



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.11.

2/22/2022

Subject:

Accept and permission for County Manager to execute Florida Department of Environmental Protection (FDEP) Grant Agreement associated with the South Beaches Wastewater Treatment Plant 2 MGD Conversion to Advanced Wastewater Treatment (AWT)

Fiscal Impact:

The FDEP grant was awarded for \$2.2 million for the above-mentioned project with 50/50 match agreement. The fiscal impact to this Department will be \$2.2M to match the grant requirements.

Dept/Office:

Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners accepts an FDEP grant for conversion of the 2 MGD plant at the South Beaches Wastewater Treatment Facility to AWT and delegate authority to the County Manager to execute contracts and reimbursement requests for the grant and authorize any associated Budget Change Requests (BCR).

Summary Explanation and Background:

The Utility Services Department applied for a "FDEP Water Protection Grants - Wastewater" grant on July 15, 2021. The requested grant amount was for \$2.2 million, with a 50/50 matching contribution from the County of \$2.2M. The Utility Services Department received notice of award on August 26, 2021 and has been working with the FDEP grant manager to finalize a Grant Work Plan document. The project has been anticipated for some time, the cost of which will be included in any needed BCR and in the Utility CIP budget for FY 2023. The Utility has sufficient funds for the project to fulfill the County obligation to qualify for the \$2.2M grant.

The awarded funds will be applied toward the conversion of the 2 MGD plant at the South Beaches Wastewater Treatment Facility to AWT. This upgrade will meet the requirements as stated in Florida Statute 403.086, which requires all wastewater discharge to the Indian River Lagoon to meet Advanced Wastewater standards by July 1, 2025.

The total \$4.4M grant, based on FDEP and Utility Services participation, will be used to fund the construction effort of this project. All engineering and permit effort will be funded by the Utility Services Department.

Clerk to the Board Instructions:

Please e-mail Clerk Memo to rose.lyons@brevardfl.gov <<mailto:rose.lyons@brevardfl.gov>> and mail original to Utility Services Department, Attention: Rose Lyons



February 23, 2022

MEMORANDUM

TO: Edward Fontanin, Utility Services Director Attn: Rose Lyons

RE: Item F.11., Accept and Permission for County Manager to Execute Florida Department of Environmental Protection (FDEP) Grant Agreement associated with the South Beaches Wastewater Treatment Plant 2 MGD Conversion to Advanced Wastewater Treatment (AWT)

The Board of County Commissioners, in regular session on February 22, 2022, accepted the FDEP grant for conversion of the 2 MGD Plant at the South Beaches Wastewater Treatment Facility to AWT; delegated authority to the County Manager to execute contracts and reimbursement requests for the grant; and authorized any associated Budget Change Requests.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Senna Scott
for: Kimberly Powell, Clerk to the Board

/ns

cc: County Manager
Finance
Budget

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **South Beaches 2.0 MGD WWTF Advanced Wastewater Treatment Conversion** Agreement Number: **WG008**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Brevard County Board of County Commissioners** Entity Type: **Local Government**

Grantee Address: **2725 Judge Fran Jamieson Way Viera FL 32940** FEID: **59-6000523** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **04/30/2024**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Brevard County** 

Project Description: **Convert the 2.0 MGD treatment train to a 4-Stage Bardenpho Biological Nutrient Removal (BNR) Process and replacement of the aeration system in the existing sludge holding tank system.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,200,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WWG, GAA LI 1615A, FY 21-22, WPSPTF	\$2,200,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$2,200,000.00
Total Amount of Funding + Grantee Match, if any:			\$4,400,000.00

6. Department's Grant Manager Name: **Kayla Brunson** or successor
Address: **3900 Commonwealth Blvd., MS 3570
Tallahassee, Florida 32399-3000**
Phone: _____
Email: **kayla.m.brunson@floridadep.gov**

Grantee's Grant Manager Name: **Courtney Duff** or successor
Address: **2725 Judge Fran Jamieson Way, A-213
Viera, FL 32940**
Phone: **321-350-8374**
Email: **Courtney.Duff@brevardfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

Attachment 1

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The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. **Grantee Obligations upon Notice of Termination.** After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. **Continuation of Prepaid Services.** If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. **Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.** If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

Attachment 1

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16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; 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.
 - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG008**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is South Beaches 2.0 MGD WWTF Advanced Wastewater Treatment Conversion. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$2,200,000.00 through cash or third party in-kind towards the work funded under this Agreement. The Grantee may claim allowable project expenditures made on 07/01/2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms. None.

Attachment 2

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ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: South Beaches 2.0 MGD WWTF Advanced Wastewater Treatment Conversion

PROJECT LOCATION: The Project is located at 2800 South A1A, Melbourne Beach, FL within Brevard County; Coordinates: 28.04156389, -80.54788889. A site location map, site plan and aerial view of the South Beaches Wastewater Treatment Facility (WWTF) are presented in Figures 1 – 3, respectively.

PROJECT BACKGROUND: Brevard County (Grantee) owns and operates the South Beaches WWTF which is classified as a Secondary Treatment plus Filtration Facility (Category I, Class A), utilizing two (2) parallel wastewater treatment plants to treat the incoming raw wastewater from the service area and is located within the Indian River Lagoon Basin Management Action Plan. The treatment facility consists of mechanical influent screening, grit removal, two (2) parallel treatment plants with chemical feed facilities, secondary clarification, tertiary filtration, high-level disinfection, dechlorination, a sludge holding tank and dewatering of biosolids.

The 2.0 MGD (millions of gallons per day) conventional activated sludge process treatment train was originally constructed in 1968 and consists of a five-pass treatment process (aerobic and anoxic zones) containing heterotrophic bacteria (suspended growth) and provides the detention time and oxygen transfer required for oxidation of the influent organic compounds, as well as partial nitrification and phosphorus uptake. The existing 2.0 MGD treatment train equipment is aging, obsolete, and has reached the end of its service life. Currently, the 2.0 MGD WWTF is off-line due to the failure of several treatment unit components/infrastructure.

PROJECT DESCRIPTION: The Grantee will convert the South Beaches 2.0 MGD WWTF treatment train to a 4-Stage Bardenpho Biological Nutrient Removal (BNR) Process and sludge holding tank system. The new biological treatment system will significantly reduce the nutrient concentrations in the effluent and will provide a more reliable, cost-effective and energy efficient biological treatment system. Implementation of the proposed facility improvements will result in reduction of nutrients (nitrogen and phosphorous) and improvement of water quality for the public, environment, and local species. It is anticipated that effluent total nitrogen and total phosphorus reductions will be approximately 42,800 lb/yr and 7,500 lb/yr, respectively at full-flow conditions in the 2.0 MGD WWTF. Any discharges will require the effluent to meet Advanced Waste Treatment standards.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Commitment to the Basin Management Action Plan (BMAP)

Deliverables: The Grantee will submit an official letter to the Department's Division of Environmental Assessment and Restoration indicating its commitment to completing this project and requesting this project be included in the Indian River Lagoon BMAP.

Documentation: The Grantee will submit a signed copy of this letter to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the copy of the letter to ensure it indicates the Grantee's commitment to completing this project and contains a request for this project to be included in the appropriate BMAP. Approval by the Department will be indicated by written acceptance by the Department's Grant Manager.

Financial Consequences: The Grantee may not proceed with any other tasks in this Agreement until written acceptance of the deliverable is provided by the Department's Grant Manager.

Additional Financial Consequences: The Department's Grant Manager must receive and accept the official letter prior to the processing of reimbursement requests for any other tasks.

Payment Request Schedule: There is no reimbursement specifically for this task.

Task 2: Design and Permitting

Deliverables: The Grantee will complete the design and permitting of the 4-Stage Bardenpho BNR and sludge holding tank improvements at the South Beaches WWTF and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package (Contract Drawings and Technical Specifications), publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one qualified and Florida-licensed WWTF contractor to complete construction of the South Beaches WWTF BNR and sludge holding tank improvements.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with a payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 4: Project Management

Deliverables: The Grantee will retain the services of the Engineer of Record for the South Beaches WWTF BNR and sludge holding tank improvements to perform project management services, which may include: advising and representing the Grantee; construction, field engineering, and construction inspection services; conducting progress meetings; review, check and approve shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results, and other data that the Contract is required to submit; issue all instructions of the Grantee to the Contractor and prepare routine field orders, work directives and change orders, as required; review the Contractor's monthly applications for payment and all supporting data and information; conduct punch-list, substantial and final inspections of the in-place work to determine if the work is completed substantially in

accordance with the Contract Documents; review the Contractor Record Drawings, surveys and other as-built data; prepare a statement of project completion certifying completion of the project work; coordinate all work with the Grantee, FDEP and other regulatory agencies; start-up, demonstration and compliance testing services; generation of a project performance certification; and providing certifications and reporting activities to the FDEP as required by the FDEP Grant.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Construction

Deliverables: The Grantee will construct the 4-Stage Bardenpho BNR and sludge holding tank improvements at the South Beaches WWTF in accordance with the construction contract documents.

Documentation: The Grantee will submit the following: (1) a copy of the final design; (2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and (3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with a payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Commitment to the BMAP	No-Cost Deliverable	\$0	\$0	07/01/2021	03/01/2022
2	Design and Permitting	Contractual Services	\$175,000	\$175,000	07/01/2021	09/01/2022
3	Bidding and Contractor Selection	Contractual Services	\$10,000	\$10,000	07/01/2021	11/01/2022
4	Project Management	Contractual Services	\$150,000	\$150,000	07/01/2021	10/31/2023
5	Construction	Contractual Services	\$1,865,000	\$1,865,000	07/01/2021	10/31/2023
Total:			\$2,200,000.00	\$2,200,000.00	\$4,400,000.00	

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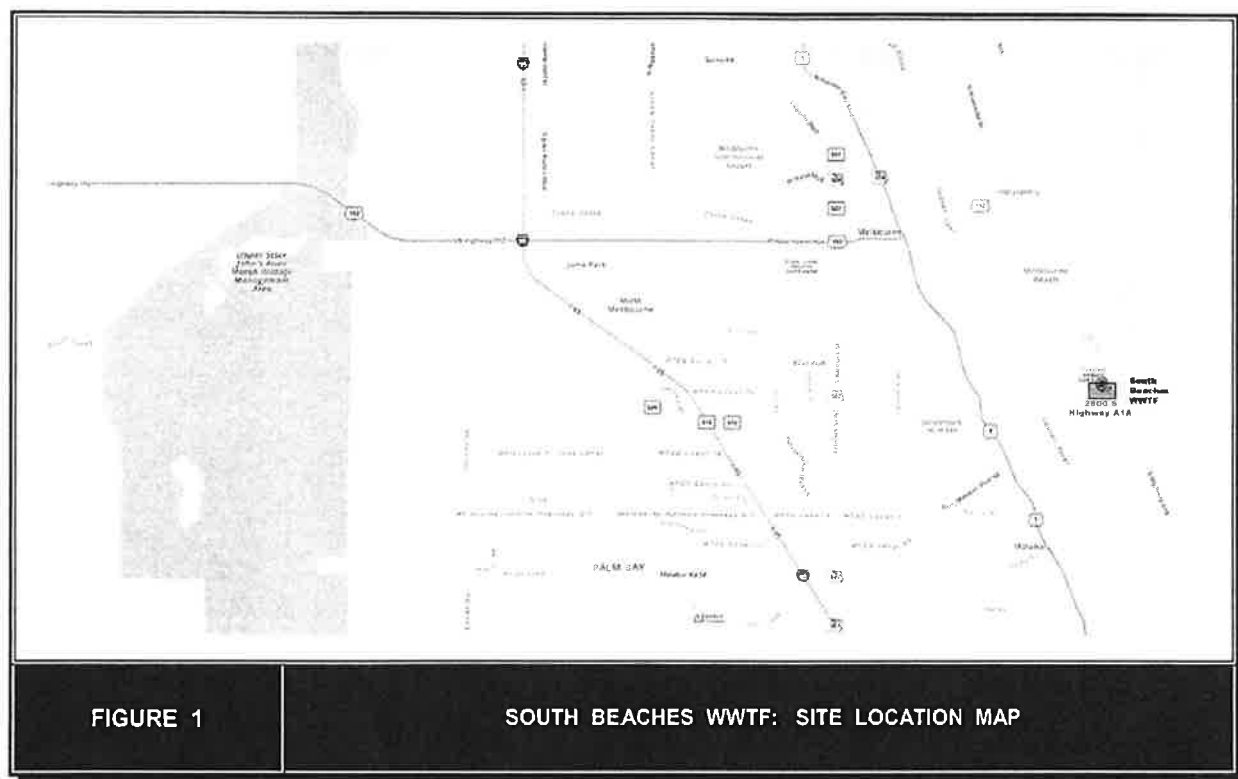
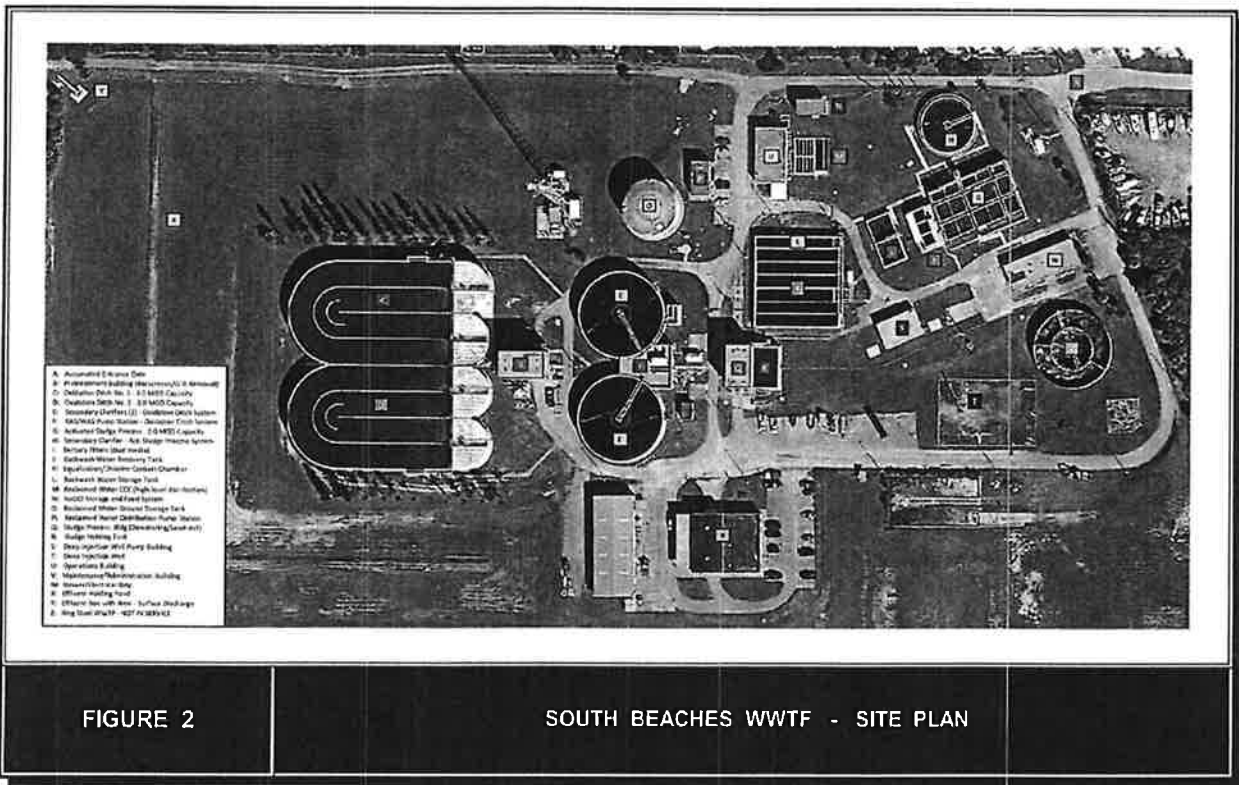
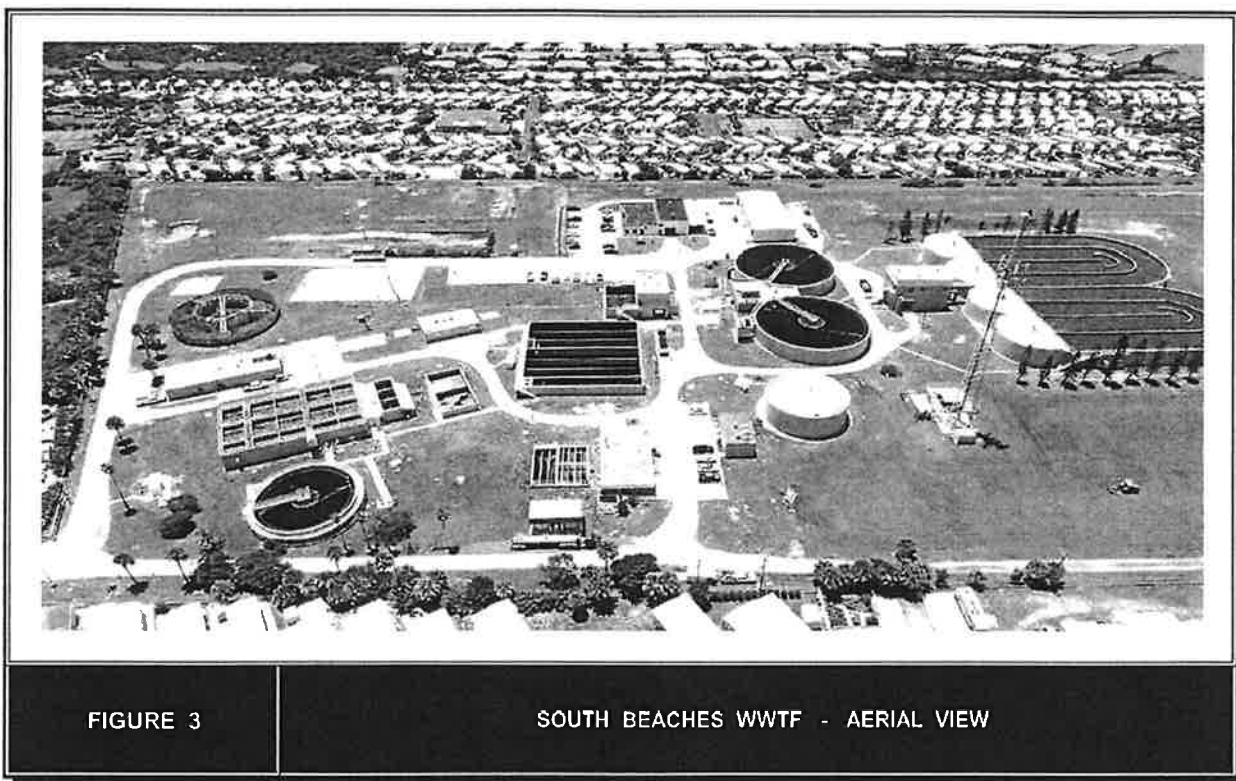


Figure 1





**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$2,200,000.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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 identity, or national origin. Such action shall include, but not be limited to the following:
 - a. 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 Recipient 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.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient 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.
- vi. The Recipient 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.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must 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 pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be 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.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient must be 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.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is

www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23. The Department of Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their compliance status.

SLFRF-SPECIFIC

1. Davis-Bacon Certification

For projects over \$10 million dollars, Recipients must certify that all laborers and mechanics employed by subcontractors in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed.

2. Project Labor Agreements

For projects over \$10 million dollars, Recipients may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the Recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- How the Recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
- How the Recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a labor agreement.

3. Other Reporting Requirements

For projects over \$10 million dollars, Recipients must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WG008
Project Title:	South Beaches 2.0 MGD WWTF Advanced Wastewater Treatment Conversion
Grantee Name:	Brevard County
Grantee's Grant Manager:	Courtney Duff
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Bidding and Contractor Selection

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Project Management

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



BOARD OF COUNTY COMMISSIONERS

2/22/2022
Utility Services Department
2725 Judge Fran Jamieson Way
Building A, Room 213
Viera, Florida 32940

Inter-Office Memo

Date: April 19, 2022

To: Kristine Zonka, Chair
Board of County Commissioners

Thru: Frank Abbate, County Manager *[Signature]*

Thru: John Denninghoff, Assistant County Manager *[Signature]*

From: Edward Fontanin, Utility Services Director *[Signature]*

Subject: South Beaches WWTF Biological Nutrient Removal (BNR) and Sludge Tank Improvements
Task Order No. 9 – CPH, Inc.
Signature Execution of Task Order

This engineering task order is for the South Beaches WWTF Biological Nutrient Removal (BNR) and Sludge Tank Improvements in the amount of \$362,850 to CPH, Inc. We are requesting your signature to execute the attached contract as a Board approved project. This project consists of converting the existing 2 MGD treatment plant train to an Advanced Wastewater Treatment (AWT) process and to convert the existing sludge holding tank aeration system.

This project is funded by an FDEP grant which Utility Services has committed 50% grant match. This project was not budgeted as part of the FY 22 budget. This project was budgeted through a Budget Change Request that was approved by the Board of County Commissioners at a Regular Board meeting on April 5, 2022. Adequate funding is available for this project.

If you have any questions, please contact Edward Fontanin at (321) 633-2091 or via e-mail.

Attachments:

- Board memo accepting the FDEP grant
- Brevard County approved BCR
- AO-29 Contract Review and Approval Form

EF/jct



Budget Change Request (Form BCC-114)
Brevard County Budget Office

Fund: 4153-Water Res Capital Improvement Program **Department:** Utility Services Department

Date: 3/23/2022

Program: COUNTY CAPITAL

Type of Request: Supplement

Revenue Change:

Expenditure Change:

Transfers - Other

\$2,071,000 CIP

\$2,071,000

Total: \$2,071,000

Total: \$2,071,000

Justification:

The Balance Forward for the Utility Services Countywide System Operating fund is transferring \$2,071,000 (companion BCR 50016717) to the Water Resources CIP fund. This increase will fund \$1,950,000 for the South Beaches Blower Improvements project FDEP grantmatch and \$121,000 for the Sykes Creek Plant Headworks project for engineering construction support services.

Alternative:

There will not be sufficient funding budgeted for these projects.

SAP Document Number:
50016718

Approval:

ESWANKE
EGFONTANIN
CLROLLYSON
JHAYES
JOENNINGHOFF

Approved
Approved
Approved
Approved
Approved

03/10/2022
03/10/2022
03/10/2022
03/14/2022
03/14/2022

APPROVED IN REGULAR SESSION
BOARD OF COUNTY COMMISSIONERS

THIS 5 DAY OF April 20 22

Rachel Sadoff, Clerk

BY: Deborah Thomas D.C.



Budget Change Request (Form BCC-114)
Brevard County Budget Office

Fund: 4150-Water Resources O&M

Department: Utility Services Department

Date: 3/23/2022

Program: COUNTY WATER AND WASTEWATER

Type of Request: Supplement

Revenue Change:

Expenditure Change:

Balance Forward Restricted

\$2,442,858

Reserves - Capital

\$371,858

Transfers - Other

(\$2,071,000)

Total:

\$371,858

Total:

\$371,858

Justification:

Balance Forward for the Utility Services Countywide System Operating fund was projected at \$36,893,763 during development of the FY 2021-2022 budget. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$39,336,621, which is an increase in Balance Forward of \$2,442,858. This increase was primarily the result of underestimating carry forward for projects that were under construction at the end of F Y 2020-2021. This budget request appropriates \$371,858 to reserves and a transfer (companion BCR 50015718) from this fund to the Water Resources CIP fund for \$2,071,000 which is for \$1,950,000 for the South Beaches Blower Improvements project FOEP grant match and \$121,000 for the Sykes Creek Plant Headworks project.

Alternative:

The budget will not accurately reflect the funds that are available. The blower improvements project will not begin without the matching funds for the FOEP grant budgeted and the Sykes headworks project can not be completed.

SAP Document Number:

50015717

Approval:

ESWANKE

Approved

03/10/2022

EGFONTANIN

Approved

03/10/2022

CLROLLYSON

Approved

03/10/2022

JJHAYES

Approved

03/14/2022

JDENNINGHOFF

Approved

03/14/2022

APPROVED IN REGULAR SESSION
BOARD OF COUNTY COMMISSIONERS

THIS 5 DAY OF April 2022

Rachel Sadoff, Clerk

BY: Deborah Thomas D.C.



February 23, 2022

MEMORANDUM

TO: Edward Fontanin, Utility Services Director Attn: Rose Lyons

RE: Item F.11., Accept and Permission for County Manager to Execute Florida Department of Environmental Protection (FDEP) Grant Agreement associated with the South Beaches Wastewater Treatment Plant 2 MGD Conversion to Advanced Wastewater Treatment (AWT)

The Board of County Commissioners, in regular session on February 22, 2022, accepted the FDEP grant for conversion of the 2 MGD Plant at the South Beaches Wastewater Treatment Facility to AWT; delegated authority to the County Manager to execute contracts and reimbursement requests for the grant; and authorized any associated Budget Change Requests.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Donna Scott
for: Kimberly Powell, Clerk to the Board

/ns

cc: County Manager
Finance
Budget

RECEIVED

FEB 24 2022

UTILITY SERVICES

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Department of Environmental Protection		2. Amount: \$2,200,000.00
3. Fund/Account #: TBD		4. Department Name: Utility Services
5. Contract Description: South Beaches 2.0 MGD WWTF Advanced Wastewater Treatment Conversion		
6. Contract Monitor: Courtney Duff		8. Contract Type: GRANT
7. Dept/Office Director: Edward Fontanin		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fontanin, Edward <small>Digitally signed by Fontanin, Edward Date: 2022.02.23 08:24:44 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2022.02.23 14:57:29 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2022.02.24 07:57:59 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2022.02.24 10:48:21 -05'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **South Beaches 2.0 MGD WWTF Advanced Wastewater Treatment Conversion** Agreement Number: **WG008**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **Brevard County Board of County Commissioners** Entity Type: **Local Government**
- Grantee Address: **2725 Judge Fran Jamieson Way Viera FL 32940** FEID: **59-6000523** (Grantee)
3. Agreement Begin Date: **Upon Execution** Date of Expiration: **04/30/2024**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Brevard County**
- Project Description: **Convert the 2.0 MGD treatment train to a 4-Stage Bardenpho Biological Nutrient Removal (BNR) Process and replacement of the aeration system in the existing sludge holding tank system.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,200,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WWG, GAA LI 1615A, FY 21-22, WPSPTF	\$2,200,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$2,200,000.00
Total Amount of Funding + Grantee Match, if any:			\$4,400,000.00

6. Department's Grant Manager Name: **Kayla Brunson** or successor Address: **3900 Commonwealth Blvd., MS 3570
Tallahassee, Florida 32399-3000** Phone: _____ Email: **kayla.m.brunson@floridadep.gov**
- Grantee's Grant Manager Name: **Courtney Duff** or successor Address: **2725 Judge Fran Jamieson Way, A-213
Viera, FL 32940** Phone: **321-350-8374** Email: **Courtney.Duff@brevardfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.flhhs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Brevard County Board of County Commissioners

GRANTEE

Grantee Name

By

Frank Abbate
(Authorized Signature)

3/1/22
Date Signed

Frank Abbate, County Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Angela Knecht

Digitally signed by Angela Knecht
Date: 2022.03.09 11:32:47 -05'00'

Secretary or Designee

Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Kayla Brunson Digitally signed by Kayla Brunson
Date: 2022.03.09 11:11:39 -05'00'

Kayla Brunson, DEP Grant Manager

Michael Barr Digitally signed by Michael Barr
Date: 2022.03.09 11:06:31
-05'00'

Michael Barr, DEP QC Reviewer

TASK ORDER No. 9

CPH, INC.

SOUTH BEACHES WWTF BIOLOGICAL NUTRIENT REMOVAL (BNR) AND SLUDGE HOLDING TANK IMPROVEMENTS

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, CPH, Inc., hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

SECTION A - BACKGROUND AND INTENT

The Consultant assisted the County in applying for and receiving an FDEP Wastewater Grant in the amount of \$2.2 million (50/50 match) for the following improvements at the South Beaches WWTF (SBWWTF):

- Conversion of the existing 2.0 MGD conventional activated sludge process treatment train to a 4-Stage Bardenpho BNR Process train producing an effluent that meets AWT standards.
- Replacement of the existing Sludge Holding Tank aeration system.

The Consultant shall provide the professional engineering services, detailed herein, for the design, permitting, bidding, pre-construction and FDEP grant submittal services associated with the Biological Nutrient Removal (BNR) and Sludge Holding Tank Improvements at the SBWWTF to include the following project tasks:

- Field Investigations
 - Development of a sampling and analysis program to properly characterize the raw wastewater from the collection and transmission system and waste streams in key facility locations for design of the BNR modifications.
 - 3D Surveying of the existing tankage and infrastructure (2.0 MGD WWTF, secondary clarifier, sludge holding tank, tertiary filtration structure, blower room, etc.) and areas of the treatment facility site to be impacted by the proposed improvements.

■ **Basis of Design and Workshops**

- Development of the following at the South Beaches WWTF:
 - A conceptual layout of the proposed BNR/Sludge Holding Tank improvements.
 - Preliminary design of the proposed BNR/Sludge Holding Tank improvements
 - Five workshops will be conducted throughout the project described herein.
 - Generation of a Preliminary Design Report (PDR) for the proposed improvements.
- Final engineering design of the proposed BNR and Sludge Holding Tank improvements at the South Beaches WWTF.
- Permitting of the proposed BNR and Sludge Holding Tank improvements at the South Beaches WWTF, FDEP Grant Work Plan Monthly Grant Submittals and Documentation.
- Bidding and Pre-Construction services associated with the proposed improvements.

The County and the Consultant have already discussed the project/task order requirements in scoping meetings conducted with Staff. The project elements, available documentation and resources, project time-line and Contract Document requirements were discussed.

SECTION B - PROJECT REPRESENTATIVES

Brevard County Utility Services		Consultant (CPH, Inc.)	
Lucas Siegfried (321) 633-2089 Lucas.Siegfried@brevardfl.gov		Benjamin M. Fries (407) 620-4398 bfries1@brighthouse.com bfries@cphcorp.com	
		Subconsultants (to CPH, Inc.)	
		Balley Engineering Consultants Steve Bailey, P.E. sbailey@balleyengineering.com	

SECTION C - SCOPE OF WORK

The Consultant will provide professional engineering services for the design, permitting, bidding, and pre-construction services associated with the conversion of the existing 2.0 MGD WWTF to a 4-Stage Bardenpho Process (BNR) capable of producing an AWT effluent and replacement of the aeration and mixing system in the existing Sludge Holding Tank.

The South Beaches Biological Nutrient Removal (BNR) and Sludge Holding Tank improvements project will be subdivided into various tasks to be completed by the Consultant, as identified below.

A. Task No. 1 - Development of a Sampling and Analysis Program

1. Development of a sampling and analysis program to properly characterize the raw wastewater from the collection and transmission system and waste streams in key facility locations (recycle, filtrate, washwater and decant streams) throughout the South Beaches WWTF for design of the advanced wastewater treatment/nutrient reduction modifications.
2. The County shall collect all samples and pay all laboratory costs for the sampling program through their preferred contract laboratory and provide the results to the Consultant.
3. **Task Deliverable:** Abbreviated Technical Memorandum (TM) discussing the results of the laboratory analyses, per waste stream, and the basis of design (wastewater characteristics) for the new 4-Stage BNR system to be implemented.

B. Task 2 - Conduct a 3D Topographic Survey of the Facility Tankage and Infrastructure

1. The Consultant shall perform 3D laser surveying of the following infrastructure:
 - a. Existing tankage and infrastructure (2.0 MGD WWTF, associated secondary clarifier, sludge holding tank, tertiary filtration structure, etc.) to verify wall height, finish floor, piping and other infrastructure elevations for proper design of the proposed improvements.
 - b. Topographic elevations around the 2.0 MGD WWTF and Sludge Holding Tank to ensure proper design of the open-air enclosures and concrete slabs for the equipment and infrastructure and ensure that they are installed above the current 100-year flood elevation.
 - c. Blower room in the Blower/Electrical building to verify dimensions, elevations and infrastructure for demolition and repurposing of the room as part of the proposed improvements.
2. The Topographic Survey shall be performed in accordance with Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida and shall establish grade contours on one (1) foot intervals.
3. The survey shall be based on Brevard County vertical control referenced to NAVD88 and control points set (horizontal and vertical).
4. **Task Deliverable:** The licensed surveyor (CPH, Inc.) shall generate a signed and sealed topographic survey and provide an electronic copy (PDF) and AutoCAD file to the County.

C. Task No. 3 - Basis of Design

1. Task 3A - Conceptual Layout of the Proposed Improvements

- a. The Consultant shall conduct a review of existing regulatory conditions and standards related to BNR and AWT conditions, reclaimed water, surface water discharge and Class I Reliability requirements at the SBWWTF and monitoring and reporting regulated by the State of Florida and US EPA, including, but not limited to, the following:

Regulatory Rules	Title
62-4, F.A.C.	Permits
62-600, F.A.C.	Domestic Wastewater Facilities
62-610, F.A.C.	Reuse of Reclaimed Water and Land Application
62-620, F.A.C.	Wastewater Facility Permitting
62-640, F.A.C.	Biosolids (FDEP)
62-699, F.A.C.	Treatment Plant Classification and Staffing
40 CFR Part 503	Biosolids (EPA)
	Ten State Standards for Wastewater Facilities
	EPA Class I Reliability Criteria

- b. The Consultant shall review the existing facility infrastructure, appurtenances, and ancillaries associated with the existing 2.0 MGD WWTF, Sludge Holding Tank and associated infrastructure.
- c. **Task Deliverable:** An electronic version (PDF) of the conceptual layout of the proposed BNR and Sludge Holding Tank System improvements for review and comment by County Staff.
- 1) All County comments will be addressed and incorporated into the preliminary engineering design of the proposed improvements.

2. Task 3B - Preliminary Engineering Design of the Proposed Improvements

The Consultant shall provide preliminary engineering design services for the proposed BNR and Sludge Holding Tank improvements at the South Beaches WWTF consisting of the following infrastructure:

a. 2.0 MGD BNR Treatment System Improvements

- 1) Generation of a Demolition Plan for the 2.0 MGD WWTF treatment train equipment/infrastructure and the blower room in the Blower/Electrical Building.

- 2) Retrofit work within the 2.0 MGD WWTF treatment train and repurposing plan for the blower room in the Blower/Electrical Building.
 - 3) Conversion of the 2.0 MGD WWTF into a 4-Stage Bardenpho BNR treatment train consisting of alternating anoxic and aerobic zones.
 - 4) Jet aeration system for mixing and aeration of the 4-Stage BNR system.
 - 5) Internal Mixed Liquor Recycle (IMLR) pumping system.
 - 6) Open-air equipment enclosure(s) and concrete slab(s) to house the proposed BNR equipment.
 - 7) Coating systems, concrete repair, and process/control valving improvements.
 - 8) Electrical, controls and instrumentation and SCADA improvements.
 - 9) Site and yard piping, sidewalk and roadway modifications, sodding, signage, and miscellaneous appurtenances and ancillaries.
- b. Sludge Holding Tank System Improvements
- 1) Demolition Plan for the Sludge Holding Tank equipment/infrastructure.
 - 2) Installation of a new jet aeration/mixing system in the existing Sludge Holding Tank (jet motive pumps, VFD-controlled blowers, liquid, air headers, etc.).
 - 3) Stainless steel air piping, valving, and modulating air control valve systems.
 - 4) Open-air equipment enclosure and concrete slab for the proposed jet motive pumps and blower equipment.
 - 5) Coating systems, concrete repair, and process/control valving improvements.
 - 6) Electrical, controls and instrumentation and SCADA improvements.
 - 7) Site and yard piping, sidewalk and roadway modifications, sodding, signage, and miscellaneous appurtenances and ancillaries.
- c. Process piping system modifications.
- d. Prepare preliminary design calculations for the proposed BNR and Sludge Holding Tank improvements at the South Beaches WWTF.
- e. Conduct hydraulic modeling of the proposed improvements to ensure that the wastewater systems will function under hydraulic grade line (HGL) as the sidewater depth of the modified 2.0 MGD WWTF will be increased in the new BNR system. Set preliminary elevations for all proposed facility infrastructure.
- f. Development of an Implementation Schedule and Opinion of Probable Construction Cost (OPCC) for the proposed infrastructure improvements.

- g. Task Deliverable: An electronic version (PDF) of the preliminary engineering design drawings (30%) for the proposed facility improvements for review and comment by County Staff.

- 1) All County comments will be addressed and incorporated into the final design of the proposed improvements at the South Beaches WWTF.

3. Task 3C - Preliminary Design Report (PDR) - South Beaches WWTF Improvements

- a. The Consultant shall generate a Preliminary Design Report (PDR) supporting the proposed improvements at the South Beaches WWTF in accordance with the requirements of Department Rules 62-600, 62-610, 62-620 and 62-640, F.A.C.

- b. Preliminary Design Report Deliverable: One (1) electronic version (PDF) of the "draft" Preliminary Design Report (PDR) for the proposed facility improvements for the County's review and comment.

- 1) All County comments will be addressed and incorporated into the final PDR document that will be used for FDEP permitting of the proposed facility improvements.

- 2) Provide the County with a electronic (PDF) version of the finalized PDR to be used for FDEP permitting of the proposed improvements.

D. Task No. 4 - Final Engineering Design of the Proposed SBWWTF Improvements

- 1. The Consultant shall provide final engineering design services for the proposed BNR and Sludge Holding Tank improvements at the South Beaches WWTF consisting of the following subtasks and design elements identified below.

2. Task 4A - Final Engineering Design (to 75% Completion)

- a. Prepare a final site layout of the proposed infrastructure improvements at the South Beaches WWTF in accordance with all FDEP and EPA regulations.
- b. Prepare final design calculations for the proposed improvements at the South Beaches WWTF and set final grades for all required facility structures.
- c. Meet with County Staff and finalize the basis of design for the proposed facility improvements based on operational experience, energy-efficiency, manpower requirements and continuity of treatment systems.
- d. Final design of the proposed improvements at the South Beaches WWTF (civil, environmental, structural, mechanical, and electrical engineering, instrumentation, controls, SCADA system improvements, sidewalks, roadway modifications, etc.).

- e. Task Deliverables
 - 1) 75% complete Contract Drawings (Civil 3D/REVIT format) and Technical Specifications for the proposed improvements at the South Beaches WWTF for FDEP permitting, bidding, and construction.
 - 2) 3D/Revit rendering of the proposed improvements
 - 3) Opinion of Probable Construction Cost (OPCC), based on the 75% complete contract documents for the proposed improvements at the South Beaches WWTF based on the Final Engineering Design.
- 3. Task 4B - Final Engineering Design (to 90% Completion - Civil, Environmental, Structural and Mechanical Engineering Design)
 - a. Completion of the final design of the proposed improvements, to 90% completion, with respect to the civil, environmental, structural and mechanical engineering design.
 - b. Task Deliverables
 - 1) 90% complete Contract Drawings (civil, environmental, structural and mechanical) and Technical Specifications for the proposed improvements at the South Beaches WWTF for FDEP permitting, bidding, and construction. Identification of changes made from the 75% complete set of contract documents to the 90% complete for the County's review.
- 4. Task 4C - Final Engineering Design (to 90% Completion - Electrical, Controls, Instrumentation and SCADA Design)
 - a. Completion of the final design of the proposed improvements, to 90% completion, with respect to the electrical, controls, instrumentation and SCADA system design.
 - b. Task Deliverables
 - 1) 90% complete Contract Drawings (electrical, controls, instrumentation and SCADA system) and Technical Specifications for the proposed improvements at the South Beaches WWTF for FDEP permitting, bidding, and construction. Identification of changes made from the 75% complete set of contract documents to the 90% complete for the County's review.
- 5. Task 4D - Final Engineering Design (to 100% Completion)
 - a. Completion of the final design of the proposed improvements at the South Beaches WWTF.

b. Task Deliverables

- 1) 100% complete Contract Drawings and Technical Specifications (PDF) for the proposed improvements at the South Beaches WWTF for FDEP permitting, bidding, and construction. Identification of changes made from the 90% complete set of contract documents to the 100% complete for the County's review.
- 2) All County comments will be addressed and incorporated into the final (100%) contract documents for the proposed improvements at the South Beaches WWTF.

E. Task No. 5 - Potential Owner Direct Purchase (ODP) of Major Project Equipment

1. As the County is a tax-exempt entity, and desires to save the cost of taxes on large equipment purchases, and try to shorten the overall project timeline (due to industry supply chain and fabrication issues), the County may decide to Owner Direct Purchase (ODP) all or some of the following major project related equipment/infrastructure as part of the South Beaches WWTF BNR and Sludge Holding Tank improvements project:

Recirculation (jet motive) pumps	IMLR wall pumping system
PD blowers and modulating air control valves	Open-air building enclosures
Liquid and air headers with integral nozzles	Instrumentation
Coarse bubble aeration system	Process piping and valving

2. The receipt, inspection, storage, installation, demonstration testing and optimization of the ODP equipment shall be the responsibility of the Contractor and included in their cost for constructing the project.
3. Task Deliverable: The Consultant shall work with County Staff to determine which equipment/infrastructure will be Owner Direct Purchased as part of the project. An abbreviated Technical Memorandum (TM) will be generated identifying the equipment/infrastructure that will be Owner Direct Purchased and provide an estimate of the tax savings that could be realized (based on equipment/infrastructure cost at time of the analysis).

F. Task No. 6 - Project Workshops

- a. Five (5) project engineering workshops will be conducted with County Staff as follows:

Workshop No.	Description
1	Project Kick-off Meeting
2	Preliminary Engineering Design (30%) Review Meeting
3	Final Engineering Design (75%) Review Meeting
4	Final Engineering Design (90%) Review Meeting - Civil, Environmental, Structural, and Mechanical
5	Final Engineering Design (90%) Review Meeting - Electrical, Controls, Instrumentation, and SCADA

G. Task No. 7 - FDEP Permitting of the Proposed SBWWTF Improvements

1. FDEP Permitting of the Proposed Facility Improvements

- a. Conduct a pre-application permitting meeting with FDEP to go through the technical design of the proposed improvements at the South Beaches WWTF; thereby *stream-lining* the permitting process. The Consultant shall generate all documentation required for permitting of the proposed facility improvements, to include, at a minimum, the following:
 - 1) FDEP Wastewater Permit Application Form 1: General Information: Preparation of FDEP Permit Application Form 1, for the proposed BNR and Sludge Holding Tank improvements at the South Beaches WWTF and all accompanying documentation for the County's review, comment, and signature.
 - 2) FDEP Wastewater Permit Application Form 2A: Domestic WWTF's: Preparation of FDEP Permit Application Form 2A, for the proposed BNR and Sludge Holding Tank improvements at the South Beaches WWTF and all accompanying documentation for the County's review, comment, and signature.
 - 3) Supporting FDEP Documents: Preparation of a revised facility site plan for the proposed improvements at the South Beaches WWTF, process flow diagram, process description, and other supporting documentation in accordance with the permit requirements and Chapters 62-620 and 62-640, F.A.C.

b. FDEP Permitting Task Deliverables

- 1) One (1) electronic (PDF) version of the FDEP Permit Application Package (PAP) for the County's review and comment.
 - a) All County comments will be addressed and incorporated into the final Permit Application Package (PAP) document.

- 2) One (1) electronic (PDF) version of signed and sealed Contract Drawings and Technical Specifications for the proposed improvements to be implemented at the South Beaches WWTF for FDEP permitting.
- 3) The Consultant shall submit the finalized PAP to the FDEP on behalf of the County.

H. Task No. 8 - FDEP Grant Work Plan, Monthly Grant Submittals and Documentation

1. FDEP Grant Work Plan, Monthly Grant Submittals and Documentation

- a. The Consultant shall prepare, for the County's review and submittal, the FDEP Grant Work Plan (to obtain the grant funds from FDEP).
- b. The Consultant shall prepare, for the County's review and submittal to the FDEP Grant Manager, all required monthly FDEP Grant submittals for design reimbursement (one submittal per month for the 10 month design phase) and associated backup documentation, to include:
 - 1) Signed acceptance of the work completed to date as required in the County's monthly certification for payment request.
 - 2) A summary of design activities to date, indicating the percentage of design completion for the period covered in the payment request.
- c. **FDEP Grant Deliverables**
 - 1) Upon completion of the design for the proposed improvements at the South Beaches WWTF, the Consultant shall prepare a final design documentation package, in an electronic (PDF), for the County's review and comment.
 - a) All County comments will be addressed and incorporated into the final documentation package.
 - 2) The Consultant submit the final design documentation package, with the grant funding and a list of all required permits identifying issue dates and issuing authorities, to the FDEP Grant Manager per the FDEP Grant requirements.

I. Task No. 9 - Bidding and Pre-Construction Services

1. The Consultant shall provide bidding and pre-construction services for the BNR and Sludge Holding Tank improvements at the South Beaches WWTF, including, but not limited to, the following:
 - a. Provide bidding services for the Project, including issuance of Contract Documents (Contract Drawings and Technical Specifications), in an electronic (PDF) format, to the County for uploading to their preferred Purchasing Site, and answering of all

pertinent questions by potential bidders/suppliers and issuance of addenda prior to bidding of the Project.

- b. The Consultant will prepare a Qualifications Package for all potential bidders to pre-qualify bidders and ensure that only competent and experienced bidders, who have constructed at a minimum, five (5) similar type BNR treatment system and aeration projects are allowed to bid and construct this critical infrastructure project for the County.
- c. The Consultant will coordinate with County Staff for preparation and issuance of addendums to all potential Bidders and suppliers during the bidding period.
- d. The Consultant will prepare a bid tabulation, evaluate all bids regarding the qualifications and the responsiveness of the Bidders, and make a recommendation to the County for award of the Contract.
- e. The Consultant will assist the County in awarding the Contract, issuing the Notice of Award, Notice to Proceed and the Notice of Commencement to the selected Contractor (lowest, responsive, responsible bidder).

SECTION D - COORDINATION

The Consultant will coordinate the design of the proposed BNR and Sludge Holding Tank improvements at the SBWWTF with the County Staff members listed below as appropriate.

Function	Name	E-Mail	Phone
Assistant Director	Matt Prendergast	Matthew.Prendergast@brevardfl.gov	(321) 633-2091
Safety	Courtney Duff	Courtney.Duff@brevardfl.gov	(321) 633-2093
Operations Manager	Brian Sorensen	Brian.Sorensen@brevardfl.gov	(321) 633-2093
Area Operations	Jay Wolf	Jason.Wolf@brevardfl.gov	(321) 210-0611
SCADA	Steve Allen	Steve.Allen@brevardfl.gov	(321) 255-4331
Electrical	Mike Havet	Michael.Havet@brevardfl.gov	(321) 722-6925
Engineering	Lucas Siegfried	Lucas.Siegfried@brevardfl.gov	(321) 633-2089
Construction	Owen Callard	Owen.Callard@brevardfl.gov	(321) 633-2089

SECTION E - COUNTY'S RESPONSIBILITY

The following items and information shall be provided by the County to the Consultant to assist in the completion of the Consultant's tasks (data provided with the Project NTP):

- Reasonable access to the South Beaches WWTF site.
- Reasonable access to operations, maintenance, and engineering staff.

- Digital copies of all available treatment facility as-built/record drawings for all infrastructure projects completed or in-progress at the South Beaches WWTF.
- Provide the original design criteria for the 2.0 MGD WWTF and associated secondary clarifier, Sludge Holding tank and all associated infrastructure, the facility blowers, and any other associated infrastructure/equipment at the South Beaches WWTF (PDF).
- Flow and effluent water quality data (DMR's) and Facility Operation and Maintenance Manuals.
- Provide available valve, equipment, and asset tag database for all facility infrastructure.
- Provide timely review and comment on all deliverables.

The Consultant's FTP site, used by the County on previous projects, shall be used for uploading and downloading of these and other project documents.

SECTION F - PROJECT SCHEDULE

Task No.	Project Element	Calendar Days to Complete	Sum of Days from NTP
1	Development of Sampling and Analysis Program, analysis of data and generation of a Technical Memorandum outlining the basis of design for the new 4-Stage BNR system to be implemented	4	4
2	3D Surveying of the Existing Tankage and Infrastructure and delivery of a signed and sealed topographic survey	20	24
3	Basis of Design		
	3A - Conceptual Layout of the Proposed Improvements	21	45
	3B - Preliminary Engineering Design of the Proposed Improvements	49	94
	3C - Preliminary Design Report for the Proposed Improvements	7	101
4	Final Engineering Design of the Proposed Improvements		
	4A - 75% Design	56	157
	4B - 90% Design (Mechanical, Structural, Civil, Environmental)	20	177
	4C - 90% Design (Electrical, Controls, Instrumentation and SCADA)	20	197
	4D - 100% Design	20	217
5	Owner Direct Purchase (ODP) of Major Equipment Evaluation	1	218
6	Workshops (5)	5	223
7	FDEP Permitting of the Proposed Facility Improvements	7	230
8	FDEP Work Grant Plan, Monthly Grant Submittals and Documentation	10	240
9	Bidding and Pre-Construction Services	30	270

NOTE: All County supplied information (Section E) to be provided with the Project NTP.

SECTION G - BASIS OF COMPENSATION

The Consultant agrees to perform the professional engineering work outlined herein for a fixed fee of \$362,850, inclusive of out-of-pocket expenses.

The County shall make payment to the Consultant, monthly, based on the percentage of the project work completed and in accordance with the following:

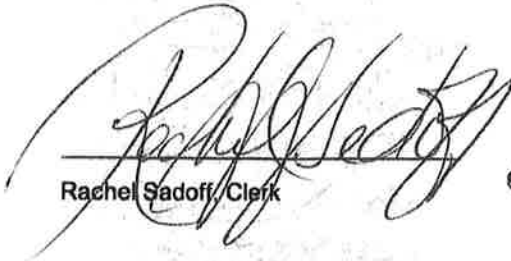
Task No.	Project Element	Task Cost
1	Development of Sampling and Analysis Program , analysis of data and generation of a Technical Memorandum outlining the basis of design (wastewater characteristics) for the new 4-Stage BNR system to be implemented	\$2,000
2	3D Surveying of the Existing Tankage and Infrastructure and delivery of a signed and sealed topographic survey	\$15,000
3	Basis of Design	
	3A - Conceptual Layout of the Proposed Improvements	\$25,450
	3B - Preliminary Engineering Design of the Proposed Improvements	\$127,960
	3C - Preliminary Design Report (PDR) for the Proposed Improvements	\$21,250
4	Final Engineering Design of the Proposed Improvements	
	4A - 75% Design	\$79,440
	4B - 90% Design (Mechanical, Structural, Civil, Environmental)	\$21,650
	4C - 90% Design (Electrical, Controls, Instrumentation and SCADA)	\$15,750
	4D - 100% Design	\$12,350
5	Owner Direct Purchase (ODP) of Major Equipment Evaluation	\$1,000
6	Workshops (5)	\$12,500
7	FDEP Permitting of the Proposed Facility Improvements	\$5,000
8	FDEP Work Grant Plan, Monthly Grant Submittals and Documentation	\$13,500
9	Bidding and Pre-Construction Services	\$10,000
Professional Engineering Services Total Fee:		\$362,850

SECTION H - ACCEPTANCE

IN WITNESS WHEREOF, this ____ day of _____, 2022.

ATTEST:

For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Rachel Sadoff, Clerk

By: 

Kristine Zonka, Chair

As approved by the Board on 4-5-22

WITNESS:

For: CPH, Inc.



Patricia Hunt
Executive Assistant, HR Director



By: _____

Benjamin M. Fries
Vice-President/Associate