Agenda Report

2725 Judge Fran Jamieson Way Viera, FL 32940



Consent

F.1. 7/25/2023

Subject:

Time Extension Request for the City of West Melbourne Ray Bullard Water Reclamation Facility Upgrade, Save Our Indian River Lagoon Project - District 3

Fiscal Impact:

This Board action does not change the funding amount, only the timing of the anticipated cost-share distributions from the Save Our Indian River Lagoon Trust Fund (Fund 1260)

Dept/Office:

Natural Resources Management

Requested Action:

It is requested the Board authorize the Chair to execute Amendment 2 to extend the completion date for the SOIRL 21-138 Agreement with the City of West Melbourne

Summary Explanation and Background:

The City of West Melbourne Ray Bullard Water Reclamation Facility Upgrade Project is a substitute project approved by the County Commission in 2020 and remains included in the current Save Our Indian River Lagoon Project Plan. This project will reduce an estimated 13,360 pounds per year of total nitrogen and 3,302 pounds per year of total phosphorus from entering the lagoon through additional treatment of domestic wastewater to be reused for irrigation.

The original Agreement was executed on April 6, 2021, for \$4,260,000.00 with a completion date of September 31, 2023. Amendment 1 was executed on December 14, 2021, to update the City Project Manager and E-Verify language. The requested amendment updates the County's indemnity requirements and extends the completion date 16 months to January 31, 2025.

The City experienced delays in design due to the expansion of the project to include additional treatment effectiveness, which further benefits the lagoon. The City also secured additional funding from the Florida Department of Environmental Protection and the St. Johns River Water Management District for the project.

Clerk to the Board Instructions:

Please execute two original copies of Amendment 2 to SOIRL 21-138, attached.



FLORIDA'S SPACE COAST

Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001 Fax: (321) 264-6972 Kimberly, Powell@brevardclerk, us



July 26, 2023

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Time Extension Request for the City of West Melbourne Ray Bullard Water Reclamation Facility Upgrade, Save Our Indian River Lagoon (SOIRL) Project

The Board of County Commissioners, in regular session on July 25, 2023, authorized the Chair to execute Amendment 2 to extend the completion date for the SOIRL 21-138 Agreement with the City of West Melbourne for the Ray Bullard Water Reclamation Facility Upgrade. Enclosed are two executed Agreements.

Upon execution by the City of West Melbourne, please return a fully-executed Agreement to this office for inclusion of the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

Encls. (2)

cc: Contracts Administration

Finance Budget

AMENDMENT 2 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA, AND THE CITY OF WEST MELBOURNE, FLORIDA

AGREEMENT NUMBER: SOIRL 21-138

THIS AMENDMENT is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of West Melbourne, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 22-138 on April 6, 2021 ("Agreement"); and

WHEREAS, the parties previously entered into Amendment 1 to the Agreement on December 14, 2021, to update the CITY Project Manager and E-Verify language; and

WHEREAS, the CITY experienced delays in design due to expansion of the project to include addition treatment effectiveness; and

WHEREAS, the CITY has secured additional grant funding for this project from the Florida Department of Environmental Protection and St. Johns River Water Management District; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

- 1. Section 3. Terms and Extensions subsection 3.a. is amended to read as follows:
 - a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until January 31, 2025 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.
- 2. Section 9. Payment of Invoices, paragraph 9.c is amended to read as follows:
 - c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in the Eligible Tax Funding Cost Share Form, Attachment E (after adjustments per Section 8c. and/or d.) divided by Project Cost multiplied by the amount of the City's Project Cost incurred during the respective incremental billing period. This percentage may be adjusted as needed if the project is partially funded through other grant funding sources. Payments shall be made within fortyfive (45) days of receipt of an approved invoice.
- 3. Section 14. Sovereign immunity, Liability, and Insurance is amended to read as

follows:

To the extent provided by law, the CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CITY, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with this Contract, to the extent and within the limitations of Section 768.28, Florida Statutes. The CITY accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or CITY beyond the waiver provided for in Section 768.28, Florida Statutes, as may be amended. Nothing contained herein shall constitute agreement by the CITY to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers or employees. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

The selected contractor shall purchase and maintain general liability insurance in the amount of \$1,000,000/\$2,000,000 and auto liability insurance in the amount of \$500,000/\$1,000,000, and Workers' Compensation to the State of Florida's limits. The selected contractor shall provide Certificates of Insurance to the City and COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract and is responsible for ensuring it has the coverage required hereunder throughout the length of this contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A-Class VIII or better. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover the COUNTY and the CITY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice being issued by the insurer to the COUNTY. The CONTRACTOR is also responsible for providing the COUNTY with thirty (30) days prior written notice of any change or cancellation of the policies.

The selected contractor shall submit a certificate of insurance that meets these requirements to both the CITY and the BOCC before the commencement of the project. Where the City is indemnified under any agreement awarded to the selected subcontractor, the County shall also likewise be so indemnified by the subcontractor and the City shall provide written proof of such indemnification.

The parties acknowledge that specific consideration has been exchanged for this

- indemnification provision. This indemnification shall survive the termination of this Contract.
- 4. As a result of the additional funds made available from the Florida Department of Environmental Protection 2023 Water Quality grant program and the St. Johns River Water Management District 2023 Cost Share Funding, "Attachment E Eligible Funding Cost Share Form" of the Agreement is hereby amended as follows:

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ATTACHMENT E

	ALIACHINENIE
Recipient Name:	City of West Melbourne
Project Name:	Ray Bullard Water Reclamation Facility Nutrient Removal Upgrades
Agreement	
Number:	21-138

		Est	Estimated Project Cost-Share Table	Cost-Share Table	a)		
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted Local Match	Local Match
1	Design & Permitting \$710,000	\$710,000				\$600,000	\$110,000
2	Construction	\$7,300,000		\$1,510,000 \$1,343,250	\$1,343,250	\$3,660,000	\$786,750
	Total	\$8,010,000	\$-	\$1,510,000	\$1,343,250	\$4,260,000	\$896,750

Funding Eligibility Calculation	
	Reclaimed
Project Type	Water
BMP Type (If stormwater)	
Pounds of Nitrogen Reduction	11360
Eligible Cost Share per Pound	\$375
Eligible Tax Funding Cost Share	\$4,260,000.00
Reduction so Sum of Grants does not exceed Project Cost	*\$
Eligible Lagoon Tax Cost Share, Adjusted	\$4,260,000.00
Percent Cost Share to be contributed by the Lagoon Tax	53%

5. All terms and conditions of the Agreement, and any amendments or modifications thereto, are incorporated herein by this reference, not inconsistent with the provisions of this Second Amendment, shall remain in full force and effect.

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SOIRL 21-138 Amendment 2 Page 4 of 5 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA By:	WEST MELBOURNE, FLORIDA By: Name: Hal Rose
Rita Pritchett, Chair	Title: Mayor
As Approved by the Board on July 25, 2023	Date:
Rachel Sadoff, clerk Date: Reviewed for legal form and content for Brevard County	
Heather A. Balser, Assistant County Attorney	

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

	SECTION	II- GENERAL	. INFORMATION	
1. Contractor: City of We	st Melbourne		2. Amount:	\$0
3. Fund/Account #: 1260/		4.	Department Name: Natu	ral Resources Management
5. Contract Description: R		Reciamatio		
6. Contract Monitor: Terri	Breeden		8. Con	tract Type:
7. Dept/Office Director: Vir	ginia Barker		INTE	ERGOVT/LOCAL
9. Type of Procurement: Ex	empt from Competi	tion		
The same of the sa	SECTION II - RE	VIEW AND APP	PROVAL TO ADVERTISE	
	APPRO			
COUNTY OFFICE	YES	NO	SIGNATURE	
User Agency	브			
Purchasing				
Risk Management				
County Attorney				
SECTI	ON III - CONTRAC	CTS MANAGEN	MENT DATABASE CHECKL	IST
	APPRO	OVAL		
COUNTY OFFICE	YES	NO	SIGNATURE	
	_			
User Agency	\checkmark		Breeden, Terri	Digitally signed by Breeden, Terri Date: 2023 06 20 11 06:45 -04'00'
Purchasing	\checkmark		Wall, Katherine	Digitally signed by Wall, Katherine Date: 2023,07,03 16:29:38 -04'00'
Risk Management			Summer & unpoled live	Digitally signed by Wyllie-Vitt, Summer Date: 2023,07,03 14:01:34 -04'00'
County Attorney			Balser, Heather	Digitally signed by Balser, Heather
				Date: 2023,06.23 15:56:28 -04'00'
SECTI	ON IV - CONTRAC	CTS MANAGEN	MENT DATABASE CHECKL	IST
CM DATABASE REQUIRED FIE	LDS			Complete ✓
Department Information				
Department				
Program Contact Name				
Cost Center, Fund, and G/L	A = = = 1 +			
Vendor Information (SAP Ve				
Contract Status, Title, Type, Storage Location (SAP)	ana Amouni			
Contract Approval Date, Eff	factive Data and	Evpiration Dat	0	
Contract Absolute End Date Material Group	; Ino Additional Re	enewais/Exfer	isions)	
	dod in CM datab	aro (Contra-t	Form with County Attack	Diele
Contract Documents Upload Management/ Purchasing A	Approval; Signed/E	use (Contract Executed Con	tract)	∌y/ KISK
"Right To Audit" Clause Inclu				
	to database (Insu	rance Ronds	oto I	

AO-29: EXHIBIT I



7175 Murrell Road, Melbourne, FL 32940 Phone: 321-622-4646

Summer 2023

Brevard County Board of County Commissioners

c/o Terri Breeden Brevard County Natural Resources Management 2725 Judge Fran Jamieson Way, Bldg. A-219 Viera, FL 32940

321-633-2016 x5-8407 (office) 321-223-0398 (cell)

Subject:

SOIRL Grant 21-138 Time Extension Request

Introduction

The City of West Melbourne (City) entered into a grant agreement with the Brevard County Save Our Indian River Lagoon (SOIRL) program on April 4, 2021 in the amount of \$4,260,000 for design and construction of a Biological Nutrient Reduction Upgrade to its Ray Bullard Water Reclamation Facility (WRF).

The original goal completion dates for the design and construction were stated therein as:

Task	Task Title	Task Start Date	Task Finish Date
1	Design and Permitting	December 2020	October 2021
2	Construction of Project	December 2021	June 2023

Design work proceeded accordingly, despite the following described schedule impacts.

While the process design of the Biological Nitrogen Removal process was underway, it was noticed that the influent wastewater strength was increasing over a few months. It became apparent that the lower design influent strength used during the previous BNR feasibility study would result in an inadequate nitrogen removal in the BNR process. Therefore, a several months long sampling exercise was undertaken to obtain the latest influent wastewater strength until it stopped increasing.

The scope of BNR Improvements project included conversion of an existing Aeration Basin into an Anoxic Basin, Construction of a new Aeration Basin with air diffusers, replacement on 25-year-old blowers with new blowers, replacement of the existing (leaking) air piping with new overhead air piping, construction of two Internal Recycle Pump Stations and installation of electrical system to support the converted process. The scope did not include improvement of the existing headworks (Screening and Grit Removal).

Subsequently, it was discovered that the existing screening and grit removal systems were performing poorly. The screens were performing an inadequate function of removing strings and rags from the influent wastewater. The grit removal equipment was not removing adequate sand and grit from the influent wastewater. It became apparent that the deficient performance of screening and grit removal

would result in an impaired performance of BNR process. Therefore, it was necessary to improve the headworks components.

On March 7, 2023, the City received a letter from FDEP giving the City notice of a Total Phosphorus discharge limit to be enforced at the time of FDEP wastewater permit renewal in October 2026. To ensure consistent permit compliance in the future permit, the City decided to include the design of a chemical addition process to implement TP removal in the current design.

The originally anticipated Scope of Work has necessarily expanded to include additional treatment works which will sustain the wastewater treatment effectiveness (Headworks Debris Screening and Grit Removal, SCADA, Phosphorus Removal).

The City has been favored with additional grant funding from FDEP 2023 Water Quality grant program (\$ 1,510,000) and the St Johns River Water Management District (SJRWMD) 2023 Cost Share Funding (\$ 1,343,250) which will assist with the additional costs of the needed treatment system additions.

Due to the above-described added components to the treatment works, COVID-19 restrictions. additional design for the FDEP lowered discharge limits, and weather impacts, the design process has taken longer than first anticipated.

We respectfully request that the Brevard County Board of County Commissioners extend the term of SOIRL 21-138 to accommodate the delayed schedule completion dates as follows:

Task	Task Title	Revised	Revised
Task	Task Title	Task Start Date	Task Finish Date
1	Design and Permitting	December 2020	September 2023
2	Construction of Project	January 2024	December 2024

A GANTT Schedule Timeline is included with this request.

Closing,

[signature]

Bill Huffman, P.E. Project Manager Infrastructure Solution Services

Enclosure:

GANTT Chart Schedule WMB029 RB WRF BNR Upgrades Timeline

Attachments: Appendix A Schedule Narrative



Appendix 1 Schedule Narrative

1. ISS - Original City Task Order WMB029

- 1.1. The City of West Melbourne (City) and Infrastructure Solution Services (ISS) entered into a Task Order for design of the Ray Bullard Water Recovery Facility (WRF) Biological Nutrient Removal (BNR) Upgrades on September 5, 2020.
- 1.2. ISS and City proceeded to take inflow contaminant measurements to determine the level of BNR required to meet the WRF permitted outflow restrictions and completed those long term measurements on February 28, 2022.
- 1.3. Using the measurements noted above, ISS prepared 30% design stage plans of the prosed treatment process and submitted to City for comments.
- 1.4. City reviewed the 30% design stage plans and provided comments on June 13, 2022.
- 1.5. ISS and City performed a site visit at Atlantic Beach WTP to investigate their experience with a manufacturer's variable speed air blower system on October 13, 2022. There were scheduling delays for this visit due to Hurricane Ian (10/1/2022).
- 1.6. ISS incorporated comments and prepared 60% design stage plans which were submitted to City on January 31, 2023.
- 1.7. City reviewed the 60% design stage plans and provided comments on February 13, 2023
- 1.8. City received FDEP letter March 7, 2023 giving pre-notice of imminent Total Nitrogen (TN) and Total Phosphorus (TP) lower discharge limits to be enforced by next permit cycle (~2026). ISS recommended that City include some additional treatment elements to ensure the WRF would meet those future standards.
- 1.9. ISS submitted Task Order Change Order for additional design efforts.
 - 1.9.1. Task Order Change Order Executed / NTP
 - 1.9.2. ISS City Revised Scope 60% Submittal
 - 1.9.3. City ISS Revised Scope 60% Submittal Review Comments
 - 1.9.4. ISS City Revised Scope 90% Submittal
 - 1.9.5. City ISS Revised Scope 90% Submittal Review Comments
 - 1.9.6. ISS Permitting
 - 1.9.7. ISS Revised Scope 100% Submittal
 - 1.9.8. City Issued For Bid
 - 1.9.9. City Award of Contract
 - 1.9.10. Proposed Revised Construction Start
 - 1.9.11. Proposed Revised Construction Finish



2. Funding

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- 2.1.1. Funding Agreement Executed
- 2.1.2. SOIRL 21-138 Design and Permitting Original Planned Start
- 2.1.3. SOIRL 21-138 Design and Permitting Original Planned Finish
- 2.1.4. SOIRL 21-138 Design and Permitting Requested Revised Planned Finish
- 2.1.5. SOIRL 21-138 Construction Original Planned Start
- 2.1.6. SOIRL 21-138 Construction Original Planned Finish
- 2.1.7. SOIRL 21-138 Construction Requested Revised Planned Finish

2.2. FDEP WQ Grant

- 2.2.1. Funding Grant Announced February 16, 2023
- 2.2.2. Original Requested Design and Permitting Planned Start
- 2.2.3. Original Requested Design and Permitting Planned Finish
- 2.2.4. Original Requested Construction Planned Start
- 2.2.5. Original Requested Construction Planned Finish

2.3. SJRWMD 2023 Cost Share Grant

- 2.3.1. Funding Grant Announced April 6, 2023
- 2.3.2. SJRWMD Cost Share Grant Executed (Planned)
- 2.3.3. Original Requested Design and Permitting Planned Start
- 2.3.4. Original Requested Design and Permitting Planned Finish
- 2.3.5. Original Requested Construction Planned Start
- 2.3.6. Original Requested Construction Planned Finish



	iask	Task Name	Calendar Days Start	Finish	Half 2, 2020 Half 1, 2021
-	н	ISS - Original City Task Order WMB029	1559 days Fri 9/25/20	Preds Tue 12/31/24	12/31/24
	1,1	ISS - City Task Order Executed and NTP	0 days Fri 9/25/20	Fri 9/25/20	№ 5/25/20
Τ.	1.2	ISS - City Inflow Contaminants Measurements	366 days Sun 2/28/21 Mon 2/28/22	Mon 2/28/22 2	2/28/22
Н	13	ISS - City 30% Submittal	0 days Mon 6/13/22 Mon 6/13/22	Mon 6/13/22 3	3
= ===	1,4	City - ISS 30% Submittal Review Comments	0 days Mon 6/13/22 Mon 6/13/22	Mon 6/13/22 4	
	1.5	ISS - City Variable Blower Site Visit	0 days Thu 10/13/22 Thu 10/13/22	Thu 10/13/22 5	
H .	1.6	City - ISS 60% Submittal	0 days Tue 1/31/23	31/23 Tue 1/31/23 6	U U
-	1.7	City - ISS 60% Submittal Review Comments	0 days Mon 2/13/23 Mon 2/13/23	Mon 2/13/23 7	
	1.8	FDEP Letter re: TN and TP	0 days Tue 3/7/23	Tue 3/7/23	
-	1.9	Task Order Change Order	580 days Thu 6/1/23	Tue 12/31/24	
	19.1	Task Order Change Order Executed / NTP	0 days Thu 6/1/23	Thu 6/1/23	
	1.9.2	ISS - City Revised Scope 60% Submittal	30 days Thu 6/1/23	Fri 6/30/23 11	1
\vdash	193	City - ISS Revised Scope 60% Submittal Review Comments	10 days Sat 7/1/23	Mon 7/10/23 12	2
	1.9.4	ISS - City Revised Scope 90% Submittal	30 days Tue 7/11/23	Wed 8/9/23 13	m
- 14	1.9.5	City - ISS Revised Scope 90% Submittal Review Comments	10 days Thu 8/10/23	Sat 8/19/23 14	4
<u> i</u>	19.6	ISS Permitting	30 days Sun 8/20/23	Mon 9/18/23 15	
	1.9.7	ISS Revised Scope 100% Submittal	12 days Tue 9/19/23	Sat 9/30/23 16	
ed	1.9.8	City Issued For Bid	30 days Sun 10/1/23 Mon 10/30/23	Mon 10/30/23 17	

		Calendar Days Start Finish Preds	Half 2				Half 1, 2022	Half 2, 2022
22 2	Funding	1491 days Tue 12/1/20 Tue 12/31/24	«	12/1/20 T	Σ 4	2 0 v	Σ	Σ
23 2.1	SOIRL 21-138 Grant Fund	1491 days Tue 12/1/20 Tue 12/31/24		12/1/20				
24 2.1.1	.1 SOIRL 21-138 Executed	0 days Tue 4/6/21 Tue 4/6/21			4/6/21			
25 2.1.2	.2 SOIRL 21-138 Design and Permitting Original Planned Start	0 days Tue 12/1/20 Tue 12/1/20		12/1/20				
26 2,1,3	.3 SOIRL 21-138 Design and Permitting Original Planned Finish	0 days Sun 10/31/21 Sun 10/31/21	25			191	10/31/21	
27 2.1.4	4 SOIRL 21-138 Design and Permitting Requested Revised Planned Finish	0 days Sat 9/30/23 Sat 9/30/23	26					
28 2.1.5	.5 SOIRL 21-138 Construction Original Planned Start	0 days Wed 12/1/21 Wed 12/1/21				•	12/1/21	
29 2.1.6	.6 SOIRL 21-138 Construction Original Planned Finish	0 days Fri 6/30/23 Fri 6/30/23 2	78					
30 2.1.7	SOIRL 21-138 Construction Requested Revised Planned Finish	0 days Tue 12/31/24 Tue 12/31/24 29						
31 2.2	FDEP WG Grant	517 days Sun 1/1/23 Sat 6/1/24						
32 2.2.1	1 FDEP WG Funding Announced	0 days Thu 2/16/23 Thu 2/16/23						
2.2.2	2 FDEP WG Design Planned Start	0 days Sun 1/1/23 Sun 1/1/23			1 1			
2.2.3	3 FDEP WG Design Planned Finish	0 days Sun 1/1/23 Sun 1/1/23 33						
2.2.4	4 FDEP WG Construction Planned Start	0 days Mon 1/2/23 Mon 1/2/23						
36 2.2.5	5 FDEP WG Construction Planned Finish	0 days Sat 6/1/24 Sat 6/1/24 35						
37 2.3	SJRWMD Cost Share Grant	635 days Thu 4/6/23 Tue 12/31/24						
2.3.1	1 SJRWMD Cost Share Grant Announced	0 days Thu 4/6/23 Thu 4/6/23						
2.3.2	2 SJRWMD Cost Share Grant Executed (Planned)	0 days Thu 6/1/23 Thu 6/1/23						