

**CONTRACT FOR PROFESSIONAL  
CONSULTING SERVICES**

This Contract is made and entered into this 15<sup>th</sup> day of July, 2019, by and between THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (“BOARD”), a political subdivision of the State of Florida, located at 3093 Crawfordville Highway, Crawfordville, Florida 32327, and DEWBERRY ENGINEERS, INC. whose principal place of business is at 30684 Central Avenue East, Blountstown, FL 32424 (the “Consultant”), whose Federal I.D. number is 13-0746510, in connection with Wakulla County Request for Qualifications No. 2019-06 and the professional services set forth therein.

**WITNESSETH**

**WHEREAS**, the Board has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

**WHEREAS**, after due review of the proposals, the Board selected a firm for professional consulting services; and

**WHEREAS**, Consultant is the firm selected; and

**WHEREAS**, Wakulla County (“County”) desires to obtain the professional consulting services of the Consultant through August 31, 2021 for engineering study services.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the Board and the Consultant agree as follows:

**ARTICLE ONE  
CONSULTANT’S RESPONSIBILITY**

- 1.1. Consultant shall provide to County professional engineering consulting services for the duration of the Contract.
- 1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two for identified County projects (“Project”).
- 1.3. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Exhibit A, “Basis of Compensation” which is attached hereto and incorporated herein.
- 1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

Justin Ford, PE

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.7 Consultant shall notify the County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Justin Ford, PE

Name: Trevor Burch, PE

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.9. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict. At the County's request, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

## **ARTICLE TWO BASIC AND ADDITIONAL SERVICES OF CONSULTANT**

As authorized or required by the County, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the County as indicated in Article Five and Exhibit A. The following Section 2.1, is considered Basic Services and Section 2.2 is considered Additional Services:

### 2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with County to define and clarify County's requirements for the Project and available data.
- b. Advise County as to the necessity of County obtaining from Consultant Additional Services described in Article Two of this Agreement, including, but not limited to probings, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of County to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
- d. Identify and evaluate all reasonable alternate solutions available to County and, after consultation with County, recommend to County those solutions which in Consultant's judgment meet County's requirements for the Project.

e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to County which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by County, a summary of allowances for other items and services included within the definition of Total Project Costs.

f. Furnish three (3) review copies of the Report and any other deliverables to County within the timeframe established and review it with County.

g. Revise the Report and any other deliverables in response to County's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the County within the timeframe established.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by County, as appropriate.

## 2.2. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 Consultant shall furnish the following additional services:

a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.

b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, County's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.

- d. Providing renderings or models for County's use.
- e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting County in obtaining process licensing.
- f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.
- g. Services during out-of-town travel required of Consultant and directed by County, other than visits to the Project site or County's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for County in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- l. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

**ARTICLE THREE  
COUNTY'S RESPONSIBILITIES**

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;

- b. The time the Consultant is obligated to commence and complete all such services;  
or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Brandy King, Fiscal Operations Director

3093 Crawfordville Highway, Crawfordville, FL 32327

**ARTICLE FOUR  
TERM AND TIME**

4.1 The term of this Agreement shall commence on July 15, 2014 and continue until August 31, 2021, unless otherwise terminated as provided herein. At the County's sole discretion, the term of

this Agreement may be extended for an additional one (1) year term under the same terms and conditions as provided herein.

4.2. Services to be rendered by Consultant shall be commenced subsequent to the execution of written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule.

4.3. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

## **ARTICLE FIVE COMPENSATION**

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the Contract without prior approval of the Board. The Consultant shall notify the County's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the Contract and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

5.6 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**ARTICLE SIX  
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

**ARTICLE SEVEN  
TRUTH IN NEGOTIATION REPRESENTATIONS**



7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

## **ARTICLE EIGHT TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

## **ARTICLE NINE PERSONNEL**

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

## **ARTICLE TEN SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE ELEVEN  
FEDERAL AND STATE TAX**

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE  
OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

b. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the County.

d. Transfer, at no cost, to County all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the County.

e. If Consultant does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be

subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919, [JWelch@MYWAKULLA.COM](mailto:JWelch@MYWAKULLA.COM), 3093 CRAWFORDVILLE HIGHWAY, CRAWFORDVILLE, FL, 32327.**

### **ARTICLE THIRTEEN MAINTENANCE OF RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

### **ARTICLE FOURTEEN INSURANCE**

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and endorsements shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

14.2. The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance

policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by County, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to County that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal certificates shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or

non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.

d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.

e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

f. The County shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. Wakulla County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by County during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against Wakulla County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

## ARTICLE FIFTEEN

## **INDEMNIFICATION**

15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Contract.

15.2. The Consultant agrees to indemnify and hold harmless the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from (a) any breach or misconduct by the Consultant of this Contract, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the negligent performance of this Contract by the Consultant and the Consultant's agents, employees, invitees, and (d) Consultant acknowledges and agrees that County would not enter into this Contract without this indemnification of County by Consultant, and that County's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

## **ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

## **ARTICLE SEVENTEEN REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Wakulla County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE EIGHTEEN CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Administrator as to whether the association, interest or circumstance would be reviewed by the County Administrator as constituting a conflict of interest if entered into by the Consultant. The County Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Administrator's notice to the Consultant. If, in the opinion of the County Administrator or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Administrator or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

## **ARTICLE NINETEEN DEBT**



19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY  
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE TWENTY-ONE  
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO  
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE  
MODIFICATION OF SCOPE OF WORK**

23.1. Consultant shall expediently perform work as defined in Exhibit B, within the schedule indicated in the Contract in accordance with Article Four above. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

#### **ARTICLE TWENTY-FOUR MODIFICATION**

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

#### **ARTICLE TWENTY FIVE MISCELLANEOUS**

25.1. Consultant, in representing County, shall promote the best interest of County and assume towards County a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

25.8. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

25.9 By executing this Agreement, Consultant certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 27, this Section 27 shall be null and void.

#### **ARTICLE TWENTY-SIX SEVERABILITY**

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

**CONSULTANT**



\_\_\_\_\_  
Authorized Representative

7/18/19

\_\_\_\_\_  
(printed)

**BOARD OF COUNTY COMMISSIONERS OF  
WAKULLA COUNTY, FLORIDA**



\_\_\_\_\_  
Charles Hess, Ph. D., Chairman

*Kelly Sessor D.C. for:*  
\_\_\_\_\_  
Clerk of Court *Brent X. Thurmond, Clerk*

Approved as to form

  
\_\_\_\_\_  
Heather J. Encinosa, County Attorney

**EXHIBIT A**  
**BASIS OF COMPENSATION**

## **BASIS OF COMPENSATION**

### **A.1. Basic Services Outlined In Section 2.1 of this Agreement:**

A.1.1. As consideration for providing Basic Services as set forth in Article Two, Section 2.1, the County agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within the Contract. The employee rates included in the lump sum fees shall be based upon the Consultant's Employee Hourly Rate Schedule for employee's working under this Agreement, which is attached hereto.

A.1.2. Payment for Basic Services under Section 2.1, of this Agreement shall be paid on a lump sum basis in accordance with set milestones as set forth in Consultant's proposal in equal monthly installments based upon the estimated time for completion of the services.

### **A.2. Additional Services Outlined in Section 2.2 of this Agreement:**

A.2.1. As consideration for providing approved Additional Services set forth in Section 2.2 of this Agreement, County agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis. Payments for services provided under Section 2.2 of this Agreement shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Agreement, which is attached hereto. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule" provided such overtime work is approved by County in advance whenever possible and not due to Consultant's own fault or neglect.

A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Additional Services under Section 2.2, in the interest of a Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office;
- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Section 2.1 of Basic Services;
- (c) when authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by County.

A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:

- (a) expenses for transportation and subsistence;

- (b) overhead, including field office facilities;
- (c) overtime not authorized by County; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

**A.3. Payments**

- A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in duplicate form and manner required by County.
- A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for County's budgeting, authorizing and monitoring of expenditures under this Agreement.
- A.3.3. As compensation for coordinating subconsultant activities for County, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Section 2.2 of this Agreement. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Section 2.1.

### **CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE**

Staff	Rate (Hourly)
Principal	\$280.00
Engineer IX	\$235.00
Engineer VII	\$200.00
Engineer VI	\$180.00
Engineer II	\$110.00
Engineer I	\$100.00
Geographer/GIS VI	\$150.00
Surveyor IX	\$185.00
Survey Crew (3 person)	\$180.00
Professional V	\$155.00
Professional II	\$110.00
CADD Tech III	\$95.00
CADD Tech II	\$85.00
Inspector I	\$80.00
Technical I	\$70.00
Admin Professional I	\$65.00



**EXHIBIT B**  
**SCOPE OF SERVICES**

Wakulla County requests proposals for a wastewater treatment feasibility analysis by individuals and/or organization(s) that fulfill ALL of the following requirements:

- A. Inventory and describe existing septic systems and wastewater infrastructure, including but not limited to a) number of systems; b) system locations and lot sizes, which may be grouped by neighborhood, subdivision, or other unifying aggregation; c) location, age, and types of existing wastewater systems, including collection, transmission, treatment, and reuse/disposal facilities; and d) average current flow and overall capacity of existing wastewater treatment and reuse/disposal systems. The location of septic systems and wastewater infrastructure should be clearly identified on a map/GIS layer.
- B. Document the wastewater infrastructure needed to meet the remediation requirements set forth in Exhibit B of the (basin management action plan) BMAP. The documentation should account for the BMAP requirements, expected population growth and development patterns, infrastructure replacement or expansion needs, water resource demands, and other relevant factors. The anticipated need for facilities may be broken into five-year increments, or other appropriate phases, given the uncertainties associated with long-term projections, but the analysis must account for the full timeframe of 20 years.
- C. Identify septic systems within priority focus and BMAP areas that require remediation as identified in the BMAP Exhibit B, including those a) to be eliminated in favor of central wastewater service and b) to be remediated through the addition of features achieving enhanced treatment of nitrogen. Also identify those systems, if any, that are not expected to be eliminated or upgraded. The location and proposed disposition of all septic systems must be clearly identified on a map/GIS layer. (Information on enhanced onsite systems is included in the BMAP and through the Florida Department of Health at <http://www.floridahealth.gov/environmental-health/onsite-sewage/products/index.html>.)
- D. Document a cost comparison of alternative strategies that would achieve remediation objectives using a present-worth analysis. The strategies must be designed to achieve the objectives of BMAP Exhibit B. They must address those septic systems to be eliminated in favor of central wastewater service, those onsite systems to be remediated with enhanced nitrogen-reducing features, and those that are not expected to be eliminated or upgraded. (Note that new onsite systems on lots of less than one acre are prohibited by subsection 373.811(2), F.S., unless allowed under the BMAP remediation plan.)

- E. Explain the recommended alternative to be implemented, including the proposed implementation timeline, and reflect project locations using clear maps/GIS layers. The recommended alternative may involve a variety of different strategies consistent with the BMAP remediation plan.
- F. Identify project service area(s) and census tracts associated with the recommended alternative.
- G. Identify public meetings that have been or will be held to explain proposed projects, capital costs, and potential financial impact on homeowners and rate payers. Include public notices and meeting minutes for any meetings that have been held.
- H. Discuss the decision-making and rationale for the recommended alternative. Include an analysis of public acceptance for sewerage projects.
- I. Describe the wastewater facilities and estimated capital costs, operation and maintenance costs, and repair and replacement costs for the recommended alternative. Describe the septic system upgrades for the recommended alternative and identify the estimated cost of the upgrades, including operation and maintenance, to affected homeowners. Also describe costs, if any, to homeowners proposed to remain on existing septic systems.
- J. Discuss a range of potential financing options for the recommended alternative, including local revenue generation options and potential external sources of funding such as federal and state government or water management district programs. A guide to sources of financial assistance is available from the Department at [https://floridadep.gov/sites/default/files/Funding\\_Florida\\_DWRA.pdf](https://floridadep.gov/sites/default/files/Funding_Florida_DWRA.pdf).
- K. Identify environmental and economic impacts and benefits of proposed project(s). (Consider that environmental benefits have economic value, whether as the result of making reclaimed water available, improving property values, increasing tourism, etc.)
- L. Identify options for providing financial assistance to property owners who would be required to install nutrient-reducing systems or connect to central wastewater facilities. Plan coverage may be limited to property owners in specific economic circumstances or based on other priority factors.
- M. Identify the sites necessary to complete projects and whether they are available and under the legal control of the relevant entity, or whether site acquisition is necessary.

N. List interagency agreements, service agreements, or local contracts necessary to implement proposed projects. As noted previously, interlocal government cooperation is encouraged.

**Task 1: Develop an Inventory of Existing Septic Systems & Wastewater Infrastructure**

**SubTask 1A: Septic System Inventory**

**Description:** Dewberry shall identify the location of the existing septic systems within the County. This information shall be based on NFWFMD records, Department of Health records, and City/County sewer billing records. Dewberry shall field verify a representative sample of the provided data to determine its accuracy.

**Deliverable 1A-1:** GIS shapefile identifying existing septic systems. (\$26,950.00)

**SubTask 1B: Centralized Sewer and Treatment System Inventory**

**Description:** Dewberry shall work with County staff, ESG, local municipal staff, and State agency databases to determine the location, age, and type of existing wastewater systems (excluding on-site septic systems). This shall include the identification and mapping of the existing gravity sewer collection system. If as-built data is unavailable, field data collection will be completed. Additionally, Dewberry shall conduct smoke testing on the gravity sewer systems (excluding the Panacea area). An asset management plan shall be developed to ensure proper maintenance and replacement schedules are met on the existing sewer system components. Compliance with this plan will assist the County in maintaining the highest system operational performance. Dewberry shall coordinate with the County and operational staff to determine the average current flow and overall capacity of existing wastewater treatment and reuse/disposal systems. Dewberry shall provide necessary GIS training in order for the County staff to properly utilize and update the provided data.

**Deliverable 1B-1:** GIS shapefile identifying the location, age, and type of existing wastewater systems. (\$47,800.00)

**Deliverable 1B-2:** Treatment system existing flow and available capacity report. (\$1,600.00)

**Deliverable 1B-3:** Asset Management Plan. (\$15,975.00)

**Deliverable 1B-4:** Survey of sewer smoke testing results (hard copy and GIS). (\$45,700.00)

**Deliverable 1B-5:** GIS training. Dewberry shall provide up to 80 hours of on-site GIS training with County staff. (\$12,000.00)

**Deliverable 1B-6:** Complete hydraulic sewer CAD model of the existing County sewer collection and transmission system. (\$60,500.00)

**Task 2: Document the Wastewater Infrastructure Needed to Meet the Remediation**

**Requirements in Exhibit B of BMAP**

**SubTask 2A: Population and Density Projection**

**Description:** Dewberry shall coordinate with County planning staff as well as State and Regional planning departments to determine expected population trends and development patterns within the BMAP area. This information will be utilized to determine how that growth will affect water resource demands within the area.

**Deliverable 2A-1:** Mapping and database of anticipated growth patterns (\$6,240.00)

**SubTask 2B: Infrastructure Replacement and Expansion Needs**

**Description:** Based on data collected in SubTask 2A, Dewberry shall develop recommendations for infrastructure replacement and/or system expansion within the BMAP area of Wakulla County for a full timeframe of 20 years.

**Deliverable 2B-1:** Location map of proposed system improvements. (\$8,225.00)

**SubTask 2C: Treatment System Upgrade Evaluation**

**Description:** Based on the results of the evaluation process Dewberry shall provide recommendations regarding necessary treatment system expansions and/or upgrades.

**Deliverable2C-1:** Summary of proposed upgrades and associated costs. (\$2,875.00)

### **Task 3: Identify Septic Systems within Priority Focus & BMAP Areas that Require Remediation**

#### **SubTask 3A: BMAP Septic System Inventory**

**Description:** Dewberry shall develop a database of the existing on-site septic systems within the Wakulla County BMAP area.

**Deliverable3A-1:** GIS shapefile with location of on-site septic systems within the BMAP area. (\$14,200.00)

#### **SubTask 3B: On-site Septic Remediation Recommendations**

**Description:** Dewberry shall develop a remediation plan identifying systems which shall be eliminated, upgraded, or allowed to remain unimproved (if any).

**Deliverable3B-1:** GIS shapefile of the proposed improvements will be provided. (\$10,200.00)

#### **SubTask 3C: Property Owner Financial Assistance**

**Description:** Dewberry shall identify options for providing financial assistance to property owners who would be required to install nutrient-reducing systems or connect to central wastewater facilities. Dewberry shall develop informational handouts for public education regarding this issue as well as proper sewer maintenance practices. The County shall be responsible for the production cost for informational handouts.

**Deliverable3C-1:** Informational handout. (\$4,300.00)

### **Task 4: Create a Cost Comparison of Alternative Strategies to Achieve Remediation Objectives**

**Description:** Dewberry shall develop a centralized sewer feasibility metric to determine the cost effectiveness of implementing central sewer vs. upgrading existing septic systems. Dewberry shall also identify and make recommendations for vacant lots within this area.

**Deliverable 4-1:** Present-Worth Cost Analysis Breakdown (\$29,225.00)

### **Task 5: Project Service Area(s)**

**Description:** Dewberry shall identify service areas in association with proposed phasing for the recommended improvements. The census tract for each of the service areas shall be identified.

**Deliverable 5-1:** GIS shapefile of service areas and census tracts. (\$9,055.00)

### **Task 6: Plan and Execute Stakeholder Meetings**

#### **SubTask 6A: Meeting Schedule**

**Description:** Dewberry shall coordinate with the County staff to determine number, frequency, and location of stakeholder meetings to explain the proposed projects, capital costs, and potential financial impacts to homeowners and rate payers. Dewberry shall develop a community survey to gauge public acceptance for sewer projects.

**Deliverable 6A-1:** Proposed meeting schedule. (\$1,230.00)

**Deliverable 6A-2:** Citizen survey. (\$1,360.00)

**SubTask 6B: Stakeholder Meetings**

**Description:** Dewberry shall assist County staff in preparing, noticing, and conducting stakeholder meetings as scheduled in SubTask 7A. Dewberry shall maintain meeting minutes for each stakeholder meeting.

**Deliverable 6B-1:** Meeting attendance, notices and meeting minutes. (\$28,640.00)

**Deliverable 6B-2:** Compilation of citizen survey results. (\$1,880.00)

**Task 7: Final Report & Findings**

**SubTask 7A: Final Report**

**Description:** Dewberry shall prepare a report describing the wastewater facilities and estimated capital costs, operation and maintenance costs, and repair and replacement costs for the recommended alternative. Septic system upgrades for the recommended alternative and identification of the estimated cost of the upgrades, including operation and maintenance, to affected homeowners along with a description of costs, if any, to homeowners proposed to remain on existing septic systems shall also be included.

Sites necessary to complete projects shall be identified along with whether or not they are available and under the legal control of the relevant entity, or whether site acquisition is necessary.

A discussion of a range of potential financing options for the recommended alternative, including local revenue generation options and potential external sources of funding such as federal and state government or water management district programs shall be included. Furthermore, identification of environmental and economic impacts and benefits of proposed project(s), including economic benefits, are to be included in the final plan.

A list of interagency agreements, service agreements, or local contracts necessary to implement proposed projects will be provided within the report.

Finally, a discussion of the decision-making and rationale for the recommended alternative will be outlined in the report. Furthermore, Dewberry shall prepare an implementation plan to include project locations, timelines, and phasing of the recommended system improvements. A summary of the community surveys for public acceptance for sewerage projects will also be included.

**Deliverable 7A-1:** Final Report (\$175,600.00)

**SubTask 7B: Public Education Mail Out**

**Description:** Dewberry shall develop a summary of the findings contained in the Final Report to be included in an educational mail out to the residents of Wakulla County. The County shall be responsible for the production cost for educational mail out.

**Deliverable 7B-1:** Educational Mail Out (\$4,765.00)

**TOTAL CONTRACT FEES: \$508,320.00**

## **A. Exclusions**

1. Design and Permitting of proposed sewer improvements.
2. As-built surveying or construction stakeout.
3. Major Scope or Cost negotiations (anything requiring more than 10 hours of effort)
4. Public notices and permit application fees.
5. Inspection of individual septic systems.
6. Right of Way verification.
7. Boundary/topographic surveys associated with proposed land acquisitions.
8. Title searches, title work or legal opinion.
9. Approvals/coordination in Sovereign Submerged Lands (not anticipated to be required)
10. Anything not specifically mentioned, unless otherwise amended in writing by both Parties.



WAKULLA COUNTY  
BOARD OF COUNTY COMMISSIONERS



REQUEST FOR QUALIFICATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES

RFQ Number: 2019-06

RESPONSES ARE DUE BY: April 15, 2019 @ 3:00 P.M.

**MAIL OR DELIVER RESPONSES TO:**

Wakulla County Board of County Commissioners  
ATTN: RFQ 2019-06  
3093 Crawfordville Highway  
Crawfordville, FL 32327

**Contact:**

Natalie Knowles, Procurement and Contracts Coordinator  
Wakulla County Board of County Commissioners  
Email: [nknowles@mywakulla.com](mailto:nknowles@mywakulla.com)  
(850)926-0919 X 719

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- 1.4 Florida Public Records Law and Confidentiality
- 1.5 Right to Protest
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#### **SECTION 2.0 CONE OF SILENCE**

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**SECTION 7.0 PROPOSAL OPENING**

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**SECTION 9.0 INTENT TO AWARD AND CONTRACT EXECUTION**

**APPENDICES: REQUIRED COUNTY AND LOCAL AGENCY DOCUMENTS AND CERTIFICATIONS**

- A. Proposal Transmittal Form (to be on Proposer's Letterhead)
- B. Checklist of Required Forms, Documents, Certifications
- C. Required Forms and Certifications
- D. Draft Contract Agreement

**EXHIBITS:**

- 1. Legal Advertisement
- 2. Basin Management Action Plan (BMAP)
- 3. Grant Agreement

### **INTENT AND GENERAL INFORMATION**

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Wakulla County, Florida, Board of County Commissioners (the "County") Request for Qualifications (RFQ) 2019-06 is seeking Proposals from qualifying consulting firms (the "Proposer") to provide professional services for engineering in Wakulla County, Florida to conduct a wastewater treatment feasibility analysis and produce a report documenting the analysis. The County anticipates selecting one professional firm to execute the County's Contract for Professional Services in accordance with this RFQ.

The CCNA establishes contracting procedures by which agencies must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms"). The CCNA process allows for Professional Firms to be chosen based on quality of personnel, minority/women-owned business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload and volume of work previously awarded to each Professional Firm by the County. The selected firm must be capable of providing all of the Professional Services set forth in the RFQ.

Interested firms and individuals who are interested must submit a Proposal at this time:

**Advertise Date: March 7, 2019**  
**Release Date: March 7, 2019**  
**Response Deadline: April 15, 2019**

While every effort is made to ensure the accuracy and completeness of information in the RFQ, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFQ. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFQ.

Proposers interested in providing the Services are instructed to submit one (1) original, four (4) copies and one (1) electronic copy (USB flash drive) of its entire and complete Proposal in accordance with this RFQ, no later than April 15, 2019 @ 3:00 EST to the Purchasing Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. Proposals received after this date and time will not be considered and shall be returned unopened.

**Wakulla County is an Equal Opportunity Employer.**

- **MBE/WBE businesses are encouraged to participate.**
- **Wakulla County strictly enforces open and fair competition.**

**ADA –Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFQ and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919. All questions pertaining to this RFQ should be submitted, in writing in accordance with RFQ instructions.

## **SECTION 1.0 STANDARD TERMS AND CONDITIONS (STAC)**

Conformity and adherence to the terms and conditions of this RFQ shall be a consideration by the selection committee as part of its process.

### **1.2 Definitions**

General terms used throughout this RFQ are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

- 1.2.1 **Award** means the determination of a successful Proposer(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and the proposal.
- 1.2.2 **County** means the *Wakulla Board of County Commissioners (BOCC) and its employees.*
- 1.2.3 **Contract** means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties").
- 1.2.4 **RFQ** means this document, its attachments and any document hereinafter incorporated by reference.
- 1.2.5 **Proposer** means any firm, individual or organization submitting a proposal in response to this RFQ.
- 1.2.6 **SOW** means Scope of Work
- 1.2.7 **Successful Proposer "or" Consultant** means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFQ.

### **1.3 Issuance of Addenda**

If this RFQ is amended, the County will issue an appropriate addendum to the RFQ. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

### **1.4 Florida Public Records Law and Confidentiality**

- 1.4.1. By submitting a Proposal in response to this RFQ, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 1.4.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 1.4.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the second County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 1.4.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to this RFQ and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

**1.5 Right to Protest**

Any Proposer who desires to formally protest shall follow the procedures outlined in Wakulla County, Part II – Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.257 (16) – Competitive purchases/RFQs, incorporated by reference.

**1.6 Requests for Clarification and Assistance**

All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) and received in accordance with Section 3.0, Schedule of Events and must be directed to:

**Questions:** Natalie Knowles  
Contract and Procurement Coordinator  
850-926-0919 X 719  
[nknowles@mywakulla.com](mailto:nknowles@mywakulla.com)

**Mailing Address:** Wakulla County Board of County Commissioners  
Attn: RFQ 2019-06  
P.O. Box 1263  
3093 Crawfordville Highway  
Crawfordville, FL 32327

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) issued.

**1.7 ADA - Special Accommodations**

Any person requiring special accommodations by the County due to a disability should call the County Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). Purchasing Office telephone number is: 850-926-0919.

**1.8 Proposer's Responsibility**

1.8.1. It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFQ.

1.8.2. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

1.8.3. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's risk.

**1.9 Indemnification and Hold Harmless (ref: Appendix C-1)**

1.9.1. The Proposer agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Proposer employees and/or agents.

1.9.2. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses from such delay.

1.9.3. The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

**1.10 Right of Rejection**

The County reserves the right to reject any and all Proposals or to waive informalities and negotiate with the apparent lowest, responsive, qualified and responsible Proposer. Furthermore, the County reserves the right to withdraw this RFQ at any time prior to final award and execution of a Contract. The County is not liable for any costs incurred by a Proposer prior to full execution of the Contract.

**1.11 Public Entity Crimes (ref: Appendix C-2)**

As required by section 287.133 (2)(a), Florida Statutes, 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 proposal or contract to provide any goods or services to a public entity, may not

submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.107, Florida Statutes for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

**1.12 Small, Minority and Woman-Owned Business Enterprise**

Certification as a minority business enterprise for the purpose of this RFQ is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification.

**1.13 Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)**

1.13.1 The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.13.2 Any business submitting a Proposal in response is required to be an Equal Employment Opportunity/Affirmative Action employer and must require the same of any subcontractors hired under pursuant to the RFQ. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity/Affirmative Action Statement.

**1.14 Not Applicable to this RFQ**

**1.15 Drug Free Workplace (ref: Appendix C-4)**

1.15.1 The County certifies that it is a Drug Free Workplace.

1.15.2 Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.15.3 Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under this RFQ a copy of the statement specified in subsection (a) above.



- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFQ, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.
- e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**1.16 Conflicts of Interest (ref: Appendix C-5)**

An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee or agent is also an officer or an employee of the County.

**1.17 Non-Collusion (ref: Appendix C-6)**

Each Proposer is required to sign and have notarized by a Florida Notary a "Non-collusion Affidavit."

**1.18 Ethical Business Practices (ref: Appendix C-7)**

1.18.1 The County reserves the right to deny award or immediately suspend any contract resulting from this RFQ or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.18.2 **Gratuities.** It shall be unethical for any person to offer, give or agree to give any County employee, or for any County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFQ or proposal thereof.

1.18.3 **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.18.4 A Proposer is required to certify an Ethics Clause and submit with its Proposal.

**1.19 Subcontracting (ref: Appendix C-8)**

- 1.19.1 Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.
- 1.19.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.
- 1.19.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.
- 1.19.4 A Proposer must list any proposed subcontractors with addresses, contact information and services to be provided and submit with its Proposal.

**1.20 Withdrawal or Modification of Proposals**

A Proposal may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened.

**1.21 Status Of Contractor**

The Proposer shall, at all times relevant to a contract as a result of this RFQ, be an independent contractor and in no event shall the Proposer, nor any employees or subcontractors under it, be considered to be employees of the County.

**1.22 Registered to Do Business in the State of Florida**

A Proposer seeking to do business with the County shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html> The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

**1.23 Debarment and Suspension (ref: Appendix C-9)**

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

**1.24 Employment Eligibility Verification (ref: Appendix C-10)**

- 1.24.1 The successful Proposer shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term, and shall expressly require same of subcontractors.

1.24.2 The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RPF and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the County or other authorized federal or state entity consistent with the terms of this RFQ and Contract.

**1.25 Venue**

Venue for all actions arising under the RFQ and subsequent Contract shall lie in Wakulla County, Florida, United States.

**1.26 Construction**

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida.

**1.27 Order of Precedence**

The provisions of the RFQ, successful firm's proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFQ and Contract. In the event of an inconsistency between the provisions of the RFQ or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida.
- b. RFQ and all of its addendums and attachments.
- c. Successful firm's proposal.

**1.28 Term of the Contract and Termination**

1.28.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective until August 31, 2021.

1.28.2 The Contract may be extended by written agreement beyond the original contract period. The extension shall be exercised only if all prices terms and conditions remain the same and approval is granted by the BoCC. The County reserves the right to re-negotiate rates based on current market conditions.

1.28.2 The County may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

**1.29 Insurance Requirements (ref: *Appendix D, Contract*)**

1.29.1 Prior to commencing Services, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to

person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions incorporated into this RFQ as Appendix D.

**1.29.2 Verification of Coverage (ref: Appendix C-11)**

Proposer shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before the Services commence.

**1.29.3 Subcontractors**

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

**1.30 Comments on Proposed Contract (ref: Appendix C-14)**

Any exceptions to the proposed Contract must be noted in Bid Form C-14 (Appendix C). The County is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Bidder's exception and modification are rejected by the County during the technical question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

**SECTION 2.0 CONE OF SILENCE**

- 2.1 A Cone of Silence will be in effect for this RFQ beginning with the advertisement date, March 7, 2019.
- 2.2 The prospective Proposer shall not have any communication with any County personnel. No interpretation of the meaning of the plans, specifications or RFQ shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal affect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the COUNTY, to be given consideration. All such request for interpretations or clarifications must be received in writing in accordance with Section 3.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 3.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFQ Document(s).

### **3.0 SCHEDULE OF EVENTS**

***All times listed in the Schedule of Events are Eastern Standard Time (EST).***

<u>Event</u>	<u>Date/Time</u>
RFQ Advertised	March 7, 2019
RFQ Released	March 7, 2019
Technical Questions Due from Prospective Respondents	March 21, 2019
Responses to technical questions posted	April 3, 2019
<b>PROPOSALS DUE TO BOCC</b>	<b>April 15, 2019 @ 3:00 PM</b>
Oral presentations	May 1 & 2, 2019
Posting of Intended Award	May 8, 2019
Board Consideration of Intended Award	May 20, 2019
Posting of Notice of Award	May 21, 2019

3.1 An addendum to this RFQ will be issued if any of the date(s) and/or time(s) change, unless the date(s) fall after the date the RFQ Proposal(s) are due. Specific dates/time(s) will be determined at each phase.

### **SCOPE OF WORK**

#### **4.1 General**

- 4.1.1 The selected firm shall be capable of responding to any requirements of any federal or state regulatory agency, the County Administrator, County staff, and the BoCC.
- 4.1.2 The selected firm should be headquartered or have a Florida Regional office within 50 miles of Wakulla County, and must be capable of having its staff on the project within three hours if needed.
- 4.1.3 Time charged to the County for projects shall not include time spent traveling from the firm's office to Wakulla County.
- 4.1.4 Licensure
  - a. All services are to be performed by persons appropriately licensed or registered under federal, state and/or county laws governing the practice of the Professional Services, and shall be consistent with federal, state and county standards, specifications and construction requirements.
  - b. Interested firms or individuals shall be licensed pursuant to Florida Statutes, Chapters 471 and 472 for engineering firms.
- 4.1.5 The project focus area includes both the basin management action plan (BMAP) and the priority focus areas (PFA).
- 4.1.6 Contract negotiations will begin within approximately thirty (30) days after submission of a response. Comments on the proposed contract should be submitted on Appendix C-14 and included with the bidder's proposal. The request for changes to the proposed

contract will be submitted to the County's legal department for review. The amount of time the negotiation process will take is dependent on how quickly legal and the Proposer can agree on the requested changes. This process could delay the Board consideration of the award.

- 4.1.7 Public meetings, as required by the Project, are expected to be held in Wakulla County at a County facility as arranged by the Proposer and County officials. The number of public meetings needed will be at the discretion of the Proposer in conjunction with County input.
- 4.1.8 Proposer should present potential financing options for the recommended alternative such as grant and/or loan programs and recommend local revenue generating options such as readiness to serve or other fees that are not currently in place. Proposer should include comments on current fees being collected.
- 4.1.9 The wastewater treatment feasibility analysis described in the scope of work for RFQ 2019-06 is solely funded by a grant issued by the Department of Environmental Protection, see Exhibit Three.
- 4.1.10 The Florida Department of Health collects and maintains records of sewer and septic installation and usage. This information can be found at <http://www.floridahealth.gov/environmental-health/onsite-sewage/research/FLWMI/>

#### **4.2 Background**

Wakulla County has been identified by the Department of Environmental Protection as a stakeholder under the Florida Springs and Aquifer Protection Act. As a stakeholder, the Department has determined that upgrade or elimination of septic systems is necessary to achieve nutrient water quality objectives. The development of a master wastewater treatment feasibility analysis to establish specific strategies for implementing actions to lessen nutrient impact of septic systems is vital to preserve water quality.

#### **4.3 Scope of Work**

Wakulla County requests proposals for a wastewater treatment feasibility analysis by individuals and/or organization(s) that fulfill **ALL** of the following requirements:

- A. Inventory and describe existing septic systems and wastewater infrastructure, including but not limited to a) number of systems; b) system locations and lot sizes, which may be grouped by neighborhood, subdivision, or other unifying aggregation; c) location, age, and types of existing wastewater systems, including collection, transmission, treatment, and reuse/disposal facilities; and d) average current flow and overall capacity of existing wastewater treatment and reuse/disposal systems. The location of septic systems and wastewater infrastructure should be clearly identified on a map/GIS layer.
- B. Document the wastewater infrastructure needed to meet the remediation requirements set forth in Exhibit B of the (basin management action plan) BMAP. The documentation should account for the BMAP requirements, expected population

growth and development patterns, infrastructure replacement or expansion needs, water resource demands, and other relevant factors. The anticipated need for facilities may be broken into five-year increments, or other appropriate phases, given the uncertainties associated with long-term projections, but the analysis must account for the full timeframe of 20 years.

- C. Identify septic systems within priority focus and BMAP areas that require remediation as identified in the BMAP Exhibit B, including those a) to be eliminated in favor of central wastewater service and b) to be remediated through the addition of features achieving enhanced treatment of nitrogen. Also identify those systems, if any, that are not expected to be eliminated or upgraded. The location and proposed disposition of all septic systems must be clearly identified on a map/GIS layer. (Information on enhanced onsite systems is included in the BMAP and through the Florida Department of Health at <http://www.floridahealth.gov/environmental-health/onsite-sewage/products/index.html>.)
- D. Document a cost comparison of alternative strategies that would achieve remediation objectives using a present-worth analysis. The strategies must be designed to achieve the objectives of BMAP Exhibit B. They must address those septic systems to be eliminated in favor of central wastewater service, those onsite systems to be remediated with enhanced nitrogen-reducing features, and those that are not expected to be eliminated or upgraded. (Note that new onsite systems on lots of less than one acre are prohibited by subsection 373.811(2), F.S., unless allowed under the BMAP remediation plan.)
- E. Explain the recommended alternative to be implemented, including the proposed implementation timeline, and reflect project locations using clear maps/GIS layers. The recommended alternative may involve a variety of different strategies consistent with the BMAP remediation plan.
- F. Identify project service area(s) and census tracts associated with the recommended alternative.
- G. Identify public meetings that have been or will be held to explain proposed projects, capital costs, and potential financial impact on homeowners and rate payers. Include public notices and meeting minutes for any meetings that have been held.
- H. Discuss the decision-making and rationale for the recommended alternative. Include an analysis of public acceptance for sewerage projects.

- I. Describe the wastewater facilities and estimated capital costs, operation and maintenance costs, and repair and replacement costs for the recommended alternative. Describe the septic system upgrades for the recommended alternative and identify the estimated cost of the upgrades, including operation and maintenance, to affected homeowners. Also describe costs, if any, to homeowners proposed to remain on existing septic systems.
- J. Discuss a range of potential financing options for the recommended alternative, including local revenue generation options and potential external sources of funding such as federal and state government or water management district programs. A guide to sources of financial assistance is available from the Department at [https://floridadep.gov/sites/default/files/Funding\\_Florida\\_DWRA.pdf](https://floridadep.gov/sites/default/files/Funding_Florida_DWRA.pdf).
- K. Identify environmental and economic impacts and benefits of proposed project(s). (Consider that environmental benefits have economic value, whether as the result of making reclaimed water available, improving property values, increasing tourism, etc.)
- L. Identify options for providing financial assistance to property owners who would be required to install nutrient-reducing systems or connect to central wastewater facilities. Plan coverage may be limited to property owners in specific economic circumstances or based on other priority factors.
- M. Identify the sites necessary to complete projects and whether they are available and under the legal control of the relevant entity, or whether site acquisition is necessary.
- N. List interagency agreements, service agreements, or local contracts necessary to implement proposed projects. As noted previously, interlocal government cooperation is encouraged.

**The wastewater treatment feasibility analysis report must address each item listed in the scope of work and the final report shall be signed by a professional engineer.**

## **5.0 PROPOSAL RESPONSE REQUIREMENTS**

### **5.1 Overview**

- 5.1.1 The County has established certain mandatory requirements that must be included as part of any response. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFQ indicates a mandatory requirement or condition. The words "should" or "may" in this RFQ indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.



5.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer's whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.

5.1.3 The County reserves the right to determine which proposals meet the material requirements of the RFQ and which proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all proposals and seek new proposals when it is in the best interest of the County to do so.

## **5.2 Instructions to Proposers**

5.2.1 The Proposal should address the requirements in a clear and concise manner in the order stated herein.

5.2.2 Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

5.2.3 The County reserves the right to seek additional/supplemental representation on specific issues as needed.

5.2.4 Proposals must be typed. No changes in or corrections to proposals will be allowed after the proposals are opened.

5.2.5 The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.

5.2.6 The County shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

## **5.3 PROPOSAL CONSTRUCTION**

5.3.1 Proposer's shall construct its Proposal in the following format as outlined below and a divider must separate each section as prescribed. Required forms can be provided in Microsoft Word format upon request of the Proposer. Contact the Procurement office at (850) 926-0919 or email [nknowles@mywakulla.com](mailto:nknowles@mywakulla.com).

### **5.3.2 Proposal**

The Proposal and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide one (1) original, four (4) complete paper copies, **and** one (1)

electronic copy (USB flash drive) of the Proposal for services defined herein for the term of the contract.

***TRANSMITTAL LETTER ON THE FIRMS LETTERHEAD (Re: Appendix A) to include TABLE of CONTENTS***

**TAB 1 – EXECUTIVE SUMMARY**

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm's or individual's understanding as to the County's needs relative to the this RFQ, including a typical project approach and a statement as the firm's commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
  - Address of the office from which work is to be performed.
  - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
  - MBE State Certification

***This executive summary should be no more than 10 (ten) pages.***

**TAB 2 – ABILITY OF PERSONNEL**

Provide an organizational profile of the firm and a listing of key personnel who will be assigned to provide the Professional Services. Include each individuals name, function with the firm, years of experience with the firm, education, and **years of experience specific to the Professional Services being offered**. Professional resume and any professional certificates or licenses held should be included for each individual listed.

**TAB 3 – EXPERIENCE OF FIRM AND REFERENCES**

- Provide a detailed list and examples of relevant experience and qualifications for the Professional Services being offered.
- Permitting: provide a description of the firms experience in dealing with federal, state and local permitting and regulatory agencies.
- Provide four (4) projects completed within the last ten (10) years of the same or a similar nature of the Professional Services being offered. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.

**TAB 4 – AVAILABILITY OF WORKLOAD AND WILLINGNESS TO MEET TIME REQUIREMENT**

Provide current and projected description of current and projected workload.

**TAB 5 – SUBCONTRACTORS (ref: Appendix C-8)**

At a minimum name ALL subcontractors (to include prime and sub-contractors) that will potentially be used on this project and the services to be provided.

**TAB 6 - REQUIRED DOCUMENTS AND CERTIFICATIONS**

- a. MBE State Certification Documentation if applicable.
- b. Refer to Appendix B for a checklist and list of all required documents and certifications to be included under this Tab.

**6.0 Delivery of Proposals**

6.1 All **proposals** must be bound and delivered **SEALED** to the County at the address shown below no later than the time and date set for receipt of proposals in Section 3.0, Schedule of Events. Failure to comply with this or any other paragraph of this RFQ shall be sufficient reason for rejection of the proposal.

6.2 Deliver OR mail the **PROPOSAL** in an envelope/package to:  
**WAKULLA COUNTY PURCHASING OFFICE**  
**ATTN: RFQ 2019-06**  
**3093 CRAWFORDVILLE HIGHWAY (express mail or hand delivery)**  
**P.O. BOX 1263 (US Mail)**  
**CRAWFORDVILLE, FL 32326**

6.3 The front lower left corner of each **SEALED** envelope/package shall contain the following information for proper identification:

<p><b>PROPOSAL</b> RFQ NO: 2019-06 Professional Engineering Services DUE NO LATER THAN: April 15, 2019 @ 3:00 EST</p>
---

- a. For time and date set for receipt of proposals see Section 3.0, Schedule of Events.
- b. Include name and address of Proposer on each sealed envelope/package.
- c. If more than one package, number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".

6.4 All Proposals received will be recorded and date stamped at the Wakulla County office located at 3093 Crawfordville Highway, Crawfordville, Florida 32327. The responsibility for submitting the Proposal to the County Procurement Office no later than the specified time and date is solely that of the Proposer. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

6.5 **Submission of Proposals by fax or other electronic means WILL NOT be accepted. Late proposals will not be accepted.**

**SECTION 7.0 PROPOSAL OPENING**

7.1 All Proposals will be opened on the date and time indicated in Section 3.0, Schedule of Events.

**SECTION 8.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS**

- 8.1 Proposals to this RFQ that satisfy the required qualifications and are deemed to be responsive, responsible Proposals shall be ranked by a Selection Committee approved by the County Administrator.
- 8.2 In ranking proposals the Selection Committee shall evaluate the proposals on the basis of the information provided by the Proposer, and rank each proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFQ.
- 8.3 Responses to this RFQ not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Wakulla Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 8.4 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFQ using the following weighted criteria:

CRITERIA	SCORE
1. Experience with Similar Projects	20
2. Qualifications of firm and Key Staff	20
3. References on Recent Projects	20
4. Availability of Workload and Willingness to Meet Time Requirement	20
5. Project Approach	20
TOTAL	100

- 8.5 Proposers may be selected for interviews or oral presentations (shortlisted) as may be necessary. The County makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of oral presentations.
- 8.6 The Proposal deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.
- 8.7 The Wakulla County Board of Commissioners, or its designee, shall negotiate a contract with the selected Proposer in accordance with County policy and Florida Statutes.

8.8 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

**9.0 SECTION 9.0 INTENT TO AWARD AND CONTRACT EXECUTION**

9.1 The County reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

9.2 The construction, interpretation, and performance of this RFQ, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Agreement shall include all terms and conditions of this RFQ, any addenda, response, and the County's contract issued as a result of this RFQ.

9.3 The selected Proposer will be required to assume responsibility for all services offered in the proposal. The County will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

9.4 The Notice of Intent to Award will be posted on the County's website at [www.mywakulla.com](http://www.mywakulla.com) in accordance with the Schedule of Events and the County's Purchasing Policy.

9.5 After successful posting of the award for 72 hours, the County will negotiate a contract with the successful Proposer(s) in accordance with County policy, Florida Law, this RFQ and the successful Proposer's proposal.

9.6 The Notice of Award will be posted on the County's website at [www.mywakulla.com](http://www.mywakulla.com) in accordance with the Schedule of Events and the County's Purchasing Policy.

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING  
SERVICES**

**APPENDICES A-C**

**APPENDIX A  
PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

Charles Hess, Ph.D.  
Chairman

This Proposal in response to RFQ 2019-06 is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEID # \_\_\_\_\_

**LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:**

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

To: BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

**APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:**

Please submit the items on the following list and any other items required by any section of this RFQ. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ:

\_\_\_\_\_ A. Completed Proposal Response Cover Sheet with Signature (Appendix A)

\_\_\_\_\_ B. Checklist of Required Forms, Documents, Certifications (Appendix B)

\_\_\_\_\_ C. FORMS (Appendix C)

- \_\_\_\_\_ 1. Indemnification and Hold Harmless
- \_\_\_\_\_ 2. Public Entity Crimes Sworn Statement
- \_\_\_\_\_ 3. Equal Employment Opportunity/Affirmative Action Statement
- \_\_\_\_\_ 4. Drug Free Workplace Certification
- \_\_\_\_\_ 5. Disclosure Statement, Conflicts of Interest Disclosure
- \_\_\_\_\_ 6. Non-Collusion Affidavit
- \_\_\_\_\_ 7. Ethics Clause Certification
- \_\_\_\_\_ 8. List of Proposed Subcontractors and Services to be Performed
- \_\_\_\_\_ 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - Primary Covered Transactions
- \_\_\_\_\_ 10. E-Verify Compliance Certification
- \_\_\_\_\_ 11. Required Policy Endorsements and Documentation (Insurance Verification)
- \_\_\_\_\_ 12. References/Conflicts
- \_\_\_\_\_ 13. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- \_\_\_\_\_ 14. Comments on Proposed Contract

Appendix D. Contract Documents



**APPENDIX C-1  
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**APPENDIX C-2**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By : \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of entity submitting sworn statement]

Whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is . \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

\_\_\_\_\_

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of, 2019.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed,  
or stamped commissioned name of notary public

**APPENDIX C-3  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
  
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**APPENDIX C-4**  
**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX C-5  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

\_\_\_\_\_  
\_\_\_\_\_

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**APPENDIX C-6  
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_ (Name of Corporation, Partnership, Individual, etc.)

a, \_\_\_\_\_ formed under the laws of \_\_\_\_\_ (Type of Business) (State or Province)

of which he is \_\_\_\_\_ (Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_ AFFIANT'S NAME AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

\_\_\_\_\_ Notary Public

\_\_\_\_\_ (Print, Type or Stamp Commissioned Name of Notary Public)

**APPENDIX C-7  
ETHICS CLAUSE**

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

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization



**APPENDIX C-8  
LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED**

<b>Subcontract 1</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 2</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 3</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 5</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 6</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 7</b> Name: City/State/Zip Services to Perform and Percentage:

**APPENDIX C-9**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
  
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

\_\_\_\_\_  
Address

**APPENDIX C-10  
E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX C-11  
REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION**

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Wakulla County, Florida, its Officers, employees and volunteers)  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Wakulla County, Florida, its officers, employees and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,  
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place  Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Typed or Printed

Date \_\_\_\_\_ Title \_\_\_\_\_  
(Company Risk Mgr or Mgr with Risk Authority)

**APPENDIX C-12  
REFERENCE AND CONFLICTS FORM**

**Proposer Name:** \_\_\_\_\_

Proposers are required to submit with their Proposals references and conflicts in accordance with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required reference information. The BoCC/COUNTY reserves the right to contact any and all references in the course of this RFQ and make a responsibility determination, not subject to review or challenge.

**REFERENCES**

<b>FORMER CLIENTS and Project Description</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Alternate Contact Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description of Work:</b>	
<b>Service Dates:</b>	

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Alternate Contact Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description of Work:</b>	
<b>Service Dates:</b>	

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Alternate Contact Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description of Work:</b>	
<b>Service Dates:</b>	

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Alternate Contact Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Description of Work:</b>	

Service Dates:	
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**CONFLICTS, IF APPLICABLE**

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**APPENDIX C-13. CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature/Authorized Certifying Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title



**APPENDIX C-14: COMMENTS ON PROPOSED CONTRACT**

Describe any anticipated problems with the contract and your proposed solutions. If no anticipated problems were found, indicate that as well.

Contract Provision at Issue

Objection by Bidder

Suggested Resolution

**CONTRACT FOR PROFESSIONAL  
CONSULTING SERVICES**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (“BOARD”), a political subdivision of the State of Florida, located at 3093 Crawfordville Highway, Crawfordville, Florida 32327, and \_\_\_\_\_ whose principal place of business is at \_\_\_\_\_ (the “Consultant”), whose Federal I.D. number is \_\_\_\_\_, in connection with Wakulla County Request for Qualifications No. 2019-06 and the professional services set forth therein.

**WITNESSETH**

**WHEREAS**, the Board has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

**WHEREAS**, after due review of the proposals, the Board selected a firm for professional consulting services; and

**WHEREAS**, Consultant is the firm selected; and

**WHEREAS**, Wakulla County (“County”) desires to obtain the professional consulting services of the Consultant through August 31, 2021 for engineering study services.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the Board and the Consultant agree as follows:

**ARTICLE ONE  
CONSULTANT’S RESPONSIBILITY**

- 1.1. Consultant shall provide to County professional engineering consulting services for the duration of the Contract.
- 1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two for identified County projects (“Project”).
- 1.3. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Exhibit A, “Basis of Compensation” which is attached hereto and incorporated herein.
- 1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

\_\_\_\_\_  
\_\_\_\_\_

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.7 Consultant shall notify the County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.9. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict. At the County's request, Consultant shall, at no additional cost to County, re-perform

services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

## **ARTICLE TWO BASIC AND ADDITIONAL SERVICES OF CONSULTANT**

As authorized or required by the County, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the County as indicated in Article Five and Exhibit A. The following Section 2.1, is considered Basic Services and Section 2.2 is considered Additional Services:

### **2.1. Design Studies and Reports.**

Consultant shall:

- a. Consult with County to define and clarify County's requirements for the Project and available data.
- b. Advise County as to the necessity of County obtaining from Consultant Additional Services described in Article Two of this Agreement, including, but not limited to probings, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of County to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.

d. Identify and evaluate all reasonable alternate solutions available to County and, after consultation with County, recommend to County those solutions which in Consultant's judgment meet County's requirements for the Project.

e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to County which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by County, a summary of allowances for other items and services included within the definition of Total Project Costs.

f. Furnish three (3) review copies of the Report and any other deliverables to County within the timeframe established and review it with County.

g. Revise the Report and any other deliverables in response to County's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the County within the timeframe established.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by County, as appropriate.

## 2.2. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 Consultant shall furnish the following additional services:

a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.

b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, County's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida

Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.

- d. Providing renderings or models for County's use.
- e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting County in obtaining process licensing.
- f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.
- g. Services during out-of-town travel required of Consultant and directed by County, other than visits to the Project site or County's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for County in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- l. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

### **ARTICLE THREE COUNTY'S RESPONSIBILITIES**

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to

issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services;  
or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

Brandy King, Fiscal Operations Director

3093 Crawfordville Highway, Crawfordville, FL 32327

**ARTICLE FOUR  
TERM AND TIME**

4.1 The term of this Agreement shall commence on \_\_\_\_\_ and continue until August 31, 2021, unless otherwise terminated as provided herein. At the County's sole discretion, the term of this Agreement may be extended for an additional one (1) year term under the same terms and conditions as provided herein.

4.2 Services to be rendered by Consultant shall be commenced subsequent to the execution of written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule.

4.3 Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5 Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

**ARTICLE FIVE  
COMPENSATION**

5.1 Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.



5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the Contract without prior approval of the Board. The Consultant shall notify the County's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the Contract and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

5.6 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

## **ARTICLE SIX WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as

unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

## **ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

## **ARTICLE EIGHT TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

## **ARTICLE NINE PERSONNEL**

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

**ARTICLE TEN  
SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE ELEVEN  
FEDERAL AND STATE TAX**

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE TWELVE  
OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

b. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the County.

d. Transfer, at no cost, to County all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the County.

e. If Consultant does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919, [JWelch@MYWAKULLA.COM](mailto:JWelch@MYWAKULLA.COM), 3093 CRAWFORDVILLE HIGHWAY, CRAWFORDVILLE, FL, 32327.**

### **ARTICLE THIRTEEN MAINTENANCE OF RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

### **ARTICLE FOURTEEN INSURANCE**

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance

policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

14.2. The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by County, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to County that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Consultant sixty (60) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- f. The County shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. Wakulla County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.
- g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by County

during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against Wakulla County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

## **ARTICLE FIFTEEN INDEMNIFICATION**

15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Contract.

15.2. The Consultant agrees to indemnify and hold harmless the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from (a) any breach or misconduct by the Consultant of this Contract, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the negligent performance of this Contract by the Consultant and the Consultant's agents, employees, invitees, and (d) Consultant acknowledges and agrees that County would not enter into this Contract without this indemnification of County by Consultant, and that County's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.



15.4 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

**ARTICLE SIXTEEN  
SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

**ARTICLE SEVENTEEN  
REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Wakulla County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE EIGHTEEN  
CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Administrator as to whether the association, interest or circumstance would be reviewed by the County Administrator as constituting a conflict of interest if entered into by the Consultant. The County Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Administrator's notice to

the Consultant. If, in the opinion of the County Administrator or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Administrator or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN  
DEBT**

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY  
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE TWENTY-ONE  
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO  
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE  
MODIFICATION OF SCOPE OF WORK**

23.1. Consultant shall expediently perform work as defined in Exhibit B, within the schedule indicated in the Contract in accordance with Article Four above. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto.

Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

#### **ARTICLE TWENTY-FOUR MODIFICATION**

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

#### **ARTICLE TWENTY FIVE MISCELLANEOUS**

25.1. Consultant, in representing County, shall promote the best interest of County and assume towards County a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

25.8. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

#### **ARTICLE TWENTY-SIX SEVERABILITY**

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals the day and year first above written.

**CONSULTANT**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(printed)

**BOARD OF COUNTY COMMISSIONERS OF  
WAKULLA COUNTY, FLORIDA**

\_\_\_\_\_  
Ralph Thomas, Chair

\_\_\_\_\_  
Clerk of Court

Approved as to form

\_\_\_\_\_  
Heather J. Encinosa, County Attorney

**EXHIBIT A**  
**BASIS OF COMPENSATION**

## **BASIS OF COMPENSATION**

### **A.1. Basic Services Outlined In Section 2.1 of this Agreement:**

- A.1.1. As consideration for providing Basic Services as set forth in Article Two, Section 2.1, the County agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within the Contract. The employee rates included in the lump sum fees shall be based upon the Consultant's Employee Hourly Rate Schedule for employee's working under this Agreement, which is attached hereto.
- A.1.2. Payment for Basic Services under Section 2.1, of this Agreement shall be paid on a lump sum basis in accordance with set milestones as set forth in Consultant's proposal in equal monthly installments based upon the estimated time for completion of the services.

### **A.2. Additional Services Outlined in Section 2.2 of this Agreement:**

- A.2.1. As consideration for providing approved Additional Services set forth in Section 2.2 of this Agreement, County agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis. Payments for services provided under Section 2.2 of this Agreement shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Agreement, which is attached hereto. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule" provided such overtime work is approved by County in advance whenever possible and not due to Consultant's own fault or neglect.
- A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Additional Services under Section 2.2, in the interest of a Project, listed in the following sub-paragraphs:
  - (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office;
  - (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Section 2.1 of Basic Services;
  - (c) when authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
  - (d) expenses for renderings, models and mock-ups requested by County.
- A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:
  - (a) expenses for transportation and subsistence;

- (b) overhead, including field office facilities;
- (c) overtime not authorized by County; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

**A.3. Payments**

- A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in duplicate form and manner required by County.
- A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for County's budgeting, authorizing and monitoring of expenditures under this Agreement.
- A.3.3. As compensation for coordinating subconsultant activities for County, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Section 2.2 of this Agreement. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Section 2.1.



**CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE**  
**[TO BE PROVIDED BY CONSULTANT]**

Staff	Rate (Hourly)
i.e. Engineer	\$175.00

**EXHIBIT B**  
**SCOPE OF SERVICES**

Wakulla County requests proposals for a wastewater treatment feasibility analysis by individuals and/or organization(s) that fulfill ALL of the following requirements:

- A. Inventory and describe existing septic systems and wastewater infrastructure, including but not limited to a) number of systems; b) system locations and lot sizes, which may be grouped by neighborhood, subdivision, or other unifying aggregation; c) location, age, and types of existing wastewater systems, including collection, transmission, treatment, and reuse/disposal facilities; and d) average current flow and overall capacity of existing wastewater treatment and reuse/disposal systems. The location of septic systems and wastewater infrastructure should be clearly identified on a map/GIS layer.
- B. Document the wastewater infrastructure needed to meet the remediation requirements set forth in Exhibit B of the (basin management action plan) BMAP. The documentation should account for the BMAP requirements, expected population growth and development patterns, infrastructure replacement or expansion needs, water resource demands, and other relevant factors. The anticipated need for facilities may be broken into five-year increments, or other appropriate phases, given the uncertainties associated with long-term projections, but the analysis must account for the full timeframe of 20 years.
- C. Identify septic systems within priority focus and BMAP areas that require remediation as identified in the BMAP Exhibit B, including those a) to be eliminated in favor of central wastewater service and b) to be remediated through the addition of features achieving enhanced treatment of nitrogen. Also identify those systems, if any, that are not expected to be eliminated or upgraded. The location and proposed disposition of all septic systems must be clearly identified on a map/GIS layer. (Information on enhanced onsite systems is included in the BMAP and through the Florida Department of Health at <http://www.floridahealth.gov/environmental-health/onsite-sewage/products/index.html>.)
- D. Document a cost comparison of alternative strategies that would achieve remediation objectives using a present-worth analysis. The strategies must be designed to achieve the objectives of BMAP Exhibit B. They must address those septic systems to be eliminated in favor of central wastewater service, those onsite systems to be remediated with enhanced nitrogen-reducing features, and those that are not expected to be eliminated or upgraded. (Note that new onsite systems on lots of less than one acre are prohibited by subsection 373.811(2), F.S., unless allowed under the BMAP remediation plan.)

- E. Explain the recommended alternative to be implemented, including the proposed implementation timeline, and reflect project locations using clear maps/GIS layers. The recommended alternative may involve a variety of different strategies consistent with the BMAP remediation plan.
- F. Identify project service area(s) and census tracts associated with the recommended alternative.
- G. Identify public meetings that have been or will be held to explain proposed projects, capital costs, and potential financial impact on homeowners and rate payers. Include public notices and meeting minutes for any meetings that have been held.
- H. Discuss the decision-making and rationale for the recommended alternative. Include an analysis of public acceptance for sewerage projects.
- I. Describe the wastewater facilities and estimated capital costs, operation and maintenance costs, and repair and replacement costs for the recommended alternative. Describe the septic system upgrades for the recommended alternative and identify the estimated cost of the upgrades, including operation and maintenance, to affected homeowners. Also describe costs, if any, to homeowners proposed to remain on existing septic systems.
- J. Discuss a range of potential financing options for the recommended alternative, including local revenue generation options and potential external sources of funding such as federal and state government or water management district programs. A guide to sources of financial assistance is available from the Department at [https://floridadep.gov/sites/default/files/Funding\\_Florida\\_DWRA.pdf](https://floridadep.gov/sites/default/files/Funding_Florida_DWRA.pdf).
- K. Identify environmental and economic impacts and benefits of proposed project(s). (Consider that environmental benefits have economic value, whether as the result of making reclaimed water available, improving property values, increasing tourism, etc.)
- L. Identify options for providing financial assistance to property owners who would be required to install nutrient-reducing systems or connect to central wastewater facilities. Plan coverage may be limited to property owners in specific economic circumstances or based on other priority factors.
- M. Identify the sites necessary to complete projects and whether they are available and under the legal control of the relevant entity, or whether site acquisition is necessary.

N. List interagency agreements, service agreements, or local contracts necessary to implement proposed projects. As noted previously, interlocal government cooperation is encouraged.



**LEGAL ADVERTISEMENT**

**WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS  
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES  
REQUEST FOR QUALIFICATIONS RFQ 2019-06**

**ADVERTISEMENT BEGIN DATE: MARCH 7, 2019**

**RELEASE DATE: MARCH 7, 2019**

**BIDS DUE TO BOCC: APRIL 15, 2019**

Wakulla County BOCC is soliciting proposals from qualified businesses registered to do business in the State of Florida to submit qualifications for professional engineering services. Proposals will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **3:00 P.M.**, Local Time, on **MONDAY, April 15, 2019** at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County is known as: **Request for Qualifications for Professional Engineering Services**. The specifications of this procurement are stated in the **RFQ 2019-06**.

The RFQ and any addenda issued will be posted to the County's Website at [www.mywakulla.com](http://www.mywakulla.com) or can be obtained by contacting the County Purchasing Office at 850-926-0919 or [nknowles@mywakulla.com](mailto:nknowles@mywakulla.com).

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, Wakulla County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Wakulla County selects -- with all decisions being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was bid.

Wakulla County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

- ***Wakulla County is an Equal Opportunity Employer***
- ***MBE/WBE businesses are encouraged to participate***
- ***Wakulla County strictly enforces open and fair competition***

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 950-926-0919 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

*Upper Wakulla River and  
Wakulla Spring  
Basin Management Action Plan*

**Division of Environmental Assessment and Restoration  
Water Quality Restoration Program  
Florida Department of Environmental Protection**

with participation from the  
**Wakulla Stakeholders**

**June 2018**

2600 Blair Stone Rd.  
Tallahassee, FL 32399  
[floridadep.gov](http://floridadep.gov)





## Acknowledgments

The Florida Department of Environmental Protection adopted the *Upper Wakulla River and Wakulla Spring Basin Management Action Plan* by Secretarial Order as part of its statewide watershed management approach to restore and protect Florida's water quality. The plan was developed in coordination with stakeholders, identified below, with participation from affected local, regional, and state governmental interests; elected officials and citizens; and private interests.

**Florida Department of Environmental Protection**  
 Noah Valenstein, Secretary

**Table A-1. Upper Wakulla River and Wakulla Spring stakeholders**

Type of Entity	Name
<b>Responsible Stakeholders</b>	Agricultural Producers Leon County Wakulla County City of Tallahassee Florida Department of Transportation District 3 Gadsden County Jefferson County City of Gretna City of Midway City of Quincy Town of Havana Federal Correctional Institution, Tallahassee Florida Agricultural and Mechanical University Florida State University Tallahassee Community College Talquin Electric Cooperative
<b>Responsible Agencies</b>	Florida Department of Agriculture and Consumer Services Florida Department of Environmental Protection, including Wakulla Spring State Park Florida Department of Health Leon County Health Department Northwest Florida Water Management District Wakulla County Health Department
<b>OSTDS Advisory Committee</b>	City of Tallahassee Community Leader Florida Department of Health Leon County Florida Department of Health Wakulla County Florida Onsite Wastewater Association Friends of Wakulla Springs Home Builder Industry Leon County Talquin Electric Cooperative Wakulla County Wakulla Springs Alliance

<b>Type of Entity</b>	<b>Name</b>
<b>Other Interested Stakeholders</b>	1000 Friends of Florida Citizens Florida Department of Economic Opportunity Friends of Wakulla Spring Wakulla Spring Alliance

See **Appendix A** for links to important sources referenced in this document. For additional information on total maximum daily loads and nutrient management strategies for the Upper Wakulla River and Wakulla Spring, contact:

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Phone: (850) 245-8460

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## List of Acronyms and Abbreviations

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Ac	Acre
AWT	Advanced Wastewater Treatment
ATU	Aerobic Treatment Unit
BAF	Biochemical Attenuation Factor
BMAP	Basin Management Action Plan
BMPs	Best Management Practices
CASTNET	Clean Air Status and Trends Network
cfs	Cubic Feet Per Second
CMAQ	Community Multiscale Air Quality
CRF	Controlled-Release Fertilizer
DEP	Florida Department of Environmental Protection
DMR	Discharge Monthly Report
DO	Dissolved Oxygen
F.A.C.	Florida Administrative Code
F.A.R.	Florida Administrative Register
FDACS	Florida Department of Agriculture and Consumer Services
FDOH	Florida Department of Health
FF	Farm Fertilizer
FGS	Florida Geological Survey
FLUCCS	Florida Land Use Cover and Forms Classification System
FOWA	Florida Onsite Wastewater Association
F.S.	Florida Statutes
FSAID	Florida Statewide Agricultural Irrigation Demand
FY	Fiscal Year
FYN	Florida Yards and Neighborhoods
GIS	Geographic Information System
gpd	Gallons Per Day
HA	Habitat Assessment
IA	Implementation Assurance
ILG	Irrigation Lands Geodatabase
IV	Implementation Verification
in/yr	Inch Per Year
lb	Pound
lb-N/yr	Pounds of Nitrogen Per Year
lb-N/yr/ac	Pounds of Nitrogen Per Year Per Acre
LID	Low-Impact Development
LVS	Linear Vegetation Survey
LW	Livestock Waste
MFL	Minimum Flow and Level
mgd	Million Gallons Per Day
mg/L	Milligrams Per Liter

N	Nitrogen
N/A	Not Applicable
NADP	National Atmospheric Deposition Program
NELAC	National Environmental Accreditation Conference
NELAP	National Environmental Accreditation Program
NNC	Numeric Nutrient Criteria
NOI	Notice of Intent
NPDES	National Pollutant Discharge and Elimination System
NSF	NSF International (formerly National Sanitation Foundation)
NSILT	Nitrogen Source Inventory Loading Tool
NTN	National Trends Network
NFWFMD	Northwest Florida Water Management District
OAWP	Office of Agricultural Water Policy (FDACS)
OFS	Outstanding Florida Spring
OFW	Outstanding Florida Water
OSTDS	Onsite Sewage Treatment and Disposal System
PBTS	Performance-Based Treatment System
PFA	Priority Focus Area
PSA	Public Service Announcement
QA/QC	Quality Assurance/Quality Control
RD	Rural Development
RIB	Rapid Infiltration Basin
RPS	Rapid Periphyton Survey
SBIO	DEP Statewide Biological Database
SCI	Stream Condition Index
SOP	Standard Operating Procedure
STF	Sports Turfgrass Fertilizer
STORET	Florida Storage and Retrieval System
SWFWMD	Southwest Florida Water Management District
SWIM	Surface Water Improvement and Management
TDEP	Total Atmospheric Deposition Model
TMDL	Total Maximum Daily Load
TN	Total Nitrogen
TP	Total Phosphorus
UFA	Upper Floridan aquifer
UF-IFAS	University of Florida Institute of Food and Agricultural Sciences
USDA	U.S. Department of Agriculture
USGS	U.S. Geological Survey
UTF	Urban Turfgrass Fertilizer
WAFR	Wastewater Facility Regulation (Database)
WBID	Waterbody Identification (Number)
WIN	Florida Watershed Information Network Database
WMD	Water Management District



WWTF      Wastewater Treatment Facility  
WWTP      Wastewater Treatment Plant  
yr          Year

## **Executive Summary**

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### **Upper Wakulla River and Wakulla Spring Basin**

The Florida Springs and Aquifer Protection Act (Chapter 373, Part VIII, Florida Statutes [F.S.]), provides for the protection and restoration of Outstanding Florida Springs (OFS), which comprise 24 first magnitude springs, 6 additional named springs, and their associated spring runs. The Florida Department of Environmental Protection (DEP) has assessed water quality in each OFS and determined that 24 of the 30 OFS are impaired for the nitrate form of nitrogen. Wakulla Spring is an impaired first magnitude OFS.

The Upper Wakulla River and Wakulla Spring are located in in the Big Bend area of Florida in Gadsden, Jefferson, Leon, and Wakulla Counties. The Upper Wakulla River and Wakulla Spring Basin Management Action Plan (BMAP) focuses on the portion of the springshed located in Florida, referred to as the BMAP area (**Figure ES-1**). The BMAP area is approximately 848,445 acres, or 1,325 square miles. Wakulla Spring is the main source of water to Wakulla River, which flows southward and joins the St. Marks River before discharging into Apalachee Bay. The BMAP area extent of Upper Wakulla River ends at the Highway 98 Bridge. Major centers of population in the basin include the cities of Tallahassee, Woodville, and Crawfordville.

### **Upper Wakulla River and Wakulla Spring Priority Focus Areas (PFAs)**

There are two PFAs (see **Appendix C**) in the Upper Wakulla River and Wakulla Spring Basin that are subareas within the BMAP boundary. These PFAs represent the areas in the basin where the aquifer is most vulnerable to inputs and where there are the most connections between groundwater and Wakulla Spring.

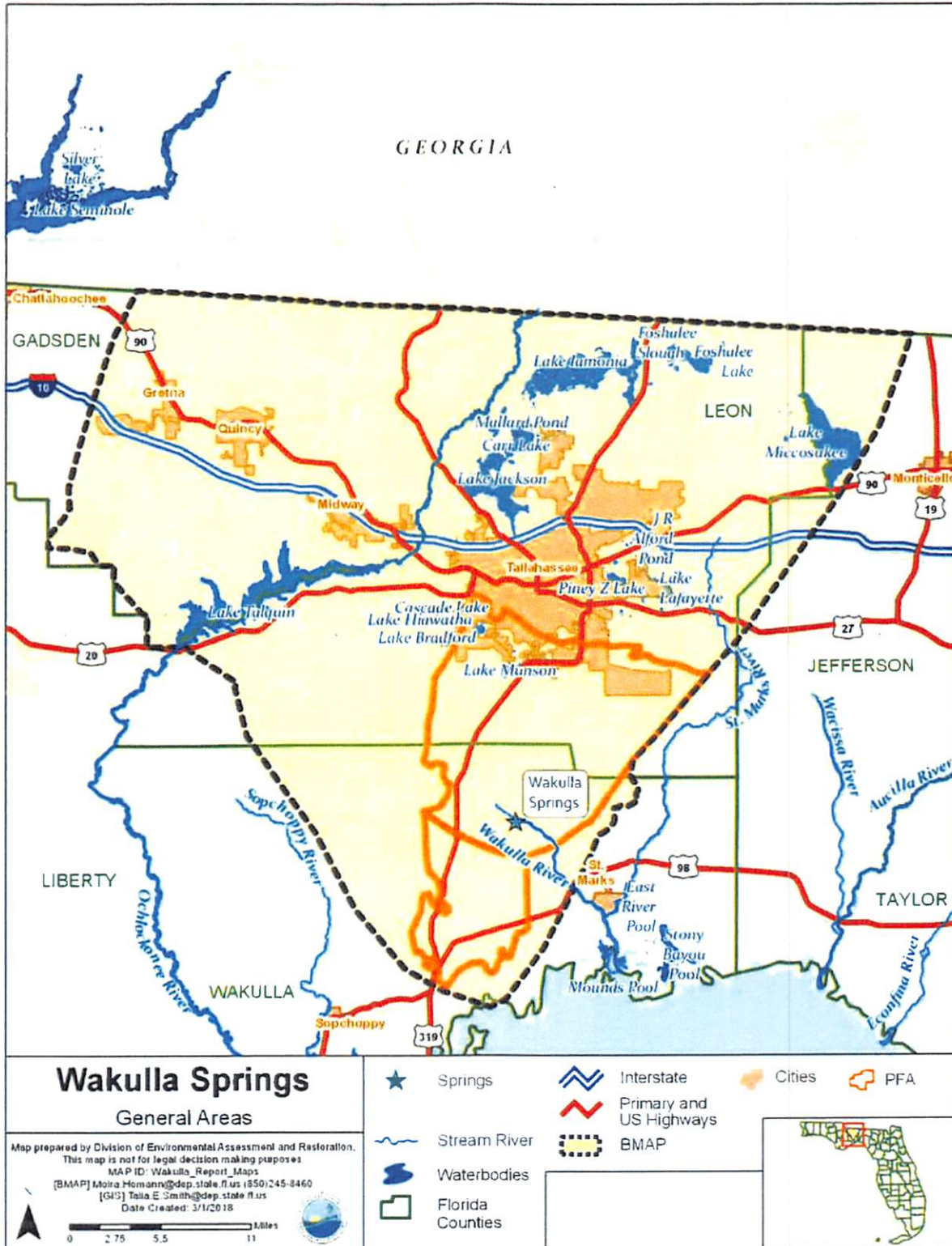


Figure ES-1. Upper Wakulla River and Wakulla Spring BMAP and PFA boundaries

## **Nitrogen Source Identification, Required Reductions, and Options to Achieve Reductions**

Wakulla Spring is the main source of water to the Wakulla River, which was identified as impaired because of a biological imbalance caused by excessive concentrations of nitrate in the water. In 2012, a total maximum daily load (TMDL) for nitrate was developed as a water quality restoration target for the Upper Wakulla River. The TMDL established a monthly average nitrate target of 0.35 milligrams per liter (mg/L).

Onsite sewage treatment and disposal systems (OSTDS or septic systems; the terms are used interchangeably throughout this document) represent 34 % of the estimated nitrogen loading to groundwater, atmospheric deposition 27 %, and farm fertilizer (FF) 21 % of the total loading to groundwater based on the DEP analysis conducted using the Nitrogen Source Inventory Loading Tool (NSILT).

The total load reduction required to meet the TMDL at the spring vent is 139,564 pounds of nitrogen per year (lb-N/yr). To measure progress towards achieving the necessary load reduction, DEP is establishing the following milestones:

- Initial reduction of 41,869 lb-N/yr (30 %) within 5 years.
- An additional 69,782 lb-N/yr (50 %) within 10 years.
- The remaining 27,913 lb-N/yr (20 %) within 15 years.
- For a total of 139,564 lb-N/yr within 20 years.

The policies and submitted projects included within this BMAP are estimated to achieve a reduction of 134,107 to 234,567 lb-N/yr to groundwater. While reductions to groundwater will benefit the spring, it is uncertain to know with precision how those reductions will impact the necessary reductions at the spring. DEP will continue to monitor the spring to evaluate those reductions as projects are implemented against the required load reductions above. The BMAP is designed to achieve 80 % of the load reductions needed for the spring vent within 10 years of adoption and 100 % within 15 years. DEP will evaluate progress towards these milestones and will report to the Governor and Florida Legislature. DEP will adjust management strategies to ensure the target concentrations are achieved. This may include expanding the area to which the OSTDS remediation policies apply; any such change, however, would be incorporated into an updated BMAP through a formal adoption process.

For the list of projects to improve water quality, see **Appendix B**. Included are owner-implemented best management practices (BMPs) for FF, livestock waste (LW), sports turfgrass (STF); wastewater treatment facility (WWTF) upgrades; projects to reduce urban turfgrass fertilizer (UTF) application; and OSTDS conversions to sewer.

Successful BMAP implementation requires commitment, dedicated state funding, and follow-up. Stakeholders have expressed their intention to carry out the plan, monitor its effects, and continue to coordinate within and across jurisdictions to achieve nutrient reduction goals. As the TMDLs must be achieved within 20 years, DEP, water management districts (WMDs), Florida Department of Health (FDOH), and Florida Department of Agriculture and Consumer Services (FDACS) will implement management strategies using the annual Legacy Florida appropriation from the legislature of at least \$50 million to reduce nitrogen in impaired OFS. DEP, working with the coordinating agencies, will continue to invest existing funds and explore other opportunities and potential funding sources for springs restoration efforts.

## **Restoration Approaches**

Load reduction to the aquifer is needed to achieve the load reductions requirements at the spring vent and to restore the Upper Wakulla River and Wakulla Spring to a sustainable biological community that is resilient to the impacts of existing and continuing human use and development on the land from which Wakulla Spring draws its waters. To ensure that load reductions are achieved at the spring vent, the following restorations actions are being established. These actions are designed to reduce the amount of nutrients to the aquifer, which will reduce the load at the vent and ultimately achieve the necessary reductions. Monitoring of the vent during implementation will be implemented to monitor progress.

- **New OSTDS** – Upon BMAP adoption, the OSTDS remediation plan prohibits new systems on lots of less than 1 acre within the PFAs, unless the system includes enhanced treatment of nitrogen as defined by the OSTDS remediation plan, or unless the OSTDS permit applicant demonstrates that sewer connections will be available within 5 years. Local governments and utilities are expected to develop master wastewater treatment feasibility analyses within 5 years to identify specific areas to be sewered or to have enhanced nitrogen reducing OSTDS within 20 years of BMAP adoption. The OSTDS remediation plan is incorporated as **Appendix D**.
- **Existing OSTDS** – Upon completion of the master wastewater treatment feasibility analyses, FDOH rulemaking, and funding program for homeowners included in the OSTDS remediation plan, but no later than five years after BMAP adoption, modification or repair permits issued by FDOH for all OSTDS within the PFAs on all lots will require enhanced treatment of nitrogen, unless sewer connections will be available based on a BMAP-listed project. All OSTDS subject to the policy must include enhanced treatment of nitrogen no later than 20 years after BMAP adoption.
- **WWTFs** – The effluent standards listed in **Table ES-1** will apply to all new and existing WWTFs in PFA1 and PFA2.

**Table ES-1. WWTF effluent standards**

gpd = Gallons per day

95 % of the Permitted Capacity (gpd)	Nitrogen Concentration Limits for Rapid Infiltration Basins (RIBs) and Absorption Fields (mg/L)	Nitrogen Concentration Limits for All Other Land Disposal Methods (mg/L)
Greater than 100,000	3	3
20,000 to 100,000	3	6
Less than 20,000	6	6

- **UTF** – UTF sources can receive up to 6 % credit for the DEP-approved suite of public education and source control ordinances. Entities have the option to collect and provide monitoring data to quantify reduction credits for additional measures.
- **STF** – STF sources include golf courses and other sporting facilities. Golf courses can receive up to 10 % credit for implementing the Golf Course BMP Manual. Other sports fields can receive up to 6 % credit for managing their fertilizer applications to minimize transport to groundwater.
- **FF** – All FF sources are required to implement BMPs or perform monitoring to demonstrate compliance with the TMDL. A 15 % reduction to groundwater is estimated for owner-implemented BMPs. Additional credits could be achieved through better documentation of reductions achieved through BMP implementation or implementation of additional agricultural projects or practices, such as precision irrigation, soil moisture probes, controlled-release fertilizer, and cover crops.
- **LW** – All LW sources are required to implement BMPs or perform monitoring. A 10 % reduction to groundwater is estimated for owner-implemented BMPs. Additional credits could be achieved through better documentation of reductions achieved through BMP implementation.

## Section 1: Background

### 1.1 Legislation

Chapter 373, Part VIII, Florida Statutes (F.S.), the Florida Springs and Aquifer Protection Act provides for the protection and restoration of Outstanding Florida Springs (OFS), which comprise 24 first magnitude springs, 6 additional named springs, and their associated spring runs. The Florida Department of Environmental Protection (DEP) has assessed water quality in each OFS and determined that 24 of the 30 OFS are impaired for the nitrate form of nitrogen. Wakulla Spring is an impaired first magnitude OFS. Development of the basin management action plan (BMAP) to meet the new requirements of the Florida Springs and Aquifer Protection Act for the Upper Wakulla River and Wakulla Spring Basin was initiated in 2017.

### 1.2 Water Quality Standards and Total Maximum Daily Loads (TMDLs)

A TMDL represents the maximum amount of a given pollutant that a waterbody can assimilate and still meet water quality criteria. Wakulla River and the Wakulla Spring are Class III waterbodies with a designated use of recreation, propagation, and the maintenance of a healthy, well-balanced population of fish and wildlife. These waters are impaired by nitrate nitrogen, which in excess has been demonstrated to adversely affect flora or fauna, through the excessive growth of algae. Excessive algal growth results in ecological imbalances in springs and rivers and can produce human health problems, foul beaches, inhibit navigation, and reduce the aesthetic value of resources.

DEP adopted a nutrient TMDL for the Upper Wakulla River in 2012 (**Table 1**). The TMDL established a target of a monthly average of 0.35 milligrams per liter (mg/L) of nitrate to be protective of the aquatic flora and fauna. The period of record for water quality data evaluated for the TMDL was January 1, 2000 through June 30, 2007.

**Table 1. Restoration target for the Upper Wakulla River**

Waterbody	Waterbody Identification (WBID)	Parameter	TMDL (mg/L)
Upper Wakulla River	1006	Nitrate, monthly average	0.35

### 1.3 BMAP Requirements

Section 403.067(7), F.S., provides DEP the statutory authority for the BMAP Program. A BMAP is a comprehensive set of strategies to achieve the required pollutant load reductions. In addition to specifying BMAP statutory authority, the Florida Springs and Aquifer Protection Act (Part VIII of Chapter 373, F.S.) describes additional requirements for the 30 Outstanding Florida Springs.

## **1.4 BMAP Area**

The BMAP area (**Figure 1**) comprises 848,445 acres located in the Big Bend area of Florida in Gadsden, Jefferson, Leon, and Wakulla Counties. The BMAP area contains one OFS and one other spring.

This area includes the surface water basin as well as the groundwater contributing areas for the spring (or springshed). The springshed for the OFS was reviewed by Northwest Florida Water Management District (NFWFMD) with input from the Florida Geological Survey (FGS). A springshed is the area of land that contributes water to a spring or group of springs, mainly via groundwater flow.

## **1.5 Priority Focus Areas (PFAs)**

In compliance with the Florida Springs and Aquifer Protection Act, this BMAP delineates two PFAs, which are defined as the areas of a basin where the Floridan aquifer is generally most vulnerable to pollutant inputs and where there is a known connectivity between groundwater pathways and an OFS. The PFAs provide a guide for focusing restoration strategies where science suggests these efforts will most benefit the springs. The documents that describe the delineation process for each PFA are on the DEP website. The link to the PFA documentation is provided in **Appendix C**.

### ***1.5.1 Description***

Nitrogen sources are more likely to influence groundwater quality under certain conditions. For example, where soils are sandy and well drained, less nitrogen is converted to gas and released into the atmosphere or taken up by plants, compared with other soil types. Therefore, local soils play a role in how much nitrogen travels from the land surface to groundwater in a specific springshed. Also, the underlying geologic material influences the vulnerability of the underlying aquifers and the rate of lateral movement within the Floridan aquifer toward the springs and river. These conditions, and others, were considered in the delineation of the PFAs (see **Appendix C**).

Following BMAP adoption, DEP will ensure that the Geographic Information System (GIS) files associated with the PFA boundaries are available to the public on the DEP Map Direct webpage.



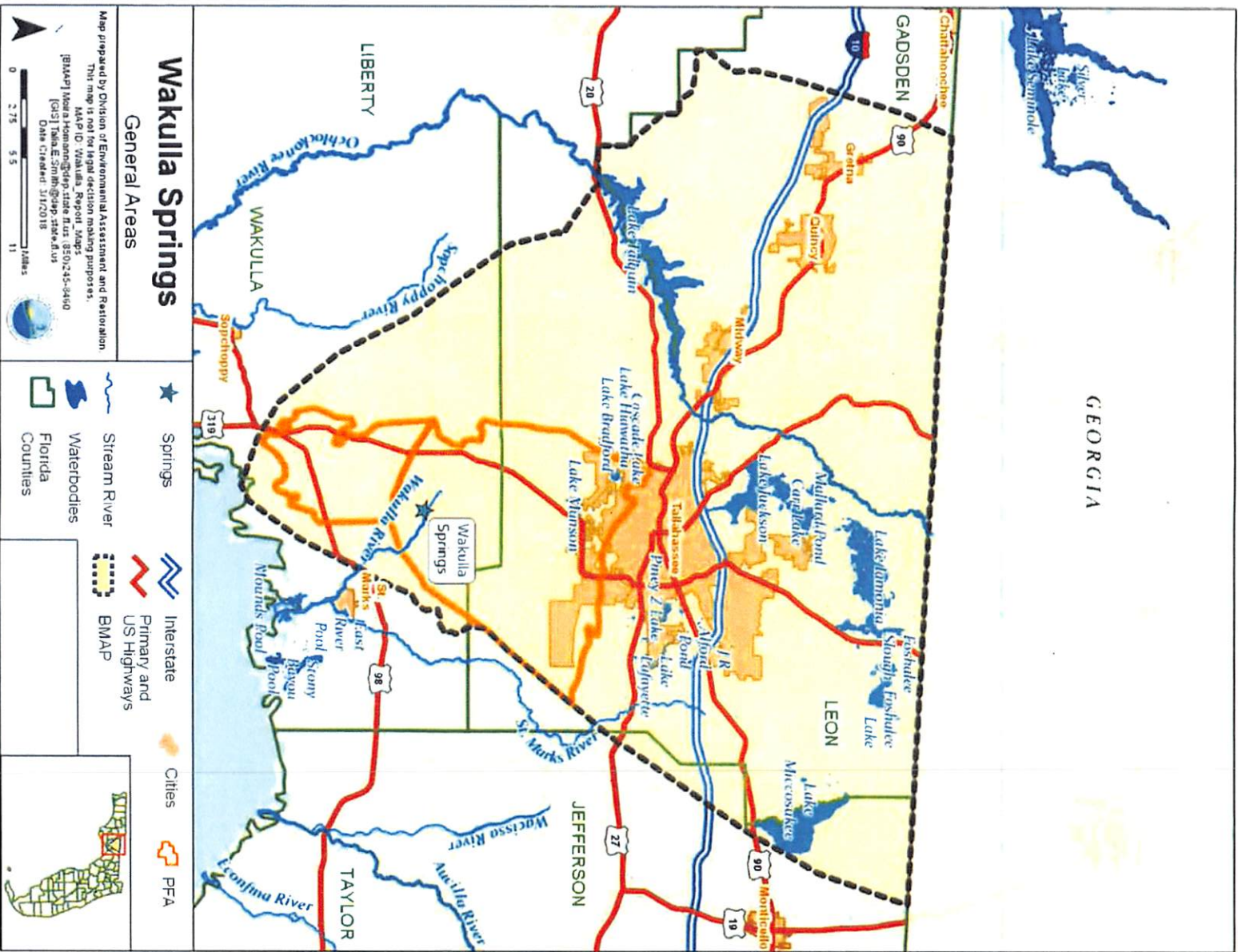


Figure 1. Upper Wakulla River and Wakulla Spring BMAP area and PFA boundaries

### **1.5.2 Additional Requirements**

In accordance with Section 373.811, F.S., the following activities are prohibited in the PFAs:

- New domestic wastewater disposal facilities, including rapid infiltration basins (RIBs), with permitted capacities of 100,000 gallons per day (gpd) or more, except for those facilities that meet an advanced wastewater treatment (AWT) standard of no more than 3 mg/L total nitrogen (TN), on an annual permitted basis.
- New onsite sewage treatment and disposal systems (OSTDS or septic systems; the terms are used interchangeably throughout this document) on lots of less than one acre inside the PFAs unless additional nitrogen treatment is provided, as specified in the OSTDS remediation plan (see **Appendix D** for details).
- New facilities for the disposal of hazardous waste.
- The land application of Class A or Class B domestic wastewater biosolids not in accordance with a DEP-approved nutrient management plan establishing the rate at which all biosolids, soil amendments, and sources of nutrients at the land application site can be applied to the land for crop production, while minimizing the amount of pollutants and nutrients discharged to groundwater or waters of the state.
- New agricultural operations that do not implement best management practices BMPs, measures necessary to achieve pollution reduction levels established by DEP, or groundwater monitoring plans approved by a water management district (WMD) or DEP.

#### **1.5.2.1 Biosolids and Septage Application Practices**

In the PFAs, the aquifer contributing to the spring is highly vulnerable to contamination by nitrogen sources and soils have a high to moderate tendency to leach applied nitrogen. DEP previously documented elevated nitrate concentrations in groundwater beneath septage application zones in spring areas. To assure that nitrogen losses to groundwater are minimized from permitted application of biosolids and septage in the PFAs, the following requirements apply to newly-permitted application sites and existing application sites upon permit renewal.

All permitted biosolids application sites that are agricultural operations must be enrolled in the Florida Department of Agriculture and Consumer Services (FDACS) BMP Program or be within an agricultural operation enrolled in the FDACS BMP program for the applicable crop type. Implementation of applicable BMPs will be verified by FDACS in accordance with Chapter 5M-1, Florida Administrative Code (F.A.C.). Permitted biosolids application sites that are new agricultural operations must also comply with

Subsection 373.811(5), F.S. Biosolids application sites must be certified as viable agricultural operations by an acknowledged agricultural professional such as an agricultural consultant or agricultural extension agent. Effective nutrient management practices must be ongoing at the application zones in the permit. Plant uptake and harvesting are vital components of the nutrient management plan to remove nitrogen and prevent it from leaching to groundwater. If DEP determines that the site is not a viable agricultural site implementing a nutrient management plan, corrective action will be required.

Groundwater monitoring for nitrate is required for all biosolids and septage land application sites in the PFA to assure compliance with nutrient management objectives in this BMAP. However, groundwater monitoring is not required if the site nutrient management plan limits biosolids application rates of TN with no adjustment for available nitrogen normally allowed by subsections 62-640.500(5) and (6), F.A.C. (e.g. for a recommended fertilizer rate of 160 pounds of nitrogen per acre, only 160 pounds of TN per acre shall be applied). For septage application, groundwater monitoring is not required if the site nutrient management plan limits application rates to 30,000 gallons per acre for sites accepting mixtures of septage and grease (food establishment sludge) or to 40,000 gallons per acre for sites accepting septage without grease. The permit renewal application will include a trend analysis for nitrate in groundwater monitoring wells during the previous permit cycle, and an evaluation of the potential for the facility to cause or contribute to exceedance of the TMDL.

## **1.6 Other Scientific and Historical Information**

In preparing this BMAP, DEP collected and evaluated credible scientific information on the effect of nutrients, particularly forms of nitrogen, on springs and springs systems. Some of the information collected is specific to the Wakulla Spring, while other references provided information on related knowledge for restoring springs, such as nitrogen-reducing technologies, the treatment performance of OSTDS, and runoff following fertilizer applications.

## **1.7 Stakeholder Involvement**

Stakeholder involvement is critical to develop, gain support for, and secure commitments in a BMAP. The BMAP process engages stakeholders and promotes coordination and collaboration to address the pollutant load reductions necessary to achieve the TMDL. DEP invites stakeholders to participate in the BMAP development process and encourages public participation and consensus to the greatest practicable extent. **Table A-1** lists the stakeholders who participated in the development of this BMAP.

During the development of the Upper Wakulla River and Wakulla Spring BMAP, DEP held a series of meetings involving stakeholders and the general public. The purpose of these meetings was to consult with stakeholders to gather information, evaluate the best available science, develop an OSTDS remediation plan (including a public education plan), define management strategies and milestones, and establish monitoring requirements. All of the meetings were open

**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): **Wastewater Treatment Feasibility Analysis for Wakulla County** Agreement Number: **LP65031**

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

Grantee Name: **Wakulla County** Entity Type: **Local Government**

Grantee Address: **PO Box 1263, Crawfordville, FL 32327** FEID: **59-6031875** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **August 31, 2021**

4. Project Number: \_\_\_\_\_ Project Location(s): **Wakulla County**  
*(If different from Agreement Number)*

Project Description: **The Grantee will complete a master wastewater treatment feasibility analysis.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$500,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY1-18 GAA Line Item # 1632</b>	<b>\$500,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$500,000.00</b>

6. Department's Grant Manager Name: **Kevin Coyne** Grantee's Grant Manager Name: **Sheree T. Keeler**  
or successor or successor

Address: **2600 Blairstone Road  
Tallahassee, FL 32399-3000** Address: **PO Box 1263  
Crawfordville, FL 32327**

Phone: **850-245-8555** Phone: **850-926-0919 ext 705**

Email: **Kevin.Coyne@dep.state.fl.us** Email: **skeeler@mywakulla.com**

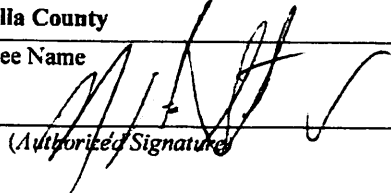
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<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 <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input 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 checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Wastewater Treatment Feasibility Analysis Requirements</b>


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.

**Wakulla County** **GRANTEE**  
Grantee Name  
By  12/12/18  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**  
By  1/8/19  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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*Kevin Coyne*

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Kevin Coyne, DEP Grant Manager

*Sandy Waters*

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Sandy Waters, DEP QC Reviewer

**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 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; and/or (3) 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.**

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 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 request 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 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: [www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- 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](http://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.

**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 \$1,000 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 \$1,000 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 to 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.

## 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 Department 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.

**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 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory 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 and Federal guidelines (including cost allocation guidelines). 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.
- 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. 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. LP65031**

**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 Wastewater Treatment Feasibility Analysis for Wakulla County. 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 December 1, 2018 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 type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<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. Travel.**

Additional compensation for travel is not authorized under this Agreement.

**6. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**7. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**8. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**9. 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's liability insurance 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 Agreement.

d. Other Insurance. None.

**10. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**11. Retainage.**

No retainage is required under this Agreement.

**12. 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.

**13. State-owned Land.**

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

**14. Office of Policy and Budget Reporting.**

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

**15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Wastewater Treatment Feasibility Analysis for Wakulla County

**PROJECT LOCATION:** The Project will be located in Wakulla County.

**PROJECT BACKGROUND:** Under the Florida Springs and Aquifer Protection Act, the Department, after engagement with other stakeholders, must adopt septic system remediation plans for Outstanding Florida Springs where the Department has determined that upgrade or elimination of septic systems is necessary to achieve nutrient water quality objectives. The springs basin management action plans (BMAP) include the applicable remediation plan. Each remediation plan includes the fundamental actions necessary to achieving water quality objectives within 20 years and necessitates the development of a master wastewater treatment feasibility analysis to establish the specific strategies for implementing those actions. The Department has initially identified nine counties where wastewater treatment feasibility analyses will have the most impact because of the number and density of septic systems, and has also identified “priority focus areas” within these counties where the nutrient impact of septic systems is most profound. By law, a remediation plan must identify “cost-effective and financially feasible projects” to reduce nutrient impacts associated with septic systems. To accelerate development of the information essential to implementing an effective plan, the Department has made this grant available to the Grantee to perform a wastewater treatment feasibility analysis and produce a report documenting the analysis.

**PROJECT DESCRIPTION:** To receive the grant funds, the Grantee will have to conduct a septic system inventory; assess existing wastewater capacity and infrastructure as well as potential infrastructure upgrade and expansion options; and evaluate cost-effective project solutions, financing alternatives, and potential rate-payer and homeowner impacts. The specific elements to be addressed in a feasibility analysis are included in Exhibit F of this agreement. The Department will fund 100% of the cost of the wastewater treatment feasibility analysis up to a maximum of \$500,000, with additional costs to be borne by the Grantee.

**TASKS and DELIVERABLES:**

All deliverables should be submitted electronically unless otherwise indicated.

**Task: Development of a Master Wastewater Treatment Feasibility Analysis**

**Deliverables:** The Grantee will complete a master wastewater treatment feasibility analysis and produce a report documenting the analysis and addressing the specific elements required by the Department.

**Documentation:** The Grantee will submit a summary of analysis activities to date for the time period covered in the payment request. For the final documentation, Grantee will also submit the final feasibility analysis report.

**Performance Standard:** The Grantee will submit a summary of analysis activities to date for the time period covered in the payment request. For the final documentation, Grantee will also submit a the final feasibility analysis report.

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

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Development of a Master Wastewater Treatment Feasibility Analysis	Contractual Services	\$500,000	12/01/2018	02/28/2021
<b>Total:</b>			<b>\$500,000</b>		

**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](mailto: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**

**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 OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/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 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 OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 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 by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F 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 than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), 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, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates 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(7), 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, 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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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 the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. 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 the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000



Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. 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 the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. 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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of 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:

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1632	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	088964

<b>Total Award</b>					<b>\$500,000</b>	
--------------------	--	--	--	--	------------------	--

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](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.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.

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**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Progress Report Form**

**Exhibit A**

<b>DEP Agreement No.:</b>	LP65031
<b>Grantee Name:</b>	Wakulla County
<b>Grantee Address:</b>	PO Box 1263, Crawfordville, FL 32327
<b>Grantee's Grant Manager:</b>	Sheree T. Keeler
<b>Reporting Period:</b>	Choose an item. Choose an item.
<b>Project Number and Title:</b>	LP65031 Wastewater Treatment Feasibility Analysis for Wakulla County

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

A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

**Task #: Description:** \_\_\_\_\_

Progress for this reporting period:

Identify any delays or problems encountered:

**Task #: Description:** \_\_\_\_\_

Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP65031 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

**EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. \_\_\_\_\_ Payment Request No. \_\_\_\_\_ Request Date: \_\_\_\_\_

Grantee:  
(Name & Mailing Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Grant Manager \_\_\_\_\_

Task No(s). \_\_\_\_\_ Task Amount(s) Requested: \$ \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$			\$	
<b>LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:</b>	\$			\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$			\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

## Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

\_\_\_\_\_  
Grantee's Grant Manager's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

**Engineer's Certification  
of Payment Request**

**ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT**

I, \_\_\_\_\_, being the Professional Engineer retained by  
(name of Professional Engineer)  
\_\_\_\_\_, am responsible for overseeing construction of the project  
(name of Grantee)

described in the Agreement and do hereby certify that for DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

\_\_\_\_\_  
Signature of Professional Engineer

\_\_\_\_\_  
Firm or Affiliation

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(P.E. Number)

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**PAYMENT REQUEST NUMBER:** Number of payment request

**REQUEST DATE:** Date request is submitted

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**TASK NO.:** This is the number of the task that you are requesting payment for and/or claiming match for (must agree with the current Grant

**TASK AMOUNT REQUESTED:** This should match the amount on the "TOTAL TASK BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of all Tasks on the "TOTAL BUDGET (ALL TASKS)" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL BUDGET (ALL

**"PREVIOUS PAYMENT REQUESTS" COLUMN:** Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "TOTAL PAYMENT REQUEST" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL BUDGET (ALL TASKS)" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL PAYMENT REQUEST." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the

**ENGINEER'S CERTIFICATION:** Must be signed by Professional Engineer when Construction is being requested for reimbursement.

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**REQUEST FOR PAYMENT – PART II**

**REIMBURSEMENT DETAIL**

Grantee Name:						Payment Request No.:		
DEP Agreement No.:								
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)	
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
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				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
<b>Totals:</b>				\$ -	\$ -			



## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee, that is not being requested for reimbursement by this grant

3 **Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).

4 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to Kevin Coyne. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

**Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**

**Remit Payment Request by E-mail to:** [Kevin.Coyne@dep.state.fl.us](mailto:Kevin.Coyne@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

Cc: Department's Grant Manager

Subject: Project Number\_Disbursement Number: example – LP14025\_Disb 1

*Attachments:*

- 1) Exhibit C Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Proof of payment (copies of canceled checks, front and back or EFT verification)
- 5) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

Gabby Vega - 850-245-2914

[Gabriela.Vega@FloridaDEP.gov](mailto:Gabriela.Vega@FloridaDEP.gov)

## **Wastewater Treatment Feasibility Analysis Requirements**

Each feasibility analysis must fulfill the following requirements to promote implementation of an effective septic system remediation plan.

1. Inventory and describe existing septic systems and wastewater infrastructure, including but not limited to a) number of systems; b) system locations and lot sizes, which may be grouped by neighborhood, subdivision, or other unifying aggregation; c) location, age, and types of existing wastewater systems, including collection, transmission, treatment, and reuse/disposal facilities; and d) average current flow and overall capacity of existing wastewater treatment and reuse/disposal systems. The location of septic systems and wastewater infrastructure should be clearly identified on a map/GIS layer.
2. Document the wastewater infrastructure needed to meet the remediation requirements set forth in Appendix D of the (basin management action plan) BMAP. The documentation should account for the BMAP requirements, expected population growth and development patterns, infrastructure replacement or expansion needs, water resource demands, and other relevant factors. The anticipated need for facilities may be broken into five-year increments, or other appropriate phases, given the uncertainties associated with long-term projections, but the analysis must account for the full timeframe of 20 years.
3. Identify septic systems within priority focus and BMAP areas that require remediation as identified in the BMAP Appendix D, including those a) to be eliminated in favor of central wastewater service and b) to be remediated through the addition of features achieving enhanced treatment of nitrogen. Also identify those systems, if any, that are not expected to be eliminated or upgraded. The location and proposed disposition of all septic systems must be clearly identified on a map/GIS layer. (Information on enhanced onsite systems is included in the BMAP and through the Florida Department of Health at <http://www.floridahealth.gov/environmental-health/onsite-sewage/products/index.html>.)
4. Document a cost comparison of alternative strategies that would achieve remediation objectives using a present-worth analysis. The strategies must be designed to achieve the objectives of BMAP Appendix D. They must address those septic systems to be eliminated in favor of central wastewater service, those onsite systems to be remediated with enhanced nitrogen-reducing features, and those that are not expected to be eliminated or upgraded. (Note that new onsite systems on lots of less than one acre are prohibited by subsection 373.811(2), F.S., unless allowed under the BMAP remediation plan.)
5. Explain the recommended alternative to be implemented, including the proposed implementation timeline, and reflect project locations using clear maps/GIS layers. The recommended alternative may involve a variety of different strategies consistent with the BMAP remediation plan.

6. Identify project service area(s) and census tracts associated with the recommended alternative.
7. Identify public meetings that have been or will be held to explain proposed projects, capital costs, and potential financial impact on homeowners and rate payers. Include public notices and meeting minutes for any meetings that have been held.
8. Discuss the decision-making and rationale for the recommended alternative. Include an analysis of public acceptance for sewerage projects.
9. Describe the wastewater facilities and estimated capital costs, operation and maintenance costs, and repair and replacement costs for the recommended alternative. Describe the septic system upgrades for the recommended alternative and identify the estimated cost of the upgrades, including operation and maintenance, to affected homeowners. Also describe costs, if any, to homeowners proposed to remain on existing septic systems.
10. Discuss a range of potential financing options for the recommended alternative, including local revenue generation options and potential external sources of funding such as federal and state government or water management district programs. A guide to sources of financial assistance is available from the Department at [https://floridadep.gov/sites/default/files/Funding\\_Florida\\_DWRA.pdf](https://floridadep.gov/sites/default/files/Funding_Florida_DWRA.pdf).
11. Identify environmental and economic impacts and benefits of proposed project(s). (Consider that environmental benefits have economic value, whether as the result of making reclaimed water available, improving property values, increasing tourism, etc.)
12. Identify options for providing financial assistance to property owners who would be required to install nutrient-reducing systems or connect to central wastewater facilities. Plan coverage may be limited to property owners in specific economic circumstances or based on other priority factors.
13. Identify the sites necessary to complete projects and whether they are available and under the legal control of the relevant entity, or whether site acquisition is necessary.
14. List interagency agreements, service agreements, or local contracts necessary to implement proposed projects. As noted previously, interlocal government cooperation is encouraged.

The wastewater treatment feasibility analysis report must be signed and sealed by a professional engineer and submitted by an authorized county officer.



**Addendum No. 1 to RFQ 2019-06**  
**Professional Consulting Services**  
*Issued April 2, 2019*

**SECTION 3.0 SCHEDULE OF EVENTS – Please see dates adjusted in RED below**

Failure to comply with this or any other paragraph of this RFQ shall be sufficient reason for rejection of the Bid.

*All times listed in the Schedule of Events are Eastern Standard Time (EST).*

<i>Event</i>	<i>Date/Time</i>
RFQ Advertisement Date	March 7, 2019
Release of RFQ	March 7, 2019
Technical Questions Due from Prospective Responders	March 21, 2019
Responses to technical questions due	April 3, 2019
<b>Addendum No. 1 Posted</b>	<b>April 2, 2019</b>
<b>PROPOSALS DUE TO BOCC</b>	<b>April 15, 2019 @ 3:00 P.M.</b>
<b>Oral Presentations</b>	<b>May 1 &amp; 2, 2019</b>
Posting of Intended Award	May 8, 2019
Board Consideration of Intended Award	May 20, 2019
Posting of Notice of Award	May 21, 2019

**This Addendum is being issued to address technical questions received.**

**Q1. Appendix A appears to contain language that does not fit the requested services of the project. Could the County provide alternative language that better fits the services solicited.**

**A1. Please see Appendix A, revised by the County, attached to Addendum No. 1.**

**Q2. Is the County requiring Appendix A to solely be included in place of a traditional letter addressed to the County or would the County accept both Appendix A and a traditional letter to meet this proposal requirement?**

**A2. The County will accept both Appendix A AND a traditional letter OR Appendix A on the proposer's letterhead.**

**Q3. Appendix C-6, Non-collusion Affidavit, does not include a signature line. Would the County accept the replacement of the "Affiant's Title" line with "Affiant's signature" below, as a line item for the signee's title is already provided previously in the document?**

**A3. Please use Appendix C-6, as previously provided in the initial release of the RFQ.**

**Q4. In Appendix C-8, is the County requesting that we list our firm's information as prime on this form even if we do not plan on subcontracting any subconsultants during this project?**

**A4. Complete Appendix C-8 only if the proposer intends to use subcontractors. If proposer does not intend to use subcontractors, please mark form as "NONE."**

**Q5. In reference to the Executive Summary's 10-page limit, does the County consider a double-sided printed page as one or two pages?**

**A5. The Executive Summary should be a maximum of five (5) double-sided pages or ten (10) single-sided pages.**

**REVISED**  
**RFQ 2019-06**  
**APPENDIX A: PROPOSAL TRANSMITTAL FORM**

**APPENDIX A**  
**PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

Charles Hess, Ph.D.  
Chairman

This Proposal in response to RFQ 2019-06 is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEID # \_\_\_\_\_

**LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:**

**NAME:** \_\_\_\_\_ **NUMBER:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **NUMBER:** \_\_\_\_\_

To: BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Proposer declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Specifications, including Addenda issued thereto and acknowledges receipt below:

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Proposer proposes, and agrees if this Proposal is accepted, Proposer will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish insurance specified in the Contract, and to do all other things required of the Contractor by the Contract Documents.



**Addendum No. 2 to RFQ 2019-06**  
**Professional Consulting Services**  
*Issued May 9, 2019*

**SECTION 3.0 SCHEDULE OF EVENTS – See dates adjusted in RED below**

Failure to comply with this or any other paragraph of this RFQ shall be sufficient reason for rejection of the proposal.

*All times listed in the Schedule of Events are Eastern Standard Time (EST).*

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date	March 7, 2019
Release of RFQ	March 7, 2019
Technical Questions Due from Prospective Bidder	March 21, 2019
Responses to technical questions due	April 3, 2019
Addendum No. 1 Issued	April 2, 2019
<b>Addendum No. 2 Issued</b>	<b>May 9, 2019</b>
BIDS DUE TO BOCC	April 15, 2019 @ 3:00 P.M.
<b>Posting of Intended Award</b>	<b>July 8, 2019</b>
<b>Board Consideration of Intended Award</b>	<b>July 15, 2019</b>
<b>Posting of Notice of Award</b>	<b>July 16, 2109</b>





Dewberry Engineers Inc.  
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850.644.3330 fax  
www.dewberry.com

**REVISED**  
**RFQ 2019-06**  
**APPENDIX A: PROPOSAL TRANSMITTAL FORM**

**APPENDIX A**  
**PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

Charles Hess, Ph.D.  
Chairman

This Proposal in response to RFQ 2019-06 is submitted by the below named firm/individual by the undersigned authorized representative.

Dewberry Engineers Inc.  
(Firm Name)

BY   
(Authorized Representative)

David Maxwell, Executive Vice President  
(Printed or Typed Name)

ADDRESS 20684 Central Ave East, Blountstown, FL 32424 (submitting office)

TELEPHONE 804.205.3343

E-MAIL dmaxwell@dewberry.com

FEID # 13-0746510

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:


NAME: FL Engineering License NUMBER: 8794

NAME: FL Surveying License NUMBER: LB8011

To: BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Proposer declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Specifications, including Addenda issued thereto and acknowledges receipt below:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 04/02/19 Initials 

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Proposer proposes, and agrees if this Proposal is accepted, Proposer will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish insurance specified in the Contract, and to do all other things required of the Contractor by the Contract Documents.