

MEMORANDUM

DATE: August 30, 2023

TO: ***ORIGINAL***
City Clerk's Officer

FROM: Robyn Holder, CPPB *RLH*
Procurement Management Department

SUBJECT: Recorded Retention

CONTRACT: #20170132 Amendment #7
CONTRACT TITLE: Design Services for the Expansion of Westport WWTP
(Assignment & Assumption Agreement) – Name Change

VENDOR NAME: CHA Consulting, Inc. fka Reiss Engineering, Inc.
VENDOR ADDRESS: 3 Winners Circle
CITY & STATE: Albany, NY 12205

DATE APPROVED BY COUNCIL: February 26, 2018

7b)- Design Services for the Design Services of the Westport Wastewater Treatment Plant Expansion #20170132.

CONTRACT TERM: 07/1/2019 through 09/30/2024

DATE APPROVED BY COUNCIL: August 21, 2023

6h)- Amendment #7 - \$1,354,995.75 & 1,033 calendar days for the Design Services for the Design Services of the Westport Wastewater Treatment Plant Expansion #20170132. New Contract amount of \$6,565,119.97 and a new end date of 6/13/2026.

RLH



CONTRACT AMENDMENT #7

This Amendment # 7 to the Design Services for the Westport Wastewater Treatment Plant Expansion Contract #20170132 ("Amendment #7), by and between the Contractor and the City, as defined below, shall be effective as of the date this Amendment #7 is fully executed.

Contractor's Full Legal Name:	CHA Consulting, Inc. as successor in interest to Reiss Engineering, Inc.
Solicitation No./Event ID:	20170132
Solicitation Title/Event Name:	Design Services for the Westport Wastewater Treatment Plant Expansion
Contract Award Date:	2/26/2018
Initial Current Contract Term:	3/13/2018 – 3/13/2023
Current Contract Expiration Date:	4/14/2025
Requested Contract Expiration Date:	6/13/2026
Initial Contract Amount:	\$3,877,175.00
Current Contract Amended Amount:	\$5,210,124.22
Requested Financial Change Amount:	\$1,354,995.75
New Contract Amount:	\$6,565,119.97
Amendment No.:	7
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including the previous six (6) amendments, is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

A. BACKGROUND

During the final design phase of the Nutrient Reduction Improvements, the City of Port St. Lucie (City) elected to increase the scope of work to include advanced wastewater treatment (AWT) improvements for a new denitrification filter process, and new reject water storage facilities for out-of-specification effluent.

To meet AWT criteria, the annual average effluent treatment standards for total nitrogen of 3 mg/L and total phosphorus of 1 mg/L, the City must provide process improvements needed at the facility.

CHA Consulting, Inc. ("CHA" or "Engineer") completed a Nutrient Reduction Study in August 2021 that evaluated various process improvements/additions to meet AWT requirements. The study concluded that denitrification filters could allow the City to meet AWT effluent limits for nitrogen.

The City has requested CHA proceed with preliminary engineering, permitting, final design, bidding, and construction services for the proposed denitrification filter process and reject water storage facilities for out-of-specification effluent (Part 2C and Part 2D).

The Scope of Services described herein have been developed based on the following:

1. Preliminary engineering, permitting, final design, bidding, and construction services for the AWT improvements and reject water storage facilities (Part 2C and Part 2D). The AWT improvements will be based on recommended improvements to meet AWT BMAP effluent limits.

B. SCOPE OF SERVICES

Engineer will assist the City in the implementation of the additional improvements to the Westport WWTF Nutrient Reduction Improvements project and the City's request to maintain three (3) of the four (4) DynaSand filters. This Amendment #7 authorizes the Engineer to perform preliminary engineering, permitting, final design, bidding, and construction phase services for making the improvements to the plant to meet the treatment needs of the Westport service area. This scope is based on an anticipated treatment need to meet the following capacities, as provided by the City:

- a. 5.36 MGD Annual Average Day Flow
- b. 6.00 MGD Maximum Month Average Day Capacity
- c. 7.93 MGD Peak Day Capacity

PART 2 – FACILITY IMPROVEMENTS

The facility improvements will include design and construction of a new denitrification filter process and new reject water storage facilities for out-of-specification effluent (reject water) (Part 2C and Part 2D) which will be a separate bid packages from Part 2A.

The additional elements of the project include the following:

Part 2C Advanced Wastewater Treatment Improvements and Reject Water Storage Facilities

- Demolition of package treatment plant.
- New denitrification filter process with external carbon storage and feed system.
- Modifications to existing DynaSand Filter No.1 structure for a new wet well pump station and mud well storage tank for the Denitrification filter process.
- New pump station for DynaSand repumping to denitrification system

- Additional piping for existing in-plant reuse system.
- Electrical system modifications.
- Instrumentation and control system modifications.

Part 2D Reject Water Storage Facilities

- Two (2) new 4 MG prestressed concrete reject water storage tanks for out-of-specification effluent (reject water) and all associated appurtenances and piping.
- New reject water transfer pump station and associated piping with the ability to return flow back to the denitrification filter process and/or the existing headworks.
- Reclaimed water control valve.
- Electrical system modifications.
- Instrumentation and control system modifications.

TASK 1. PROJECT ADMINISTRATION (PART 2)

Engineer will attend up to an additional fourteen (14) progress meetings and perform general project administration for an additional fourteen (14) months.

Remaining administration fees for Part 2B are deducted.

TASKS 2 THROUGH 7 (Part 1)

No changes are proposed for Tasks 2 through 7.

TASK 8A (Part 2)

No changes are proposed for Task 8A.

TASK 8B. PRELIMINARY ENGINEERING SERVICES (PART 2) EQUALIZATION TANK SYSTEM (PART 2B)

This partially complete task is being removed from the scope.

TASK 8C. PROVIDE ADDITIONAL PRELIMINARY ENGINEERING SERVICES (PART 2) ADVANCED WASTEWATER TREATMENT IMPROVEMENTS (PART 2C)

Engineer will perform preliminary engineering services for a new denitrification filter process as part of the Westport WWTF Nutrient Reduction Improvements Part 2C. The Engineer will:

- Coordinate and attend a field visit to an operating denitrification facility.
- Develop a Basis of Design (BOD) technical presentation for a new denitrification filter process. The BOD document will use the City-provided 5.36 MGD (ADF) flow and system reliability requirements that will be used to size system unit components. Engineer shall provide a draft and final Basis of Design presentation to the City with a workshop/review meeting with City staff after the draft document is submitted to the City.
- Use the Basis of Design technical presentation for the denitrification filter system to revise the Preliminary Design Report being prepared under Task 8A as part of a separate submittal.
- Engineer shall coordinate the activities of surveyor to provide a topographical survey of the project area. More specific services for this task are included in the Professional Surveying and Mapping Services table below.

Professional Surveying and Mapping Services Scope of Services
Provide a Topographic Survey in accordance with 5J-17 F.A.C. > Establish the location of all boundary and right of way lines within the project area. > Sufficient spot elevations will be collected to create one-foot contours. Improvements within the project area that may affect design will be located, including but not limited to, structures, buildings, trees, pavement, and fences. All utilities above and below ground identified, as field located by the utility companies' representatives and during SUE excavations, will be identified as to type and size and will be located horizontally.
The horizontal values for this project will be referenced to the Florida State Plane Coordinate System (South Zone), North American Datum of 1983 (latest adjustment). Vertical values will be referenced to the North American Vertical Datum of 1988. A minimum of two (2) site benchmarks will be established in the survey area.
REPORTING
Engineer shall prepare a survey drawing in AutoCAD format showing data obtained. Drawing shall include spot elevations at the X, Y, and Z coordinates. Engineer shall provide a drawing showing 1-foot contours. Engineer will provide four (4) sets of drawings signed and sealed by a licensed Professional Survey and Mapper in the State of Florida to the City.

- Coordinate the activities of the geotechnical engineer to provide field geotechnical work and a geotechnical report with foundation and dewatering recommendations. More specific services for this task are included in the Geotechnical Engineering Services table below.

Geotechnical Engineering Services Scope of Services
Drill and sample a total of two (2) soil borings at a depth of approximately twenty (20) feet for the denitrification filters.
Underground utility clearance will be required prior to commencing the drilling of the borings. Therefore, the Geotechnical Engineer will contact "Sunshine One-Call" Service to obtain underground public utility clearance. The underground utility clearance outside of the public domain shall be the responsibility of the City and coordinated with the Geotechnical Engineer. The fee is based on the site being open and accessible for a truck-mounted drill rig to gain access to the project site to complete the requested testing. Open and accessible means that a normal size truck can safely drive into the site and perform the required borings. Heavily wooded areas or site with steep inclines or declines will need to be cleared/alterd by the City in order for the geotechnical consultant to perform borings in a safe manner.

- Coordinate the activities of the SUE field investigations to provide existing utility information for the project area. Eight (8) excavations are included. More specific services for this task are included in the Subsurface Utility Excavation Services table below.

Subsurface Utility Excavation (SUE) Services Scope of Services
Engineer will perform up to eight (8) subsurface utility excavations (SUEs) to support location of existing underground utilities on site.
REPORTING
Engineer shall prepare field location mapping notes for inclusion of data into the topographic survey drawings.

TASK 8D. PROVIDE ADDITIONAL PRELIMINARY ENGINEERING SERVICES (PART 2) REJECT WATER STORAGE FACILITIES (PART 2D)

Engineer will perform preliminary engineering services for reject water storage facilities for out-of-specification effluent as part of the Westport WWTF Nutrient Reduction Improvements Part 2C. The Engineer will:

- Develop a Basis of Design (BOD) technical presentation for reject water storage facilities for out-of-specification effluent. The BOD document will use the City-provided 5.36 MGD (ADF) flow and system reliability requirements that will be used to size system unit components. Engineer shall provide a draft and final Basis of Design presentation to the City with a workshop/review meeting with City staff after the draft document is submitted to the City.
- Use the Basis of Design technical presentation for the reject tank system to revise the Preliminary Design Report being prepared under Task 8A as part of a separate submittal.
- Engineer shall coordinate the activities of surveyor to provide a topographical survey of the project area. More specific services for this task are included in the Professional Surveying and Mapping Services table below.

Professional Surveying and Mapping Services Scope of Services
Provide a Topographic Survey in accordance with 5J-17 F.A.C. > Establish the location of all boundary and right of way lines within the project area. > Sufficient spot elevations will be collected to create one-foot contours. Improvements within the project area that may affect design will be located, including but not limited to, structures, buildings, trees, pavement, and fences. All utilities above and below ground identified, as field located by the utility companies' representatives and during SUE excavations, will be identified as to type and size and will be located horizontally.
The horizontal values for this project will be referenced to the Florida State Plane Coordinate System (South Zone), North American Datum Of 1983 (latest adjustment). Vertical values will be referenced to the North American Vertical Datum of 1988. A minimum of two (2) site benchmarks will be established in the survey area.
REPORTING

Engineer will prepare a survey drawing in AutoCAD format showing data obtained. Drawing shall include spot elevations at the X, Y, and Z coordinates. Engineer shall provide a drawing showing 1-foot contours.

Four (4) sets of drawings signed and sealed by a licensed Professional Survey and Mapper in the State of Florida will be provided to the City.

- Coordinate the activities of the geotechnical engineer to provide field geotechnical work and a geotechnical report with foundation and dewatering recommendations. More specific services for this task are included in the Geotechnical Engineering Services table below.

Geotechnical Engineering Services Scope of Services
Drill and sample a total of ten (10) soil borings associated with the storage tanks; four (4) to a depth of approximately 15" and four (4) to a depth of approximately twenty (25) feet and two (2) to a depth of approximately fifty (50) feet below grade.
Underground utility clearance will be required prior to commencing the drilling of the borings. Therefore, the Geotechnical Engineer will contact "Sunshine One-Call" Service to obtain underground public utility clearance. The underground utility clearance outside of the public domain shall be the responsibility of the City and coordinated with the Geotechnical Engineer. The fee is based on the site being open and accessible for a truck-mounted drill rig to gain access to the project site to complete the requested testing. Open and accessible means that a normal size truck can safely drive into the site and perform the required borings. Heavily wooded areas or site with steep inclines or declines will need to be cleared/altered by the City in order for the geotechnical consultant to perform borings in a safe manner.

- Coordinate the activities of the SUE field investigations to provide existing utility information for the project area. Eight (8) excavations are included. More specific services for this task are included in the Subsurface Utility Excavation Services table below.

Subsurface Utility Excavation (SUE) Services Scope of Services
Engineer shall perform up to eight (8) subsurface utility excavations (SUEs) to support location of existing underground utilities on site.
REPORTING
Engineer shall prepare field location mapping notes for inclusion of data into the topographic survey drawings.

TASKS 9A THROUGH 9B (Part 2)

These partially complete tasks are being removed from the scope.

TASK 9C. ADDITIONAL PERMITTING (PART 2) ADVANCED WASTEWATER TREATMENT IMPROVEMENTS (PART 2C)

Pursuant to the Contract, the Engineer will perform permitting services for the Westport WWTF Nutrient Reduction Improvements Part 2C for the new denitrification filter process.

Prepare and Submit FDEP Domestic Wastewater Permit Revision Application Package

- Engineer shall communicate with FDEP on the requirements for modifying the existing

construction permit. Engineer shall coordinate, prepare for, and attend a pre-application meeting with the FDEP staff if necessary to facilitate the processing of this permit modification.

- Engineer shall prepare and submit supporting documents to the permit revision package as needed by FDEP. These documents shall include a detailed revised Preliminary Design Report (PDR), which includes introduction, regulatory design requirements, basis of design for treatment facilities, and associated drawings and figures to support the Westport WWTF Improvements.
- Engineer shall prepare responses for up to two (2) Requests for Additional Information (RAIs) provided by FDEP during the permit review process (if necessary).

Prepare and Submit an ERP Permit Exemption Letter

- Engineer shall prepare and submit supporting documentation that an ERP permit revision is not required.

Allowance for Permit Application Fees

- This task is an allowance for the City related to costs associated with the permitting application requirements for the project. This is anticipated to be a major modification.

**TASK 9D. ADDITIONAL PERMITTING (PART 2)
REJECT WATER STORAGE FACILITIES (PART 2D)**

Pursuant to the Contract, the Engineer will perform permitting services for the Westport WWTF Nutrient Reduction Improvements Part 2D for the new reject water storage facilities for out-of-specification effluent.

Prepare and Submit FDEP Domestic Wastewater Permit Revision Application Package

- Engineer shall communicate with FDEP on the requirements for modifying the existing construction permit. Engineer shall coordinate, prepare for, and attend a pre-application meeting with the FDEP staff if necessary to facilitate the processing of this permit modification.
- Engineer shall prepare and submit supporting documents to the permit revision package as needed by FDEP. These documents shall include a detailed revised Preliminary Design Report (PDR), which includes introduction, regulatory design requirements, basis of design for treatment facilities, and associated drawings and figures to support the Westport WWTF Improvements.
- Engineer shall prepare responses for up to two (2) Requests for Additional Information (RAIs) provided by FDEP during the permit review process (if necessary).

Prepare and Submit an ERP Permit Exemption Letter

- Engineer shall prepare and submit supporting documentation that an ERP permit revision is not required.

Allowance for Permit Application Fees

- This task is an allowance for the City related to costs associated with the permitting application requirements for the project. This is anticipated to be a minor modification.

TASK 10A. FINAL DESIGN (PART 2) NUTRIENT REDUCTION IMPROVEMENTS (PART 2A)

- This task provides for additional design services required to remove the Parkson filter Aqua-Wash system work.

TASK 10B. FINAL DESIGN (PART 2) EQUALIZATION SYSTEM IMPROVEMENTS (PART 2B)

This partially complete task is being removed from the scope.

**TASK 10C. ADDITIONAL FINAL DESIGN (PART 2)
ADVANCED WASTEWATER TREATMENT IMPROVEMENTS (PART 2C)**

Engineer shall provide separate final design documents for the Westport WWTF Improvements Part 2 that consist of preparing drawings and specifications for improvements to the existing wastewater treatment facility as approved by the City and consistent with the revised Preliminary Design Report for the advanced wastewater treatment improvements. Tasks to be performed are as follows:

Prepare final design documents to a sixty (60) percent completion level for the City's Review and Comment

- Prepare general drawings to a sixty (60) percent completion level.
- Prepare civil drawings that include site plans/geometry, paving, grading, and landscaping to a sixty (60) percent completion level.
- Prepare civil drawings for yard piping and utilities modifications with details to a sixty (60) percent completion level.
- Prepare structural drawings to a sixty (60) percent completion level.
- Prepare mechanical process drawings for the treatment process, tanks, pumps, etc. to a sixty (60) percent completion level.
- Prepare electrical drawings including the site electrical plan, power and control, lighting and receptacles, lightning protection, motor control centers, single line diagrams, panel schedules, light fixture schedules, and details to a sixty (60) percent completion level.
- Prepare instrumentation drawings for the proposed panels to the City's SCADA system to a sixty (60) percent completion level.
- Prepare a sixty (60) percent set of Technical Specifications (Project Manual).
- Submit sixty (60) percent design package to the City.
- Coordinate and attend one (1) workshop with the City to review sixty (60) percent documents.
- At the end of the sixty (60) percent design completion level, assemble and submit contract documents to the City for review and comments.
- Conduct a sixty (60) percent design review meeting with the City to discuss comments.

Prepare final design documents to a ninety (90) percent completion level for the City's Review and Comment

- Prepare general drawings to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare civil drawings that include site plans/geometry, paving, and grading to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare civil drawings for yard piping and utilities modifications with details and the City's comments on the sixty (60) percent design drawings to a ninety (90) percent completion level.
- Prepare structural drawings to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare mechanical process drawings for the treatment processes to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare electrical drawings including the site electrical plan, power and control, lighting and receptacles, lightning protection, motor control centers, single line diagrams, panel schedules, light fixture schedules, and details to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare instrumentation drawings for the proposed panels to the City's SCADA system to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare a complete ninety (90) percent set of Technical Specifications (Project Manual)

based on the City's comments on the sixty (60) percent documents.

- Coordinate and attend one (1) workshop with the City to review ninety (90) percent documents.
- At the end of the ninety (90) percent design completion level, assemble and submit contract documents to the City (including a submission to City Building Department) for review and comments.
- Conduct a ninety (90) percent design review meeting with the City to discuss comments.

Prepare final design documents to a one-hundred (100) percent completion level

- Update and prepare general, civil drawings, structural drawings, process mechanical drawings, electrical drawings and instrumentation drawings to a one-hundred (100) percent completion level based on previous design submittals and the City's review comments.
- Finalize complete set of Technical Specifications (Project Manual).
- At the end of the one-hundred (100) percent design completion level, assemble and submit contract documents to the City.

**TASK 10D. ADDITIONAL FINAL DESIGN (PART 2)
REJECT WATER STORAGE FACILITIES (PART 2D)**

Engineer shall provide separate final design documents for the Westport WWTF Improvements Part 2 that consist of preparing drawings and specifications for improvements to the existing wastewater treatment facility as approved by the City and consistent with the revised Preliminary Design Report for the reject water storage facilities. Tasks to be performed are as follows:

Prepare final design documents to a sixty (60) percent completion level for the City's Review and Comment

- Prepare general drawings to a sixty (60) percent completion level.
- Prepare civil drawings that include site plans/geometry, paving, grading, and landscaping to a sixty (60) percent completion level.
- Prepare civil drawings for yard piping and utilities modifications with details to a sixty (60) percent completion level.
- Prepare structural drawings to a sixty (60) percent completion level.
- Prepare mechanical process drawings for the treatment process, tanks, pumps, etc. to a sixty (60) percent completion level.
- Prepare electrical drawings including the site electrical plan, power and control, lighting and receptacles, lightning protection, motor control centers, single line diagrams, panel schedules, light fixture schedules, and details to a sixty (60) percent completion level.
- Prepare instrumentation drawings for the proposed panels to the City's SCADA system to a sixty (60) percent completion level.
- Prepare a sixty (60) percent set of Technical Specifications (Project Manual).
- Submit sixty (60) percent design package to the City.
- Coordinate and attend one (1) workshop with the City to review sixty (60) percent documents.
- At the end of the sixty (60) percent design completion level, assemble and submit contract documents to the City for review and comments.
- Conduct a sixty (60) percent design review meeting with the City to discuss comments.

Prepare final design documents to a ninety (90) percent completion level for the City's Review and Comment

- Prepare general drawings to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare civil drawings that include site plans/geometry, paving, and grading to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.

- Prepare civil drawings for yard piping and utilities modifications with details and the City's comments on the sixty (60) percent design drawings to a ninety (90) percent completion level.
- Prepare structural drawings to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare mechanical process drawings for the treatment processes to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare electrical drawings including the site electrical plan, power and control, lighting and receptacles, lightning protection, motor control centers, single line diagrams, panel schedules, light fixture schedules, and details to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare instrumentation drawings for the proposed panels to the City's SCADA system to a ninety (90) percent completion level based on the City's comments on the sixty (60) percent design drawings.
- Prepare a complete ninety (90) percent set of Technical Specifications (Project Manual) based on the City's comments on the sixty (60) percent documents.
- Coordinate and attend one (1) workshop with the City to review ninety (90) percent documents.
- At the end of the ninety (90) percent design completion level assemble and submit contract documents to the City (including a submission to City Building Department) for review and comments.
- Conduct a ninety (90) percent design review meeting with the City to discuss comments.

Prepare final design documents to a one-hundred (100) percent completion level

- Update and prepare general, civil drawings, structural drawings, process mechanical drawings, electrical drawings and instrumentation drawings to a one-hundred (100) percent completion level based on previous design submittals and the City's review comments.
- Finalize complete set of Technical Specifications (Project Manual).
- At the end of the one-hundred (100) percent design completion level assemble and submit contract documents to the City.

TASK 11A (Part 2)

No changes are proposed for Task 11A.

**TASK 11C. ADDITIONAL BIDDING SERVICES (PART 2)
ADVANCED WASTEWATER TREATMENT IMPROVEMENTS (PART 2C)**

Construction Manager at Risk (CMAR) Procurement and Trade Package/Subcontractors

CHA will perform the following for **Part 2C**:

- Trade Packages and Subcontractors
 - a. Provide input to City regarding CMAR's proposed construction trade packages to be competitively bid.
 - b. Provide input to City on proposed subcontractors.
 - c. Provide input to City on acceptability of proposed equipment and material suppliers not named in the construction documents.

Guaranteed Maximum Price (GMP) Development Assistance

CHA will perform the following for Part 2C:

- The CMAR will develop the GMP based on the ninety (90) percent drawings and specifications for Part 2C.
- CHA will respond to up to thirty (30) RFIs from the CMAR through the Part 2C GMP development process.

- CHA will respond to CMAR questions and concepts regarding the plans & specifications, construction sequencing, maintenance of plant operations (MOPO), start-up requirements, etc. CHA will respond to CMAR requests for design clarifications and additional information for Part 2C.
- CHA will support City with a review of the CMAR's Part 2C GMP and prepare comments in excel format for discussion at a GMP review meeting. Decisions made during the meeting will be logged and used by the CMAR to finalize the GMP for presentation to City. If the GMP is accepted, the CMAR will initiate construction services upon City approval.

**TASK 11D. ADDITIONAL BIDDING SERVICES (PART 2)
REJECT WATER STORAGE FACILITIES (PART 2D)**

Construction Manager at Risk (CMAR) Trade Package/Subcontractors

CHA will perform the following for Part 2D:

- Trade Packages and Subcontractors
 - a. Provide input to City regarding CMAR's proposed construction trade packages to be competitively bid.
 - b. Provide input to City on proposed subcontractors.
 - c. Provide input to City on acceptability of proposed equipment and material suppliers not named in the construction documents.

Guaranteed Maximum Price (GMP) Development Assistance

CHA will perform the following for Part 2D:

- The CMAR will develop the GMP based on the ninety (90) percent drawings and specifications for Part 2D.
- CHA will respond to up to fifteen (15) RFIs from the CMAR through the Part 2D GMP development process.
- CHA will respond to CMAR questions and concepts regarding the plans & specifications, construction sequencing, maintenance of plant operations (MOPO), start-up requirements, etc. CHA will respond to CMAR requests for design clarifications and additional information for Part 2C.
- CHA will support City with a review of the CMAR's Part 2D GMP and prepare comments in excel format for discussion at a GMP review meeting. Decisions made during the meeting will be logged and used by the CMAR to finalize the GMP for presentation to City. If the GMP is accepted, the CMAR will initiate construction services upon City approval.

**TASK 12A. CONSTRUCTION PHASE SERVICES (PART 2)
NUTRIENT REDUCTION IMPROVEMENTS (PART 2A)
(DEDUCT)**

The subtasks for meeting agendas/summaries, pay application reviews, materials testing data review, record drawing preparation and O&M review are removed.

**TASK 12C. CONSTRUCTION PHASE SERVICES (Part 2)
ADVANCED WASTEWATER TREATMENT IMPROVEMENTS (PART 2C)**

Engineer will provide services during the construction phase of the base project based on the scope below. The duration of construction phase services is based on an approximate eighteen (18) month construction contract for the Westport WWTF Part 2C Improvements. These services are based on an expectation that document control will be managed via an electronic document control system such as ECOMM or similar, as will be identified in the technical specifications. Engineer will perform the following tasks to assist the City during construction of to ensure that the project is completed in general conformance with the approved construction documents:

Assist the City in Construction Phase Services

Engineer will perform the following:

- **Construction Administration** – The Engineer will administer the project in conformance with the Construction Contract and its General Conditions. The Engineer will coordinate with the Contractor and the City during construction.
- **Conform Contract Documents** – Engineer will conform the contract documents prior to construction and provide a conformed set with all addendum information incorporated.
- **Preconstruction Conference** – Prepare Agenda and attend the City's preconstruction conference with the Contractor. The Engineer will prepare and submit meeting summary within five (5) business days of progress meeting.
- **Design Clarification Responses** – Provide technical interpretation of the drawings, specifications, and Contract Documents, and evaluate requested deviation from the approved design or specification, and issue field orders as necessary. Up to ten (10) responses are included.
- **Submittal Review** – Review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents. Up to fifty (50) submittals are anticipated (including re-submittals).
- **RFI Responses** – Review and respond to requests for information (RFI) from the Contractor. Up to twenty (20) RFIs are anticipated.
- **Site Visits** – Make up to two (2) periodic site visits once Part 2B has been completed to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents for the Westport WWTF Improvements. Two (2) additional site visits are included for establishment of substantial and final completion of Part 2C of the project.
- **Certificate of Completion for Part 2C** – Engineer will prepare FDEP certificate of completion of construction and submit to FDEP for approval.
- **Project Close-out** – Make final review of construction to determine if work was completed in general conformance of the Contract Documents. Assist in negotiating the final payment for construction and submit a final letter report upon which final settlement and termination of Contract can be based.

TASK 12D. CONSTRUCTION PHASE SERVICES (Part 2) REJECT WATER STORAGE FACILITIES (PART 2D)

Engineer will provide services during the construction phase of the base project based on the scope below. The duration of construction phase services is based on an approximate sixteen (16) month construction contract for the Westport WWTF Part 2D Improvements. These services are based on an expectation that document control will be managed via an electronic document control system such as ECOMM or similar, as will be identified in the technical specifications. Engineer will perform the following tasks to assist the City during construction of to ensure that the project is completed in general conformance with the approved construction documents:

Assist the City in Construction Phase Services

Engineer will perform the following:

- **Construction Administration** – The Engineer will administer the project in conformance with the Construction Contract and its General Conditions. The Engineer will coordinate with the Contractor and the City during construction.
- **Conform Contract Documents** – Engineer will conform the contract documents prior to construction and provide a conformed set with all addendum information incorporated.
- **Preconstruction Conference** – Prepare Agenda and attend the City's preconstruction conference with the Contractor. The Engineer will prepare and submit meeting summary within five (5) business days of progress meeting.
- **Design Clarification Responses** – Provide technical interpretation of the drawings, specifications, and Contract Documents, and evaluate requested deviation from the approved design or

specification, and issue field orders as necessary. Up to ten (10) responses are included.

- **Submittal Review** – Review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents. Up to fifteen (15) submittals are anticipated (including re-submittals).
- **RFI Responses** – Review and respond to requests for information (RFI) from the Contractor. Up to ten (10) RFIs are anticipated.
- **Site Visits** – Site visits will be combined with site visits for Part 2A, Part 2B, and Part 2C. Two (2) additional site visits are included for establishment of substantial and final completion of Part 2D of the project.
- **Certificate of Completion for Part 2D** – Engineer will prepare FDEP certificate of completion of construction and submit to FDEP for approval.
- **Project Close-out** – Make final review of construction to determine if work was completed in general conformance of the Contract Documents. Assist in negotiating the final payment for construction and submit a final letter report upon which final settlement and termination of Contract can be based.

TASKS 13 THROUGH 14 (Part 2)

No changes are proposed for Tasks 13 or 14.

DELIVERABLES

The Engineer will provide the City the following deliverables:

- Electronic (PDF) copy of OPCCs for Part 2C and 2D Improvements.
- Workshop agenda and summary for Part 2C Improvements.
- Electronic (PDF) copy of draft and final BOD presentation for 2C Improvements.
- Electronic (PDF) copy of draft and final BOD presentation for 2D Improvements.
- Electronic (electronically signed and sealed PDF) Final Preliminary Design Report and thirty (30) Percent Drawings for the Part 2C Improvements.
- Electronic (electronically signed and sealed PDF) Final Preliminary Design Report and thirty (30) Percent Drawings for the Part 2D Improvements.
- Electronic permit application package for Part 2C required for submittal for regulatory agency review (FDEP).
- Electronic permit application package for Part 2D required for submittal for regulatory agency review (FDEP).
- Electronic (PDF) and three (3) full size copies of Part 2C drawings at the scheduled sixty (60) and ninety (90) percent Final Design for review by the City.
- Electronic (PDF) and three (3) copies of Part 2C technical specifications at the scheduled sixty (60) and ninety (90) percent Final Design for review by the City.
- Electronic (PDF) and three (3) full size copies of Part 2D drawings at the scheduled sixty (60) and ninety (90) percent Final Design for review by the City.
- Electronic (PDF) and three (3) copies of Part 2D technical specifications at the scheduled sixty (60) and ninety (90) percent Final Design for review by the City.
- Review meeting agendas and summaries.
- Electronic (electronically signed and sealed PDF and AutoCAD) files, two (2) full size copies, and two (2) half size copies of the one-hundred (100) percent drawings for Part 2C (unsigned).
- Electronic (electronically signed and sealed PDF) files and two (2) copies of the one-hundred (100) percent technical specifications for Part 2C (unsigned).
- Electronic (electronically signed and sealed PDF and AutoCAD) files, two (2) full size copies, and two (2) half size copies of the one-hundred (100) percent drawings for Part 2D

(unsigned).

- Electronic (electronically signed and sealed PDF) files and two (2) copies of the one-hundred (100) percent technical specifications for Part 2D (unsigned).
- CMAR GMP review comments for Part 2C.
- CMAR GMP review comments for Part 2D.
- CMAR subcontractor bid review comments for Part 2C.
- CMAR subcontractor bid review comments for Part 2D.
- Electronic (electronically signed and sealed PDF and AutoCAD) files and two (2) full size copies of conformed Part 2C and Part 2D documents (unsigned).

C. TIME OF PERFORMANCE

Engineer shall perform services for the additional Tasks as follows:

TASK	COMMENCING	DAYS
Task 1 – Project Administration	From Date of Amendment No. 7	425
Task 8C – Additional Preliminary Engineering AWT Improvements (Part 2C)	From Date of Amendment No. 7	90
Task 8D – Additional Preliminary Engineering Reject Water Storage Facilities (Part 2D)	From Date of Amendment No. 7	90
Task 9C – Additional Permitting AWT Improvements (Part 2C)	From Date of Final PDR Submission to FDEP	60
Task 9D – Additional Permitting Reject Water Storage Facilities (Part 2D)	From Date of Final PDR Submission to FDEP	60
Task 10C – Additional Final Design AWT Improvements	From Date of Amendment No. 7	425
Task 10D – Additional Final Design Reject Water Storage Facilities (Part 2D)	From Date of Amendment No. 7	243
Task 11C – Additional Bidding Services AWT Improvements (Part 2C)	From Date of Amendment No. 7	425
Task 11D – Additional Bidding Services Reject Water Storage Facilities (Part 2D)	From Date of Amendment No. 7	243
Task 12C – Construction Phase Services AWT Improvements (Part 2C)	From Date of Final GMP Development	727
Task 12D – Construction Phase Services Reject Water Storage Facilities (Part 2D)	From Date of Final GMP Development	425

SCHEDULE NOTES:

- Schedule includes fourteen (14) days for the City to review each deliverable. The Schedule will be adjusted according to the actual review time by the City.
- Schedule only includes initial review period from regulatory agencies, which is typically thirty (30) days.
- Schedule does not include time for potential “Requests for Additional Information” from FDEP reviewers or other regulatory agencies.
- Engineer will observe the time limitations; however, should there be delays in receiving information from others and in obtaining subsequent authorization, approvals, and review comments from the City, and other governmental agencies, the schedule will be updated and adjusted as mutually agreed upon by the Engineer and the City. Engineer shall not be

responsible for delays that occur as the result of action or inaction by others not in the control or employee of Engineer.

- The City will issue the Notice-to-Proceed to the Contractor for construction projects.

The total duration for this Amendment No. 7 Scope of Services is 1,033 days.

D. COMPENSATION

TASK	Amendment #7 Fee
Task 1 Project Administration	\$116,074.80
Task 8B Additional Preliminary Engineering Services (Part 2B) EQ Tank	(\$20,232.05)
Task 8B: Geotech, SUE, Survey (Part 2B)	(\$3,900.00)
Task 8C Additional Preliminary Engineering Services (Part 2C) Denite Filters	\$112,346.00
Task 8D Additional Preliminary Engineering Services (Part 2D) Reject Tanks	\$85,405.00
Task 9B Additional Permitting (Part 2B)	(\$3,615.00)
Task 9B Permit Fees (Part 2B)	(\$800.00)
Task 9C: Additional Permitting (Part 2C) Denite Filters	\$18,742.00
Task 9D: Additional Permitting (Part 2D) Reject Tanks	\$16,948.00
Task 10A: Final Design (Part 2A) Filter Work Removal	\$4,978.00
Task 10B: Final Design (Part 2B) EQ Tanks	(\$112,748.00)
Task 10C: Additional Final Design (Part 2C) Denite Filters	\$353,100.00
Task 10D: Additional Final Design (Part 2D) Reject Tanks	\$288,002.00
Task 11C: Additional Bidding Services (Part 2C) Denite Filters	\$62,007.00
Task 11D: Additional Bidding Services (Part 2D) Reject Tanks	\$48,307.00
Task 12A: Construction Phase Services (Part 2A) (Deduct)	(\$20,050.00)
Task 12C: Construction Phase Services (Part 2C) Denite Filters	\$230,212.00
Task 12D: Construction Phase Services (Part 2D) Reject Tanks	\$180,219.00
TOTAL	\$1,354,995.75

E. SERVICES NOT INCLUDED

The following services may be required for the Project, but are not included in this authorization:

- Site Plan Approval permitting.
- Building Department permitting.
- Materials testing and review of results.
- Clearing or access for geotechnical services.
- Permitting for potable water mains.
- Preparation of a dewatering plan covering construction dewatering activities that could be needed for SFWMD or FDEP permits.
- Wetland survey or mitigation.
- Threatened or endangered species survey or mitigation.
- Preparing Environmental Assessments, Phase I or Phase II Site Assessments, Archaeological Investigations, Historic Property Reports, Karst Impact Mitigation, or Noise Analysis.
- Design modifications resulting from value engineering.
- Alternate, substitute or "or equal" equipment evaluations.
- Assistance for funding or other services beyond that included in the Project Budget.
- Sixty (60), ninety (90), and one-hundred (100) percent Opinion of Probable Construction Costs (to be provided by CMAR).
- Compliance with American Iron and Steel requirements for materials arriving on site.

F. CITY'S RESPONSIBILITY

In addition to the City's responsibilities pursuant to the Contract, the City will:

- Provide all available data, plans, and equipment information for the City's existing facilities in the project area. The Engineer is entitled to rely on data provided by the City without independent review and verification.
- Provide a wetlands and endangered species report.
- Provide materials testing for CMAR.
- Review and approve all submittals made by the Engineer to the City as set forth herein.
- Provide information related to archeological, historical resources, wetland delineation, and listed species, if applicable.
- Agree that Engineer shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration. However, nothing contained in this provision shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
- Clearing and access for geotechnical services.

G. GRANT REQUIREMENTS.

Engineer acknowledges the City will pay for this project, in part, with grant funds received from the City by the State of Florida, Department of Environmental Protection ("the Department"). Accordingly, in addition to the requirements herein, Engineer additionally agrees to comply, to the extent applicable to Engineer's services, with ATTACHMENT 8 – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreement, attached to this Amendment #7, in addition to the following requirements. For these requirements from the Department's grant ("the Grant"), the City may be referred to as "Grantee" and Engineer "Subcontractor." Engineer acknowledges where there is a requirement placed upon the City, and the Grant requires the same of the City's Subcontractors (Engineer), Engineer must comply with the requirements insofar as applicable to Engineer's services:

1. Performance Measures. The Engineer warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described herein; (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) Engineer 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 the City meet the Grant requirements.
2. 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 the Grant, 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.
3. Insurance. In addition to any insurance requirements contained in the Contract, or any written amendments hereto, Engineer shall comply with the following insurance requirements. Additionally, Engineer must provide proof of insurance to the City or the Department on request.
- **Required Coverage.** At all times during the Contract, Engineer, 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 Engineer shall not be interpreted as limiting the Engineer's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Engineer may provide coverage through a self-insurance program established and operating under the laws of Florida. The minimum insurance requirements applicable to the Grant are:
 - a. Commercial General Liability Insurance. The Engineer shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. 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 Engineer's duties include the use of a commercial vehicle, the Engineer 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 Engineer 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.
4. Statutory Notices Relating to Unauthorized Employment and Subcontracts.
- 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 the Grant. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of the Grant.

- 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 Grant. 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.
 - In accordance with the above requirements, Engineer shall give notice to the City of any information the above provision requires the City to give to the Department.

5. 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 the Grant.
 - 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 Contract.
6. Record Keeping. The Grantee shall maintain books, records and documents directly pertinent to performance under the Grant 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 the Grant and for five (5) years following the completion date or termination of the Grant. 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 the Grant. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Grant; 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/>).
7. Subcontracting.
- 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.
 - 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 Grant. 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 the Grant 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.
8. 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. The Grant does not and is not intended to confer any rights or remedies upon any person other than the parties to the Grant. If Department consents to a subcontract, Grantee will specifically disclose that the Grant does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under the Grant.

9. All Grantee employees, subcontractors, or agents performing work under the Grant 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. Accordingly, upon request, Engineer shall furnish a copy of the same to the City. All employees, subcontractors, or agents performing work under the Grant 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 Grant.

H. SUCCESSORS AND ASSIGNS.

This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

I. ENTIRE AGREEMENT.

Except as expressly modified by this Amendment #7, the Contract, including any written amendment thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #7 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

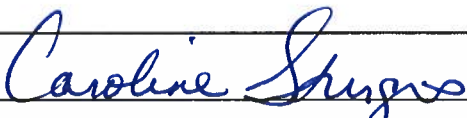
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IN WITNESS WHEREOF, the parties have caused this Amendment #7 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CHA Consulting, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	C. Robert Reiss Vice President
Date:	8/1/2023
Company Address:	1016 Spring Villas Pt, Winter Springs, FL 32708

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	8/31/23
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

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/contractors, 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:

- A. 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:
 - i. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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. 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.

5. 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.

6. 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

Attachment 8

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. 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."

8. 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.

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

9. 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.

10. 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.

11. 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 seq.*

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.

7. Increasing Seat Belt Use in the United States

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

8. Reducing Text Messaging While Driving

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

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with 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 will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee 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. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees 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 Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee 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;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. 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
- v. Whether the project has completed a labor agreement.

3. **Other Reporting Requirements**

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area