit C - Standard Contract Clauses-Title VI

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

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

**13.11. Confidentiality and Public Records.**

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

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

13.11.3. Public Records. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536. PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

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

- 13.12. Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.13. Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.
- 13.17. CONSULTANT's Personnel at Construction Site.**
- 13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
- 13.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

- 13.17.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

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

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

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



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

**SECTION 15. AUTHORIZATION FOR EXECUTION**

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

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

The COUNTY  
Board of County Commissioners of  
Okaloosa County

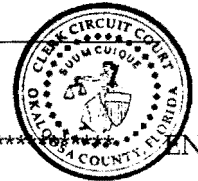
CONSULTANT  
Ardurra Group, Inc.

By: Mel Fonder  
Mel Fonder



Title: Chairman

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



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

By: Joseph G. Crews  
Joseph G. Crews

Title: Southeast water Practice Director

Witness 1: [Signature]

Witness 2: [Signature]

\*\*\*\*\*

Exhibit "A"

Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCWS.

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

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The purpose of this document is to describe the Ardurra Group, Inc.'s compensation and hourly per diem rate schedule for the initial 3-year contract period (Fiscal Year 2023 – 2025) and the optional 2-one year renewal periods (2026 & 2027).

## **Compensation**

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

**Table 1. Hourly Per Diem Rate Schedule**

<b>Classification</b>	<b>2023-2025 Per Diem Rate (\$)</b>	<b>2026-2027 Per Diem Rate (\$)</b>
Project Director	239.00	253.00
Program Manager	239.00	253.00
Group Leader	239.00	253.00
Senior Project Manager / CSM	232.00	246.00
Project Manager	199.00	211.00
Engineer VI	232.00	246.00
Engineer V	219.00	233.00
Engineer IV	197.00	209.00
Engineer III	181.00	192.00
Engineer II	167.00	177.00
Engineer I	126.00	134.00
Senior Construction Inspector	233.00	247.00
Construction Inspector III	118.00	126.00
Construction Inspector II	99.00	105.00
Construction Inspector I	84.00	90.00
SUE Supervisor	119.00	127.00
SUE Crew Chief	104.00	110.00
Field / SUE Tech III	92.00	101.00
Field / SUE Tech II	87.00	93.00
Field / SUE Tech I	79.00	83.00
Sr. GIS Analyst	137.00	145.00
GIS Tech II	101.00	107.00
GIS Tech I	83.00	88.00
Designer III	140.00	148.00
Designer II	119.00	127.00
Designer I	99.00	105.00
CADD Tech V	114.00	121.00
CADD Tech IV	108.00	114.00
CADD Tech III	104.00	110.00
CADD Tech II	98.00	104.00
CADD Tech I	93.00	99.00
Admin Assistant IV	100.00	106.00
Admin Assistant III	91.00	97.00
Admin Assistant II	77.00	81.00
Admin Assistant I	66.00	70.00

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

<b>Expense Category</b>	<b>Rate (\$)</b>
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 <sup>(1)</sup>	Cost + 5%

<sup>(1)</sup> 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.

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

Exhibit "B"  
Consultant's Proposal



QUALIFICATIONS FOR  
**RFQ WS 46-22 GENERAL  
ENGINEERING SERVICES**  
OKALOOSA COUNTY WATER & SEWER  
July 13, 2022



**ARDURRA**  
COLLABORATE. INNOVATE. CREATE.

Letter of Interest .....	1
Past Accomplishments .....	3
Firm's Qualifications .....	13
Performance Assurance .....	16
Responsiveness .....	19
Proposed Project Team .....	21
Regulatory & Grant Experience .....	27
References .....	32
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Business Credentials & Other .....	38





# LETTER OF INTEREST



July 13, 2022

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

**RE: Statement of Qualifications for General Engineering Services  
(RFQ WS46-22)**

To whom it may concern:

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

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

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

We have continued to work in partnership with OCWS to establish regional wastewater treatment at the APWRF and to assist you to develop and negotiate several contracts with surrounding water and sewer utilities, including the City of Fort Walton Beach and Eglin Air Force Base.

In 2010, Ardurra provided assistance to OCWS to negotiate a formal agreement to receive and treat wastewater flows from the City of Fort Walton Beach at the APWRF and to supply the City's golf course with as much as 1.55 million-gallons-per-day (mgd) of public access reuse water. Ardurra designed and managed the construction of the 2.0-mgd filtration and chlorine disinfection system improvements at the APWRF to produce reclaimed water service within the established budget and schedule in the agreement.



1988 Lewis Turner Blvd, Unit 3, Fort Walton Beach, FL, 32547  
Ph: 850-244-5800 | [www.ardurra.com](http://www.ardurra.com)



ARDURRA



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



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



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

In 2012, Ardurra designed and managed the construction services for two new pumping stations and force mains on Eglin AFB to collect and convey the wastewater flows from Eglin’s two main wastewater treatment facilities to the APWRF. Following this project, Ardurra assisted OCWS to negotiate with the Niceville-Valparaiso-Okaloosa County (NVOC) Regional Utility System to allow OCWS to separate from this regional facility.

In 2014, Ardurra designed and managed the construction services for a new pumping station to convey OCWS’s wastewater flows from the NVOC WRF, and other portions of OCWS’s service area, to the APWRF. The recurring savings or additional revenues generated from these regionalization projects are estimated at more than \$4 million annually, not including one-time connection or readiness-to-serve fees.

In 2016, Ardurra managed the \$13.5 million design-build project to expand the APWRF to 15-mgd and most recently, we successfully provided assistance to OCWS to obtain approximately \$3.0 million in funding, administered through the FDEP for additional reclaimed water treatment capacity and increase its regional partnership with Eglin AFB and the Niceville-Valparaiso Regional Sewer Board.

We are currently serving as the Owner’s Rep and Design Criteria Professional for the APWRF Solids Handling Expansion as well as the new Shoal River Ranch WRF design-build project.

Selecting Ardurra will translate into the following benefits for OCWS:

Ardurra Feature	OCWS Benefit
Ardurra has served as a principal consultant to OCWS for water and wastewater services similar to those included in this RFQ.	<b>Continuity:</b> Ardurra will provide staff with whom OCWS is already familiar. Our Team’s existing experience with OCWS projects ensures reliable, high quality engineering services.
Ardurra has served as OCWS’ Design Engineer on nearly \$100 million in major infrastructure improvement projects and we have unmatched institutional knowledge of OCWS’ water & sewer systems.	<b>No Learning Curve:</b> Ardurra will bring its vast experience working with OCWS staff, our familiarity with your water & sewer systems, our understanding of FDEP grant requirements, and our knowledgeable experience with other grant and loan programs.
Our professional staff combines national and regional knowledge with past and ongoing experience with OCWS.  Comprised largely of former staff of national consulting firms, Ardurra is locally situated in Fort Walton Beach.	<b>Best of Both Worlds:</b> OCWS benefits from an “extension of staff” with national expertise and local experience and relationships.  <b>Efficient, Local Experts:</b> OCWS receives national firm experience with the value, accessibility and responsiveness of a small, local firm.

Supported by our other regional offices in Florida, Alabama, Georgia, and South Carolina, our lead office for the projects assigned to us under this General Engineering Services agreement will be our office at 1988 Lewis Turner Boulevard, Unit #3, Fort Walton Beach, Florida 32547.

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

Sincerely,

**ARDURRA GROUP, INC.**



Joseph G. Crews, PE  
Practice Director



# PAST ACCOMPLISHMENTS



# 2 PAST ACCOMPLISHMENTS

The Ardurra team has been working with Okaloosa County for over 18 years, and has provided engineering, construction management, and subsurface utility engineering (SUE) services to support OCWS's water and wastewater operations. Ardurra has performed similar engineering and management services for other utilities across the Southeast. These services include serving as the Owner's Representative, Design Criteria Professional, program management, master planning and feasibility studies, design, and construction management services for water distribution, supply, treatment, and storage facilities, wastewater collection and transmission systems, pumping systems, and reclaimed water conveyance systems. We also evaluate, design, and manage construction of roadways and drainage facilities and many other public works projects. Our design services include selection of materials and preparation of specifications, estimates, and contract documents. We can provide our clients with capabilities in infiltration and inflow (I/I) reduction, hydraulic analysis, rehabilitation, hydrogen sulfide control, and customized maintenance software. Our SUE professionals have the capabilities to locate and map buried utilities and we have provided these services within the OCWS service area for nearly 17 years.

## ARBENNIE PRITCHETT WRF PROGRAM

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

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





### Doing More with Less

**Okaloosa County (Fla.) Saves Money on New Treatment Plant with Alternative Contracting Strategies**

**Project Details:** The new 10-MGD WRF... (text continues)

**Contracting Approaches:** The County... (text continues)

**Project Challenges:** The project... (text continues)

**Destination: Pipe Assessment**

Underground Infrastructure Management March/April 2018 Edition



## OCWS REGIONAL WASTEWATER PROJECTS

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

- Contract with the City of Fort Walton Beach to abandon its wastewater treatment plant and consolidate the City’s wastewater treatment at the Arbennie Pritchett WRF
- Consolidate wastewater treatment from the new 7th Special Forces Cantonment to the Arbennie Pritchett WRF and facilitate consolidation of wastewater treatment services of other adjacent military installations at the County’s facility

- Contract with Eglin AFB to consolidate wastewater treatment at the Arbennie Pritchett WRF, including design and construction management services of the Eglin Main and Plew Pump Stations
- Separate OCWS from the NVOC Regional Utilities System and to consolidate the County’s wastewater treatment from the East County service area to the Arbennie Pritchett WRF, including the design and construction of 4.0 mgd East County Re-Pump station allowing abatement of three aging submersible pumping stations (PS).

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

## OTHER MAJOR PROJECTS FOR OCWS

### APWRF Expansion Design Criteria and Owner’s Representative & Consulting Engineering

Ardurra was the DCP, Owner’s Rep, and Engineer for the expansion of the WRF from 10 mgd to 15 mgd. Professional engineering services for this project include procuring, overseeing, and coordinating with the design-build (D/B) contractor; preparing the Request for Qualifications (RFQ) for the D/B contractor, performing cost estimates, groundwater modeling, permitting, and engineering services during construction.



### OCWS Pump Stations & Force Mains

Ardurra has worked with OCWS to successfully complete major pump station (PS) and force main (FM) projects, including, but not limited to:

- Main Island PS Project
- East County Re-Pump Station and Force Main (FM)
- Improvements to the Clifford Street and Meigs Seminole PSs
- Eglin Main and Plew PSs and FM Project
- Shoal River Landing PS



## Annual FDEP Permit Renewals and Updates

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

## Engineering/Bonding Reports

Ardurra has assisted OCWS with their Bond Feasibility Study and Engineering Reports. Services included historical data collection; narrative of the OCWS existing water and wastewater systems; population projections, water demand and wastewater flow projections, a Five Year Capital Improvements Program (CIP) and narrative of specific projects; coordination with Financial Advisors and a CIP Funding and Financial Forecast Plan. Ardurra assisted the County with presentation of final report to potential funding sources and investment firms.

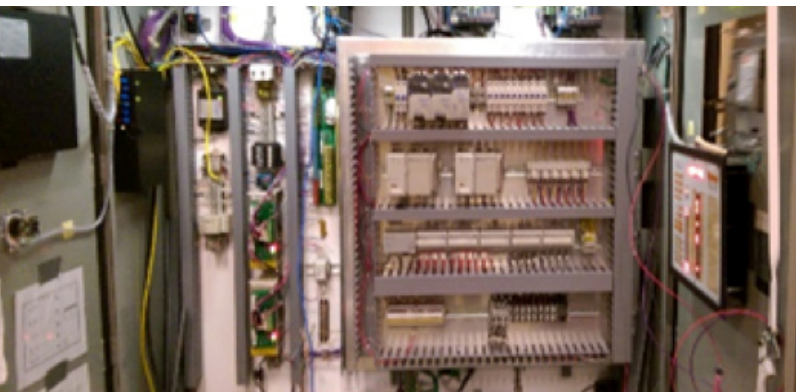


## Ratings Report

**Moody's assigns Aa3 to Okaloosa County, FL's \$67.3M Water & Sewer Rev. Rfdg Bonds, Ser. 2015**

**Affirms \$81.2M of outstanding parity debt**

Moody's Investors Service has assigned a Aa3 rating to Okaloosa County's (FL) \$67.3 million Water and Sewer Revenue Refunding Bonds, Series 2015. Concurrently, Moody's has affirmed the Aa3 rating on \$81.2 million of outstanding parity debt.



## SCADA and Instrumentation & Controls Support

Ardurra provides other specialized engineering services to OCWS, including design and troubleshooting of the OCWS instrumentation and control (I&C) systems and the supervisory control and data acquisition (SCADA) systems.

## Subsurface Utility Engineering & GIS Mapping

Ardurra has also provided SUE and GIS services to OCWS to locate and map its buried water and wastewater assets since 2003. We have also coordinated with the County's GIS department to update the electronic water and wastewater GIS maps to reflect the location of these buried assets.





## Eglin Main Pump Station & Plew Pump Station

### Okaloosa County Water & Sewer, FL

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

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

The scope of the Main PS and FM phases included a new wetwell system, four 160 hp submersible non-clog pumps and variable frequency drives. All controls were elevated and housed within a prefabricated pre-cast electrical building with a diesel driven emergency generator. The PS and discharge piping were designed to transmit a peak flow of 8.5 mgd. The anti-flotation designed RFP wetwell was 14" diameter x 22' deep. Pumps were VFD driven controlled with PLC and level transducer controls. Secondary backup floats are included along with two back-up soft start drives. All operations are controlled with local HMI and monitored remotely through fiber connected SCADA. All internal discharge piping, guide rails and pipe supports were constructed of 316L stainless steel. The 3.5 miles of



24" force main included 1925' of directional drilled HDPE pipe and 300' of jacked 36" steel casing under SR 85.

The scope of the Plew PS and FM phases included retrofitting an existing concrete wetwell with three 40 hp submersible non-clog pumps; motor control center; emergency generator. The PS and discharge piping were designed to transmit a peak flow of 2.0 mgd. Pumps were soft start PLC controlled using level transducer controls with secondary backup floats. The 3.6 miles of 16" force main included 710' of directional drilled HDPE pipe and 130' of jacked 36" steel casing under SR 85. The FM runs directly through the main base housing and emergency care facilities with directional drilling under the primary base access gate parkway. Installation required coordination with daily base activities and missions, temporary wastewater bypassing and MOT of FDOT and Military controlled roadways.

### RELEVANT SERVICES

- Study & Design
- Survey
- Plans, Specifications & Contract Documents
- Cost Estimating
- Permitting
- Construction Inspection, Management & Administration
- BCC & Public Presentations

### RELEVANT SCOPE

- SCADA
- Water/Wastewater Treatment Plants
- Disposal Systems
- Lift Stations
- Water/Sewer Mains & Services, Other Components Of Distribution/Collection

### TEAM

- Jim Kizer - Program Manager
- Daniel Stevenson - Electrical Engineer
- Joey Crews - Project Manager
- Christina Leach - Permitting
- Kart Vaith - Design Principal in Charge

### CLIENT REFERENCE

Okaloosa County Water & Sewer  
 Jeff Littrell, Director  
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# Meigs Seminole Pump Station

## Okaloosa County Water & Sewer, FL

Okaloosa County Water and Sewer (OCWS) Department owns and operates three existing pumping stations in its East County service area (Niceville-Bluewater Bay). These pumping stations are connected in series and discharge directly to a regional wastewater treatment facility. OCWS identified several issues of concern about the capacity and reliability of the existing PSs and force mains to convey current and future flows. Ardurra performed an initial condition assessment to determine potential upgrades/improvement to consolidate the conveyance system.

Ardurra was then tasked to provide professional technical services including Engineering Design Services, Hydraulic and Surge Analysis; FDEP, USACE & FDOT Permitting; Geotechnical Engineering Services, Bid Phase, SDC, and RO services.

The project including the design of a new 5.3-mile 16-inch force main, including 2,500 linear feet of directionally drilled pipe. The replacement of an existing pump station with a new 14' RFP wetwell and a combined 4.2 MGD VFD controlled pumping capacity upgrade; a new fully enclosed 4.5 MGD repumping station with 4-centrifugal VFD driven pumps, climate controlled electrical room, 500 kW emergency generator and emergency by-pass pumping assembly.

The Repump station was designed for future expansion to 6.0 MGD with the addition of the fourth pump. It will also allow Okaloosa to convey all the wastewater from its East County service area to their facility (Arbennie Pritchett WRF) and eliminate customer usage charges



currently being paid to the regional facility.

The Meigs Seminole PS phase included a new wetwell system, 4- 105 hp submersible non-clog pumps and variable frequency drives. All controls were elevated and housed within a prefabricated, pre-cast electrical building with a diesel driven emergency generator. The pump station and discharge piping were designed to transmit a peak flow of 4.2 MGD. The anti-floitation designed RFP wetwell was 14" diameter x 20' deep. Pumps were VFD driven controlled by PLC and level transducer controls. All operations are controlled with local HMI and monitored remotely through fiber connected SCADA. All internal discharge piping, guide rails, and pipe supports constructed of 316L stainless steel.

Upon completion, the project included eliminating approximately 4.5 miles of aging 14" force main and eliminating two-3.0 MGD pumping stations from the Okaloosa's East County service area.

### RELEVANT SERVICES

- Study & Design
- Survey
- Plans, Specifications & Contract Documents
- Cost Estimating
- Permitting
- Construction Inspection, Management & Administration
- BCC & Public Presentations

### RELEVANT SCOPE

- SCADA
- Water/Wastewater Treatment Plants
- Disposal Systems
- Lift Stations
- Water/Sewer Mains & Services, Other Components Of Distribution/Collection

### TEAM

- Jim Kizer - Program Manager
- Daniel Stevenson - Electrical Engineer
- Joey Crews - Project Manager
- Christina Leach - Permitting
- Kart Vaith - Design Principal in Charge

### CLIENT REFERENCE

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## Shoal River Landing Pump Station

Okaloosa County Water & Sewer, FL



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

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

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

### RELEVANT SERVICES

- Study & Design
- Survey
- Plans, Specifications & Contract Documents
- Cost Estimating
- Permitting
- Construction Inspection, Management & Administration
- BCC & Public Presentations

### RELEVANT SCOPE

- SCADA
- Water/Wastewater Treatment Plants
- Disposal Systems
- Lift Stations
- Water/Sewer Mains & Services, Other Components Of Distribution/Collection

### TEAM

- Joey Crews - Project Manager
- Jim Kizer - Sr. Project Engineer
- Daniel Stevenson - Electrical / I&C Engineer

### CLIENT REFERENCE

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# Arbennie Pritchett Water Reclamation Facility

Okaloosa County Water & Sewer, FL



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

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

Ardurra, as the Design Criteria Professional (DCP), developed a conceptual plan for the new WRF

that included a new 10 mgd facility that would be easily expandable to 15 mgd. The new facility included a headworks with two 25 mgd perforated plate screens, a 37.5 mgd manual bypass screen, two 25 mgd vortex grit removal units, grit pumps and disposal systems. A new biofilter odor control system is provided to evacuate convey odors from the headworks to a wood-chip biofilter for treatment.

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

## RELEVANT SERVICES

- Studies & Design
- Surveys
- Plans, Specs, Contract Documents
- Cost Estimates
- Permitting
- Funding (Application & Management)
- Construction Inspection, Management, & Administration
- Design Build Services
- BCC & Public Presentations

## RELEVANT SCOPE

- SCADA
- Wastewater Treatment Plants
- Disposal Systems
- Lift Stations
- Water/Sewer Mains & Services, Other Components Of Distribution/Collection
- Reclaimed Water Infrastructure

## TEAM

- Jim Kizer - Program Manager
- Daniel Stevenson - Electrical Engineer
- Joey Crews - Project Manager
- Christina Leach - Permitting
- Kart Vaith - Design Principal in Charge

## CLIENT CONTACT

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

# Arbennie Pritchett WRF & Public Access Reuse System Expansion

## Okaloosa County Water & Sewer, FL

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

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

In 2018, Ardurra provided design services for adding 4.0 mgd of reclaimed water capacity, a new chlorine contact basin, gaseous chlorine feed system and building, reclaimed pump station with 2- 125 hp and 2-50 hp vertical pumps, 16- & 20-inch piping, new motor control center, and SCADA controls. The new basin and chlorine feed system provides the disinfectant contact time necessary to meet the Part III reuse system requirements for high-level disinfection. The Part III reclaimed water can be directed to the City of Fort Walton Beach General Reuse Service Area by a 16-inch diameter gravity pipeline or in the future to the City of Niceville reuse system at the



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

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

### RELEVANT SERVICES

- Studies & Design
- Surveys
- Plans, Specs, Contract Documents
- Cost Estimates
- Permitting
- Funding (Application & Management)
- Construction Inspection, Management, & Administration
- Design Build Services
- BCC & Public Presentations

### RELEVANT SCOPE

- Booster Stations
- SCADA
- Wastewater Treatment Plants
- Disposal Systems
- Water/Sewer Mains & Services, Other Components of Distribution/Collection
- Reclaimed Water Infrastructure

### TEAM

- Jim Kizer - Program Manager
- Daniel Stevenson - Electrical Engineer
- Joey Crews - Project Manager
- Christina Leach - Permitting
- Dave Rasmussen - D/B Project Manager During Construction

### CLIENT CONTACT

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



## Septage Receiving & FOG Station

### Okaloosa County Water & Sewer, FL

Residential septage and commercial fats, oils, and grease (FOG) in Okaloosa County was collected by private haulers and transported to privately owned and operated disposal system facilities located in the northern portion of the County where the material is screened, stabilized with lime, and then land applied. The State of Florida approved legislation FS 381.0065(6) to be fully implemented June 30, 2017 which prohibited land disposal of septage from on site sewage treatment and disposal systems. This new legislation specifically disallowed the on site disposal of pre-treated septage and required the septage to be treated at an FDEP permitted wastewater treatment facility. The Arbennie Pritchett WRF (APWRF) had a small septage receiving station that could handle limited amounts of septage typically received from RV's and portalets but was not equipped to handle the increased volumes and concentrations anticipated from all of the septic tanks and grease traps currently being land applied. In addition, this new unfunded legislation created the very real possibility of illegal discharges, either into the environment or unauthorized dumping into manholes.

The County issued Ardurra an emergency scope of work to construct a new facility at its APWRF capable of receiving an estimated 40,000 to 50,000 gallons per day of domestic septic tank waste and FOG from commercial grease traps. The overall scope of services Ardurra received included program management, design, and construction services for a new 700 gpm Septage Receiving and FOG Station, including a new offloading access roadway, weigh



station, separate grit and grease disposal/loading units, polyethylene storage tanks, lighted structural canopy cover, pumping station, and miscellaneous piping modifications. For this project, Ardurra was tasked to complete the project within one-year period. The project challenges that were identified early were as follows:

- Expedited FDEP permit modification and the County's existing Water and Sewer Ordinance, including manifest requirements, fees and enforcement procedures for receiving the additional septic tank waste and FOG.
- Pre-order major equipment components to expedite delivery and run concurrently with construction contract procurement.
- Managing the project's limited budget and installation timeframe to have the system in full operation prior to the on site disposal termination date of June 30, 2017. (This project was completed in advance of the state-mandated operational period.)

### RELEVANT SERVICES

Studies & Design  
 Surveys  
 Plans, Specs, Contract Documents  
 Cost Estimates  
 Permitting  
 Construction Inspection, Management, & Administration  
 Design Build Services

### RELEVANT SCOPE

SCADA  
 Water/Wastewater Treatment Plants  
 Disposal Systems  
 Lift Stations  
 Water/Sewer Mains & Services, Other  
 Components of Distribution/Collection

### TEAM

Jim Kizer - Project Manager  
 Joey Crews - Project Engineer  
 Kart Vaith - QA/QC Reviewer

### CLIENT CONTACT

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

## Reverse Osmosis Water Treatment Plant (RO WTP) Rehabilitation

### City of Dunedin, FL

Over the years, Ardurra has performed a number of rehabilitations and upgrades to various systems at the City's 9.5 MGD RO WTP including:

- The complete evaluation, tear down and retrofit of the plant's 9.5 mgd pretreatment green sand filters.
- Evaluation and design services for the emergency repair of a failure in the 30-inch 316L stainless steel piping conveying  $\pm 180$  psi feedwater to the plant's four (4) membrane skids;
- The replacement of three vertical turbine transfer pumps and their variable frequency drives, piping modifications, electrical system improvements, an electrical grounding system and ground storage tank rehabilitations;
- Installation of a raw water chlorine feed system designed to oxidize hydrogen sulfide and iron;
- The evaluation and replacement of all sodium hydroxide, sulfuric acid and hydrofluorosilicic acid piping and valves at the facility's Chemical Bulk Storage System;
- Evaluating converting the plant's disinfection system from gaseous chlorine to sodium hypochlorite.
- Plant security and Process Safety/Risk Management evaluations;
- Installation of an anti-scalant feed system;
- Development of an Excel based hydraulic model of the plant process;
- Design-Build services for installation of a new wellfield SCADA system.



Most recently, Ardurra completed a Master Plan Study for the treatment plant with the aim of identifying projects that will reduce energy consumption, increase process efficiencies, lower operating costs, facilitate maintenance and address anticipated changes in regulatory requirements. Preliminary designs were completed for a number of the proposed upgrades and all of the proposed improvements were planned so that they can be implemented without interrupting plant operations. The Master Plan will be used as a guideline for implementing a large-scale refurbishment of the entire treatment plant.

### RELEVANT SERVICES

- Studies & Design
- Surveys
- Plans, Specs, Contract Documents
- Cost Estimates
- Permitting
- Funding (Application & Management)
- Construction Inspection, Management, & Administration
- Design Build Services

### RELEVANT SCOPE

- Potable Water Wells
- Tanks
- Booster Stations
- SCADA
- Water Treatment Plants
- Water Mains & Services, Other Components of Distribution/Collection

### TEAM

- Chris Kuzler - Project Manager
- Loc Truong- Project Engineer
- Ben Turnage - Project Engineer

### CLIENT CONTACT

- City of Dunedin
- Jorge Quintas, PE, Deputy City Manager
- Ph: 727-298-3175
- E: jquintas@dunedinfl.net

# FIRM'S QUALIFICATIONS



# 3 FIRM'S QUALIFICATIONS

## KEY BENEFITS & VALUE OF ARDURRA FOR OKALOOSA COUNTY

### Sound Reputation & High Level of Competence

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

### Proven Project Delivery and Quality

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

### Water, Wastewater, Stormwater Expertise:

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

We have been providing general engineering services to OCWS since 2003!

### Adequate Personnel

**Local Staff with Relevant Experience:** Ardurra's team for this project includes local and widely recognized subject matter experts, project managers, and support staff, with Okaloosa County experience. This, along with our institutional knowledge of OCWS facilities, will serve as a support to OCWS for years to come.

This local presence enables us to remain nimble and available to support any of OCWS's needs under this contract.

We have been the design criteria professional and / or engineer of record for dozens of water and wastewater treatment facilities in the Southeast United States over the last 20 years - many of which have been continuously maintained by the same local staff - a testament to our ability to mobilize local and firm-wide resources, technical capabilities, responsive service, and our commitment to our clients' needs.

**Uniquely Qualified Team:** This team is uniquely qualified for this project because the numerous projects we have successfully performed for OCWS under our previous general services agreements, including:

- From 2007 to 2022, **JOEY CREWS** has served as the Project Manager for OCWS capital improvement program projects, including management of the APWRF Design-Build projects; the current 5.0 mgd Solids Handling Expansion Design-Build, regionalizing wastewater treatment from the City of Fort Walton Beach, Eglin Main, Duke Field, 7th Special Forces and Camp Rudder base as well as the East County service area; the 6.0 mgd reclaimed water system; the various pumping stations and force main tie-ins; numerous studies and alternative evaluations, grant funding application assistance and bond reports; permitting assistance; and other general engineering services.



- **JIM KIZER** served as the Program Manager and Principal-in-Charge of the Arbennie Pritchett WRF Program Management team, facilitating design meetings and contract negotiations, and over-sight of the many consultants and contractors. Mr. Kizer is a Senior Process engineer with Ardurra and has served in this role on many of the projects completed by Ardurra over the past several years.
- **DAVE RASMUSSEN** is a Senior Project Manager was the Project Manager at Ardurra and manages several design and construction projects in North Florida. While at another firm, he served on the team that completed final design, construction, and startup of the Arbennie Pritchett WRF expansion project. His specific process knowledge of water and wastewater process design will be irreplaceable.
- For the past 5 years, **DANIEL STEVENSON** has provided on-going electrical engineering and SCADA integration and instrumentation and control (I&C) support to OCWS, including modifications and upgrades to the Arbennie Pritchett WRF SCADA and CMMS systems. His expertise and understanding of the existing instrumentation and control (I&C) systems at the APWRF, and the OCWS SCADA system, will ensure that the I&C systems will be designed to smoothly integrate with your SCADA requirements and systems.

- **CHRISTINA LEACH** provides permitting coordination for OCWS on all its FDEP and statewide requirements and prepared the 2016 Operational Permit renewal application for the OCWS Arbennie Pritchett WRF, including updating the Reuse Operating Protocol.

**National Resources to Support our Team:** General Engineering services contracts, such as this one, will require a depth and breadth of resources available at all times. Serving you from our Fort Walton Beach, FL, office, we offer 300+ regional staff in 20 offices across the Southeast (with over 50 offices and 900 staff nationwide) including licensed water and wastewater plant operators. Ardurra's deep bench of local project managers, subject matter experts (SME), design leaders, and support staff can deliver a variety of services; we understand the need for responsive, timely services on all our contracts. We leverage the benefits of our subject matter experts' national experience within each local office to provide a unique offering of superior technical acumen, rooted in altruistic values.



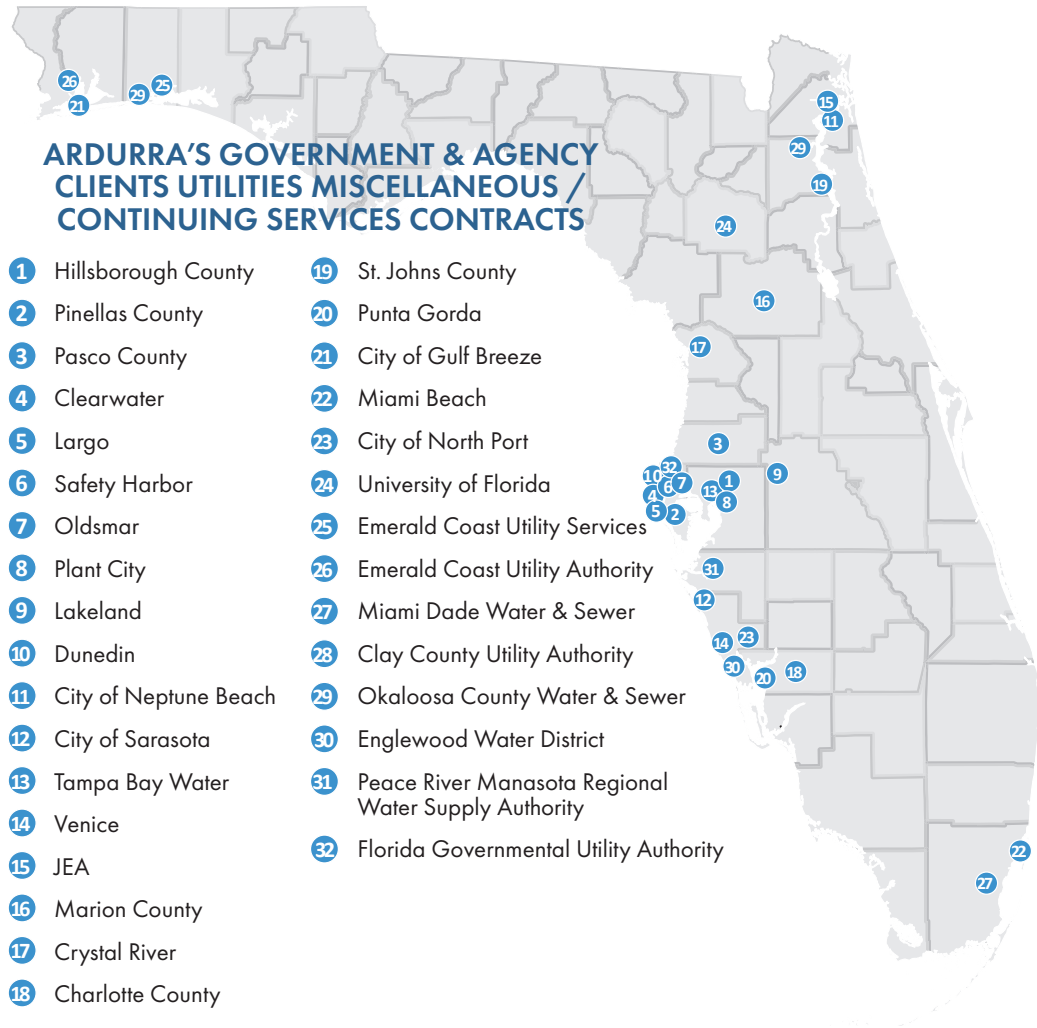
## Repeat Business

**Okaloosa County History:** Ardurra has been awarded over 150 task orders / contracts with Okaloosa County since 2011. During that period, we have made no request to increase our budget due to project overruns or errors by Ardurra. Any increases were at the request of the Client for changes or additions to the original scope. *These projects were completed on-time and within the budget.* Many times, our team has been able to work within the original contract value and perform additional tasks to assist OCWS as needed. This represents our ability to be efficient in our services and avoid unnecessary expenses to the project. 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 APWRF project. The project was completed approximately four months ahead of the original schedule and delivered under budget with a \$1M savings to Okaloosa County.

**Repeat Business throughout Florida:** Ardurra has been providing multi-disciplinary consulting services to municipalities and agencies in Florida for over 43 years, providing practical and economical engineering solutions to Florida governments and public utility authorities serving utility systems. Our diverse experience and expertise spans the entire project delivery cycle. From planning through design, permitting, construction and operation of a treatment plant, pump station, pipeline or collection

/ distribution system, we do it all. The majority of our municipal work experience has been assigned through our 30+ continuing and miscellaneous utilities engineering contracts we have with Florida governments and agencies. We have maintained positive relationships with our clients which has resulted in long-standing contracts and a high level of repeat business.

The figure below demonstrates the utility contracts Ardurra holds, and has held, for many years.



# PERFORMANCE ASSURANCE



# 4 PERFORMANCE ASSURANCE

## HISTORY & WILLINGNESS TO MEET SCHEDULE

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

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

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

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

## HISTORY OF ACCURATE COST ESTIMATING

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

### Value Engineering

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

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

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

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

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

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

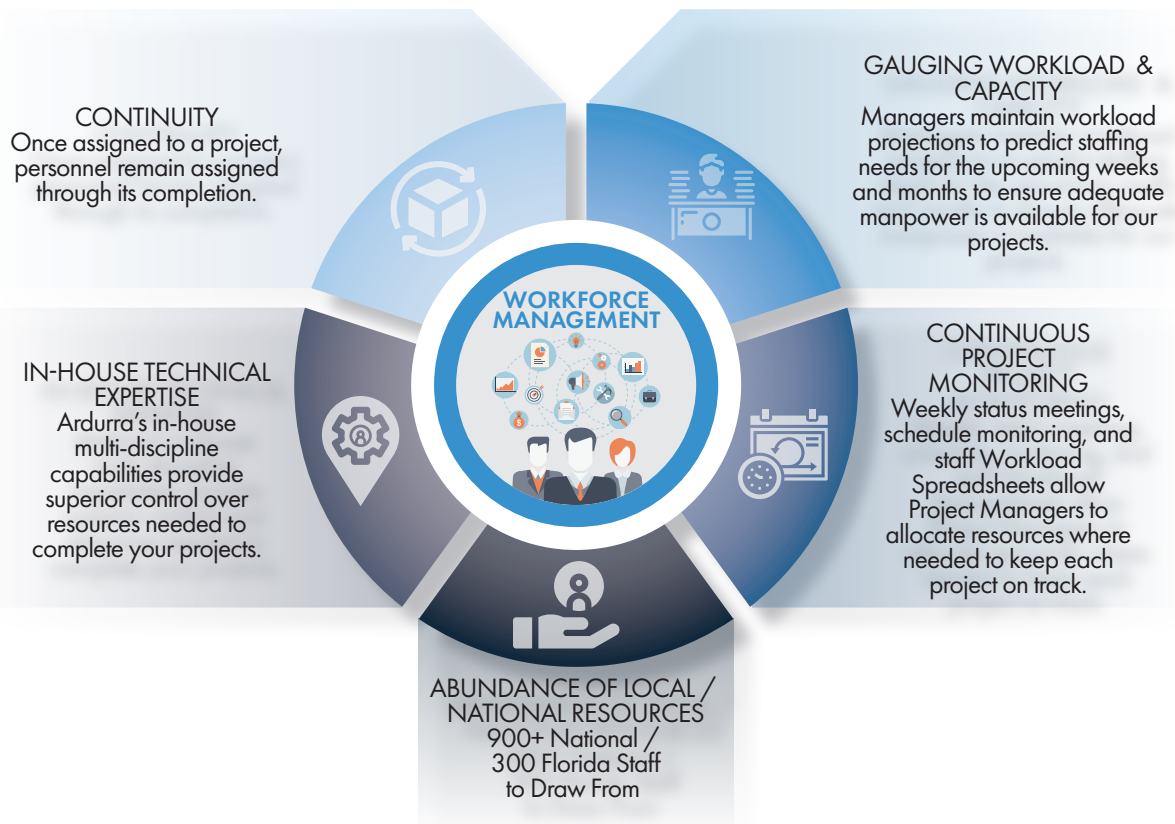
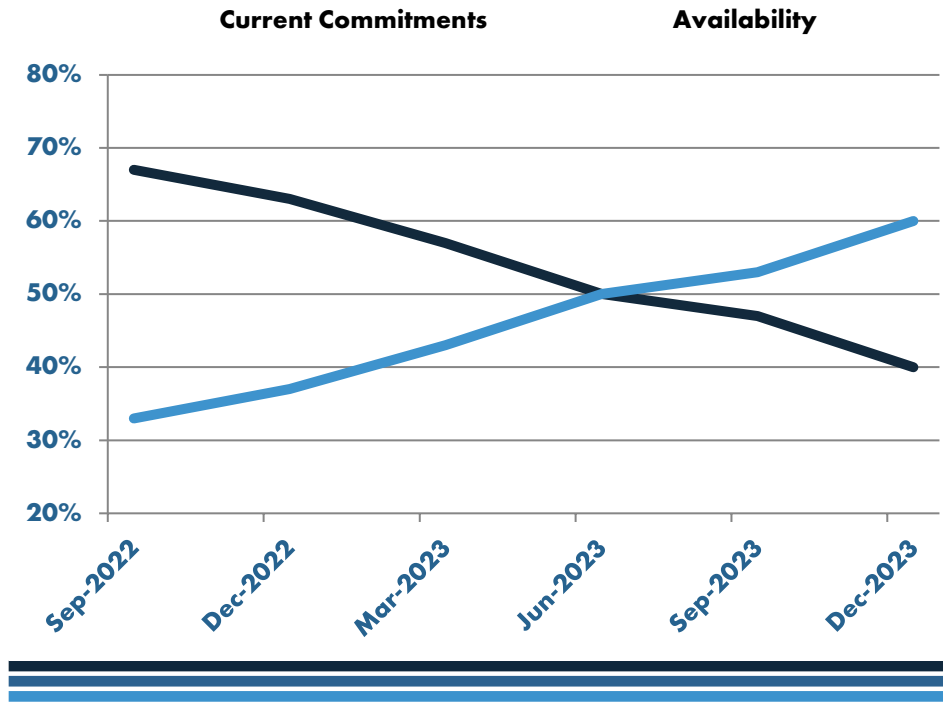
## CURRENT & PROJECTED WORKLOADS

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 projects will meet the demand of OCWS's schedule.

Ardurra's current and projected workloads indicate that our Fort Walton Beach office, and supporting offices, have sufficient capacity to successfully deliver the potential scope of services contemplated in the RFQ and will be further supported by our other local Florida offices: Tampa, Orlando, and St. Augustine. All OCWS projects we receive are, and will continue to be, managed through our Fort Walton Beach office.

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

## Ardurra Team Aggregate Availability



# RESPONSIVENESS





# 5 RESPONSIVENESS

We understand the scope of services required for the County because we have been providing these same services to OCWS for almost two decades. Ardurra's professionals have expertise in a broad range engineering fields relevant to OCWS' needs, including water, wastewater, stormwater, electrical engineering, general utility consulting, software and modeling, services during construction, alternative project delivery services, master planning, emergency response work, and grant assistance. The table shows a few select Florida projects to demonstrate our expertise.

Project	Client	Project Type	Planning, Basis of Design Reports, PFDs, and P&IDs	Design, Plans, Specs, Contract Documents	Permitting	Hydraulic Modeling	Construction Inspection, Management, & Admin	Electrical, I&C, SCADA	Structural & Architectural Design
Water Service Improvements	OCWS, FL	water transmission	✓	✓	✓	✓	✓		
Arbennie Pritchett WRF Design Build Project	OCWS, FL	wastewater treatment	✓	✓	✓	✓	✓	✓	✓
Arbennie Pritchett WRF Expansion	OCWS, FL	wastewater treatment	✓	✓	✓	✓	✓	✓	✓
Bob Sikes WRF Expansion & Improvements	OCWS, FL	wastewater treatment	✓	✓	✓	✓	✓	✓	✓
Clifford PS Upgrade	OCWS, FL	pump station		✓	✓	✓	✓	✓	
Main Island PS & FM Improvements	OCWS, FL	pump station	✓	✓	✓	✓	✓	✓	
Eglin Main PS & FM	OCWS, FL	pump station, transmission/collection		✓	✓	✓	✓	✓	✓
Eglin Plew PS & FM	OCWS, FL	pump station, transmission/collection		✓	✓	✓	✓	✓	
7th Special Forces PS	OCWS, FL	pump station		✓	✓	✓	✓	✓	
Meigs Seminole PS	OCWS, FL	pump station		✓	✓	✓	✓	✓	
Garniers RePump Station	OCWS, FL	pump station	✓	✓	✓	✓	✓	✓	✓
East County Water Transmission System Evaluation & Improvements	OCWS, FL	pump station, transmission/collection	✓	✓	✓	✓	✓	✓	✓
East County RePump Station	OCWS, FL	pump station	✓	✓	✓	✓	✓	✓	✓
Main Street Force Main Replacement	JEA, FL	transmission/collection	✓	✓	✓	✓	✓		
Riverview Water Main Replacement	JEA, FL	transmission/collection	✓	✓	✓	✓	✓		
Arlington East WWTF Plant Pump Station	JEA, FL	pump station	✓			✓	✓	✓	✓
Monterey WRF Improvements	JEA, FL	wastewater treatment	✓	✓	✓	✓	✓	✓	✓
Lofton Oaks WTP Improvements	JEA, FL	water treatment	✓	✓	✓	✓	✓	✓	✓



Project	Client	Project Type	Planning, Basis of Design Reports, PFDs, and P&IDs	Design, Plans, Specs, Contract Documents	Permitting	Hydraulic Modeling	Construction Inspection, Management, & Admin	Electrical, I&C, SCADA	Structural & Architectural Design
			✓	✓	✓	✓	✓	✓	✓
Anastasia Island WWTF Evaluation & Improvements	St. Johns County Utility Dept, FL	wastewater treatment	✓	✓	✓	✓	✓	✓	✓
State Road 16 WWTF Evaluation & Improvements	St. Johns County Utility Dept, FL	wastewater treatment	✓	✓	✓	✓	✓	✓	✓
Hastings WTP Improvements	St. Johns County Utility Dept, FL	water treatment	✓	✓	✓	✓	✓	✓	
CR214 WTP Improvements	St. Johns County Utility Dept, FL	water treatment	✓	✓	✓	✓	✓	✓	
Riverside Lift Station & Odor Control	St. Johns County Utility Dept, FL	pump station	✓	✓		✓	✓	✓	✓
Six Mile 1 Master Lift Station Improvements	St. Johns County Utility Dept, FL	pump station	✓	✓	✓	✓	✓	✓	✓
Dunedin Well Pump No. 4	City of Dunedin, FL	water wells	✓	✓	✓	✓	✓	✓	
Curlow Road Elevated Storage Tank & Booster Pump Station	City of Dunedin, FL	pump station, water storage	✓	✓	✓	✓	✓	✓	✓
Water & Wastewater Master Plan	City of Dunedin, FL	water/wastewater treatment	✓			✓			
Reclaim Water Main Distribution System	City of Venice, FL	reclaim water, transmission/collection	✓	✓	✓				✓
Suncoast Parkway Regional Water System Model & Evaluation	Citrus County Water Resources, FL	water transmission	✓			✓			
RO WTP No. 1, 2, & 3 and Storage Tank	City of Clearwater, FL	water treatment, water wells	✓	✓	✓				
Reuse Master Plan	Pasco County, FL	reclaim water	✓			✓			
Water Transmission Improvements	Emerald Coast Utilities Authority, FL	water transmission	✓	✓	✓	✓			✓
Reclaimed Water Main 3A & 3B	Pinellas County, FL	reclaim water, transmission/collection	✓	✓	✓	✓	✓		✓
UF Reclaimed Master Plan	University of Florida, FL	reclaim water	✓						✓

# PROPOSED PROJECT TEAM

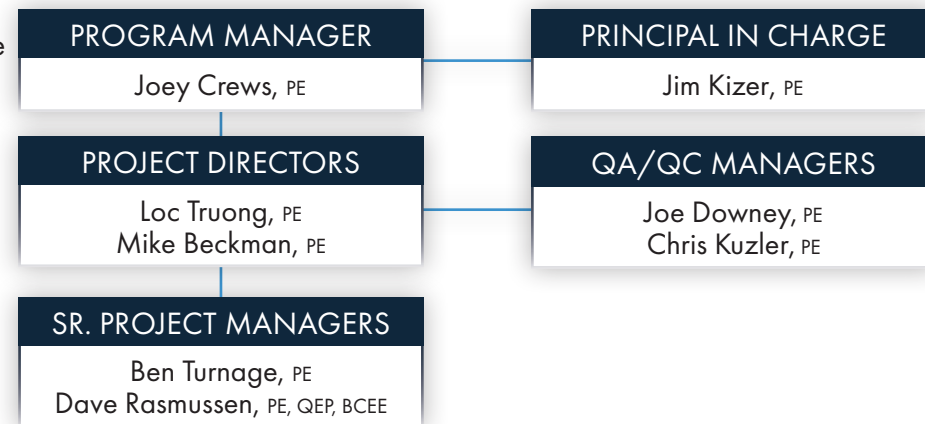


# 6 PROPOSED PROJECT TEAM

Each project team member was carefully selected for this contract based on very specific and relevant design-build, water and wastewater treatment, collection / transmission / distribution, stormwater, roadway, permitting, funding, and project management experience. Our team has the capability, availability, and experience to deliver quality projects, minimize disruption to the environment, and ensure all work is completed within budget and on schedule.

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

This team has worked together before on similar projects and has performed exceptionally well together. We will leverage established tools and processes based on industry best practices, successes, and lessons learned from similar engagements and OCWS projects. Brief bios for our team key staff are listed in the following pages.



**MODELING**

**PROCESS MODEL**  
Christina Leach, PE

**HYDRAULIC MODEL**  
Ben Lawrence, PE

**GROUNDWATER MODEL**  
Jeff Brown, PG<sup>1</sup>

**ENGINEERING DESIGN**

**WASTEWATER TREATMENT**  
Dave Rasmussen, PE, QEP, BCEE  
Jim Kizer, PE

**WATER TREATMENT & STORAGE**  
Jim Smith, PE

**DISTRIBUTION / TRANSMISSION / COLLECTION**  
Dan Huggins, PE  
Ben Turnage, PE

**PUMP STATIONS**  
Mike Beckman, PE  
Aaron Baird, PE

**ELECTRICAL / SCADA / I&C**  
Daniel Stevenson, PE (I&C, Programming)  
Agata Ristow, PE (Primary & Secondary Electrical)

**MASTER PLANNING**

**MASTER PLANNING & CIP MANAGEMENT**  
Aaron Baird, PE

**PERMITTING & REGULATORY COMPLIANCE**  
Christina Leach, PE  
Kart Vaith, PE, BCEE

**FUNDING ASSISTANCE**  
Kart Vaith, PE, BCEE

**Subconsultants**

1 - Brown Group II, LLC  
2 - Constantine Constructors

**SUPPORT STAFF**

**MECHANICAL, PLUMBING, HVAC**  
Josh Meinig, PE

**STORMWATER & DRAINAGE**  
Ben Pernezny, PE, PMP

**STRUCTURAL**  
John Sobczak, PE

**ENVIRONMENTAL SCIENTIST**  
Pete Bottone, PWS, CERP

**GIS / SUBSURFACE UTILITY ENGINEERING**  
Chris Crawford

**COST ESTIMATING**  
Dave Marshall, CGC<sup>2</sup>

**VALUE ENGINEERING**  
Jim Kizer, PE  
Kart Vaith, PE, BCEE

**CONSTRUCTION INSPECTION**  
Roger Rhodes

## IMMEDIATELY AVAILABLE TO OCWS

**Ardurra**  
1988 Lewis Turner Blvd  
Fort Walton Beach, FL 32547

**OCWS**  
1804 Lewis Turner Blvd #300  
Fort Walton Beach, FL 32547

## LOCAL TEAM WITH EXTENSIVE OCWS EXPERIENCE

- ✓ **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 delivered over 150 task orders/contracts for OCWS on time and within budget
- ✓ **Proven Leadership** 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
- ✓ **Deep Bench of Experts** including 300 Regional Staff, 150 PEs in the Region, and 3 Licensed Plant Operators
- ✓ **Always Up-to-Date on Local and National Legislation** The Governor of Florida recently signed Senate Bill 64 which limits discharge of wastewater effluent to surface water bodies. We are already working with our Florida clients on ways to navigate and plan for this requirement. We will work with OCWS in the same capacity so that you are well prepared for meeting these new regulations.

## 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.

**Jim Kizer, PE | Principal in Charge**

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.

**Christina Leach, PE | Process Modeling, Permitting**

Christina has 20 years of experience providing process and hydraulic modeling services. Christina has been the project engineer assisting with the OCWS annual and semi-annual permitting renewals and upgrades, as well as providing permitting services for other utility agencies in the area such as Destin Water, Hurlburt Field AFB, and Pace Water System.

**Daniel Stevenson, PE | Electrical / I&C Engineer**

Daniel has been providing on-going electrical engineering and SCADA integration and instrumentation and control (I&C) support to OCWS, including modifications and upgrades to the Arbennie Pritchett WRF SCADA and CMMS systems. His expertise and understanding of the existing instrumentation and control (I&C) systems at the APWRF, and the OCWS SCADA system, will ensure that all projects will be designed to smoothly integrate with your SCADA requirements and systems.

**JOE CREWS, PE**

Program Manager

**Education:** BS Civil Engineering**Years of Experience:** 29**Location:** Fort Walton Beach, FL

Mr. Crews has extensive knowledge in municipal operations, including rate analysis, budgeting, public relations, and contract management; as well as a proven ability to work with owners and contractors to produce an understandable project and low maintenance product. He has designed and permitted wastewater treatment facilities, sanitary sewer pump stations, force mains, collection systems, stormwater collections, site grading, and roadway improvements. Exemplary projects include:

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

**JIM KIZER, PE**Principal in Charge,  
Wastewater Treatment**Education:** MS Environmental Engineering,  
BS Civil Engineering**Years of Experience:** 33**Location:** Fort Walton Beach, FL

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

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

**CHRIS KUZLER, PE**

QA/QC Manager

**Education:** MS Business Administration  
Engineering, BS Mechanical Engineering**Years of Experience:** 35**Location:** Tampa, FL

Mr. Kuzler has 35 years of environmental engineering experience and he has been with Ardurra for 28 years. His in-depth knowledge covers all facets of environmental engineering, including water, wastewater, reclaimed water systems, treatment plants, pipelines and pumping systems. He also brings expertise in the planning, design, and construction of solid waste facilities and related ancillary features.

- Design Manager, Design-Build of River Oaks Diversion Project, Hillsborough County, FL
- Project Manager, Dunedin Water and Wastewater Treatment Facilities Master Plan Study, Dunedin, FL
- Principal in Charge, Permit Renewals for East, Northeast WRFs, Clearwater, FL
- Project Manager, Capacity Analysis Reports, Pasco County, FL
- Project Manager, Dunedin Weathersfield Booster Pump Station Reclaimed Water Pump Replacement, Dunedin, FL

**JOE DOWNEY, PE**

QA/QC Manager

**Education:** MS Environmental Engineering,  
BS Civil Engineering**Years of Experience:** 35**Location:** Fort Walton Beach, FL

Mr. Downey has more than 35 years of direct design and construction experience on projects ranging from water and wastewater utility systems, public works projects, land development and industrial process design. Recognized as an industry leader, Mr. Downey's professional expertise is designing, permitting, constructing and operating water and wastewater utility systems, including pumping stations, water treatment plants, water mains, storage tanks, gravity collection sewers, wastewater biological processes, nutrient removal, and solids management. Exemplary projects include:

- Principal in Charge, Dauphin Island Water Treatment Plant, Dauphin Island Water & Sewer Authority, AL
- QA/QC Manager, Water Production On-Call Services, Gwinnett County, GA
- QA/QC Manager, CR214 Water Treatment Improvements, St. Johns County, FL



**LOC TRUONG, PE**

Project Director

**Education:** BS Chemical Engineering**Years of Experience:** 20**Location:** Tampa, FL

Mr. Truong has 20 years of engineering experience and has been with Ardurra for 15 years. His diverse experience includes water and wastewater treatment, collection and pumping systems design and permitting. Mr. Truong is a licensed water treatment plant operator in the State of Florida and New York and is especially experienced in water treatment plant operations, instrumentation and SCADA design. Exemplary projects include:

- Project Manager, Logan Booster Pump Station, Pinellas County, FL
- Project Manager, Idlewild/The Mall Sanitary Sewer System and Woodlawn Floodplain, Clearwater FL
- Project Manager, Causeway Watermain and Forcemain Replacement Program, Dunedin, FL
- Project Engineer, Shady Hills Wastewater Treatment Plant Expansion, Pasco County, FL
- Project Manager, Crosby Road Reclaimed Water Transmission Main Construction, Hillsborough County, FL

**MIKE BECKMAN, PE**Project Director,  
Pump Stations**Education:** MS Civil Engineering, BS Civil Engineering**Years of Experience:** 29**Location:** N Charleston, SC

Mr. Beckman has over 25 years of experience in the fields of water and wastewater systems engineering. His diverse experience has included project management on a variety of municipal environmental projects, including planning, design, permit applications, bidding, and construction management. His extensive project management experience includes a broad spectrum of projects, including alternative delivery methods, such as design-build. Exemplary projects include:

- Project Manager, Red Top Regional Collection System, Charleston Water System, SC
- Project Manager, Bees Ferry Road Booster Pump Station and Ground Storage Tank, Charleston Water System, SC
- QA/QC Manager, 18 Lift Stations Rehabilitations Program, South Island Public Service District, Hilton Head Island, SC
- QA/QC Manager, Dorchester County, Pump Station Upgrades 1-5, Summerville, SC

**BEN TURNAGE, PE**Sr. Project Manager, Distribution  
/Transmission/Collection**Education:** BS Biological Engineering, BS Physics**Years of Experience:** 20**Location:** Tampa, FL

Mr. Turnage, brings 20 years of engineering experience and he has been with Ardurra for 15 years. His primary expertise is in project management, design, permitting, and construction administration for wastewater treatment, collection, and pumping systems. He performs these services for both new facility construction and rehabilitation of existing facilities. He also brings significant experience in utilities relocation projects and related FDOT design standards and delivery requirements.

- Project Engineer, SR 688 (Ulmerton Rd.) Utility Relocations (multiple projects), Largo, FL
- Project Manager, Design Criteria Package for the North Palm River Water Expansion Project, Hillsborough County, FL
- Project Manager, ROWTP Disinfection Treatment Evaluation, Dunedin, FL
- Engineer of Record, Design-Build of River Oaks Diversion Project, Hillsborough County, FL

**DAVE RASMUSSEN, PE, QEP, BCEE**Sr. Project Manager,  
Wastewater Treatment**Education:** BS Environmental Engineering**Years of Experience:** 15**Location:** St. Augustine, FL

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

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

**CHRISTINA LEACH, PE**  
Process Model, Permitting



**Education:** BS Civil Engineering  
**Years of Experience:** 20  
**Location:** Fort Walton Beach, FL

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

- **Arbennie Pritchett WRF FDEP Permit Renewal, OCWS, FL**
- **NWFWM D Consumptive Use Permit Renewal, Destin Water Users, FL**
- **FDEP Wastewater Modification Permit, Hurlburt Field AFB, FL**
- **FDEP Substantial Permit Modification, Pace Water System, FL**

**BEN LAWRENCE, PE**

Hydraulic Model



**Education:** BS Civil & Environmental Engineering

**Years of Experience:** 7  
**Location:** Huntsville, AL

Mr. Lawrence is a Project Engineer working a diverse range of projects in Ardurra's Southeast region, as well as supporting projects in surrounding areas. He has gained valuable experience in projects, including water, wastewater, hydraulic modeling, site/civil, and master planning. His project roles have ranged from master planning, modeling, engineering design, to services during construction and resident inspection.

- **Project Engineer, Gwinnett County Wastewater Master Plan, Gwinnett County Department of Water Resources, GA**
- **Project Engineer, Town of Trinity Hydraulic Model Update, Trinity, AL**
- **Project Engineer, Citrus County 2016 Water Model Update, Citrus County, FL**
- **Project Engineer, Marion Oaks Sewer Master Plan, Marion County, FL**
- **Project Engineer, Sewer Modelling On Call, Forsyth County Department of Water & Sewer, GA**

**JEFF BROWN, PG**  
Groundwater Model



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

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

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

**JIM SMITH, PE**

Water Treatment & Storage




**Education:** BS Civil Engineering  
**Years of Experience:** 23  
**Location:** Huntsville, AL

Mr. Smith is a Civil Engineer with over 20 years of experience in design and construction of water & wastewater treatment facilities, wastewater collection and pump stations, water distribution systems, potable water wells, elevated water storage tanks, reclaim water and sub-division development. Mr. Smith has extensive experience in the planning, design, construction, and operation of water and wastewater treatment facilities. His in-depth experience consists of cutting-edge design projects involving advance water and wastewater process design, including ultraviolet disinfection systems, L.E.D certified buildings, and membrane filtration.

- **Project Engineer, CR214 Water Treatment Improvements, St. Johns County, FL**
- **Design Lead, Leeds Booster Pump Station & Storage Tank, City of Leeds, AL**
- **Client Manager, Reverse Osmosis Water Treatment Facility & Well, Dauphin Island, AL**



**DAN HUGGINS, PE**  
 Electrical / SCADA / I&C  
**Education:** MS Electrical Engineering  
**Years of Experience:** 16  
**Location:** Dallas, TX




**AGATA RISTOW, PE**  
 Electrical / SCADA / I&C  
**Education:** MS Electrical Engineering  
**Years of Experience:** 16  
**Location:** Dallas, TX



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

- Project Manager, Hwy 17A Pump Station and Force Main, Dorchester County, SC
- Design & Construction Manager, East Ashley Avenue Waterline Replacement, Folly Beach, SC
- Project Manager, Hwy 17A Waterline and Elevated Storage Tank, Dorchester Water & Sewer Dept., SC


**AARON BAIRD, PE**  
 Pump Stations, Master Planning  
**Education:** BS Civil & Environmental Engineering  
**Years of Experience:** 6  
**Location:** Buford, GA



Mr. Baird is a Project Engineer with 6 years of experience. His experience includes project management and construction management experience in a diverse range of projects, including water, wastewater, site/civil, and master planning. He has a broad range of experience in project site engineering and project management for numerous water and wastewater facility projects, from facility repair and optimization to ground-up Design-Build plant installations.

- Project Manager, Water Production On-Call Demand Services Contract, Gwinnett County, GA
- Project Engineer, Water Production Master Plan, Gwinnett County, GA
- Project Engineer, CSO/Storm Drainage/WWTF Improvements, Albany, GA


**DANIEL STEVENSON, PE**  
 Electrical / SCADA / I&C  
**Education:** BS Electrical Engineering  
**Years of Experience:** 15  
**Location:** Fort Walton Beach, FL



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


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





**JOSH MEINIG, PE**  
 HVAC/Mechanical/Plumbing  
**Education:** BS Mechanical Engineering  
**Years of Experience:** 15  
**Location:** Orlando, FL

Mr. Meinig has more than 15 years of experience in the specialties of building mechanical systems for commercial, institutional, and industrial projects. His specific design experience includes heating, ventilation, and air conditioning (HVAC); plumbing; fire protection and design; fueling system design; compressed air system design; chilled water design; boiler design; and construction administration for water and wastewater treatment plants and various other projects, including more than 25 pipeline projects and more than 100 pump station projects. Mr. Meinig is involved in 3D design and is proficient in AutoCAD MEP and Autodesk Revit. He has extensive experience with numerous codes and standards, including the Florida Building Code, International Building Code, American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Standards, including 62 and 90.1; and National Fire Protection Association (NFPA) Standards, including NFPA 30, 37, 90A, 90B, and 820.



**JOHN SOB CZAK, PE**  
 Structural  
**Education:** BS Civil & Environmental Engineering  
**Years of Experience:** 6  
**Location:** Buford, GA

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


- Structural Engineer, Southeast Regional WTP Major Upgrades, Seminole County, FL
- Structural Engineer, Hastings Lift Station Upgrades, St. Johns County, FL
- Structural Engineer, Buffalo Avenue Pump Station Rehabilitation, JEA, FL
- Structural Engineer, Northwest Regional Wastewater Treatment Facility, Marion County, FL



**KART VAITH, PE, BCEE**  
 Funding Assistance, Permitting  
**Education:** MS Chemical Engineering, BT Chemical Engineering  
**Years of Experience:** 38  
**Location:** St. Augustine, FL

Mr. Vaith has served as project manager or principal-in-charge for numerous water, wastewater, and conveyance system projects and programs, including those that are delivered using the design-build method. He has overseen over \$500 million in design-build projects and billions of dollars in water and wastewater design and construction projects. Kart has worked closely with OCWS in various roles as project manager and principle-in-charge. For other Florida clients, Mr. Vaith has been instrumental in the development of strategic planning efforts and has recently assisted with securing over \$40 million in SRF funding for capital improvements projects in St. Johns County, FL.

- Project Manager, Utility Department Master Plan Development & Implementation, St. Johns County, FL
- Project Manager, St. Johns County Bond Engineering Report, St. Johns County, FL
- Project Manager, SRF Planning Level Fund Assistance, St. Johns County Utility Department, FL



**BEN PERNEZNY, PE**  
 Stormwater & Drainage  
**Education:** BS Environmental Engineering  
**Years of Experience:** 16  
**Location:** Orlando, FL

Mr. Pernezny is a water resources engineer with a focus on stormwater modeling and design. His experience includes regional model development in SWMM5 and ICP3, design of stormwater conveyance and treatment systems, roadway and transportation drainage design, modeling and calculation support for stormwater design projects and permitting, stormwater utility development, GIS support and data collection, analysis and summarization. His field experience includes surface water sampling, soil sampling and maintaining pilot and prototype projects.

- Stormwater/Drainage Engineer, Peters Creek WRF, Clay County Utility Authority, FL
- Stormwater/Drainage Engineer, Midway Basin Drainage Improvements, Seminole County, FL
- Stormwater/Drainage Engineer, Governors Park WWTf Evaluation, Clay County Utility Authority, FL
- Stormwater/Drainage Engineer, Stormwater Quality Study, City of Miami Beach, FL

# REGULATORY & GRANT EXPERIENCE



# 7 REGULATORY & GRANT EXPERIENCE

## REGULATORY EXPERIENCE

Ardurra maintains good working relationships with state and federal regulatory agencies, such as the USEPA, FDEP, NFWFMD, FDOT, USACE, FAA, and Eglin AFB. We will continue, as we have in the past, to assist OCWS to identify and prepare the necessary documentation to obtain the required permits to implement any project assigned to us. Presently, we have a contract with OCWS to perform permitting assistance and have successfully delivered these services for more than 5 years. We have obtained 10-year FDEP operating permit renewals for all three of OCWS wastewater treatment facilities.

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

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

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

## Dunedin Wastewater Permitting Assistance

### Dunedin, FL

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

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



# Arbennie Pritchett WRF Reclaimed Water Expansion Grant Assistance

## Okaloosa County Water & Sewer, FL

In 2016, Ardurra assisted Okaloosa County Water and Sewer (OCWS) in obtaining funding from the Florida Legislature in the amount of \$3,000,000 through Specific Appropriation Line Item No. 1662A, General Revenue Fund, General Appropriations Act. In accordance with the Northwest Florida Water Management District, alternative water supply projects are encouraged in the Water Use Caution Area, where utilities are urged to conserve water, share valuable resources, and reuse water supply to maintain long-term sustainability. In 2014, State of Florida/FDEP – passed Senate Bill 536, which required FDEP, in coordination with stakeholders, to conduct a comprehensive study on the expansion of reclaimed water use and other water supplies.

The southern portion of Okaloosa County has been deemed a “Water Use Caution Area” by the NFWFMD. As a result of this designation, utilities operating within the area, and their customers, are urged to conserve water and reuse water supplies to maintain long-term sustainability of the water supply and the environment. OCWS has an available resource in highly treated wastewater effluent from the Arbennie Pritchett Water Reclamation Facility (APWRF); the City of Niceville (City) has an existing reclaimed water utility; and Eglin Air Force Base (AFB) has the potential to beneficially use reclaimed water in the medium-long term. The City’s customer demand for reclaimed water currently exceeds available supply on occasion and the problem is expected to worsen as the City continues to grow and develop.



The grant received allowed for OCWS to provide additional reclaimed water treatment capacity as it expands (consolidating sewer from other wastewater treatment facilities that are currently being phased out), increase reclaimed water supply in the City service area. This will reduce the need for using potable water for irrigation, and provide reclaimed water for irrigation at the AFB golf courses and Main Base in the future, while also preserving groundwater for potable use. The purpose of the funding was for expanding the availability of reclaimed water in Okaloosa County.

Ardurra provide background information, upfront cost analysis, conceptual design, grant application development and monthly project reporting.

### RELEVANT SERVICES

- Studies & Design
- Surveys
- Plans, Specs, Contract Documents
- Cost Estimates
- Permitting
- Funding (Application & Management)
- Construction Inspection, Management, & Administration
- Design Build Services
- BCC & Public Presentations

### RELEVANT SCOPE

- Booster Stations
- SCADA
- Wastewater Treatment Plants
- Disposal Systems
- Water/Sewer Mains & Services, Other Components of Distribution/Collection
- Reclaimed Water Infrastructure

### TEAM

- Jim Kizer - Program Manager
- Daniel Stevenson - Electrical Engineer
- Joey Crews - Project Manager
- Christina Leach - Permitting

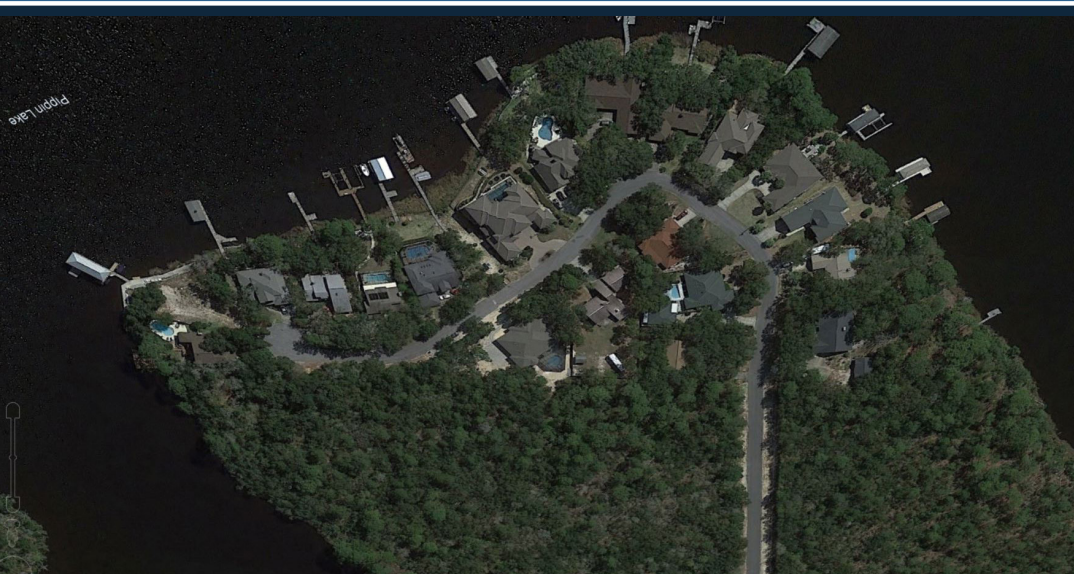
### CLIENT CONTACT

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



# Lake Pippin Area Sanitary Sewer Improvements Septic to Sewer Project

Okaloosa County Water & Sewer, FL



The Lake Pippin area is one of the larger outstanding coastline residential areas not on public sewer in Okaloosa County and is located directly on the north shore of Choctawhatchee Bay. This area is in the OCWS service area, and residents are connected to OCWS' public water system. There are approximately 125 homes with septic tanks and drain fields in this area. The elimination of older septic tank systems has long been recommended due to the introduction of wastewater microbes and pathogens into the environment. These organisms have short circuited the treatment process in the leach field and are directly being introduced into the environment. This is particularly evident in communities that lie near coastal waters that are subjected to high ground water and tidal flushing. There is a need to provide immediate removal of a potential source of pollution that is adjacent to coastal beaches and bays; and to increase overall water quality and promote sea grass health. Ecosystem services related to human usage will also be increased as well as help reduce the public health ecosystems. The elimination of raw sewage entering the ground in these areas will serve to reduce pollutant runoff into both the Choctawhatchee Bay and Gulf Mexico.

In 2015, Ardurra assisted OCWS in obtaining funding from the Florida Legislature in the amount of \$2,000,000 through Specific Appropriation Line Item No. 1662A, General Revenue Fund, General Appropriations Act. The Project benefits the overall priorities established for the Surface Water Improvement and Management

(SWIM) for the Choctawhatchee, Pensacola and St. Andrew Bays. In addition, the Project provided direct improvements to both Class III (fish and wildlife and recreation) and Class II (shellfish harvesting) waters and the Rocky Bayou Aquatic Preserve, an Outstanding Florida water. Ardurra provided background information, upfront cost analysis, conceptual design, grant application development and monthly project reporting. Ardurra provided design services, permitting, and construction services for a new sanitary sewer collection systems, pump station, and force main for the North Lakeshore development to replace 25 aging residential septic tank systems. Ardurra provided engineering design and construction management services for the project included a new fiberglass wetwell system, 2-10 hp submersible non-clog pump; a diesel driven emergency generator; fiberglass vaulted discharge piping and valves. All discharge piping was constructed of 316L stainless steel.

## RELEVANT SERVICES

The project also included the design and installation of approximately 1.2 miles of new 4-in pvc force main, septic tank abatement and complete road and drainage restoration.

## RELEVANT SCOPE

Studies & Design  
Plans, Specs, Contract Documents  
Cost Estimates  
Permitting  
Funding (Application & Management)  
Construction Inspection, Management, & Administration

## TEAM

SCADA  
Disposal Systems  
Lift Stations  
Sewer Mains & Services

Jim Kizer - Process QA/Qc Manager  
Daniel Stevenson - Electrical Engineer  
Joey Crews - CIP Manager  
Christina Leach - Permitting

## CLIENT CONTACT

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





## ADDITIONAL FUNDING EXPERIENCE

Ardurra has provided local and federal grant / loan assistance including through FEMA, CDBG, FDER, NWFWM, EDC, SRF, USDA, EPA and RESTORE programs. In the past 6 years, Ardurra has helped OCWS to obtain over \$6 million in loan / grants to fund projects such as the Main Island Pump Station Upgrade, Arbennie Pritchett WRF, Reclaimed Water Expansion, and the North Lakeshore Sewer Improvements Project.

## SRF Funding Planning Level Assistance

St. Johns County, FL

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

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

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

- The Request for Inclusion and Facilities Plan included an assessment of current conditions, project needs, alternatives analysis, and recommendations based on total capital costs, annual operations & maintenance costs, and a 20-year net present worth cost. The projects included under this SRF Application include:
- Anastasia Island (AI) Wastewater Treatment Facility (WWT) UV Disinfection and Related Improvements
  - AI WWT Pumping and Related Improvements
  - AI WWT Solids Holding Tank and Related Improvements
  - Lift Station Inspections and Rehabilitation
  - Three Lift Stations Odor Control
  - Inspection & Rehabilitation of Manholes
  - SR16 WWT Headworks, Clarifier Splitter Box, and Drainage and Related Improvements
  - SR16 WWT BNR and Related Improvements
  - SR16 WWT Blowers and Related Improvements

## Decatur Utilities Improvements ARRA / SRF Program

Decatur, AL

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

- Ardurra assisted Decatur Utilities with obtaining approximately \$15M in SRF funding for various improvements to its water and wastewater treatment facilities:
- Dry Creek WWT Clarifier Repair- \$1.48M in SRF Funding
  - Decatur Methane - \$1.93 M in SRF Funding
  - Decatur Filter Improvements - \$1.22 M in SRF Funding
  - Decatur WTP Generator - \$1 M in SRF Funding
  - Decatur Drinking Water SCADA \$800k in SRF Funding
  - Decatur WT Chemical Feed Improvements - \$180k in SRF Funding
  - Decatur WWT Solids Improvements - \$1.93M in SRF Funding
  - Decatur CW SRF Project 2012 - \$1.07M in SRF Funding

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

# REFERENCES

# 8 REFERENCES

Client Reference	Relevant Project
<p><b>Emerald Coast Utility Authority</b></p> <p>9255 Sturdevant St, Pensacola, FL 32514            Stacy Hayden, PE, Director of Engineering            Ph: 850.969.6648            E: stacy.hayden@ecua.fl.gov</p>	<p><b>Lift Station Improvements / Replacements Program</b></p> <ul style="list-style-type: none"> <li>■ Provided design, permitting, bidding, and construction services for multiple lift stations</li> <li>■ Projects generally consisted of the demolition / replacement and installation of pumps, concrete, piping, channel grinder and electrical equipment; and construction of gravity sewer piping and manholes</li> </ul>
<p><b>JEA</b></p> <p>21 W Church Street, Jacksonville, FL 32202            Katie Templeton, PE, Water Wastewater Engineer            Ph: 904.665.8784            E: tempkl@jea.com</p>	<p><b>General Engineering Services for Water &amp; Wastewater Treatment Facilities: Blacks Ford Water Reclamation Facility Improvements</b></p> <ul style="list-style-type: none"> <li>■ Provided design, alternatives analysis, permitting, and construction observation and administration</li> <li>■ Projects included reject effluent pumping system improvements, addition of a new disk filter, replacement of the aerators, and various electrical / I&amp;C improvements</li> </ul>
<p><b>St. Johns County Utility Department</b></p> <p>1205 S.R 16, St. Augustine, FL 32084            Barry Stewart, Water Operations Manager            Ph: 904-209-2645            E: bstewart@sjcfl.us</p>	<p><b>Continuing Services Contract for Utility Projects: CR 214 Water Treatment Plant Upgrades</b></p> <ul style="list-style-type: none"> <li>■ Performed an engineering analysis for the Reverse Osmosis Membrane Replacement</li> <li>■ Design replaced the membranes and optimized the feed water chemical addition</li> <li>■ Provided design and construction phase services for the improvements to the WTP transfer pump station</li> </ul>
<p><b>Clay County Utility Authority</b></p> <p>3176 Old Jennings Rd, Middleburg, FL 32068            Paul Steinbrecher, Chief Engineer            Ph: 904.213.2408            E: psteinbrecher@clayutility.org</p>	<p><b>Peters Creek Water Reclamation Facility</b></p> <ul style="list-style-type: none"> <li>■ Performed evaluation and alternatives analysis for a new greenfield WRF with capability of expansion to 10 mgd, a new 2 mgd lift station, and 7 miles of force main and reclaimed water mains</li> <li>■ Currently providing design services for the new facility and reclaimed water system</li> </ul>
<p><b>Hillsborough County</b></p> <p>601 E. Kennedy Blvd., 22nd Floor, Tampa, FL 33602            Brad Warholak, PE, CIP Engineer            Ph: 813-209-3051            E: warholakb@HCFLGov.net</p>	<p><b>River Oaks Diversion Design Build</b></p> <ul style="list-style-type: none"> <li>■ Prime engineer for the River Oaks Diversion Design-Build Project provided design, permitting and construction administration and observation services</li> <li>■ Project includes: new 24 mgd dry pit pump station, 5,000 LF of 36-inch force main, 13,000 LF of 30-inch force main, 13,000 LF of 20-inch reclaimed water main, a new 30 mgd cascade type aeratoin outfall structure, and demolition of the River Oaks WWTP</li> </ul>

# ADDITIONAL INFORMATION





# 9 ADDITIONAL INFORMATION

Ardurra's Project Management approach is designed to maximize collaboration with all facets of your utility, engineering, operations, and management in order to develop an optimal solution to the challenges of the project without losing sight of cost, reliability, operations, constructability, and schedule. We have thoroughly reviewed the documents in the RFQ and are ready to work with OCWS to develop a successful capital improvements program to accomplish your goals.

Our Team's engineering approach to delivering projects focuses on our customers' needs and wants, rather than trying to market a standard "one-size-fits-all" package. Our philosophy of listening to our clients will continue throughout the duration of assigned projects as we build a partnership around meaningful and continuous client input. Ardurra's experience is that most architectural / engineering (A / E) design projects can be enhanced if the engineering team works in true partnership with the Client's staff, including the operations and maintenance (O&M) staff. We go beyond the traditional approach of just including O&M staff in an occasional review meeting or workshop. Instead, Ardurra will seek to leverage the O&M staff's institutional experience when crafting the optimal overall design or operational solution for OCWS. Using our approach, we will work with OCWS to assess the issue or challenge at hand and solicit their input to develop an optimal solution to the challenges of the assigned project(s) without losing sight of operability and maintainability, as well as cost, reliability, constructability, and schedule.

## PROJECT MANAGEMENT

Project management is a core expertise that our professionals have developed over many years of active project delivery. We are especially well positioned for on-call / general engineering contracts because we have the ability to monitor and manage the delivery of multiple tasks or projects that are being developed and delivered by multiple project teams. We have the attention to detail and the ability to view the project from a holistic perspective that is required.

We have been recognized for our knowledge, experience, and capability to deliver quality solutions and products on time and within budget. Working together, Ardurra manages the expectations of our clients, and the delivery of outside consultants and contractors to develop optimal solutions to issues facing our client while keeping cost, reliability, and schedule in mind.

Our broad base of engineering experience and expertise allows us to add real value and offer meaningful input to various projects, as well as to understand, support, and work in a spirit of partnership with our clients. We pride ourselves on our personal and corporate commitment to earning and keeping your business. We offer the following value added services:

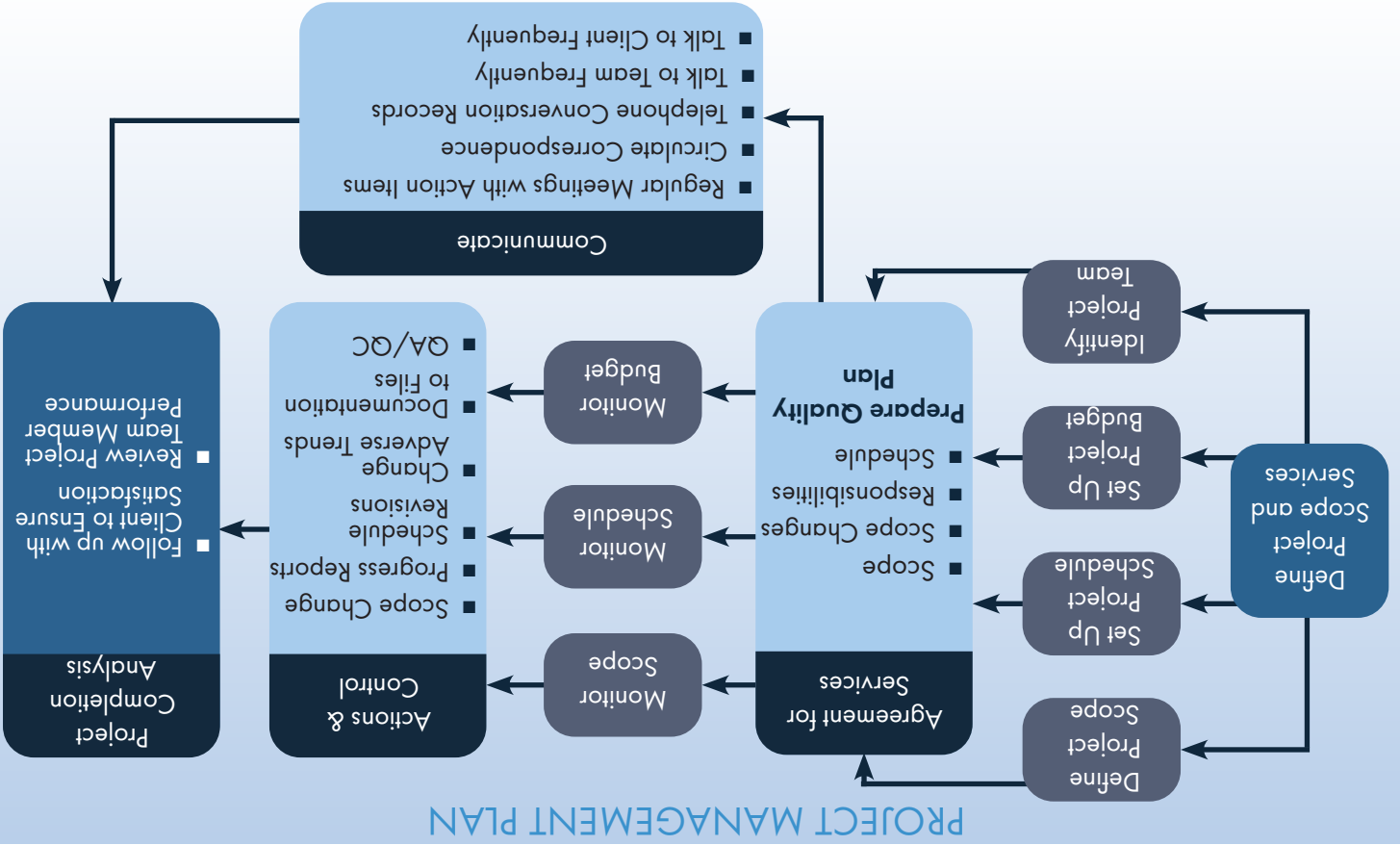
- Master Planning and Project Implementation
- Water, Wastewater, and Stormwater System Modeling
- Funding Application and Administration
- Geographic Information Systems (GIS)
- Preliminary and Final Design
- Permitting Assistance
- Value Engineering
- Community Relations and Public Outreach
- Bid Management Services
- Resident Engineering and Observation during Construction
- Training and Startup

Ardurra has experience as a prime consultant/engineer in administering, managing, and coordinating projects similar in scope to OCWS's projects as described in the RFQ.

## QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance/Quality Control (QA/QC) is a continual process that begins with the Design Phase Notice-To-Proceed (NTP), continues through project closeout, and includes participation from all project stakeholders. We will develop a QA/QC Plan to include the documents to communicate the information necessary to efficiently control and assess the quality of the design delivery process to manage the schedule and budget, to ensure high quality deliverables, and to minimize conflicts and changes by all project team members, including consultants, sub-consultants, and stakeholders. As the design progresses, there will be continual constructability/operability, QA/QC and value engineering reviews done by Team members with specific workshops to be completed at the 30%, 60%, and 90% design stages with OCWS and other stakeholders.

## PROJECT MANAGEMENT PLAN



## TECHNICAL APPROACH

Ardura's Technical Approach begins with the selection of qualified and experienced design and construction project managers and staff. Our Project Team includes staff who are experienced in implementing technical and management practices and procedures that drive project-critical activities to successful completion. The backbone of our project approach is to hold multiple project workshops. We have found these to be an effective forum to:

- Transfer information
- Build consensus needed for decisions
- Ensure quality and minimize late-term changes and conflicts
- Involve OCWS's staff members and stakeholders
- Make decisions needed to move projects forward.

During these workshops, and as part of alternative evaluations, cost reduction measures are considered and evaluated. Your support of our solution concepts is critically important to the project's success. These workshops will ensure that your concerns and ideas, as well as those of regulators and other stakeholders-

## Provide Permitting Services to Implement the Recommended Solution

Ardurra maintains good working relationships with state and federal regulatory agencies, such as the USEPA, USACE, FDOT, and FDEP, as well as RD, RIA, SRF and other funding agencies. Following the completion of the alternative analysis of the potential project solutions, we will assist OCWS to identify and prepare the necessary documentation to obtain the required permits to implement the project. We understand that this may include, but not be limited to:

- USACE and wetland permitting
- FDEP construction and operation permitting
- City/County applicable permits
- Northwest Florida Water Management District permitting

We will coordinate with OCWS staff, as appropriate, and the permitting and funding agencies to identify all required permits necessary to implement the project.

## Public / Stakeholder Involvement

Community relations are crucial to the success of many projects, and for some projects can be the most critical element of a successful project. Ardurra professionals are experienced in communicating complex issues and concepts to the public, regulators, and other involved parties and can serve as an extension of OCWS's staff. Our understanding of new regulations and technological issues helps us to assist our clients to communicate effectively with the public. We will assist OCWS, as requested and appropriate, to develop the necessary Public/Stakeholder Involvement Program, as required.

## Perform Environmental Reviews and Assessments as Necessary

The professionals and technical staff are experienced in performing environmental reviews and assessments in accordance with USDA and RD requirements. Specifically, the National Environmental Policy Act Environmental (NEPA) review process. Our staff will assist OCWS, as requested and appropriate, to implement the requirements of the NEPA review process if it is required. Our approach will be to assemble the proper project team staff and to hold a meeting with OCWS to assign responsibilities and requirements for each party. We understand that the first step in the NEPA environmental review process is to determine the level of NEPA review. The levels of NEPA review are:

- Statutory Exclusion (STATEX)

-including the public as appropriate--are heard and

incorporated into the decision process. We believe project success begins through early and clear project planning. It is our experience that future delays and roadblocks are avoided by closely coordinating with the Owner's staff, regulators, and other stakeholders, during early and critical phases of design.

## Project Definition and Kick-off Meeting

Our approach begins when we prepare a project-

specific Work Plan to define the scope of services, the responsibilities of the project team, and guidelines for communication, which develops a set of standards that shall be used during the project development. Next, we hold a Kickoff Meeting with OCWS staff to identify and discuss the critical aspects of the project. As part of the Kickoff meeting we will discuss the conceptual project as presented and offer any additional alternative conceptual approaches that might improve constructability, operation / maintenance, or that might reduce the project budget.

As we analyze the various alternatives, we will evaluate both the capital and O&M costs of the project and evaluate them on a 20-year Present Worth basis. This methodology allows us to evaluate various alternatives and compare the immediate capital costs (construction and procurement) along with the long-term O&M costs of operating the equipment and processes.

At this phase, we will implement a strategy to incorporate funding and permitting agency requirements. A detailed schedule will be developed to ensure submittals are complete when required to meet these requirements.

## Perform a Site Visit and Physical Assessment

Following the Kick-Off Meeting, our team will perform site visits to make a physical assessment. This will be the basis for all other work tasks associated with the improvements and/or modifications. It is critically important that the physical assessment information and data collected during this phase is accurate and complete. Ardurra will initiate this task by collecting, reviewing, and assessing existing data, reports, record documents relative to the projects and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by proposed design alternatives, construction, and operation of the completed project. We will coordinate with other utilities to ensure that we are informed regarding the existing electrical, communication, gas, etc., that may be in the vicinity of the project improvements.



The project would progress to at least 60% and preliminary drawings and specifications would be produced to define the drawings. We would identify and provide specific details to comply with FDEP and other permit agency requirements. At the conclusion of

### Preliminary (60%) Design Phase

At this juncture, or sooner, the environmental review will commence to comply with funding requirements. The project would progress to at least 60% and preliminary drawings and specifications would be produced to define the drawings. We would identify and provide specific details to comply with FDEP and other permit agency requirements. At the conclusion of

the conceptual design phase will present the 30% conceptual design to OCWS and is intended to provide sufficient information and data as to "lock-in" the design basis and finalize the project prior to the development of construction documents. We will collect and review any pertinent information and validate future design conditions.

We propose to hold a 30% design meeting and field review with OCWS staff to discuss the conceptual design and to review the information and data developed to that point including schematic drawings. The intent of this phase is to finalize general constructability preferences in conjunction with easement availability and disturbance affects to the public.

### Conceptual (30%) Design Phase

## DESIGN PHASES

- Endangered Species Act
- Wild & Scenic Rivers Act
- Farmland Protection Act
- EO 11988-Floodplains Protection
- Clean Water Act
- National Historic Preservation Act
- Archaeological & Historic Preservation Act
- EO 11990-Wetlands Protection
- EO 12898-Environmental Justice and the Clean Air Act

Our staff will coordinate with OCWS and the specific review agency to identify the level required for the project based on the information that is immediately available. If the project can be statutorily excluded (STATEX) then we will assist OCWS to identify any other environmental laws and Executive Orders that require compliance, such as:

- Environmental Exclusion (CATEX)
- Environmental Assessment (EA)
- Environmental Impact Statement (EIS)

Ardurra professionals believe that construction management or services during construction is equally as important as an accurate design. Our construction management services help our clients to achieve a successful project that is completed on time and within budget. Our plan during construction is to monitor the contractor's performance proactively, thus preventing potential problems before they are constructed. Once the money is spent and the concrete is placed, it is costly to all parties to correct errors independent of whose error it is. Change orders are a part of the construction process and the initial bid price is seldom the final price for a

### Construction Administration Services

Ardurra is prepared to utilize our experienced staff and electronic data management systems to provide efficient and high-quality procurement phase services as requested by OCWS. Our team will coordinate with OCWS to respond to bidder's questions, issue addenda, attend meetings, and prepare meeting agendas and summaries. Once the bids are received, our experienced project manager will assist OCWS to review contractor bids for compliance with the contract documents and to determine the most responsible and responsive bidder.

### Bidding Assistance

Beginning at the preliminary design point we would prepare an updated estimate to assist OCWS with budgeting for the project. As the project progresses, the actual quantities can be more defined than may have been provided during the study phase. The estimate will be performed and updated at the 30%, 60% and 90% design deliverable stage and a final quantity takeoff.

### Project Estimate and Variance Analysis

During the final design phase, we would develop construction documents, plans and specifications, for bidding the project and submit them to OCWS for review. Any comments from the 60% design would be incorporated. Finally, we would develop a sequence of construction and a final design estimate of probable construction cost. Following receipt of comments from OCWS, we would prepare 100% plans and technical specifications. 100% documents will be submitted to the funding agencies to obtain approval to place the project out for bids.

### Final (90%) Design Phase

This phase we would hold a 60% design meeting and field review with OCWS to review the documents. Permit applications will be submitted, unless submitted earlier, upon conclusion of 60% comments.

construction project. Our experience shows that change orders can be divided into three main categories:

- Owner requested changes that are beyond the original contract scope (including deleted work)
- Changes in scope resulting from changed conditions or unforeseen conditions
- Changes in scope resulting from revisions to the original design because of issues related to the design

We recognize that change orders have a critical impact to clients who are managing budgets and to rate payers with high expectations for cost control. We understand the value of managing client, rate payer, and contractor expectations regarding change orders. Our professionals have maintained an extremely low percentage of change orders on their projects, significantly less than the industry standard.

Ardurra's Project Approach includes providing the following services as necessary:

- Attend meetings as may be reasonably necessary, and as requested, and provide general engineering assistance, consultation, and opinions regarding the project.
- Attend a Pre-Construction Conference with OCWS, the contractor, and other appropriate parties.
- Meet with representatives of OCWS, contractor, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction activities of the project.

- Evaluate contractor requested deviations from the approved design or specifications of the project and submit a recommendation to OCWS, and otherwise assist OCWS in the evaluation of the cost of necessary contract change orders related to the project. Check time extension requests by the contractor and make recommendations to OCWS regarding same.
- Review shop drawings, diagrams, illustrations, catalog data, schedules, and samples, the results of tests and inspections, and other data that the contractor is required to submit. Review these data for general compliance with the design concept of the project and for general compliance with the information given in the Contract Documents.
- Check monthly and final estimates for payment to the contractor and make recommendations to OCWS about same.
- Make final review of the construction to determine, in general, if the work has been completed in conformance with the intent of the Contract

### Safety

Ardurra is committed to safety and has a core belief that with proper planning all accidents can be avoided. We will work closely with OCWS to develop a Safety Plan that puts safety first and incorporates a Zero Tolerance Policy to unsafe acts. Ardurra believes that safety starts with the design and will review its plans to ensure all design measures include selecting materials that prevent cascading failures, reducing vehicular and pedestrian interactions, and incorporating construction safety measures into the design like permanent tie off point for work at heights. Safety doesn't only mean at the end of the day everyone goes home, it is also proven that safety lowers construction and operation costs with fewer interruptions to the work and reduced injury claims.

We will observe the construction to identify whether proper specifications and materials are used, and can represent the client's position in the field to manage and coordinate field activities. Our services generally include coordination and review of submittals and shop drawings, monitoring on site construction activities, negotiating and issuing change orders, and processing contractor and vendor requests for payment.

### Construction Observation Services

- Provide periodic site visits by the Construction Manager and Resident Engineer to observe the work during critical equipment installation days, to coordinate and resolve issues with the Contractor, and as necessary, provide such reports as reasonably may be requested by OCWS.
- Project close-out including record drawings, permit to operate, and work order documentation of repairs.



# BUSINESS CREDENTIALS & OTHER



# 10 BUSINESS CREDENTIALS & OTHER

Ardurra Group, Inc. 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.



**PROJECT PERSONNEL LICENSES**

**DAVE RASMUSSEN**  
 Wastewater Treatment  
 Board Certified Environmental Engineer (BCEE)  
 Qualified Environmental Professional (QEP)

**JIM SMITH**  
 Water Treatment & Storage  
 Professional Engineer  
 Florida (58175)  
 Georgia (039178)  
 Alabama (25847)

**DAN HUGGINS**  
 Distribution / Transmission / Collection  
 Professional Engineer  
 Florida (81990)  
 Alabama (37641)  
 Georgia (25481)  
 South Carolina (22097)

**DANIEL STEVENSON**  
 Electrical / I&C / SCADA  
 Licensed Electrical Contractor:  
 Alabama (06998)  
 Florida (EC13009514)  
 Professional Engineer  
 Florida (74633)  
 Alabama (34589-E)  
 Georgia (039545)  
 South Carolina (35950)

**AGATA RISTOW**  
 Electrical  
 Professional Engineer  
 Florida (89628)  
 Texas (113239)

**AARON BAIRD**  
 Master Planning  
 Professional Engineer  
 Georgia (046013)  
 South Carolina (37970)

**KART VAITH**  
 Funding, Permitting

Professional Engineer  
 Alabama (36438-E)  
 Florida (45412)  
 Georgia (032596)  
 Mississippi (27105)  
 South Carolina (34225)  
 Board Certified Environmental Engineer (BCEE)

**JOSH WEINIG**  
 Mechanical / HVAC / Plumbing  
 Professional Engineer  
 Florida (72454)

**BEN PERNEZNY**  
 Stormwater & Drainage  
 Project Management Professional

**JOHN SOBZAK**  
 Structural  
 Professional Engineer  
 Florida (71407)

**PETE BOTTONE**  
 Environmental Scientist / Permitting  
 Professional Wetland Scientist (PWS) (2919)  
 Certified Ecological Restoration Practitioner (CERP) (0199)

**DAVE MARSHALL**  
 Cost Estimating  
 Certified General Contractor  
 Florida (CGC 1514980)

**ROGER RHODES**  
 Construction Inspection  
 Certified Erosion Prevention & Sediment Control Inspector (CEPSCI)

**ARDURRA REGISTRATIONS**

Our Proposed Project Team have the following licenses:

**PERSONNEL 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.

**JOEY CREWS**  
 Principal in Charge  
 Professional Engineer  
 Florida (56853)  
 Alabama (39518-E)  
 Georgia (046144)  
 South Carolina (38263)

**CHRIS KUZLER**  
 Program Manager  
 Professional Engineer  
 Florida (45532)  
 New York (066738)

**JIM KIZER**  
 QA / QC Manger  
 Professional Engineer  
 Florida (53477)  
 Alabama (18493)  
 Georgia (32814)  
 North Carolina (043385)  
 South Carolina (28354)

**JOE DOWNEY**  
 QA / QC Manager  
 Professional Engineer  
 Alabama (18196)  
 Florida (80839)  
 Georgia (036404)  
 Tennessee (24248)

**LOC TRUONG**  
 Project Director  
 Drinking WTP Operator Class C  
 Florida (0014398)  
 Drinking WTP Operator Class IIA  
 New York (NY0036915)

**BEN TURNAGE**  
 Sr. Project Manager  
 Professional Engineer  
 Florida (64055)

**CHRISTINA LEACH**  
 Modeling / Permitting  
 Professional Engineer  
 Florida (66594)

**BEN LAWRENCE**  
 Hydraulic Modeling  
 Professional Engineer  
 Alabama (39985)

**JEFF BROWN**  
 Ground Water Modeling  
 Certified Environmental Specialist  
 (CAA, CWA, RCRA, TSCA, CERCLA, EPCRA compliance; 2014)

Professional Geologist  
 Florida (1104)  
 Certified Environmental Specialist

Professional Engineer  
 Georgia (040654)  
 South Carolina (19051)

**MIKE BECKMAN**  
 Pump Stations



GENERAL ENGINEERING SERVICES FOR  
 OKALOOSA COUNTY WATER & SEWER DEPARTMENT



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

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**RFQ TITLE:**  
General Engineering Services for Okaloosa County Water & Sewer

**RFQ NUMBER:**  
RFQ WS 46-22

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**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

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

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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

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

COMPANY NAME Ardurra Group, Inc.

MAILING ADDRESS  
1988 Lewis Turner Blvd, Unit 3

CITY, STATE, ZIP Fort Walton Beach, FL 32547

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

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

EMAIL: jcrews@ardurra.com

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I CERTIFY THAT THIS 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:  PRINTED NAME: Joseph G. Crews, PE

TITLE: Practice Director DATE: 07/13/2022

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**GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER  
RFQ WS 46-22**

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 **General Engineering 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

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MEL PONDER, CHAIRMAN



**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):  
GENERAL 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 multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services;; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the County's Capital Improvement Plan or under the purview of the Water & Sewer Department or another County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once these fixed hourly costs are negotiated and contracts signed, each miscellaneous project will be negotiated to have work tasks that are either lump sum or time and expenses, with a not to exceed limit based on the negotiated hours and expenses. The results of each negotiation will result in a Task Order for the miscellaneous project. The County's standard form of consulting agreement is attached and will be utilized.

The term of this contract will be for three (3) years. The County reserves the right to renew any contract for two (2) one year contract periods. 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 firms will become a basis for contractual negotiations.

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

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

**QUALIFICATION PREPARATION INSTRUCTIONS**

The Request for Qualification (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 should 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 two or three firms.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

**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 and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects. Demonstrated expertise and experience in utilizing various design and modeling software. 15 points
4. **Performance Assurance:** Firm demonstrates a history and willingness to meet schedule and budget requirements; cites past water and sewer examples. Current workload and firm's capacity to perform future work. 20 points.
5. **Responsiveness** of the submittals clearly stating an understanding of the work to be performed for the County. 15 points
6. **Proposed Project Team and Work Proposes:** Proposal provides adequate information regarding the qualifications and responsibilities of the assigned team. Fields of work for which the firm is proposing to perform. Ability, capacity, and skill of the proposer to perform the services on a timely basis and accessibility to the County to appear in person for meetings upon one business day notice/request by the County. 15 points
7. **Regulatory and Grant Experience:** Submittal demonstrates a history of compliance with permitting requirements working with the following agencies: FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approval. An the extent of experience and past performance with grant/loan programs promulgated by FDEP, FDOT, FDEO, NFWFMD, EDC, SRF, USDA and other agencies. 10 points
8. **References:** Feedback from references, representative of past experience in the State of Florida similar to the services described herein. 5 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	08-10-2022 @ 9:00 P.M.
Recommend Award to BCC via ITA	08-12-2022
Contract Negotiations	08-22-2022 –08-26-2022
Finalize/Execute Agreement	09-6-2022

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

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

Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

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

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

## **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts. 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:

	<b><u>LIMIT</u></b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)



- |    |                                 |  |
|----|---------------------------------|--|
| 3. | Commercial General Liability    | \$1,000,000 each occurrence<br>for Bodily Injury & Property Damage<br>\$1,000,000 each occurrence Products and<br>completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence  |
| 5. | Professional Liability (E&O)    | \$1,000,000 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.

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

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ notice if cancellation is for nonpayment of premium).
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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

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

## GENERAL CONDITIONS

### **1. PRE-QUALIFICATION ACTIVITY -**

**Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed 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 bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.
5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.  
  
If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, 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<sup>12</sup>

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
- q. American Rescue Plan Act Clauses

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

**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)**

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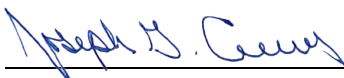
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FIRM NAME: Ardurra Group, Inc.

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**

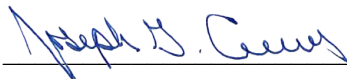
In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired 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.

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

DATE: 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.

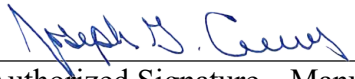
I Joseph H. Coney representing Ardurra Group, Inc.  
Signature Company Name

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

  
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 46-22**

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

**ADDENDUM NO.**

**DATE**

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1

06/30/2022

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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](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

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

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

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

(1) Company legal business name.

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

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

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

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name: 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: Emerald Coast Utility Authority  
9255 Sturdevant Street, Pensacola, FL 32514  
Stacy Hayden  
Contact Person: Director of Engineering Telephone # (        ) 850-969-6648  
Email: stacy.hayden@ecua.fl.gov
  
2. Owner's Name and Address: JEA  
21 W. Church Street, Jacksonville, FL 32202  
Katie Templeton, PE  
Contact Person: W/WW Engineer Telephone # (        ) 904-665-8784  
Email: templk@jea.com
  
3. Owner's Name and Address: St. Johns County Utility Department  
1205 State Road 16, St. Augustine, FL 32084  
Barry Stewart  
Contact Person: Water Operations Manager Telephone # (        ) 904-209-2645  
Email: bstewart@sjcfl.us
  
4. Owner's Name and Address: Clay County Utility Authority  
3176 Old Jennings Road, Middleburg, FL 32068  
Paul Steinbrecher,  
Contact Person: Cheif Engineer Telephone # (        ) 904-213-2408  
Email: psteinbrecher@clayutility.org
  
5. Owner's Name and Address: Hillsborough County  
601 E. Kennedy Blvd, 22nd Floor, Tampa, FL 33602  
Brad Warholak, PE  
Contract Person: CIP Engineer Telephone # (        ) 813-209-3051  
Email: warholakb@hcflgov.net

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

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

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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  
*[Signature]*



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: 07/13/2022

SIGNATURE: 

COMPANY: Ardurra Group, Inc.

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

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

TITLE: Practice Director

E-MAIL: jcrews@ardurra.com

PHONE NO.: 850-244-5800

## 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, Proposers 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*.

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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:   
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: \_\_\_\_\_

## **American Rescue Plan Contract Clauses**

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

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

### **PUBLICATIONS**

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

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

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

### **Reducing Text Messaging While Driving**

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

## **American Rescue Plan Contract Clauses Continued**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS REQUIREMENTS &**

**ACT OF 1964**

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

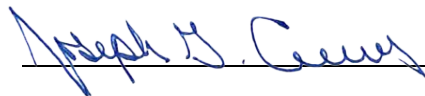
The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

DATE: 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

# *State of Florida*

## *Department of State*

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

The document number of this corporation is 555540.

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

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

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



*Randy Bee*  
*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

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements