

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Ardurra Group, Inc.**, whose principal address is 4921 Memorial Hwy, Ste 300, Tampa, FL 33634, with a mailing address of 100 Center Creek Road, Suite 108, St. Augustine, FL 32084, possessing FEIN# 59-1782900 (hereinafter referred to as “FIRM”) under seal for the Waste Water Treatment Facility for Southwest Service Area Project Design, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #22Q-132 - Waste Water Treatment Facility for Southwest Service Area Project Design, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon COUNTY’s Board of County Commissioner’s approval and shall be in effect for an anticipated four (4) months through July 31, 2023 (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 22Q-132, the FRIM shall develop and deliver to COUNTY a Capacity Study for the Water Treatment Facility for Southwest Service Area Design, FIRM shall provide complete Professional Services as stated in Scope of Services, Exhibit A, hereto, “the Work”.

Section 6 – Compensation. COUNTY shall make payment of One Hundred Fifty-nine Thousand One Hundred Forty Dollars and Eighty Cents, \$159,140.80, (the “Agreement Price”), to FIRM under established procedure. FIRM may provide additional services consistent with findings from the capacity study. The fee for these services will be negotiated as-needed. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if

provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide 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;
- 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from

COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor 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 Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY.

FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

- d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

- 1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:

- a. 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, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed 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, F.S.
 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed 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, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed 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, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed 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, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the

Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The FIRM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Ardurra Group, Inc.
100 Center Creek Road, Suite 108, St. Augustine, FL 32084
CONTACT PERSON: David Rasmussen | Phone: 904-562-2185

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: drasmussen@ardurra.com and kvaith@ardurra.com. Designation signifies FIRM's election to accept notices solely by e-mail.

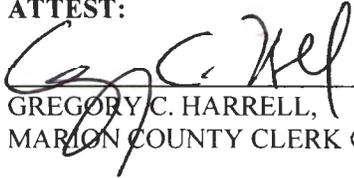
Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party

shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

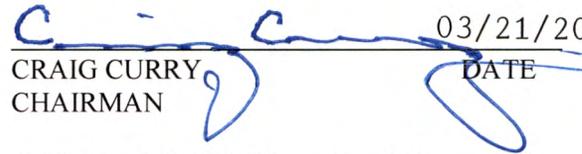
Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Services.**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

 03/21/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

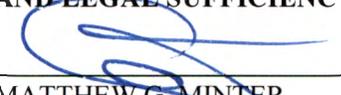
MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

 03/21/2023
CRAIG CURRY, DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

BCC APPROVED: March 21, 2023
22Q-132 | Waste Water Treatment Facility for Southwest Service Area Project Design

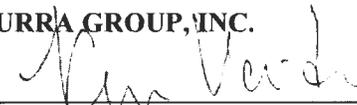
AND LEGAL SUFFICIENCY

FOR  4/11/2023
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:


SIGNATURE
David Rasmussen Client Service Manager
PRINTED NAME

ARDURRA GROUP, INC.

 4/6/2023
BY: Kart Vaith DATE
PRINTED:
Chief Strategy Officer
ITS: (TITLE)

WITNESS:

Emily Sanborn
SIGNATURE
Emily Sanborn
PRINTED NAME

Scope of Services for Professional Engineering Services for 22Q-132 Wastewater Treatment for Southwest Service Area Design Project Conceptual Design Phase

Purpose:

The purpose of this Task Order (TO) is to authorize and direct Ardurra Group, Inc. (CONSULTANT) to provide conceptual design services for developing a Long-Term Plan for Wastewater Treatment in Marion County's Southwest Service Area. Marion County Utility Department (OWNER or MCUD) solicited interested consultants to submit proposals for developing the Southwest Wastewater Service Area Expansion Plan (PROJECT); refer to Request for Qualification (RFQ) #22Q-132. CONSULTANT responded to the OWNER's solicitation and was selected by the OWNER based upon the proposals submitted in response to RFQ #22Q-132. This scope of services defines the initial Task Order No. 1 assignment for engineering and technical services that CONSULTANT shall provide to the OWNER and is consistent with the intent of the RFQ and the CONSULTANT's proposal.

Background:

MCUD operates and maintains the existing Oak Run Wastewater Treatment Facility (WWTF) that serves the Marion County Southwest Service Area to include Marion Oaks and Oak Run service areas located in the Southwestern portion of Marion County. The system extends from the east side of I-75 at CR 484 servicing the Florida Horse Park, commercial frontage at CR 484, and the Marion Oaks community. The system is bordered to the North by the City of Ocala, to the west by On Top of the World, and the east by I-75 with system expansion planned across I-75. The system contains a mix of commercial, light industrial, recreational, and residential uses and accounts for a major portion of Marion County's overall population growth. Portions of the Southwest Service area are experiencing rapid growth due to the new commercial, industrial, and residential development, to include McGinley Farm and several Planned Unit Developments.

The Oak Run WWTF was expanded in 2007 to its current permitted average annual daily flow (AADF) capacity of 1.6 mgd. Treated effluent is discharged to onsite rapid infiltration basins (RIBs) for disposal. The treated effluent is required to comply with annual average effluent permit limits that require water samples from nearby groundwater monitoring wells to contain concentrations of carbonaceous biochemical oxygen demand (CBOD) and total suspended solids (TSS) of less than 20 milligrams per liter (mg/L), each; and less than 10 mg/L of nitrate nitrogen (NO₃-N). The facility operates as a public access reuse facility and is required to meet high level disinfection protocol standards. Currently reuse water is provided to area golf courses and landscape irrigation areas. More recent Florida Department of Environmental (FDEP) studies and adoption of Basin Action Management Plan (BMAP) requirements for springs protection as well as the Marion County

Springs Protection Ordinance as codified in the Land Development Code (LDC) requires the limitation of effluent disposal to 6 mg/l.

MCUD has requested CONSULTANT to develop a scope of services to estimate the future growth and wastewater flows in the services area, both immediate (5 to 7 years) and long-term (buildout) scenarios; to evaluate the feasibility of expanding the existing Oak Run WWTF which would include expansion of the treatment and effluent disposal capacity and evaluate the Oak Run WWTF useful life to receive, treat, and dispose of the effluent for the immediate period of 5 to 7 years. Consultant shall develop a conceptual plan for constructing necessary improvements to the facility to extend its useful life and capacity. This TO will include:

- An evaluation to determine the necessary Operation and Maintenance (O&M) improvements to address existing limitations and issues of need and to extend the Oak Run WWTF useful life.
- Planning of the southwest service area will include:
 - flow and load projections for immediate and buildout conditions
 - evaluating alternatives to expand the capacity of the existing Oak Run WWTF to have the capacity to accommodate the projected immediate service area growth
 - identify and evaluate alternative locations for a new WWTF located in the Southwest Service Area
 - determine the capacity of a new water reclamation facility in the Southwest Service Area and a timeline for implementation of the new facility
- Perform effluent management master planning for the southwest service area.

Scope of Services:

The scope of services for this Task Order includes engineering and technical services to perform the following evaluations and to summarize the findings and recommendations of the evaluations in the following technical memoranda and reports:

- Technical Memorandum (TM) No. 1 - Oak Run WWTF Operation and Maintenance Improvements
- TM No. 2 - Southwest Service Area Wastewater Master Plan
- TM No. 3 - Develop and Evaluate Effluent Management Options

Task 1 - Project Management

CONSULTANT shall provide project management services for the duration of the work described herein. The work under this task includes:

Task 1.1: Project Management

CONSULTANT will manage staff, subconsultants, and cross discipline coordination and communication – task includes identifying key personnel who best fit this project, assigning work tasks, monitoring progress of engineers in multiple disciplines and sub-consultants when needed.

Task 1.2: Kickoff Meeting and Site Visit

A kickoff meeting and site visit will be held between OWNER and the CONSULTANT's project team. The kickoff meeting will include a discussion of the project goals and objectives, scope of the

project, challenges, or issues, permitting approach, schedule, and communication protocols. CONSULTANT will prepare minutes of the kickoff meeting and distribute to the team via email.

Task 1.3: Quality Control (QC)

Activities performed under this task consist of those general functions required to maintain the project schedule and budget and to control the quality of the work products defined within this scope to be consistent with CONSULTANT's standards and OWNER's expectations. Specific activities included are identified below.

- Internal technical reviews will be conducted for each OWNER deliverable for this project. Initial identification of alternatives for the TMs will include the senior reviewers.

Task 1.4: Conceptual Design Alternatives Workshop

Perform (1) alternatives workshop with OWNER stakeholders to discuss and finalize the recommended alternatives associated with the preliminary and final design of recommended O&M improvements and recommended initial capacity expansion capital improvements.

Task 2 - Review Existing Information and Data

Task 2.1: Review Existing Design Data

CONSULTANT shall identify necessary types of pertinent information and data regarding the PROJECT and OWNER shall provide all available information and data. CONSULTANT shall receive this information and data, review and summarize the materials and data, and make this information and data available to the OWNER. Information and data that may be reviewed includes, but is not limited to, the following:

- Existing design information
- Existing operations data including influent and effluent flow and loading characteristics.
- OWNER planning data and land use projections
- Existing geotechnical reports
- Existing permits and correspondence with Florida Department of Environmental Protection (FDEP)

Task 3 - Conceptual Design Document (CDD)

The intent of this task is to provide for the evaluations, investigations, preliminary design concept development, and cost estimating for presentation of findings in a technical memorandum sequence that will incorporate recommendations to Marion County Utilities for necessary O&M improvements. Further evaluation will consider rerating, additional physical improvements, and/or plant expansion at the Oak Run WWTF. Consideration of cost vs. capacity for Oak Run WWTP will be reviewed to understand the cost benefit of implementing capital improvements at Oak Run vs. implementing improvements at a new facility. The CDD will include planning level analysis of the Southwest Service Area to based on future population projections in the service area. The CDD will provide recommendations for the location of a new water reclamation facility in the Southwest Service Area, facility capacity, and timeframe for implementation of the new facility.

The work under this task will include the following:

Task 3.1: TM No. 1 – Oak Run WWTF Operation and Maintenance Improvements

This initial Technical Memorandum will address O&M improvements to the current Oak Run WWTP facility and includes the evaluations noted below. The O&M Improvements scope of services will include:

- Evaluation and preliminary design to mitigate odors generated from the WWTF and improvements necessary to allow operations to resume decanting in the digester.
- Evaluation of the existing process treatment including possible short circuiting of the 1st anoxic basin and process air control

A draft TM will be prepared summarizing the evaluations, findings, preliminary designs and estimated improvements cost. This TM will be submitted to the OWNER and a workshop will be conducted to review the draft TM and discuss the OWNER's comments. After the workshop, a final TM will be issued for this subtask. It is understood that the evaluations for O&M improvements will be conducted simultaneously with evaluation for capacity increase and practical use and "useful life" of the Oak Run facilities.

Task 3.2: TM No. 2 – Southwest Service Area Wastewater Treatment Facility Planning Stage

o Subtask 3.2.1 – Flow and Load Projections

Based on future development and population projections for the service area, existing and historic flow equivalents for per capita and per equivalent dwelling unit wastewater flowrates, CONSULTANT shall develop flow projections for both immediate (5 to 7 years) and long-term (buildout). This data and information will be used as the basis of design for developing the planning stage technical memorandums with regard to expanding the available wastewater treatment capacity in the SW Service Area. Flow projections from the SW Service Area including the service areas for Marion Oaks, Oak Run and future developments within the SW Service Area, will be considered. A meeting may be held with CONSULTANT and OWNER to discuss the development of the population and flow projections.

Based on data from the existing Oak Run WWTF and recent typical wastewater characteristics in MCUD's service territories, wastewater loadings will be developed for use as the basis of design. CBOD, TSS, total Kjeldahl nitrogen (TKN), total Nitrogen (TN), ammonia (NH₃N), and total phosphorus (TP) will be the primary wastewater constituents of concern. The data will be analyzed for abnormal inflow fluctuations that may indicate potential infiltration and inflow (I&I) issues. This task will include consultation with the OWNER so that OWNER may conduct follow up inspection of probable areas of the collection system where I&I may exist.

o Subtask 3.2.2 – Oak Run WWTF Expansion Alternatives

The analysis of alternatives for planned expansions of capacity for the SW service area, will be performed with the goal of designing practical and cost effective (cost vs. benefit) expansion of the existing WWTF and with the understanding that a much larger future WWTF will be necessary to meet the capacity demands of the service area. Preliminary design analysis for any of the expansion alternatives will provide the capability to produce a treated effluent that complies with the permitted discharge standards for rapid infiltration basin (RIB) disposal and for recharge of the surficial aquifer for a phased strategy of public access reuse (PAR). The evaluation will include a phasing plan of how and when to implement the capacity expansion of the SW service area facilities including, if beneficial, the expansion of the existing Oak Run WWTF and the predicated construction sequence

and timeframe of a new WWTF or new facility components, when feasible and appropriate, in the SW service area.

The most recent Capacity Analysis for the Oak Run WWTP indicates that the inflow to the treatment works will continue to increase for the projected future. This investigation and preliminary design effort will include preliminary site design and phasing alternatives to increase the plant capacity based on the phasing plan developed. Capital and O&M costs will be included for each alternative. The evaluation will consider all major unit processes, support facilities, stormwater, reject management, effluent disposal systems, biosolids management and facility access. Up to three (3) alternatives (2.5, 3.5, and 4 mgd) to increase the capacity of the existing facility from 1.6 mgd AADF will be considered for this task so that a comparison can be reviewed with the information and cost (generated for subtask 3.2.3) of a new WWTF.

- *Subtask 3.2.3 – New Southwest Service Area WRF Planning*

This task will involve the consideration of needed wastewater treatment (and effluent disposal) capacity over time for the buildout of the service area, with consideration and identification of what capital improvements may be needed for the wastewater treatment facility and effluent disposal. The preliminary planning design investigation will include alternatives that consider the facility location, plant capacity, and type of processing based on the phasing plan developed in Subtask 3.2.

A more refined investigation will be undertaken to address the needs for the future of the service area. Capital and O&M costs will be estimated for each alternative. The evaluation will consider all major unit processes, support facilities, stormwater, reject management, effluent disposal systems, biosolids management and facility access. Up to three (3) treatment facility process design alternatives will be considered in this TM: 4-Stage Bardenpho Oxidation Ditch, 4-Stage Bardenpho Diffused Air, and another as determined by the OWNER. Candidate sites for a new facility will be presented and discussed with the OWNER to reach a consensus of a preferred new facility location, to allow a guide for what may be included in the conceptual design and cost evaluations. It is understood that land not owned or controlled by OWNER and that may be candidate sites for expanded or new facilities is speculative without the land acquisition process completed.

- *Subtask 3.2.4 - Effluent Management Planning*

The current approach for effluent management is to discharge treated effluent to PAR with alternative discharge to RIBs to serve the rapidly growing service area and PAR demands. The evaluation in this TM will include reclaimed water storage considerations so that the facility can treat and manage future effluent flows and discharges to PAR and RIBs. CONSULTANT will identify additional effluent management options, to evaluate with the OWNER, including identifying new locations for additional RIBs, use of existing RIBs or relocated RIBs, and the feasibility and potential locations of establishing a new wetlands recharge park. This planning task will include providing the projected timelines for the transition to PAR in the future and balancing the need for constructed facilities. Up to three (3) effluent management options for evaluation are included in this task. The effluent management options will include RIBs, wetland recharge, and spray field. Estimated costs for each option will be developed as part of this evaluation.

CONSULTANT shall arrange and meet with the Florida Greenways representative to discuss probable and beneficial use of the Florida Greenways and Trails corridor as a potential location for reclaimed water irrigation and potential for siting a new wetland recharge park.

A draft TM will be prepared for this task and submitted to the OWNER. A workshop will be conducted to review the draft TM and discuss the OWNER's comments. After the workshop, a final TM will be prepared and issued for this Task.

Task 3.3: Conceptual Design Document

After the completion of Tasks 3.1 and 3.2, CONSULTANT will hold a workshop with the OWNER to discuss the alternative evaluations and recommendations presented in each TM. The CONSULTANT and OWNER will select one alternative or combination of plan items, for CONSULTANT to proceed to the conceptual design phase. CONSULTANT will refine and perform the conceptual design work so that the results can be summarized in a Conceptual Design Document which will include the following:

- Concept Site Plan Exhibit(s) for existing WWTP site changes and additional Concept Site Plan Exhibit(s) for future WWTP and effluent disposal location(s), as applicable or necessary for the selected expanded capacity
- Executive Summary of Recommended Alternatives as presented for the conceptual design.
- Projected timeline for the improvements of the Oak Run WWTF and initiation of the new Southwest Service Area WWTF
- Final Technical Memoranda from previous subtasks

These documents will form guidance information and concept design basis for subsequent Contract Amendments that include Task Authorizations to prepare a Preliminary Design Report (PDR) which can then be used for progressing more detailed design and FDEP permitting documentation of the WWTF systems.

Assumptions

The following assumptions were used in the development of this Task Order assignment:

- MCUD will provide updated GIS and data files, and equivalent residential connection (ERC) data for the service territory to CONSULTANT. CONSULTANT will coordinate with the County Growth Services department to obtain planned development information for planned and future undeveloped areas. Planned land use and planned densities within the SW Service area as the wastewater service territory will be identified and considered in the flows and loads analysis as well as siting of potential effluent disposal locations. CONSULTANT will rely upon information received from MCUD and County Growth Services staff in the identification of potential site for the new SWSA WRF and effluent disposal.
- Planning level effluent management options will be developed based on the available geotechnical soils mapping and FDEP records regarding the current FDEP allowed disposal at Oak Run and related effluent disposal facilities. Disposal alternatives will be based on current FDEP acceptable approaches for the Marion County area. Engineering evaluation such as groundwater modeling, groundwater mounding analysis or similar hydrogeologic modelling is not included in this Task Order scope of work.

Compensation Provisions:

For performing the engineering services of this Task Order, OWNER agrees to pay CONSULTANT a lump sum fee of **\$159,140.80**. See Attachment A for the labor hours' estimate for the lump sum contract. The lump sum fee shall include compensation for all labor and other direct costs for the scope of services specified herein.

Period of Service:

The schedule for the Project within this Task Order is anticipated to be completed within four (4) months following the approval of this Task Order.

Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For the CLIENT	For the CONSULTANT
Name: Mark Thomas, P.E. Project Manager	Name: David Rasmussen, P.E. Client Service Manager
Address: 11800 SE US Hwy 441 Bellevue, FL 34420	Address: 100 Center Creek Road Suite 108 St. Augustine, FL 32084
Telephone: Office: 352-307-6000 Mobile: 352-307-4624	Telephone: 904-593-5607

Attachment A
 CLIENT: Marion County Utility Department
 PROJECT: Southwest Service Area Design Project Conceptual Design Phase
 Fee Estimate

<i>Task</i>	<i>Senior Reviewer</i>	<i>Senior Project Manager</i>	<i>Sr. Professional Engineer</i>	<i>Professional Engineer</i>	<i>Engineering Intern II</i>	<i>Senior CADD Designer</i>	<i>Clerical / Administrative</i>	<i>Total Hours</i>	<i>Total Cost</i>
<i>Rates</i>	\$249.20	\$224.00	\$187.60	\$140.00	\$112.00	\$98.00	\$64.40		
Task 1 - Project Management and QA/QC with Sr. Reviewer Input									
1.1 - Project Management	2	12	0	0	0	0	20	34	\$ 4,474.40
1.2 - Kickoff Meeting and Site Visit	4	8	4	16	8	0	0	40	\$ 6,675.20
1.3 - Quality Control	24	8	0	0	0	0	0	32	\$ 7,772.80
1.4 - Conceptual Design Alternatives Workshop	4	16	8	4	0	0	2	34	\$ 6,770.40
Subtotal Task 1	34	44	12	20	8	0	22	140	\$ 25,692.80
Task 2 - Review Existing Information & Data									
2.1 - Review Existing Design Data	2	4	32	40	0	0	0	78	\$ 12,997.60
Subtotal Task 2	2	4	32	40	0	0	0	78	\$ 12,997.60
Task 3 - Conceptual Design Document (CDD)									
3.1 - TM#1 Oak Run WWTF Operation and Maintenance Improvements	8	24	4	84	100	60	2	282	\$ 37,088.80
3.2 - TM#2 Southwest Service Area WWTF Planning Stage	8	40	80	280	0	16	2	426	\$ 66,858.40
3.3 - Conceptual Design Document	8	16	8	48	16	8	2	106	\$ 16,503.20
Subtotal Task 3	24	80	92	412	116	84	6	814	\$ 120,450.40
LABOR SUBTOTAL	60	128	136	472	124	84	28	1032	\$ 159,140.80
% Labor per Category	6%	12%	13%	46%	12%	8%	3%	100%	
LUMP SUM TOTAL									\$ 159,140.80