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REQUEST FOR PROPOSAL #2024-WW002

MONTVERDE
WASTEWATER
TREATMENT PLANT

KEY DATES

Pre-Proposal Meeting: 9/4/2024; 2:00 –
3:00 PM EST

RFIs Due: 9/17/2024; 5:00 PM EST

Addenda Issued: 9/24/2024

Proposals Due and Bid Opening:
10/1/2024; 3:00 PM EST

Proposal Evaluation complete by:
10/11/2024

Contract Execution & Notice To Proceed:
10/30/2024

0233076.07

**Town of
Montverde, FL**

August 29, 2024



August 29, 2024

REQUEST FOR PROPOSAL

This is NOT an order.

All proposals must be submitted

On or before: October 1, 2024

Dear Invitee:

The Town of Montverde is soliciting the services of your firm to provide a competitive Design-Build proposal for a greenfield domestic Wastewater Treatment Plant (WWTP) for the town of Montverde, Florida. This Request for Proposal (RFP) #2024-WW002 provides the information and documents that form the basis of the project and contract. Time is of the essence for this project and liquidated damages apply because time-dependent funds are being provided from various government sources.

Project Title: Montverde Wastewater Treatment Plant

Proposals must be submitted using the Proposal Forms provided. Proposals must be submitted to the recipients listed in the Responsible Parties section. Addendums to this RFP package will be issued as needed by Woodard & Curran and shall be acknowledged with the final pricing by the SUPPLIER on or before the Proposal due date.

Project Introduction

The town of Montverde, Florida is located in Lake County west of Orlando on scenic rolling hills on the western shore of Lake Apopka. The town predominantly consists of residential properties and maintains a small-town rural character and an easy-going lifestyle. In the center of town is a small downtown commercial area adjacent to Montverde Academy which is a 130-acre private college preparatory PK-12 school that is well known nationally for its athletics and fine arts programs.

Currently Montverde's wastewater is collected and treated using septic systems. The town recently received ARPA, DEP CSLFRF, and SAHFI funding to construct a collection system and central wastewater treatment plant within the town's boundary limits, to connect properties to the new collection system, and to decommission the existing septic systems.

The purpose of this RFP is to solicit competitive proposals for a Design-Build Contract to design, supply, install, and commission a package wastewater treatment plant (WWTP) for Montverde (OWNER). There are also two (2) Alternates pertaining to stricter effluent quality permit levels which may be enforced by DEP in the near future. Woodard & Curran, Inc. (ENGINEER) has been hired to represent Montverde and is serving as the OWNER's Advisor on the project.

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APPENDIX G – AWARDED CONTRACT RESTRICTIONS & REQUIREMENTS

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1. INSTRUCTIONS TO SUPPLIERS

1.1 PROPOSAL PROCESS INSTRUCTIONS

- Please acknowledge receipt of this inquiry via email.
- Submit Requests for Information (RFIs) regarding the project as needed to the Responsible Parties using the RFI form provided in Section 4.6. RFI responses, addendums and supplemental documentation will become part of the final negotiated purchase agreement.
- Quote pricing using the Proposal Form.
- Provide additional information to assist Town of Montverde in fully evaluating the proposal as described in Section 1.7.
- Proposals will be deemed incomplete unless the enclosed Proposal Form is received on or before the Due Date.
- The contract award will be based upon the evaluation of the combination of competitive proposal pricing (Line 21 in the Base Proposal Form) and non-cost factors as detailed in Section 1.5. The OWNER reserves the right to award to other than the lowest priced SUPPLIER.

1.2 TERMS USED IN REQUEST FOR PROPOSAL

OWNER	Montverde (also referred to as Town of Montverde and TOWN)
ENGINEER	Woodard & Curran, Inc.
General Contractor	The firm selected by the OWNER to prepare the WWTP site and collection system for connection to the WWTP. Also responsible for miscellaneous facilities required as part of the overall WWTP which are not in the scope of the SUPPLIER.
SUPPLIER	The firm, including all the firm's subcontractors, selected by OWNER to provide design services, procurement, fabrication, delivery, installation, testing, and commissioning associated with the package WWTP.
Department	Florida Department of Environmental Protection (also referred to as FDEP)
Furnish	To supply and deliver services, materials, and/or equipment to the Site.
Install	To put into use services or place in final position materials or equipment complete and ready for use at the Site.
Perform	To provide services required to execute the project scope of work.
Work	Services and materials provided by the SUPPLIER as described in RFP Section 1.6 – Scope of Work Summary.
Site	The land in Montverde, FL being furnished by the OWNER upon which the Treatment Plant and ancillary equipment shall be constructed.

Treatment Plant	The new Wastewater Treatment Plant (WWTP) at the Montverde, FL Site.
Construction Work	Construction, commissioning, startup, and testing of the WWTP from mobilization to Site through Final Completion.
Substantial Completion Date	which the SUPPLIER and ENGINEER agree that the entire Work is ready for its intended use, final testing has been completed by the SUPPLIER and approved by the ENGINEER, and ENGINEER has conducted a Substantial Completion site inspection with the SUPPLIER and issued a Punch List of items for SUPPLIER to complete to achieve Final Completion.
Final Completion	Date which, in the opinion of the ENGINEER, the SUPPLIER has satisfactorily completed all corrections identified on the Punch List during the Substantial Completion site inspection. SUPPLIER has delivered finalized Operations & Maintenance Manuals complete with As-Built drawings and any corrected documents, all spare parts, guarantees, warranties, and certificates of inspection. WWTP shall be approved for service by Florida DEP before Final Completion is achieved. Upon achieving Final Completion, SUPPLIER may submit application for final payment.
F.A.C.	Florida Administrative Code
F.S.	Florida Statutes

1.3 RESPONSIBLE PARTIES

RFIs should be submitted to the following via email:

Ed Sharood – Project Engineer
Woodard & Curran
(e): esharood@woodardcurran.com

Final Proposals should be submitted to the following:

Montverde Town Hall
Attention: Town Manager – Proposal 2024-WW002
17404 Sixth Street
Montverde, FL 34756
(e): townmanager@mymontverde.com

With electronic copies to:
Ed Sharood – Project Engineer
Woodard & Curran
Subject Line: Proposal 2024-WW002
(e): esharood@woodardcurran.com

1.4 PROJECT LOCATION

Town of Montverde
Montverde, Florida 34756

1.5 SELECTION PROCEDURE

The Town of Montverde Selection Committee, consisting of a combination of OWNER and ENGINEER personnel, will review the proposals from responding firms. The Selection Committee will generally use the criteria defined below to rank the proposals to identify the responsible firm whose proposal is most advantageous to the OWNER as determined through the competitive best value selection process.

Firms will be given a score based upon the points available for each section. One or more firms may be selected for an interview and may be contacted to arrange for a time and date for an interview with the Selection Committee.

Maximum points available for each component of the proposal are as follows:

1. Proposal Approach. (25 Points)
 - Clarity of Scope
 - Technical Quality
 - Project Understanding
2. Project Team Qualifications & Experience. (25 Points)
 - Experience of the Firm
 - Core Team Experience
 - Experience Relevance to this Project
 - References for operating plants of similar size and design
3. Lump sum fee for the design and construction of the WWTP as recorded on the Bid Form in Section 4.1 – Base Proposal Form. (25 Points)
4. Other non-cost factors. (25 Points)
 - Ease/simplicity of expansion for future phases
 - Ability to modify process to meet more stringent future effluent limits
 - Neighborhood impact mitigation (appearance and noise & odor reduction/control)
 - Simplicity and economy of operation and maintenance
 - Overall System Warranty & Process Guarantee
 - Project Schedule
 - Annual Cost of Operation
 - Experience Modification Rate (EMR)

A maximum of 100 Points are available in total. Evaluation criteria of non-cost factors are described in Section 5.1.

1.6 SUBMITTAL INFORMATION TO BE INCLUDED WITH THIS PROPOSAL

The SUPPLIER shall submit the following information with this Proposal:

- Qualifications demonstrating a minimum of ten (10) years of experience with design and installation of wastewater treatment systems. No fewer than three (3) projects of similar size and complexity must have been completed in the United States, preferably in the State of Florida, within the last ten (10) years. Separate qualification statements for both the SUPPLIER and installing contractor should be provided if they are separate entities. This includes qualifications for the individuals serving as the Design-Build Project Manager, Design Manager, and Construction Manager.
- Reference information including contact names, titles, and verified working phone numbers and email addresses for the three (3) most recent WWTP projects of similar design that have been completed and put into operation and reference information for two (2) additional projects that have been in continuous operation for that last 5-10 years.
- All completed Proposal Forms under Section 4.
- Wastewater treatment system, equipment, and services information that describes the system being offered.
- Preliminary Equipment List including equipment name, type, quantity, capacity, pipe size, materials of construction, and estimated footprint for any required base slabs (which would be installed by the General Contractor).
- Schematic Process Flow Diagram (PFD) of the SUPPLIER's equipment and integration. See Appendix C for the Preliminary Design Report and Appendix D for the Draft PFD for reference. SUPPLIERS are expected to review, and revise the PFD provided as needed or provide a new PFD depicting the SUPPLIER's design approach.
- SUPPLIER System Warranty and Process Guarantee
- Design and construction schedule by filling in the blanks in the Milestone Form in Section 3 with milestones from 30% Design through the project Final Completion.
- A SUPPLIER organizational chart with identification of team members and responsibilities who would be directly involved in this Project.
- Proposal Bond (see Section 1.9.3.)
- Copy of SUPPLIER's W-9 including Federal ID Number
- SUPPLIER licenses, proof of insurability, and other information
- Fully completed Conflict of Interest and Litigation Statement form (see Appendix G)
- Fully completed Public Entity Crimes form (see Appendix G)
- Fully completed Certification of Compliance with The Florida Department of Environmental Protection Supplementary Conditions (see Appendix G)

1.7 SCOPE OF WORK SUMMARY

The Supplier's Scope of Work (Work) for this project is as follows:

- Engineering design services to produce a full set of design documents (scaled layout drawings, process calculations, P&ID, hydraulic profile, bill of materials, equipment submittals, etc.) to move the conceptual design described in the RFP to a ready for construction design. The basis of design as outlined in Appendices A and C shall be used by all SUPPLIERS for the determination of their equipment selections. See additional details below. The design process shall take place in four (4) primary submittal/review steps. SUPPLIER shall prepare 30%, 60%, 90%, and 100% progress designs. Each design step shall be reviewed and approved by the OWNER and ENGINEER. SUPPLIER shall work with OWNER and ENGINEER to make revisions requested by both parties prior to progressing further with the design. See further details below under RFP Section 1.8 – Design Work Description.
- Procurement and fabrication of WWTP including all materials and equipment broken down in the Proposal Form for a complete and operational WWTP.
- Programming and factory bench testing of all PLCs and HMIs. Any programming and all rights and licenses shall become the property of the OWNER at Final Completion.
- Delivery of WWTP materials for construction and installation
- Mobilization and demobilization of installation and construction crew
- Site personnel for WWTP construction, installation, testing, training, and commissioning (i.e., Superintendent, Safety Manager, Laborers, Certified Electricians, Certified Welders, Pipe Fitters, etc.)
- Tools and heavy construction equipment required for complete installation of the WWTP
- Site storage containers for storage of equipment and materials (if needed)
- Safety (i.e., training, PPE, first aid, safety program administration, fire extinguishers)
- Documentation (e.g., document reproduction, postage, record drawings, submittals, RFIs, site reports, etc.)
- Permitting costs for all town and county permits required for construction of the WWTP (see Section 5.3 – Permitting - below for more detail)
- Equipment and materials shipping, storage, and delivery costs
- Testing (factory and site)
- Startup and commissioning
- Operator Training
- O&M Manuals
- Guarantees and Warranties

- Travel and per diem costs (incl., shop witness testing, Site meetings, contract negotiation meetings, etc.)

The following will be provided by OTHERS:

- Site clearing and grubbing
- Site grading and leveling
- Equipment laydown area
- Temporary Site utilities during construction (e.g., internet, telephone, toilets, potable water, lighting, and related trash disposal)
- Site preparation including site security and office trailer
- Environmental controls (i.e., dumpsters, cleaning, dust control, and related)
- All WWTP buildings and sunshade structures
- All reinforced concrete slabs and pads
- Installation and connection of 480V, 3-phase, 3-wire, 60 Hz, electrical utility service, metering and service mains including utility company coordination.
- WWTP main switchboard, automatic transfer switch (ATS), and power distribution equipment serving the project to be installed in the electrical building. A single 480V, 3-phase connection shall be provided to Supplier's system main disconnect as required. The Supplier shall be responsible for power distribution, installation, and connection of all downstream devices as part of their turnkey packaged system.
- Supply, installation, and connection of natural gas standby generator and automatic transfer switch (ATS).
- Power and communications connections supporting other site equipment and devices not directly related to the Supplier's packaged system shall be by others.
- Establishing internet service from off-site, router/switches, and distribution to electrical and office buildings. A single CAT 6 ethernet connection shall be provided to the Supplier's control panel for system integration as required.
- WWTP influent pipeline to SUPPLIER connection at headworks
- WWTP effluent pipeline from SUPPLIER effluent connection at chlorine contact chamber to RIBs
- Paving, curb and gutter, and sidewalks
- Fencing
- Signage (with exception of SUPPLIER provided equipment tags, equipment labels, electrical panel warning and arc flash labels, and piping labels)
- Lighting (interior and exterior)

- Security camera system
- Site grounding grid (Supplier responsible for all grounding associated with WWTP which shall be connected to the overall site grounding grid).
- Sodding and landscaping
- Site stormwater control structures
- Rapid Infiltration Basins
- Water for tank hydrostatic and piping pressure testing
- Activated sludge from nearby WWTP for startup

1.8 DESIGN WORK DESCRIPTION

The SUPPLIER shall provide a fixed firm price for a complete and fully functional wastewater treatment system (a.k.a. wastewater treatment plant or WWTP). The WWTP design shall be based on the concept presented in the Preliminary Design Report (refer to Appendix C) and the equipment design tables which are in Appendix A. The design shall include Proposal alternates as indicated in Section 4.2 - PROPOSAL FORM SECTION FOR ALTERNATES. The SUPPLIER is fully responsible for the design and providing a treatment performance guarantee for the completed system.

After project award and Notice To Proceed, the SUPPLIER shall provide the design documents including, as a minimum:

- Design Analysis Report summarizing the design rationale and providing design calculations for each discipline, a controls narrative, and other related documents.
- Design Drawings prepared during the design phase of the project shall be signed and stamped by a Professional Engineer registered in the State of Florida and at a minimum shall include:

Discipline	Drawings
General	Title page showing project location, title, design status General Notes Drawing Index
Structural & Architectural	Foundation Plans Reaction Tanks Plan and Sections Equipment Pad Layouts Tank Covers Code Review Door Schedules (if applicable) Building Plans, Roofing Plans, and Elevations (if applicable) Platforms and Stairs Details (pads, pipe supports, etc.)
Process	Legend and Notes Process Flow Diagram (show mass balance and equipment sizes/capacities) Hydraulic Profile

Discipline	Drawings
	Piping & Instrumentation Diagrams (show equipment, valves, instruments, piping, controls) Instrument, Valve, Piping Schedules with tag numbers
Mechanical	General Arrangement Plans – Elevation and Plan Views Piping Plans and Sections Equipment Schedules
Electrical	Legend and Notes Electrical System Plan Grounding Plan One-line Diagram Wiring Diagrams Power Plan Instrument Plan
Instrumentation & Controls	Network Diagram Control Panel Layout – Treatment Plant

- Equipment List in Excel Spreadsheet, including equipment name, tag number, quantity, capacity, size, utilities, materials of construction, manufacturer, model.
- Functional Description describing operation of the WWTP in MANUAL and (if appropriate) AUTO modes. Description should be complete with photos and explanations of all HMI screens where possible. All alarms and setpoints shall be explained.
- All material, equipment, etc., as proposed and offered by the SUPPLIER must meet and conform to all O.S.H.A. requirements.

1.9 PROJECT CONTRACTUAL RESTRICTIONS & REQUIREMENTS

OWNER will be financing the resulting awarded contract with SUPPLIER with assistance from ARPA (American Rescue Plan Act) funding administered by Lake County and CSLFRF (Coronavirus State and Local Fiscal Recovery Funds) and SAHFI (Supplemental Appropriation for Hurricanes Fiona and Ian) funding administered by the Florida Department of Environmental Protection (FDEP), which administers a State Revolving Fund (SRF) loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). The FDEP Clean Water SRF (CWSRF) requirements apply to both CSLFRF and SAHFI funding. Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to the resulting awarded contract or any lower-tier subcontract. The project requires SUPPLIER's acceptance of and compliance with the requirements below and as listed and described in Appendix G.

NOTE: Build America, Buy America requirements are waived for this Project.

1.9.1 DBE/WBE Project Goals

The goals and timetables for disadvantaged and female participation, expressed in percentage terms for the SUPPLIER's aggregate workforce, are as follows:

- Goal for female participation: 6.9% nationwide; Timetable = Indefinite. For additional information please see <https://www.dol.gov/agencies/ofccp/compliance-assistance> .
- Goal for disadvantaged participation in Lake County, FL: 5.4% for 2022-2024 and 3.75% for 2025-2027. For additional information please see <https://www.lakecountyfl.gov/procurement-services> .

SUPPLIER selected to be awarded the contract will be required to provide a list of disadvantaged and women's (DBE/WBE) subcontractors that they will utilize on the project and certification of the affirmative steps taken to participate in meeting the above DBE/WBE goals.

1.9.2 Prevailing Wages

Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act apply to this Project. Please see Appendix G for details as well as a copy of the most recent wage determination information for Heavy and Building Construction for Lake County, Florida.

1.9.3 Proposal Bond

A Proposal Bond shall be submitted by the SUPPLIER with the proposal for 5% of the total maximum proposal amount. The Proposal Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

Certified checks or cashier's checks shall be drawn on a solvent bank or trust company to the order of the Town of Montverde, FL and shall have all necessary documentary revenue stamps attached, if required by law. Personal checks are not acceptable.

1.9.4 Scrutinized Companies Certification Form (Florida Statutes, Section 287.135)

The SUPPLIER submitting this response on the behalf of their organization, hereby certifies the following to the OWNER, by and on behalf of the SUPPLIER in accordance with the requirements of Section 287.135, Florida Statutes:

- The SUPPLIER is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the SUPPLIER engaged in a boycott of Israel, nor was the SUPPLIER on such List or engaged in such a boycott at the time it submitted its proposal to the OWNER with respect to the Contract.

- Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the SUPPLIER further certifies to the OWNER as follows:
 - the SUPPLIER is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - the SUPPLIER is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - the SUPPLIER is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - the SUPPLIER was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the OWNER with respect to the Contract.
- The SUPPLIER is fully aware of the penalties that may be imposed upon the SUPPLIER for submitting a false certification to the OWNER regarding the foregoing matters.
- The SUPPLIER hereby acknowledges that, in addition to any other termination rights stated in the Contract, the OWNER may immediately terminate the Contract upon the occurrence of any of the following events:
- The SUPPLIER is found to have submitted a false certification to the OWNER with respect to any of the matters set forth in subsection (A) above, or the SUPPLIER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
- The SUPPLIER is found to have submitted a false certification to the OWNER with respect to any of the matters set forth in subsection (B) above, or the SUPPLIER is found to have 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, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

1.9.5 Performance Measures

The SUPPLIER, if awarded the contract, warrants that: (1) the Work it provides will be performed by qualified personnel; (2) the Work will be of the kind and quality described in the RFP; (3) the Work will be performed in a professional and workmanlike manner in accordance with industry standards and best practices; (4) the Work shall not and does not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes for work done at the Project Location (Site).

1.9.6 Insurance

Insurance Requirements for SUPPLIER and SUPPLIER's Subcontractors are as follows:

- Required Minimum Coverage. At all times during the awarded contract the SUPPLIER and the SUPPLIER's Subcontractors, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described in this RFP and that will be incorporated into the awarded contract. The limits of coverage under each policy maintained by the SUPPLIER shall not be interpreted as limiting the SUPPLIER's liability and obligations under the awarded contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, SUPPLIER may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements may be required elsewhere in the awarded contract, however the minimum insurance requirements applicable are as follows:
 - SUPPLIER shall obtain and maintain, at SUPPLIER'S expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to TOWN, insurance containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the SUPPLIER or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. SUPPLIER shall provide TOWN proof of insurance prior to Work commencing. SUPPLIER shall assure that its subcontractors provide the same types of coverage and minimum limits of liability as required of SUPPLIER and it is in effect at all times during this Contract.
 - (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$10,000
Contractual Liability	Included
Umbrella Liability	\$10,000,000 each occurrence/aggregate
 - (ii) Automobile liability insurance, including owned, non-owned, and hire autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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 - (iii) Worker's compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the TOWN responsible for any payment or

compensation.

- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Builders Risk Insurance with all-risk perils for 100% of the contract amount.
- (vi) Town of Montverde, a Florida municipality, and ENGINEER, shall be named as additional insured as their interest may appear on all applicable policies.
- (vii) Certificate(s) of Insurance shall provide for a minimum of thirty (30) days prior written notice to TOWN of any change, cancellation, or nonrenewal of the required insurance.
- (viii) Certificate(s) of Insurance shall identify the contract number in the Description of Operations section of the Certificate.
- (ix) Certificate of Insurance shall evidence a waiver of subrogation in favor of TOWN, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the TOWN.
- (x) Certificate holder shall be TOWN OF MONTVERDE.
- (xi) All self- insured retentions shall appear on the certificate(s) and shall be subject to the approval of TOWN. At the option of the TOWN, the insurer shall reduce or eliminate such self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xii) The TOWN shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.
- (xiii) SUPPLIER shall be responsible for subcontractors and their Insurance. Subcontractors are to provide Certificates of Insurance to the TOWN evidencing coverage and terms in accordance with the SUPPLIER'S requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the TOWN of any insurance supplied by SUPPLIER or any subcontractor, nor a failure to disapprove that insurance, shall relieve the SUPPLIER of full responsibility of liability, damages, and accidents as set forth herein.
- (xvi) If it is not possible for the SUPPLIER to certify compliance, on the certificate of insurance, with all of the above requirements, then the SUPPLIER is required to

provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

1.9.7 Statutory Requirements

- The OWNER shall consider the employment by any SUPPLIER of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If SUPPLIER/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the awarded contract. The SUPPLIER shall be responsible for including this provision in all subcontracts with private organizations.
- Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - 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 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - 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.
 - Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- Notification. The SUPPLIER shall notify OWNER if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the awarded contract. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

1.9.8 Compliance with Federal, State, and Local Laws

- a. The SUPPLIER 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 SUPPLIER shall include this provision in all subcontracts issued.
- 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 the executed awarded contract.
- c. The awarded contract shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the awarded contract shall be processed as described in the awarded contract. Jurisdiction for any damages arising under the terms of the awarded contract will be in the courts of the State, and venue will be in the Fifth Judicial Circuit, in and for Lake 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 the awarded contract.

2. DOCUMENT LIST

The following attached documents form a part of this RFP package:

2.1 PROPOSAL DOCUMENTS

Number	Document Title	Revision	Date
1.0	Request for Proposal Document	1.0	8/29/2024

2.2 SUPPORTING DOCUMENTS

Appendix	Description	Revision	Date
A	Equipment Design Tables	0.0	7/16/2024
B	Site Layout *(see footnote below)	1.0	8/29/2024
C	Preliminary Design Report (DRAFT)	0.0	7/16/2024
D	Process Flow Diagram	0.0	7/16/2024
E	Administrative Quality and Implementation Standards	0.0	7/16/2024
F	Design and Construction Standards	0.0	7/16/2024
G	Awarded Contract Restrictions and Requirements	0.0	7/16/2024
H	Contract Draft	0.0	To be issued as an Addendum to the RFP

* The Site Layout Drawing has been deleted from the Appendix because the previously proposed site is no longer viable. SUPPLIER shall propose a wastewater treatment plant (excluding roadway access and parking) where all tanks, buildings, and ancillary equipment for the full build-out design of 0.6 MGD will fit within a footprint of 180 feet in an east-west direction and 200 feet in a north-south direction. A two lane paved county road running in an east-west direction is located 50 feet south of the WWTP site. A driveway to access the plant will be located parallel to the west side of the WWTP site. All utilities for the WWTP, including the wastewater influent force main, will enter the site from the south, parallel to the WWTP driveway. Effluent discharge for the WWTP should be oriented to the north side of the WWTP site.

3. MILESTONE SCHEDULE

SUPPLIERS shall quote based on the following project milestone schedule:

NO.	ITEM	ACTION BY	DATE	REMARKS
1	RFP Issued	ENGINEER	August 29, 2024	Pricing to be valid for minimum of 120 days
2	Pre-Proposal Meeting	ENGINEER	September 4, 2024	Non-mandatory meeting held via Microsoft Teams
4	Requests For Information (RFIs) Due	SUPPLIER	September 17, 2024	Due at 5:00 PM EST Email Submission using RFI Form.
5	Addendums Issued	ENGINEER	September 24, 2024	
6	Proposals Due	SUPPLIER	no later than October 1, 2024	Due at 3:00 PM EST Email Submission is acceptable if a copy of a proposal bond is provided with the proposal.
7	Evaluation of Proposals	OWNER & ENGINEER	October 11, 2024	Pricing should be valid for a minimum of 90 days
8	Negotiations, Notice of Award, Contract Execution, and Notice To Proceed	OWNER	October 30, 2024	Notice-to-Proceed will be issued after Contract approval by Town Council

No.	ITEM	ACTION BY	DATE	REMARKS
9	30% Design	SUPPLIER	____ weeks from Notice To Proceed	SUPPLIER to estimate number of weeks. During Design phase, SUPPLIER to submit design docs to OWNER & ENGINEER for review & approval.
10	60% Design	SUPPLIER	____ weeks from receipt of approved or approved as noted 30% Design from OWNER & ENGINEER	SUPPLIER to estimate number of weeks. During Design phase, SUPPLIER to submit design docs to OWNER & ENGINEER for review & approval.
11	90% Design	SUPPLIER	____ weeks from receipt of approved or approved as noted 60% Design from OWNER & ENGINEER	SUPPLIER to estimate number of weeks. During Design phase, SUPPLIER to submit design docs to OWNER & ENGINEER for review & approval.

No.	ITEM	ACTION BY	DATE	REMARKS
12	100% Design	SUPPLIER	____ weeks from receipt of approved or approved as noted 90% Design from OWNER & ENGINEER	SUPPLIER to estimate number of weeks. During Design phase, SUPPLIER to submit design docs to OWNER & ENGINEER for review & approval.
13	Fabrication, Procurement, and delivery	SUPPLIER	____ weeks from receipt of approved or approved as noted 100% Design from OWNER & ENGINEER	SUPPLIER to estimate number of weeks
14	Beginning of Construction and Installation to Substantial Completion	SUPPLIER	____ weeks	SUPPLIER to estimate number of weeks
15	Commissioning and performance testing	SUPPLIER	____ weeks	SUPPLIER to estimate number of weeks
16	Final Completion	SUPPLIER	To be estimated based on information entered above by SUPPLIER	No later than September 30, 2026

Liquidated Damages: SUPPLIER and OWNER recognize that time is of the essence and that OWNER will suffer financial loss if the Work is not completed within the times specified in the Contract, plus any extensions thereof allowed in accordance with Terms and Supplementary



Conditions. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and SUPPLIER agree that as liquidated damages for delay (but not as a penalty), SUPPLIER shall pay OWNER \$1,000.00 for each day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if SUPPLIER shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, SUPPLIER shall pay OWNER \$750.00 for each day that expires after the time specified for Final Completion until the Work is completed and ready for final payment.

4. PROPOSAL FORM

SUPPLIER Name: _____

Date: _____ 2024

4.1 BASE PROPOSAL FORM

SUPPLIER shall provide a lump sum price with the price broken down into sub-prices as described in the Proposal Form below. The price for this system must meet the design criteria outlined in Appendix A and handle flows and loads from Phase IA of the collection system. The effluent quality must meet the quality as outlined in Section 5.4 of this RFP.

Line Item.	Description	Note	Price
1	Tankage	Concrete or stainless-steel tanks, basins, boxes, flumes, and channels.	
2	Headworks equipment	All equipment and materials installed in or on the Headworks Tankage excluding specific line items noted below	
3	Biological process equipment	All equipment and materials installed in or on the Biological Process Tankage excluding specific line items noted below	
4	Clarifier equipment	All equipment and materials installed in or on the Clarifier Tankage excluding specific line items noted below	
5	Chlorine Contact Chamber equipment	All equipment and materials installed in or on the CCC Tankage excluding specific line items noted below	
6	Aerobic Sludge Digester equipment	All equipment and materials installed in or on the Digester Tankage excluding specific line items noted below	
7	Walkways, stairs, and handrails		
8	External pumps, skids, enclosures, and appurtenances		
9	External blowers, skids, enclosures, and appurtenances		
10	External chemical feed equipment,		

Line Item.	Description	Note	Price
	skids, enclosures, and appurtenances		
11	Control Panels	Allen Bradley PLC controls or ENGINEER approved equal.	
12	Electrical Materials	MCC, VFDs, electrical and controls cables and conduit, grounding materials, etc.	
13	Environmental control equipment	Covers, enclosures, odor control equipment, etc.	
14	Interconnecting Piping, supports, and appurtenances		
15	Other equipment and materials	1 year supply of recommended spare parts.	
16	Engineering Design Services		
17	Site Installation Services		
18	Testing, Commissioning, and Training Services	Supplier shall provide the first fill of all chemical storage units.	
19	Administrative, Permitting and General Conditions		
20	Performance and Payment Bond		
21	Project Total	Sum of Line Items #1-20	

- Operation and Maintenance estimates - Number of Operator Hours per week required for typical system operations, monitoring, maintenance, and control sampling:
 - _____
- Total connected electrical load for equipment operating at 100% design speed (excluding installed spares):
 - _____
- Estimated Chemical Quantities consumed per month (list all dosed chemicals included in SUPPLIER's system design):
 - _____

4.2 PROPOSAL FORM SECTION FOR ALTERNATES

There are two (2) Alternate scope items for which OWNER and ENGINEER would like to collect information. These estimates are non-binding but will be used in the evaluation of a portion of the non-cost related evaluation criteria.

- Alternate A1: OWNER would like the ability to upgrade the wastewater treatment system in the near future to improve the effluent quality to meet public access reuse (PAR) quality requirements of 20 mg/L BOD, 5 mg/L TSS, and 10 mg/L Nitrate-N as well as meeting all other operational and design requirements required for PAR by Florida statutes. Please advise what equipment and/or process changes would be required and provide a budgetary cost estimate to design, supply, install, and commission the additional equipment and materials for upgrading the Base Proposal system next to Alternate A1 below.
- Alternate A2: OWNER may be required at some point in the future by Florida DEP to improve the effluent quality to meet much stricter Water Quality Based Effluent Limits of 5 mg/L BOD, 5 mg/L TSS, 3 mg/L TN, and 1 mg/L TP. If SUPPLIER can upgrade the Base Proposal system to meet these stricter effluent requirements, please advise what equipment and/or process changes would be required and provide a budgetary cost estimate to design, supply, install, and commission the additional equipment and materials for upgrading the Base Proposal system next to Alternate A2 below.

If desired, the SUPPLIER may propose alternatives or substitutions to the equipment and processes specified in Appendix A. The SUPPLIER's proposal shall include a clear explanation of the alternative or substitution, as well as justification that the quality and effectiveness of the proposed alternative meets both the original intent of the design, as well as meeting the criteria and guidelines established in the publications listed in Section 5.2. Provide lump sum cost adder estimates for each alternative in the Proposal Form below. Additional rows may be added as required.

Line Item.	Description	Note	Cost Estimate \$
A1	WWTP PAR Effluent Quality Upgrade	Lump Sum Budgetary Estimate	
A2	WWTP Advanced PAR Effluent Quality Upgrade	Lump Sum Budgetary Estimate	
A3	Other Alternative Design	Optional; Not Mandatory	



4.3 PRICING VALIDITY AND ESTIMATED ESCALATION COSTS

The pricing listed in this Proposal Form is valid to contract for: 90 days.

If Notice Of Award is delayed beyond 3 months from Proposal Due Date, an escalation factor of 1 % may apply for each additional 90 days that the Notice Of Award is delayed.

4.4 EXCLUSIONS, CLARIFICATIONS AND EXCEPTIONS

LIST EXCLUSIONS, CLARIFICATIONS, AND EXCEPTIONS TAKEN BY SUPPLIER. ADDITIONAL EXCLUSIONS MAY BE ATTACHED AS NECESSARY

1. _____
2. _____
3. _____
4. _____
5. _____



4.5 ACKNOWLEDGEMENT AND ACCEPTANCE

Please check acknowledgement in the boxes at left.

☐ I have agreed to comply with all the provisions and requirements of this Request for Proposal except as noted in Section 4.4 of this form.

☐ I have received and agree to comply with all the provisions and requirements of all Addendums received subsequent to the initial Request for Proposal except as noted in Section 4.4 of this form.

Addendum _____ Received _____
Addendum _____ Received _____
Addendum _____ Received _____
Addendum _____ Received _____
Addendum _____ Received _____

☐ I have read and agree to comply with all the provisions and requirements of the Proposal Drawings, Design Tables, other Proposal Documents and applicable laws and industry codes except as noted in Section 4.4 of this form.

☐ I have read and provided comments to the draft Contract Documents and understand that the Proposal will be deemed incomplete unless the comments to the Contract Documents are not received on or before the Due Date.

Company _____

Signed By: _____

Print Name: _____

Title: _____

Hereunto Duly Authorized

Date: _____



5. PROJECT OVERVIEW

5.1 PROJECT DESCRIPTION

The Town of Montverde proposes to construct a new activated sludge wastewater treatment plant (WWTP) for the reduction of solids and total nitrogen from the plant's influent. This project will utilize a preselected SUPPLIER and a General Contractor. The General Contractor will be responsible for any scope not provided by the SUPPLIER as outlined in Section 1.7 - Scope of Work Summary - of this RFP.

The plant is proposed to be constructed in phases. OWNER is requesting pricing information for only the first phase which will have a minimum of two (2) process trains such that the WWTP can handle 66% of the maximum month flow conditions with the largest tank out of service. The design of the WWTP is intended to achieve Class III reliability, secondary treatment, and meet basic level disinfection standards. The plant effluent must meet quality requirements for reuse for ground water recharge regulations. Disposal is proposed to be by land application through Rapid Infiltration Basins (RIBs). Solids will be disposed of via aerobic digestion and liquid sludge hauling.

5.1.1 Wastewater Design Basis

ENGINEER assumes that houses connected will have garbage disposals and estimated BOD, TSS, and TKN based on number of people according to the methods of the 10 States Standards.

The first phase will be rated for an average daily flow of 0.17 MGD and max month flow of 0.32 MGD.

The Influent design basis is listed in **Table 5-1**.

Table 5-1 - Influent Design Basis

		Initial Buildout Population Estimate: 1,600		
		Average Day	Max. Monthly Average	Max. Day
Parameter	Units	Minimum 2 Trains		
Daily Average Flow	gpd	170,000	320,000	480,000
pH	S.U.	7.0	7.0	7.0
BOD _t	lb/d	320	440	550
	mg/L	226	165	137
TSS	lb/d	360	510	740
	mg/L	254	191	185
TKN	lb/d	71	89	100
	mg/L	50.1	33.3	25.0

		Initial Buildout Population Estimate: 1,600		
		Average Day	Max. Monthly Average	Max. Day
TP	lb/d	13	16	18
	mg/L	9.2	6.0	4.5
FOG	mg/L	90	90	90
Alkalinity	mg/L as CaCO ₃	90	90	90
Temperature	Degree F	68	68	68

5.1.2 Process Design Requirements Overview

This section provides a brief overview of the base conceptual design prepared by the ENGINEER. Appendix C includes the Preliminary Design Report. SUPPLIER shall provide equipment and process design calculations consistent with the design standards outlined in Appendix A and in this section.

The design peak hourly flow shall be used to evaluate peaks on all hydraulic processes, pumps, piping, and tanks. Design of treatment units, not subject to peak hourly flows, shall be the design maximum monthly flow. Provide a single point for splitting flow distribution before each unit process,

The system must be designed to handle 66% of maximum flow with the largest tank out of service. The flow shall be divided between 2 or more units capable of independent operation. See Appendices A and C for additional details.

The proposed WWTP will consist of primary and secondary treatment and will be designed to accommodate the addition of tertiary and advanced treatment for PAR level of service in the future.

To accommodate the progressive phasing of the collection system, the WWTP will be built in multiple stages. The first stage, which the SUPPLIER shall base their cost estimate on, will accommodate flows for Phase IA of the collection system.

The biological treatment system will be divided into a minimum of 2 equal sized trains in the initial stage to handle. The system will be able to treat 2/3 of the max monthly flow with the largest tank out of service. Additional trains will be added as demand is required in the future stages. This will also provide flexibility for maintenance if operators must shut down one train. There will be a minimum of two clarifiers built in the initial stage to accommodate maintenance.

The final configuration and sizing of the tanks is up to the discretion of the Supplier. The information provided below is a guide to ensure basic design requirements. If Suppliers have

questions or concerns about meeting these requirements, they can use the RFI tools to address their questions. Details of the design requirements for the equipment can be found in Appendix A.

The proposed treatment plant will need to reduce the conventional parameters: Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS). It is anticipated that nitrification will occur in the aerobic tanks and the influent ammonia will be converted to nitrate. To ensure that the nitrate concentration is less than 10 mg/L, the Modified Ludzack-Ettinger Process (MLE) will be used to reduce the effluent nitrate concentration to below the discharge limits.

The plant will discharge the disinfected effluent to the Rapid Infiltration Basins provided by the General Contractor. Effluent dechlorination is not required.

Waste solids from the aerobic biological treatment system will be pumped to digester tanks for aerobic digestion. Town of Montverde will periodically truck waste solids offsite for disposal. There will not be onsite solids thickening or dewatering.

Most of the WWTP equipment will be located outside and should be designed for noise reduction capable of maintaining low noise levels (recognizing that the WWTP will be adjacent to residential properties), odor control, and weather protection for the hot, humid conditions and hurricane wind speeds of central Florida. The OWNER has limited staff and will most likely engage part-time contract operators for day-to-day operation of the WWTP. The proposal should address these concerns by discussing and including the following specific items:

- Sound attenuating enclosures, at a minimum, for process blowers, generators, and other noise-producing elements in accordance with criteria in Appendix A. Identify any potential noise sources in the proposal and discuss any additional steps to mitigate noise issues. Equipment should be arranged to minimize the direct line-of-sight to noise sources from adjacent housing on the East, West, and South sides of the site.
- Odor prevention and control measures should be included in areas known to produce noxious odors, particularly for the headworks/screening and residuals handling areas. Aerosol drift should be addressed, and any hazards identified, and control measures included, if needed.
- Lightning protection shall be provided for all exposed electrical equipment and control panels. The proposal should also discuss, and the design should include provisions for the prevention of upsets and overflows upon failure of any PLC or interruption of the controls system in general.
- The WWTP will be located at a site bounded on three sides - East, West, and South - by residential properties. To the greatest extent possible, the equipment arrangement should take into account this geometry and minimize direct line-of-sight view of potentially unsightly process areas including but not limited to the headworks/screening and residuals handling processes. The proposal should be based upon the SUPPLIER's standard installation and coatings, and those standards should be illustrated with appropriate descriptive language and graphics. However, if the SUPPLIER has suggestions for attractive

and/or unique options for coatings, housings/coverings, or other treatments at extra cost, these options and costs will be considered.

A climate controlled electrical building supplied and installed by the General Contractor will house the switchboard, MCC, PLC, HMI, and ATS. The electrical facilities shall be housed in a building rated to meet the latest version of the Florida Building Code. The backup generator will be slab mounted, powered by natural gas, and supplied and installed by Others. The process equipment for the base option is described in the Preliminary Design Report (Appendix C). The SUPPLIER shall provide a control system that integrates the controls as needed, as described in the Preliminary Design Report (Appendix C).

5.1.3 Future Flow Capacity Expansion

The base proposal price should be based upon the assumed flows for Phase IA in the Preliminary Design Report (Appendix C) and the effluent limits of 20 mg/L BOD, 20 mg/L TSS, and 10 mg/L as N nitrate. The proposal should discuss and present a conceptual phasing plan to accommodate the future flows anticipated in the Preliminary Design Report (Appendix C). Contract may also include an award for future expansions up to the full buildout design contingent on funding availability.

5.1.4 Future Effluent Standards Planning

Base Bid: The base proposal price should be based upon the assumed effluent treatment criteria of 20-mg/L BOD, 20-mg/L TSS, and 10-mg/L Nitrate-N, measured on an annual average basis.

However, the application process with FDEP has not been completed so the stated assumed effluent criteria is subject to change. An addendum to this RFP will be issued in the event the base proposal effluent criteria is altered for any reason. It is highly likely the Town will implement a Public Access Reuse (PAR) program as part of this project or in the very near future.

Thus, the suitability of the proposed WWTP system to be upgraded to meet more stringent effluent criteria will be evaluated as a non-cost factor as well as a component of the overall project approach and understanding.

Bid Alternate A1: The proposal shall include a non-binding conceptual cost and description of the steps and footprint needed to upgrade the base proposal option to provide more stringent levels of treatment. SUPPLIERS are encouraged to indicate how they would obtain an effluent quality suitable for PAR standards. Proposed equipment descriptions should include filtration and associated equipment, high level disinfection, and other process modifications required to meet effluent standard of 20-mg/L BOD, 5-mg/L TSS, and 10-mg/L Nitrate-N, measured on an annual average basis.

Bid Alternate A2 : The proposal shall also include a discussion and non-binding conceptual cost and description of the steps and footprint needed to upgrade the base proposal option to provide more stringent Water-Quality Based Effluent Limits that mandate levels of treatment to obtain an effluent quality suitable for highly stringent 5-mg/L BOD, 5-mg/L TSS, 3-mg/L TN, and 1-mg/L TP

on an annual average basis. Any design assumptions shall be clearly identified in the discussion provided by the SUPPLIER.

5.2 DESIGN AND MATERIAL STANDARDS

The specifications and standards listed in Appendices E and F shall be the standards by which the SUPPLIER's proposal should be based. In addition, the design of the wastewater treatment plant shall comply, at a minimum, with the following design standards referenced in Florida Administrative Code (F.A.C.) Chapter 62-600 – Domestic Wastewater Facilities:

- (a) Water Pollution Control Federation, 1977. Manual of Practice No. 8. Wastewater Treatment Plant Design. W.P.C.F., 601 Wythe Street, Alexandria, Virginia 22314-1994, <http://www.wef.org>.
- (b) Great Lakes/Upper Mississippi River Board of State Sanitary Engineers, 2014 edition. Recommended Standards for Wastewater Facilities. Health Research, Inc., Health Education Services Division, P.O. Box 7126, Albany, New York 12224.
- (c) U.S. Environmental Protection Agency, 1987. Phosphorus Removal-Design Manual. EPA-625/1-87-001. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.
- (d) U.S. Environmental Protection Agency, 1973. Carbon Absorption-Process Design Manual. EPA-625/1-71-002a. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.
- (e) U.S. Environmental Protection Agency, 1975. Suspended Solids Removal-Process Design Manual. EPA-625/1-75-003a. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.
- (f) U.S. Environmental Protection Agency, 1974. Upgrading Existing Wastewater Treatment Plants – Process Design Manual. EPA-625/1-71-004a. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.
- (g) U.S. Environmental Protection Agency, 1985. Odor and Corrosion Control in Sanitary Sewerage Systems and Treatment Plants – Process Design Manual. EPA-625/1-85-018. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index>.
- (h) U.S. Environmental Protection Agency, 1993. Nitrogen Control – Process Design Manual. EPA-625/R-93/010. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov>.
- (i) U.S. Environmental Protection Agency, 2006. Land Treatment of Municipal Wastewater Effluents – Process Design Manual. EPA-625/R-06/016. EPA National Risk Management Research Laboratory, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.

(j) U.S. Environmental Protection Agency, 1977. Wastewater Treatment Facilities for Sewered Small Communities – Process Design Manual. EPA-625/1-77-009. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.

(k) U.S. Environmental Protection Agency, 1979. Sludge Treatment and Disposal – Process Design Manual. EPA-625/1-79-011. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.

(l) U.S. Environmental Protection Agency, 1974. Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability – MCD-05. EPA-430/99-74-001. Environmental Quality Instructional Resources Center, The Ohio State University, 1200 Chambers Road, Room 310, Columbus, Ohio 43212. This publication is hereby adopted and incorporated by reference herein effective January 16, 2022, <http://www.flrules.org/Gateway/reference.asp?No=Ref-13946>. A copy of the publication may be obtained from the Wastewater Management Program, M.S. 3545, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

(m) U.S. Environmental Protection Agency, 1986. Municipal Wastewater Disinfection – Design Manual. EPA-625/1-86-021. EPA Center for Environmental Research Information, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268, <http://www.epa.gov/nscep/index.html>.

(n) Water Environment Research Foundation, 2004. Emergency Response Plan Guidance for Wastewater Systems, Water Environment Research Foundation, 635 Slaters Lane, Suite 300, Alexandria, VA 22314-1177, www.werf.org.

(o) American Water Works Association, 2018. Emergency Planning for Water and Wastewater Utilities. American Water Works Association, 6666 West Quincy Avenue, Denver, CO 80235-3098, www.awwa.org.

In all cases, the latest version or revision of the publications are to be used.

5.3 PERMITTING

The following table lists permits anticipated for the Project. For permits identified as the SUPPLIER's responsibility, the SUPPLIER shall prepare the applications, and pay the associated fees. This will be part of the Construction Work. The ENGINEER shall assist the SUPPLIER with shepherding the permits through the submittal and approval process.

Permit	Description	Permit Responsibility
Florida Department of Environmental Protection – Construction General Permit	62-620.910(1) & (2A)	ENGINEER
Florida Department of Environmental Protection – Environmental Resource Permit	Stormwater Management	ENGINEER

Permit	Description	Permit Responsibility
FL Fish & Wildlife Commission	Endangered Species Relocation	ENGINEER/General Contractor
Plan Review	Montverde	SUPPLIER
Building Permit	Montverde	SUPPLIER
Electrical Permit	Montverde	SUPPLIER
Air Permitting	Air Pollution permits are generally not required for WWTP projects. However, should the SUPPLIER propose a process that does require an air pollution permit, then the SUPPLIER shall be responsible for permitting and fees.	SUPPLIER

5.4 EFFLUENT LIMITS

The FDEP has not issued a final discharge permit to the Town. However, we have received preliminary effluent discharge criteria from FDEP, shown in **Table 5-2**, for five-day Carbonaceous Biochemical Oxygen Demand (cBOD5), Total Suspended Solids (TSS), and Nitrate nitrogen. SUPPLIERS shall target an effluent discharge quality that is equivalent to or better than 75% of the expected permit limits.

Table 5-2 Preliminary Effluent Discharge Criteria

Parameter	Units	Annual Average	Monthly Average	Weekly Average	Max Permissible
cBOD5	mg/L	20.0	30.0	45.0	60.0
TSS	mg/L	20.0	30.0	45.0	60.0
Nitrate as N	mg/L as N	10.0	Not Given	Not Given	Not Given



6. WORK RESTRICTIONS AND SAFETY

SUPPLIER will be required to comply with the information contained in Appendix E.



7. QUALITY CONTROL

SUPPLIER will be required to comply with the information contained in Appendix E.



8. PROJECT COMMUNICATION AND DOCUMENTATION

SUPPLIER will be required to comply with the information contained in Appendix E.



9. CONSTRUCTION LOGISTICS

SUPPLIER will be required to comply with the information contained in Appendix E.

Also refer to Appendix E for the Performance Test Requirements.



APPENDIX A - EQUIPMENT DESIGN CRITERIA

All proposed options must meet design parameters per Recommended Standards for Wastewater Facilities, 2004 Edition (also referred to as 10 States Standards) and expected effluent release limits outlined in this report. If the responder has cost-effective alternative means to accomplish the scope indicated, please provide pricing and design information as indicated in Section 4.2 for OWNER and ENGINEER to evaluate the proposed option.

Location: Montverde, FL
A/E Firm: Woodard & Curran
Date: 7/11/2024
Generated by: Ed Sharood
Checked by: Pzheng

1.0 Design Basis

Table For Report All Design Load Conditions		Initial Buildout		
		Average Day	Max Monthly Average	Max Day
Parameter	Units	Minimum 2 Trains		
Daily Average Flow	gpd	170,000	320,000	480,000
pH	S.U.	7.0	7.0	7.0
BODt	ppd	320	440	550
	mg/L	226	165	137
TSS	ppd	360	510	740
	mg/L	254	191	185
TKN	ppd	71	89	100
	mg/L	50.1	33.3	25.0
TP	ppd	13	16	18
	mg/L	9.2	6.0	4.5
FOG	mg/L	90	90	90
Alkalinity	mg/L as CaCO3	90	90	90
Temperature	Degree F	68	68	68
bCOD/BOD	Ratio	1.6	1.6	1.6

2.0 Influent Screen		
Equipment Type	Perforated drum style or equivalent self cleaning	
Design Flow	gpm	Peak Hour Flows
Design Solids Loading	ppd	740
Screen Spacing	inches	0.25
Redundancy	Units Installed	2.00
	Units in Service	1.00
Location	Outside	
Alarms	Motor Fault	
Controls	Controls per Manufacturer's recommendation. Self cleaning	
Motor requirements	Class 1 Division 1, Premium Efficiency	

3.0 Biological Process		
Tank Material of Construction	Concrete or 316 Stainless Steel	
Freeboard	feet	3.00
Redundancy	Two (2) trains installed minimum, must handle >66% of max month flows with one train offline. Include required equipment for each train to function independently.	
Length to Width Ratio	L: W	2:1 typically for aeration tanks
WWTP Process Selection	Process must be specifically designed to remove: Total Nitrogen, Biochemical Oxygen Demand, and Total Suspended Solids	
Solids Residence Time Process Tanks	Days	15-20 combined Aerobic + Anoxic
Aerobic Sludge Holding Tank	Days	>20
Mixed Liquor Concentration	mg/L	1,000 - 3,000
Sludge Tank Mixing Air	SCFM / 1000-gallons	30
Instrumentation Per Train	(1) Nitrate, (2) dissolved oxygen, (2) pH & temperature	
Chemical Addition	Magnesium Hydroxide	
Removal Targets	See expected permit. Target 75% of permit limits	
SDNR	Calculated based on FM	0.05-0.15 gNOx-N/gMLSS/d
F:M* will be process dependant	Typical target range	0.2-0.5
Organic Loading Rate	lbs BOD/1000ft3-d	<40
Process Water vs Clean Water	Alpha	0.5
Internal Mixed Liquor Recycle	Flow proportional to influent	300%-500%
Freeboard	ft	2 to 3
Aeration Tank Diffusers	Fine Bubble	
Sludge Digester Diffusers	Coarse Bubble	

4.0	Blowers		
	Type of Blower	Positive Displacement	
	Enclosure	Included	OSHA 65 dBA at 3'
	Connection Type	Inlet/Outlet	Flange / Flange
	Inlet and Discharge Silencers	Included	Yes
	Blower Capacity	Blowers must use multiple units to handle peak air demand with the targets unit out of service	
	Blower Motor	Premium Efficiency	VFD, Inverter Duty
	AOR/SOR	RATIO	0.52
	Air Demand based on peak hour loading	lbO2/lbBOD5	1.1
	Air Demand based on peak hour loading	lbO2/lbTKN	4.6

5.0	Pumps		
	Pump for RAW Wastewater Service	Submersible Non-Clog Centrifugal	
	Pump for RAS Service	Positive Displacement, or equal	
	Pump for WAS Service	Positive Displacement, or equal	
	Pump for Sludge Transfer Service	Positive Displacement, or equal	
	Plant Water or Potable Water	Centrifugal preferred, multistage inline	
	Chemical Pumps	Peristaltic, duplex 1-duty 2-spare, skid mounted with calibration	
	Plant Water System	Sized for 100 gpm flow demand to feed hose bibs around	
	Connection Type	Inlet/Outlet	Flange / Flange
	Motor	Premium Efficiency	VFD, 460 V, 60 HZ, Inverter Duty
	RAS Flow Minimum	% Forward ADF	50%-150%
	Hydraulic Capacity Water Pumps	Must handle peak flows with largest unit out of service.	
	Hydraulic Capacity Chemical Pumps	Must provide shelf spare	

6.0	Solids Separation		
	Type of process	Clarifiers (one per train), must handle full flow with one clarifier offline	
	Solid Loading Rate: Clarifiers	lb/sf/day	35 Peak Day with Max RAS
	Surface Overflow Rate: Clarifiers	gal/sf/day	1,000 at 0.718 MGD
	Target Sludge Volume Index	SVI	150-200
	Weir Loading	gpd/ft	20,000

7.0	Disinfection		
	Level of disinfection required per 62-600.440 Disinfection	Basic Disinfection per FDEP	
	Chlorine Dose to Maintain	0.5 mg/L to 1.0 mg/L	
	Method Used	Chlorine Disinfection	
	Retention Time Max Month Flow	62-600.440	30 minutes
	Retention Time Peak Day Flow	62-600.440	15 minutes
	Mixing	Location	Pre CCT and Post CCT

8.0	Chemical Storage		
	Chlorine Storage	30 days or less	Vented
	Magnesium Hydroxide Storage	30 days or less	Mixed Storage Tank
	Containment	Must contain 110% of the largest tank.	
	Assumed Storage Location	Outside, heat trace and insulate as needed, provide UV protection	



APPENDIX B –SITE LAYOUT

DELETED – See Footnote under Section 2.2.



APPENDIX C – PRELIMINARY DESIGN REPORT



Draft – 30% Preliminary Design Report

Montverde
Wastewater
Collection System &
Treatment Plant
Design

1511 N Westshore Blvd | Suite 420
Tampa, Florida 33607
800.426.4262

woodardcurran.com

0233076.07
**City of
Montverde, FL**
July 2024

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EXECUTIVE SUMMARY

The purpose of this report is to establish design concepts for the upgrades to the Montverde Wastewater Treatment Plant (WWTP). The report documents the technical components of the collection system, WWTP facility, and phased implementation. It also provides a general description of the proposed work and subsequent criteria used in the selection of the process and major equipment. The DBR will serve as the basis of design and is intended for review and approval by the Town of Montverde. The document has been arranged into sections in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C. Section II.

1. INTRODUCTION

1.1 Background

The Town of Montverde (Town) resides in southeastern Lake County on the southwest shore of Lake Apopka and is approximately 1.7 square miles in land area. The Town is approximately 25 miles from Orlando and bound to the west by Minneola, to the south by Clermont, to the north by Ferndale and to the east by Lake Apopka. The 2020 census recorded a population of 1,655 residents; however, the town is expecting to increase their population density due to new housing developments in the area. The Town's total expected population could reach up to 5,300-people over the next 20-years. The Town's concern over local watershed and the health of Lake Apopka prompted them to develop a community action plan for the sewer system.

The Town hired Woodard & Curran (W&C) to facilitate the engineering design and bid administration of a septic-to-sewer and wastewater treatment plant project. The Initial buildout of project scope consists of two primary parts:

- (1.) Collection system: septic-to-sewer project consisting of approximately 32,600 linear feet (LF) of gravity sewer, 8,000 LF of force mains, and lift stations;
- (2.) Wastewater Treatment Plant: Initial buildout Average Daily Flow (ADF) of 170,000-gallons per day (gpd), with peaking factors based on a population equivalent of 1,600 people connected to sewer.

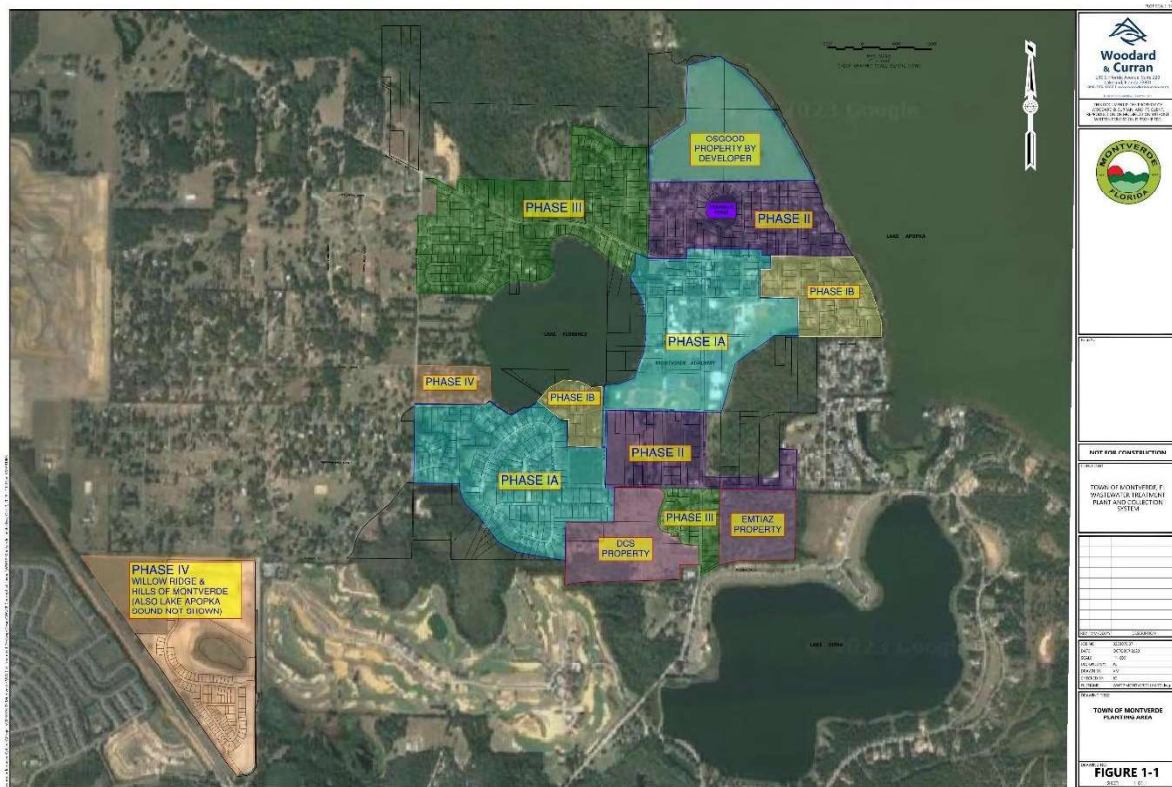
Future flows are expected to require additional treatment trains as the collection system expands to new areas. The system will use Rapid Infiltration Basins (RIBs) with provisions to switch over at a later date to provide reclaimed water for irrigation for the Town.

The developed areas of the Town (residential and commercial properties) are all currently served by private onsite treatment and disposal systems (OSTD). These OSTD's are intended to be decommissioned in accordance with FDEP requirements. Additionally, the Montverde Academy has their own private collection system, wastewater treatment plant and 2 lift stations. This treatment plant is a 23,000 gpd Annual Average Daily Flow (AADF) permitted facility discharging effluent into on-site RIBs. As part of this project, the Academy's wastewater flow will be connected to the new collection system, and the existing WWTP will be decommissioned.

The planning area shown in **Error! Reference source not found.** incorporates the existing Town boundary limits and the contiguous surrounding lands in Lake County.

This project addresses several different phases of construction for build out of the collection system and WWTP. For clarity, W&C refers to the different expansions of the collection system by Phases 1-4. The different expansions of the WWTP are described as initial buildout and final buildout.

FIGURE 1-1: MONTVERDE PLANNING AREA



1.2 Purpose of this Report

The Preliminary Design Report is intended to serve the following purposes:

- Establish design recommendations for the installation of the first phase of the gravity sanitary sewer pipelines based on existing topography and subsurface utilities.
- Establish design recommendations for the installation of force main sewer pipelines based on existing topography and subsurface utilities.
- Establish design recommendations for the installation of up to 4 pump stations.
- Establish design recommendations for the WWTP processes and effluent disposal system(s). The WWTP will handle and ADF of 170,000-gpd can be expandable.
- Provide an engineer's opinion of probable cost for Phase 1A of the collection system and initial buildout of WWTP.

The document has been arranged into sections in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C. Section II.

1.3 Project Description

The objective of this project is to design and construct the first phase of a collection system and initial buildout of wastewater treatment plant for the Town of Montverde, Florida. The first phase of the collection system will service residential areas primarily and include the local Montverde Academy wastewater as well. The residential areas consist of 180 existing residential properties within the Magnolia Terrace, Florence View and four Lakes Lane neighborhoods as well as new 139 connections from the future development of the Osgood Property. The Montverde Academy will also be serviced as part of this Phase 1A. It is important to note that the wastewater treatment plant will be sized to accommodate Phase 1A flow with the initial buildout. This initial population equivalence is roughly 1,600 people and is close to the current population of the town.

All future flows and loads will be accommodated with additional treatment trains on an as needed basis depending on current loads and connected area. The future collection system expansion will consist of an additional four Phases (Phase 1B, 2, 3 & 4) encompassing the remaining portions of the Town. The estimated population equivalence of the Town's full buildout capacity is approximately 5,300-people. To ensure the This analysis does not consider areas for potential future connection outside the Town's boundary limits. This permit is for Phase 1A of the collection system and the initial buildout of the treatment plant.

1.4 Treatment & Collection System Overview

The proposed wastewater treatment process will be comprised of Preliminary, Secondary and Tertiary Treatment. Treatment Process Description is shown in **Table 1-1**. The proposed treatment plant will need to reduce the conventional parameters of Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS). It is anticipated that nitrification will occur in the aerobic tanks and the influent ammonia will be converted to nitrate. To ensure that the nitrate concentration is less than 10 mg/L as Nitrogen, the Modified Ludzack-Ettinger Process (MLE) will be used to reduce the effluent nitrate concentration to below the discharge limits. W&C will make provisions for future use of tertiary treatment required for Public Access Reuse (PAR) level effluent quality.

The collection system will be served via a combination of gravity and forcemain sewers.

Table 1-1: Treatment Process Description

Treatment Process	Description
Preliminary Treatment: Screening	<ul style="list-style-type: none"> • Fine screen removing solids greater than 6-mm • Grit Removal and grit washing (future) • Solids conveyed to dumpster for offsite disposal
Influent Feed Channel	<ul style="list-style-type: none"> • Flow and contaminant load equalization to normalize loading on downstream treatment processes. • Addition of alkalinity.
pH Adjustment	<ul style="list-style-type: none"> • pH of process tanks adjusted as needed
Secondary Treatment: Biological Wastewater Treatment	<ul style="list-style-type: none"> • Modified Ludzack-Ettinger (MLE) process for BOD, nitrification/denitrification process. • Anoxic tank. • Aerobic zone mixed and aerated by diffused aeration. • Internal mixed liquor recycle as needed • Conventional Gravity Clarifier for solids separation
Tertiary Treatment:	<ul style="list-style-type: none"> • Disinfection via chlorine contact tank • Disinfection with sodium hypochlorite
Waste Sludge Storage and Digestion	<ul style="list-style-type: none"> • Aerobic digestion using coarse bubble diffusers • Trucking stabilized residuals for offsite disposal
Effluent Disposal	<ul style="list-style-type: none"> • Rapid Infiltration Basis for sub surface effluent disposal

1.5 Population and Projected Growth

The Town of Montverde is in southeastern Lake County on the southwest shore of Lake Apopka. The Town is a mainly residential community with a small downtown commercial area and is home to the Montverde Academy, a secondary private school located adjacent to the downtown area. The Town's commercial area consists mainly of service-type establishments intended to serve the local residents and Academy staff and students. There is negligible industrial activity in the service area. The current population is 1,655 based on the census data in 2020, with a projected growth rate of 1.7%. While an estimated growth rate of 1.7% per year may be reasonable for estimating the in-fill within the existing town limits, it is anticipated that near term development already planned within the utility service area will exceed that estimated growth rate.

Therefore, the Town and W&C evaluated potential growth and buildout of the collection system that will serve the Montverde WWTP to determine the population served by the WWTP.

W&C reviewed GIS data and Town water system connection data to determine the number of residential households, commercial connections, and rural connections. These connections are grouped into four main areas corresponding to the order in which they will be connected to the collection system. The Town identified current and future residential development areas. The results indicate the Town's capacity for residents is 5,400-people including Phases 1-4. Phase 1A will serve an area with an estimated population equivalence of 1,600-people.

For planning purposes, this evaluation uses the City of Mount Dora Utility Standards and 10 States Standards as guides. Both documents advise using an average per capita sewage generation rate of 100 gallons per person per day (100 gpcpd), and an average occupancy of 3.5 persons per equivalent residential unit (ERU).

1.6 Desktop Reviews

As part of the planning efforts, a review of historical data, drawings, and maps was conducted by Woodard & Curran to improve the understanding of the project area and identify key issues that will impact the planned improvements.

The following types of records and data were reviewed and utilized during these planning efforts:

- County GIS Database
- Historical Water Main Record Drawings
- Montverde Academy Record Drawings
- Montverde Academy Flow Data

The following sections describe reviews completed and summarize the key findings that are relevant to the project area and planning.

1.6.1 GIS Database and Record Drawings

Woodard & Curran obtained and reviewed record drawings and GIS data layers for the Academy's limited collection system, Town-wide water distribution system and environmental resource areas. The Academy's record drawings were utilized to determine a connection point to the downtown area. The county's GIS data was used to prepare field maps that will be utilized by subcontractors during field investigations. Woodard & Curran noted the county's GIS data is constantly being updated and therefore, the GIS data used may not have included more recent updates implemented after this report was written.

1.7 Field Investigations

To prepare the collection system design, the following field investigations will be conducted:

- Topographic mapping
- Subsurface utility locates

- Subsurface Geotechnical Investigation
- Environmental Assessment

Subsurface geotechnical investigations are primarily intended to be performed within the WWTP site. However, borings, probes and potentially test pits will be conducted in rights-of-way at critical locations such as potentially deep open cut excavation areas and pump station locations.

1.7.1 Existing Conditions and Impact Studies

Woodard & Curran is in the process of requesting proposals from various surveying companies within the area to perform an existing conditions topographical field survey for rights-of-way and the WWTP/force main routing within the project area. The survey data proposed to be collected consists of surface features, above and below grade utility mains, and topographic details suitable for detailed design of pipeline construction.

Existing conditions survey-based mapping plans are proposed at a scale of 1-inch=40-feet and delivered using AutoCAD Civil 3D.

1.7.2 Subsurface Geotechnical Investigation

Woodard & Curran is in the process of requesting proposals from various geotechnical companies within the area to perform geotechnical investigations. The investigations will consist of assessing existing soils to determine seasonal high groundwater table elevation, soil classification and bearing capacity, as well as subsurface investigation needed to assess the feasibility of RIB effluent disposal on-site. Geotechnical investigations will primarily be performed within the 9-acre site where the WWTP is proposed. However, some geotechnical investigations will be performed within the rights-of-way where deeper excavations are required to facilitate the installation of gravity sewer pipes. Performing such investigations can reduce the "unknown conditions" that can result in costly change orders during construction.

1.7.3 Environmental Assessment

Woodard & Curran is in the process of requesting proposals from various environmental consultants within the area to perform environmental assessment at the locations specified below:

- Location 1: 150-foot-wide corridor for sewer main routing through wetlands and proposed WWTP site
- Location 2: Wetlands area south of Four Lakes Lane
- Location 3: Wetlands east of Montverde Academy

The environmental assessment will consist of locating and flagging the boundaries of all wetlands (bordering vegetated wetlands (BVW) & isolated vegetated wetlands (IVW)) and surface waters that may exist on the site per the wetland delineation methodology provided in Chapter 62-340 F.A.C. Delineation of the Landward Extent of Wetlands and Surface Waters and the 1987 Corps of Engineers Wetland Delineation Manual. A wetland resource area analysis report describing each site, the wetland resource areas, the wetland boundary determination methodology, flood plains, mean annual high water (MAHW), normal pool level of the wetland and relevant regulatory implications will be provided as part of the wetland flagging

component of the work. Additionally, as part of the environmental assessment, onsite habitats and the potential occurrence of any species considered endangered, threatened, or of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 58A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12 will be evaluated.

1.7.4 Inspection of Existing Onsite Treatment and Disposal Systems (OSTD)

Inspections of private onsite treatment and disposal systems have not been completed and are not proposed to be completed as part of this project as the intent of the project is to fully decommission the OSTD systems per the county and FDEP requirements.

2. PROCESS

2.1 Design Basis flows and loads- characterization

2.1.1 Design Flows Peaking Factors

Wastewater flows change with season, and it is important to size a facility for both peak hydraulic loading and peak organic loading variability. W&C used the *Recommended Standards for Wastewater Facilities (2014)* (aka "10 States Standard") as the basis for determining peaking factors and organic loading because there is no historical data on which to base the design. W&C compared these values to the Mt Dora Utility Standards, which the Town is using as a model utility standard. The 10 States Standard helps determine some peak values, but not all required by FDEP. For the remaining values W&C used the Technical Report-16 (TR16 2011 edition) to determine maximum and minimum daily flows. W&C assumed a normal distribution and calculated the standard deviation using given values from the TR16 and 10 states standards methods. The daily maximum and minimum were calculated based on average daily flows estimated per 10 states standards. The peaking factors are dependent on population so there are slight differences for the initial and final buildout designs.

Table 2-1 below shows the peaking factors for flows from Phase 1A of the collection system buildout. These factors are based on a population equivalence of 1,600 -people.

Table 2-1: Design Flows and Peaking Factors Phase 1A

	Units	Average Daily Flow	Peak Hourly Flow	Max Daily Flow	Max Monthly Average Daily Flow	Max 3 months sustained Daily Flow	Min Daily Flow
Peaking Factor	--	1.0	3.7	2.8	1.9	1.4	0.37
Initial Flows	Gallons per Day	170,000	620,000	480,000	320,000	240,000	60,000

Table 2-2 below shows the peaking factors for flows associated with full buildout of the Town's collection system for all Phases 1-4. These factors are based on a population equivalence of 5,400 -people.

Table 2-2: Design Flows and Peaking Factors Phases 1-4

	Units	Average Day	Peak Hour	Max Day	Max Month	Maximum 3 months	Min Day
Peaking Factor	--	1.0	3.2	2.3	1.7	1.3	0.42
Future Flows	Gallons per Day	600,000	1,930,000	1,380,000	1,000,000	790,000	250,000

2.1.2 Inflow & Infiltration

Infiltration is most noticeable during the summer months during the wet weather season, causing the groundwater level to be high. Inflow is typically characterized by an increase in flow for a relatively short period of time during and immediately following a rainfall event. W&C examined Mt Dora Utility Standards and estimated the average I/I component of the WWTF flow. At this time, W&C assumes a 10% increase in flow due to I&I. W&C applied this factor of 10% to the flow per equivalent dwelling unit (EDU) and the average daily flow reflects the inclusion of I&I.

2.1.3 Hydraulic loadings

W&C estimated the WWTP influent average daily flows based on number of households and connections in the proposed Phase IA with the projected year, shown in Table 2-4. W&C assumed people per household (3.5) and average flow per person (100 gpd) based on 10 State Standard and values of adjacent municipalities. W&C then used the peaking factors discussed in Section 2.1.1 Design Flows Peaking Factors

2.1.4 Organic Loadings

Assumed influent wastewater strength and target effluent water quality parameters are also presented in Table 2-4. W&C assumes that house connections will have a garbage disposal and estimated BOD, TSS, and TKN based on number of people according to the methods of the 10 States Standards. These factors are listed in **Table 2-3** below.

TABLE 2-3: WASTEWATER INFLUENT LOADING FACTORS

	Units	2025	2045
Population	# People	1,600	5,400
BOD Residential	lb/person	0.22	
TSS Residential	lb/person	0.25	
TKN Residential	lb/person	0.046	

It is common during high flows conditions for the organic loading to vary by a different amount. Organic loading variation can be related to flows but are often not linearly scaled with flow. The 10 States Standard design manual lists the following factors for determining the peaks of organic loading, shown in **Table 2-4**.

TABLE 2-4: PEAK FACTORS OF ORGANIC LOADINGS

	Max Day	Max Month
TSS	1.9	1.3
BOD	1.6	1.26
TKN	1.4	1.24

Table 2-5 below shows the organic and hydraulic loading associated with each area of the collection system buildout. These areas are cumulative, so the flows and loads shown in area 4 included the loads from Area 1-3 as well. W&C uses standard municipal values for Fats Oils and Grease (FOG) and for alkalinity. These values came from the 10 States Standard.

**TABLE 2-5: PHASED DESIGN LOADING FOR THE ESTIMATED TOWN COLLECTION SYSTEM
CONNECTION CAPACITY.**

Parameter	Units	Phase 1A Connected	Phase 1B	Phase 2 Connected	Phase 3 Connected	Phase 4 Connected
Daily Average Flow	gpd	170,000	250,000	280,000	420,000	600,000
pH	S.U.	7.0	7.0	7.0	7.0	7.0
BODt	ppd	310	460	530	810	1,160
	mg/L	219	221	227	231	232
TSS	ppd	360	520	600	910	1,320
	mg/L	254	249	257	260	264
TKN	ppd	71	100	120	170	250
	mg/L	50	48	51	49	50
Alkalinity	mg/L as CaCO ₃	90	90	90	90	90
FOG	mg/L	90	90	90	90	90

Ppd = pounds per day

Mg/L = miligram per liter

BOD = Biochemical Oxygen Demand

TSS = Total Suspended Solids

TKN = Total Kjeldahl Nitrogen

FOG = Fats Oil and Grease

Table 2-4 shows the connection phasing and WWTP capacity from year 2025 to 2045. W&C recommends that the proposed WWTP is built in multiple stages. The first stage of construction will be able to handle flows up to Phase 1A of the Town buildout plan. The subsequent stages of construction will bring the WWTP capacity up to the full build out capacity of the Town. The phased construction approach reduces the capital cost impact on the utility users.

The summary design conditions for the treatment facility can be broken down into initial vs final buildout capacities. However, these initial average conditions must still meet flow variations. The design tables showing Average Daily, Max Monthly, and Max Daily organic and hydraulic loading are shown in Table 2-6 below.

TABLE 2-6: SYSTEM DESIGN LOADING AND VARIATIONS

Table For Report All Design Load Conditions		Initial Buildout Population: 1,600			Future Buildout Population: 5,400		
		Average Day	Max Monthly Average	Max Day	Average Day	Max Monthly Average	Max Day
Parameter	Units	Minimum 2 Trains			Minimum 3 Trains		
Daily Average Flow	gpd	170,000	320,000	480,000	600,000	1,000,000	1,380,000
pH	S.U.	7.0	7.0	7.0	7.0	7.0	7.0
BODt	ppd	310	440	550	1,160	1,500	1,900
	mg/L	219	165	137	232	180	165
TSS	ppd	360	510	740	1,320	1,500	1,900
	mg/L	254	191	185	264	180	165
TKN	ppd	71	89	100	250	308	348
	mg/L	50	33	25	50	37	30
TP	ppd	13	16	18	43	54	61
	mg/L	9.2	6.0	4.5	8.6	6.5	5.3
FOG	mg/L	90	90	90	90	90	90
Alkalinity	mg/L as CaCO ₃	90	90	90	90	90	90
Temperature	Degree F	68	68	68	68	68	68

2.2 Discharge of Effluent (disposal options)

The system will use Rapid Infiltration Basins (RIBs) with provisions to switch over at a later date to provide reclaimed water for irrigation for the Town.

2.3 Discharge Limits

The FDEP has not issued a final discharge permit to the Town. However, we have received preliminary effluent discharge criteria from FDEP, shown in **Table 2-7**, for five-day Carbonaceous Biochemical Oxygen Demand (cBOD₅), Total Suspended Solids (TSS), and Nitrate nitrogen.

TABLE 2-7: PRELIMINARY EFFLUENT DISCHARGE CRITERIA

Parameter	Units	Annual Average	Monthly Average	Weekly Average	Max Permissible
cBOD5	mg/L	20.0	30.0	45.0	60.0
TSS	mg/L	20.0	30.0	45.0	60.0
Nitrate as N	mg/L as N	10.0	Not Given	Not Given	Not Given

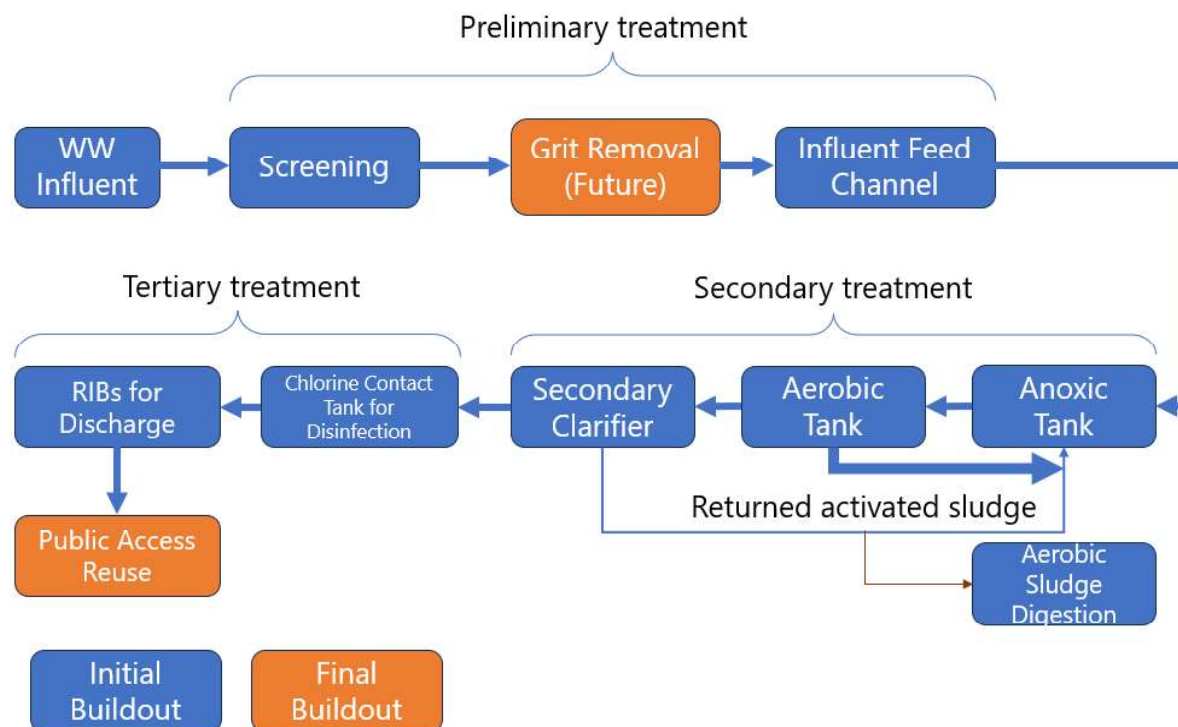
2.4 Treatment Overview

The proposed WWTP will consist of primary treatment, secondary treatment, tertiary treatment and will be designed to accommodate the addition of advanced treatment for PAR level of service in the future.

To accommodate the progressive phasing of the collection system, the WWTP will be built in multiple stages. The initial buildout will accommodate flows up to the collection system of Phase 1A and the final buildout will accommodate through Phase 4 which covers all possible connections within the service area's limits. The biological treatment system will be divided into a minimum of 2 equal sized trains in the initial phase of construction. The system will be able to treat 2/3 of the max monthly flow with the largest tank out of service. The final trains will be added as demand requires in the future buildout. This will also provide flexibility for maintenance if operators must shut down one train. There will be a minimum of two clarifiers built in the initial buildout to accommodate maintenance.

The block flow diagram, shown in Figure 2-1: Block Flow Diagram for Montverde WWTP, describes the major unit processes of the WWTP, except the presence pumping or chemical additions.

FIGURE 2-1: BLOCK FLOW DIAGRAM FOR MONTVERDE WWTP



The proposed treatment plant consists of the following major treatment processes:

2.5 Preliminary Treatment

2.5.1 Conveyance

Wastewater will reach the new WWTP via gravity and forcemain sewers. The details of these systems are found in section 3.2 of this report. W&C will work to identify the location of needed pumping stations as part of the 60% design. Currently W&C expects two pumping stations to be needed for Phase 1A of the collection system. More pumping stations may be required to handle the needs of the entire collection system once Phase 4 is connected.

2.5.2 Screening

There will be a manually raked bar rack system in place prior to the screens to prevent damage to the rotating screens due to impact from large debris. The influent screens, detailed in **Table 2-8**, will be 6 mm perforated drum style or equivalent self-cleaning type. These types of screens are excellent for low maintenance because they are self-cleaning with spray systems and compact and dewater solids for disposal in a dumpster.

The screens will be sized for capacity to treat the peak hourly flow during the initial buildout with one online and two units online for future peak hourly flows. Two units will provide a total of 3.0 MGD capacity which would be needed for the full buildout. The proposed screen criteria are presented in Table 2-8: Screening Design Criteria.

TABLE 2-8: SCREENING DESIGN CRITERIA

Criteria	Specification
Number of Units	2
Peak Design Flow per Unit	Peak Hourly Flow
Liquid Type	Raw Wastewater
Screen Capacity	1,050 gallons per minute
Design Solid Loading	740 ppd
Screen Spacing	0.25 inches (6-mm)
Alarms	Motor Fault
Motor requirements	Class 1 Division 1, Premium Efficiency

2.5.3 Grit Removal

Grit removal is not expected to be required given the newly constructed connection system. For this reason, the Town will plan for the future addition of a grit removal system, but will not implement this technology as part of the design in the initial buildout.

The example equipment described in **Table 2-9**, would protect the downstream equipment and reduce maintenance costs in the long term. W&C proposes to use a gravity fed grit system with a grit washer (Huber or other). The gravity grit removal system would be a Headcell style system by Hydo-international or others. The Headcell system is expandable, so the initial capacity can be lower than the final buildout capacity. Grit will flow into the system and be pumped out of the bottom for cleaning in the grit washer. This grit would be combined with the screenings and disposed of by landfill.

For relatively small plants such as this, it is not uncommon to omit grit removal, accepting that periodic cleaning of basins will be required in the future. W&C will recommend not to include grit removal at this time. A final assessment will be made as the design progresses to 60%.

TABLE 2-9: GRIT SEPARATOR AND GRIT WASHER

Criteria	Specification
Design Condition	Design peak hourly flow initial and final
Grit Removal Type	Gravity separation
Grit Washer Type	Contact bed and mixer to clean grit and send organics back to the WWTP
Grit System Redundancy	1 @ 100% with a bypass route available.
Grit Capacity	Separator: 1,050 gallons per minute initial and 1600 gpm final. Grit washer capacity TBD
Odor Control	Room ventilated to atmosphere
No. of Grit Pumps	
Type of Pump	Owner control panel. Controls per Manufacturer's recommendation.
Motor requirements	Inverter duty

2.6 Secondary treatment

The screened wastewater from the screen system will be conveyed to the BNR basins for biological nutrient removal. The biological nutrient will be accomplished by MLE process as discussed in Section 1.4. Each BNR basins will consist of the following biological zones and related equipment:

2.6.1 Anoxic Tank

The Anoxic Tank, described in **Table 2-10**, is the first stage of the biological MLE process. There will be one dedicated anoxic tank per train of the MLE process. It will be mixed without air to maintain an Anoxic condition that allows for denitrification. Effluent flows by gravity over an adjustable weir to the Aerobic Tank. A hydraulic jump prevents backflow.

The process of nitrification and denitrification has a net consumption of alkalinity. Nitrification consumes approximately 7 mg alkalinity per mg ammonia-nitrogen oxidized. Denitrification recovers approximately 50% of the alkalinity consumed by nitrification reducing the need for chemical addition. However, if additional alkalinity is required upstream of the biological process to consistently removal nitrogen, then more alkalinity will be added to the process in the process stream.

TABLE 2-10: Anoxic Tank Design Criteria

Criteria	Specification
Design Conditions	Maximum month flows and loads
Tank Volume	TBD; Two (2) trains installed minimum, must handle >66% of max month flows with one train offline
Tank Construction	Common wall concrete tank
Biological Sludge Retention Time (day)	15-20 combined Aerobic + Anoxic
Mixed Liquor Concentration	Average day: 2,000 mg/L Maximum month: 3,500 mg/L
Mixing	Top Mount Mixers with covered tank or jet mixing if tanks are uncovered.
Chemical Addition	Sodium Hydroxide

2.6.2 Aerobic Tanks

The Aerobic Tanks, detailed in **Table 2-11**, are the second stage of the biological MLE process. They are aerated via fine bubble aeration diffusers and positive displacement blowers to maintain a setpoint DO concentration of 2-3 mg/L. Effluent flows by gravity into the Internal Nitrate Return Mix Tank via a weir. In order to isolate an Aerobic Tank train, the operating water level in the Clarifier Tank and the Nitrate Return Mix Tank will be lower than the aerobic tanks to prevent backflow into the offline train.

Table 2-11: Aerobic Tank Design Criteria

Parameter	Specification
Design Conditions	Maximum Month flows and loads
No. of tanks	2 minimum
Depth of each tank	18 feet minimum 25 feet maximum
Tank Quantity, Redundancy	2 minimum, >66% of max month flows with one train offline
Biological Sludge Retention Time (day)	20 days (overall system)
Mixed Liquor Concentration	Average day: 2,000 mg/L Maximum month: 3,500 mg/L
Total Standard Oxygen Requirement (SOR) vs Actual Oxygen Requirements (AOR)	0.52
Diffusers	Fine bubble aeration diffusers
Blower Type	Positive displacement
Blower Quantity / Redundancy	TBD
Blower Capacity	TBD scfm each
Blower Control	Variable speed, DO setpoint
Blower Motor Requirements	Inverter Duty
Instrumentation	Analytical: nitrate, dissolved oxygen, pH, temperature
Chemical Addition	Defoamer,

2.6.1 Internal Nitrate Return Mix Tank

The Internal Nitrate Return Mix Tank (**Table 2-12**) will be a partially walled section of the aerobic tank. There will be one tank per train. This local pump houses the Internal Nitrate Return (INR) pumps (**Table 2-13**) which return nitrate formed in the Aerobic Tank to the Anoxic Tank for denitrification. It is also a mix chamber that combines effluent from the Aerobic Tanks and then splits the combined flow to the clarifiers. The INR Mix Tank effluent flows by gravity to the Clarifier Tanks via cast pipe openings in the walls that can be isolated via motor-operated weir gates.

Table 2-12: INR Mix Tank

Parameter	Specification
Tank Volume	TBD gallons
Tank Construction	Common wall concrete tank; floor sloped to cast concrete pipe opening to prevent solids build-up. Stainless steel approved as equal.
Instrumentation	Analytical: nitrate, dissolved oxygen, temperature

TABLE 2-13: INR Pumps

Parameter	Specification
Design conditions	Maximum Month flows and loads, 5Q INR pump rate
Pump Type	Submersible pumps or axial flow pumps
Pump Capacity	TBD
Instrumentation	Flow: common discharge magnetic flow meter Pumps: moisture intrusion and thermal switches
Controls	Variable speed control to operator setpoint flow rate
Motor requirements	Inverter duty

2.6.2 Secondary Clarifier and RAS Pumping

The secondary clarifier will be sized to handle max month flow conditions with the largest tank offline. A minimum of two clarifiers are needed for the initial buildout. Clarifier design details are listed in **Table 2-14**.

Table 2-14: Clarifier

Parameter	Specification
Tank Volume	TBD gallons
Tank Construction	Concrete tank; floor sloped to cast concrete pipe opening to prevent solids build-up.
Instrumentation	Blanket Level Detector, Turbidity monitoring on effluent

RAS/WAS pumps are described in Table 2-15: RAS/WAS Pumps below. The current design uses the RAS pumps for wasting via flow meters and flow control valves. The RAS pumps can either be dedicated to wasting for a brief period, or waste at the same time as they are returning solids continuously. Wasting and return flow rates will be controlled via the PLC based on operator setpoints.

Table 2-15: RAS/WAS Pumps

Parameter	Specification
Design conditions	100% of Max Month Flows
Pump Type	Double Disk pumps or Rotary Lobe
Pump Quantity / Redundancy	2@100%
Pump Capacity	TBD
Instrumentation	Flow: common discharge magnetic flow meter Pumps: discharge pressure, moisture intrusion, thermal switches
Controls	Variable speed control to operator setpoint flow rate
Motor requirements	Inverter duty

2.7 Tertiary Treatment - Disinfection

2.7.1 Treatment Process

Based on the design details in **Table 2-16**, two equally sized concrete chlorine contact tanks (CCT) will be installed for disinfection. The two redundant trains allow for one train to be shut down for maintenance while maintaining treatment performance. The tanks will be sized to provide 15 minutes of hydraulic residence time (HRT) based on the peak hourly flow and 30 minutes HRT at maximum monthly flow in accordance with 10 States Standards. The dimensions of the chlorine contact tanks will be balanced between maintaining the hydraulic residence times and the linear velocity through the contact tank. Metering pumps will feed sodium hypochlorite to a static mixed zone within the piping between the treatment plant and the CCT. Within the CCT a vertical turbine mixer will provide additional reaction time and mixing prior to quiescent flow through the serpentine layout of the CCT.

The chlorine concentration and feed rate will be adjusted based on the reading from an online analyzer (equal to the HACH CL-17) and flow. Metering pumps will feed sodium bisulfite to the effluent to dechlorinate the effluent. Effluent flow will be determined by open channel flow measurement over the weir in between the CCT and dechlorination chamber.

The chlorine contact tanks will be piped to allow either tank to supply plant water if one is offline. The tanks will be provided with a bottom drain to the drainage lift station, a tilting weir for scum removal.

TABLE 2-16: DISINFECTION

Parameter	Specification
Design Conditions	Peak Hourly Flows and Max Month Flows
Tank Volume	TBD sized for hydraulic retention time of 30 minutes at Max Month flows
Tank Construction	Common wall concrete tank
Instrumentation	Effluent Flow meter; free chlorine analyzer
Chemical Addition	12.5% Sodium Hypochlorite

2.7.2 Chemical Pumping and Piping

Pumps: Peristaltic chemical metering pumps will be duplex, with a duty pump dedicated to each of the chlorine contact tanks. The two duty online chemical metering pumps discharge into the chlorine injection discharge point.

Piping: Chemical lines will be flexible tube of suitable material for hypochlorite. The tubes will be in secondary containment made of PVC.

Controls: An inline chlorine analyzer will monitor the chlorine residual.

2.8 Solids Management

Wastewater solids will be separated via the screens, grit washer, and secondary clarifier. The screens will include compactors and solids washers. The solids from these are suitable for disposal via dumpsters or other roll off containers.

The aerobic digesters will receive and stabilize the waste activated sludge (WAS) from the process. WAS will be aerobically digested until fully stabilized. Supernatant will be returned to the head of the plant. Stabilized residuals will be hauled to landfill by a commercial hauler.

2.9 Future Public Access Reuse (PAR)

W&C is designing this plant with the possibility of including the processes to provide Public Access Reuse (PAR) being added in the future. PAR would require filtration and high-level disinfection processes to meet the more stringent treatment requirements. This could be achieved with ultrafiltration, reverse osmosis, or disk filters depending on the level of treatment required. Space on the site as well as space in the hydraulic profile will be reserved for future implementation.

2.10 Chemical Feed Systems

The chemical feed systems will generally use peristaltic metering pumps in skid mounted enclosures. These will provide runtime feedback and leak detection for remote monitoring. Chemical storage will be in totes

or drums with individual containment pallets. The chemical room will be curbed with a containment structure to prevent accidental release of chemicals to the environment.

The treatment system will use the chemicals listed in **Table 2-17**. The table summarizes the type of storage and the general control philosophy.

- For flow-proportioned controlled chemicals, the operator will enter the selected dose at the control panel. The control system will use the flow signal and adjust the chemical metering pump speed to deliver the operator adjustable dose. As required and based on analytical testing, the operator will adjust the desired dose to maintain the required setpoints.
- For pH feedback-controlled chemicals, the operator will enter the selected pH at the control panel. The control system will use the pH signal and proportional control to adjust the chemical metering pump speed.

The final sizing and demand for chemicals will be determined as part of the 60% design report. Below is a list of the potential chemicals, storage volume, and their uses.

TABLE 2-17: POTENTIAL CHEMICAL USAGE AND STORAGE

Chemical Name	Storage volume	Use
Sodium Hydroxide (50% or 25%)	Tote (275-gallons)	pH adjustment in the influent feed channel
Sodium Hypochlorite (12.5%)	Tote (275-gallons)	Disinfection of the effluent wastewater. Future residual chlorine for reuse distribution.
Polymer (cationic)	Drum (55-gallons)	Improved solids removal at the clarifier
Ferric Chloride (38%)	Tote (275-gallons)	Improves clarifier solids separation. Can be used for pH controls.
Supplemental Carbon (Micro C or glycol)	Drum (55-gallons)	Additional carbon is not expected to be needed. However, it can be used for nitrate removal with an additional post anoxic tank.



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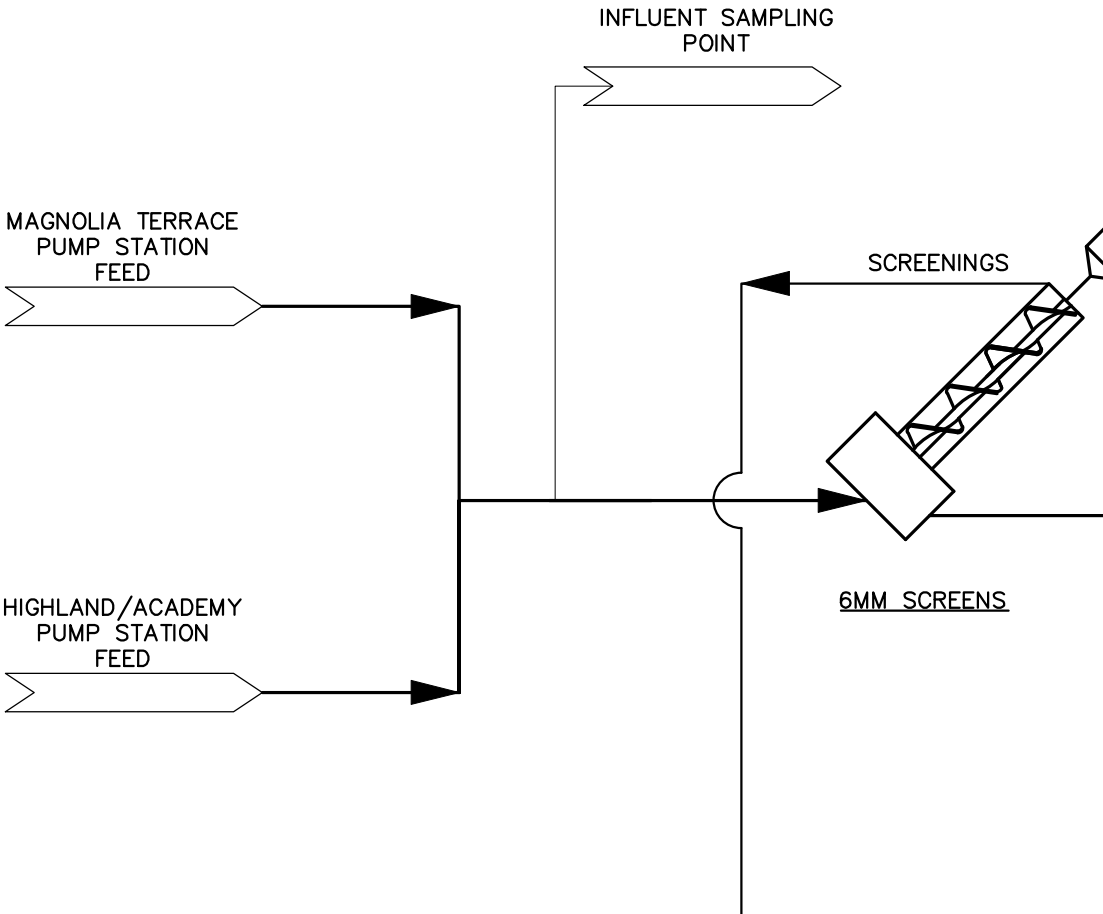
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APPENDIX D –PROCESS FLOW DIAGRAM

INFLUENT PUMPING
STATION

SCREENING, GRIT
REMOVAL/WASHING





APPENDIX E – ADMINISTRATIVE, QUALITY AND SAFETY REQUIREMENTS

E1. WORK RESTRICTIONS AND SAFETY

WORK RESTRICTIONS

The Work is on an active construction site, which will remain in construction during WWTP construction. As part of the Construction Work, the SUPPLIER shall develop and submit to the OWNER, for review and approval, construction plans outlining requirements for the General Contractor. The Work shall not proceed without written approval of the plans by the OWNER.

Some restrictions that apply to the Work include the following.

SECURITY

All personnel under the control of the SUPPLIER, including all delivery drivers and subcontractors, are subject to Town of Montverde's security procedures. No person shall enter the Site without the required sign in and training.

PERSONNEL LOG

The SUPPLIER shall maintain a daily record of personnel at the Site, including the time of arrival and time of departure.

WEEKLY WORK REPORT

At the end of each work week, provide the following information to the OWNER's Project Manager for the upcoming week:

- Name of person(s) responsible for work crew(s)
- Emergency phone numbers
- Location of construction activities
- Scheduled days and hours
- Type of construction activities to be conducted
- Impacts on Town of Montverde operations, including transportation and utility Interruptions.

Personnel Contacts

Provide a list of contact personnel of the SUPPLIER and subcontractors including addresses, telephone numbers, email addresses for use in the event of an emergency. Provide a list of all Competent Persons, as defined by OSHA standards, including telephone numbers. As changes occur and additional information becomes available, correct, and change the information contained in previous lists.



TRAFFIC CONTROL

The roadways and walkways near the Work are active. The SUPPLIER shall provide traffic control if its activities block a roadway for more than five minutes. The SUPPLIER shall provide a traffic control plan for review and approval by the Town of Montverde for traffic interruptions greater than 20 minutes. Submit such requests a minimum of 5 working days in advance of the proposed interruption.

OCCUPIED AND EXISTING BUILDINGS

The SUPPLIER will be working in and around existing neighborhood residential buildings which are occupied and secured. The existing buildings and their contents must be kept secure at all times.

UTILITY CUTOVERS AND INTERRUPTIONS

Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and legal holidays.

Ensure that new utility lines are complete, except for the connection, before interrupting existing service.

WORKING HOURS

The normal working hours are between 6:30 AM to 5:30 PM. The SUPPLIER shall submit for review and approval requests to work outside of this period.

SMOKING, ALCOHOL, AND DRUGS POLICY

Possession and/or use of alcohol and illicit drugs are prohibited on, and adjacent to, the Site. Smoking is ONLY permitted in designated smoking areas at the Site.

NO WEAPONS

All forms of weapons (including firearms, knives, etc.) are prohibited on, and adjacent to, the Site.

EXPLOSIVES

Explosives, including fireworks, are prohibited on, and adjacent to, the Site

SAFETY

The Work is subject to OWNER's health and safety policies, which will be provided to the successful SUPPLIER. The following sections describe some of the safety requirements that apply to the Work.

PERSONAL PROTECTIVE EQUIPMENT

All personnel shall wear the following personal protective equipment at a minimum while working on the Site. Additional protective gear will also be needed for some tasks (e.g., fall protection or gloves).

- Protective shoes or boots conforming to ANSI Z41-1991, "American National Standard for Personal Protection -- Protective Footwear.
- Long pants
- Safety glasses conforming to ANSI Z87.1-2010
- High visibility shirt or vest
- Hard hats conforming to ANSI Z89.1 when outside of the construction trailer.

PRECONSTRUCTION SAFETY CONFERENCE

Conduct a Preconstruction Safety Conference (PSC) prior to the start of Work-related activities and after submission of the Accident Prevention Plan/Site Health and Safety Plan (APP/HASP). The objective of the meeting is to discuss health and safety concerns related to the impending work, discuss project health and safety organization and expectations, review and answer comments and concerns regarding the APP/HASP or other health and safety concerns. Ensure that those individuals responsible for health and safety at the Site are available and attend this meeting.

ACCIDENT PREVENTION PLAN/SITE HEALTH AND SAFETY PLAN

Develop and implement a Site Health and Safety Plan (HASP) and attach to the Accident Prevention Plan (APP) as an appendix (APP/HASP). Address all occupational safety and health hazards associated with construction and in conformance with 29 CFR 1926.

Prior to submittal, the APP/HASP must be signed and dated by the Safety Manager and Site Superintendent. Submit for review 15 business days prior to the Preconstruction Safety Conference. Deficiencies in the APP/HASP shall be discussed at the Preconstruction Safety Conference and must be revised to correct the deficiencies and resubmitted for acceptance. Onsite work must not begin until the plan has been accepted. Maintain a copy of the written APP/HASP onsite. Changes and modifications to the APP/HASP must be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the OWNER's Project Manager.

SAFETY MANAGER

Provide a Safety Manager with a minimum of 3 years' experience in developing and implementing safety and occupational health programs at construction sites. The Safety Manager may be the Site Superintendent. The Safety Manager responsibilities and duties include:

- Development, implementation, oversight, and enforcement of the APP/HASP.
- Provide onsite consultation as needed to ensure the APP/HASP is fully implemented.

- Conduct initial site-specific training.
- Visit the site as needed and a minimum of once per month for the duration of activities, to audit the effectiveness of the APP/HASP.
- Be available for emergencies.
- Be responsible for evaluating and recommending changes to engineering controls, work practices, and PPE.
- Review accident reports and results of daily inspections.
- Have the authority to stop work if unacceptable health or safety conditions exist and take the actions necessary to establish and maintain safe working conditions.

PERSONS CERTIFIED IN FIRST AID AND CPR

At least one person who is currently certified in first aid and CPR by the American Red Cross or other approved agency must be onsite at all times during site operations. They must be trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910, Section 1030. This person shall also be trained in the use of an Automated External Defibrillator (AED); the SUPPLIER shall have an AED available in its trailer. These people may perform other duties but must be immediately available to render first aid when needed.

SAFETY DATA SHEETS

Maintain a current binder or folder of Safety Data Sheets (SDS) for products (e.g., chemicals, lubricants, fuels, and others) stored or used by the SUPPLIER and its subcontractors. Provide duplicate copies of the SDS to the OWNER's Project Manager. The SDS shall be readily available to all personnel working on the Site.

E2. QUALITY CONTROL

QUALITY CONTROL PLAN

The SUPPLIER shall prepare and submit no later than 30 days after receipt of Notice-to-Proceed, the Quality Control Plan (QCP) proposed for the design and construction of the Project. The OWNER will consider an interim plan for the first 30 days of construction. Design and construction shall be permitted to begin only after acceptance of the QCP or acceptance of an interim plan applicable to the particular feature of Work. Work outside of the accepted interim plan will not be permitted.

Include, as a minimum, the following to cover design and construction operations, including work by subcontractors, fabricators, suppliers, engineers, and others working on the Project.

- A description of the quality control organization, including a chart showing the names of the personnel and lines of authority. The Superintendent may be the Quality Control Manager.
- Procedures for scheduling, reviewing, certifying, and managing submittals.
- Summary of quality control testing proposed for each trade. This testing would include, for example: concrete testing; compaction testing; hydrostatic testing of piping and tanks; testing of electrical grounds; factory acceptance testing of control panels and motor control centers; and other. Provide information on proposed frequency (e.g., each concrete batch or otherwise), test method, and means of documentation.
- Procedures for tracking test results and corrections.

QUALITY CONTROL AND ASSURANCE

MATERIAL TESTING

The SUPPLIER shall include, as a minimum, the quality control testing listed in Table E-1. The concrete tests and compaction tests shall be performed by an independent certified testing agency.

EQUIPMENT ADJUSTMENT AND TESTING

The SUPPLIER shall provide qualified technicians to adjust and test the performance of process and HVAC equipment during commissioning. The technicians shall be approved as qualified by the equipment manufacturer.

The tests shall include, among others: vibration; alignment; motor amperage at 60 Hz; control in automatic and manual mode; and equipment capacity.

DESIGN AND CONSTRUCTION STANDARDS

Refer to Section 6 for design and construction standards that apply to this project.

Table E-1 Material Testing Requirements

Trade	Testing Requirements	Frequency
Site work	Gradation	First ton and every 50 tons thereafter
	Compaction	Test once every 2000 SF of lift. Samples to be random
	Site piping – pressure testing	Test all piping at 150% of design pressure
Concrete	Slump	One for each 20 cubic yards daily
	Temperature	Each placement
	Compressive strength	At least once per day, not less than once for each 100 CY for the first 500 CY poured and then every 500 CY thereafter
	Mill tests of materials in mix	One per mix type
Tanks	Hydrostatic tests	All tanks
Piping		
	Stainless steel piping welds	Per ASME B31.3 (2016)
	All piping – pressure testing	Test all piping at 150% of design pressure
HVAC	TAB and controls	Once
Electrical	Grounding	3-point fall of potential test in accordance with IEEE 81
	MCC Factory Acceptance Test and Site Acceptance Test	Once
	Megger test the insulation resistance between phases and from each phase to ground	Include: secondary service entrance; power distribution equipment; generator and automatic transfer switch; transformers; motors; and variable frequency drives.
	Perform a 4-hour load bank test at a 1.0PF at full nameplate rating of generator. Load bank, cables and other equipment required for this test to be supplied by the genset supplier.	Once
Controls	Control panel factory acceptance test	Once
	I/O communications with PLC	All I/O
	Fiber test	Per TIA-455, TIA-568, TIA-526 as applicable

E3 - PROJECT COMMUNICATION AND DOCUMENTATION

CONSTRUCTION WEBSITE

The ENGINEER shall provide a construction webservice to share and store Project related documents including, but not limited to, correspondence, RFIs, submittals, meeting minutes, safety plans, material testing reports, drawings, specifications, manuals, photographs, schedules, weekly reports, etc. The website shall be password-protected with content restricted to users by different passwords.

CONSTRUCTION MEETINGS

Initial Conference

SUPPLIER shall be prepared to discuss the following subjects, as a minimum at the Initial Conference:

1. Required schedules.
2. Sequencing of critical path work items.
3. Progress payment procedures.
4. Project changes and clarification procedures.
5. Use of Site, access, office and storage areas, security, and temporary facilities.
6. Major product delivery and priorities.
7. SUPPLIER's safety plan and representative.

Progress Meetings

ENGINEER will schedule regular progress meetings at Site, conducted every two to four weeks, to review the Construction Work progress, Progress Schedule, Submittals status, Application for Payment, contract modifications, and other matters needing discussion and resolution. ENGINEER shall provide an agenda for each meeting and take photos of the progress of the Construction Work during the Project and provide OWNER with copies thereof with the written progress meeting agenda.

Attendees will include:

1. OWNER's representative(s), as appropriate.
2. ENGINEER
3. SUPPLIER, Subcontractors, and Suppliers, as appropriate.
4. General Contractor

CONSTRUCTION SUBMITTALS

The SUPPLIER shall submit the following documents to OWNER's Project Manager.

CONSTRUCTION DRAWINGS

Submit "For Construction" drawings detailing the Work. The drawings shall build on the concepts presented in the RFP and Preliminary Design (refer to Appendices A-C). The SUPPLIER shall be responsible for the completeness and accuracy of the drawings.

Because this is a design-build project, the OWNER understands that drawings for some disciplines may lag others.

Submit the 30%, 60%, 90%, and 100% complete sets for each discipline for review and comment by OWNER. OWNER will have one week to review and provide comments. The SUPPLIER shall address the comments and submit the final sets of drawings. These final drawings shall be sealed by a licensed, professional engineer registered in Florida. The final drawings for each portion of the Work shall be submitted prior to starting the Work.

Construction on certain portions of the Work may proceed prior to submittal of the entire drawing set with prior written permission from the OWNER.

PROJECT SCHEDULE

Prepare for approval a Project Schedule that shows the proposed sequence to perform the Work and the dates contemplated for starting and completing activities. Submit this schedule with your Proposal.

The schedule shall include the entire Project through commissioning and startup. Include design work, procurement, and fabrication activities, drawing submittals, permitting, construction work, meetings, commissioning activities, startup activities, milestones, and other tasks associated with the Work.

Prepare the schedule in Microsoft Project™, Primavera™, or other computer-based scheduling software that identifies links between tasks and shows the critical path. Provide an electronic copy of the schedule to the OWNER's Project Manager in the application software and as a PDF.

During construction, submit monthly updates to the Project Schedule. The updates shall indicate the work completed and the address changes, as needed.

OPERATION AND MAINTENANCE MANUALS

Equipment Manuals

Submit Operation and Maintenance manuals for all equipment provided by the SUPPLIER. It shall include WWTP process equipment as well as heating and ventilation equipment, electrical gear, and other.

Provide three sets of hardcopy manuals and an electronic PDF set of manuals a minimum of 30 days prior to commissioning.

The manuals for rotating equipment (e.g., pumps, mixers, blowers, HVAC equipment), instruments, and valves shall include, as a minimum, the following information:

- Safety precautions and hazards
- Normal operations
- Environmental conditions
- Lubrication data
- Preventive maintenance plan, schedule, and procedures
- Cleaning recommendations
- Troubleshooting guides and diagnostic techniques
- Wiring diagrams and control diagrams (if appropriate)
- Maintenance and repair procedures
- Removal and replacement instructions
- Spare parts and supply list
- Product submittal data
- Parts identification
- Warranty information
- Testing equipment and special tool information
- Testing and performance data (from commissioning activities)
- Vendor information, including contact information

The manuals for systems that include equipment and control panels (e.g., MBR) shall include, as a minimum, the information listed above, plus:

- Startup, shutdown, and post-shutdown procedures
- Emergency operations
- Environmental conditions
- Operator service requirements
- Controls description
- Copy of programming
- Process adjustment methods and guidelines

WWTP Operation and Maintenance Manual

Provide a comprehensive Operation and Maintenance (O&M) manual for the WWTP system. A draft shall be provided at least 30 days prior to commissioning. Final O&M shall be provided within two weeks after startup. It shall include the following WWTP process equipment as well as heating and ventilation equipment, electrical gear, and other.

Chapter 1: Introduction

Description of Facilities – The O&M manual will describe WWTP and supporting utilities. It will include Record Drawings (modified to eliminate directives to the SUPPLIER).

Chapter 2: Operation and Control of WWTP

The O&M manual will describe the operation and control of the conveyance systems (i.e., lift stations, piping); equalization, pH neutralization, chemical feed systems; anaerobic and aerobic systems; sludge handling, and all other related processes. It will include:

- Record Drawings of WWTP as an attachment
- List of major components
- Process control
- Laboratory controls
- Start-up and shutdown procedures
- Normal and alternate operations
- Emergency operations
- Diagrammatic plans including floor plans indicating the location of equipment and configuration of the system installation. Include the configuration of associated piping or wiring. Floor plans will subordinate structural features to utility features.
- Valve List showing valve type, identification number, function, location, and normal operating position.

Chapter 3: Control System

The O&M manual will provide a detailed description of the control system. It shall provide information about how to access and change setpoints, make process adjustments, view trends, and other related information. It shall include annotated screen shots that show how to view and adjust the controls.

Provide a copy of the controls program, alarms, setpoints, and related information as an appendix to the manual.

Chapter 4: Maintenance

The O&M manual will summarize the maintenance and service requirements. Specific servicing requirements of equipment (e.g., descriptions of how the equipment maintenance is performed) will be referenced to the manufacturers' equipment O&M manuals and will NOT be duplicated in the general manual.

Chapter 5: Laboratory Testing

The O&M Manual will list the laboratory tests to be performed for process control and monitoring. The manuals will discuss the nature of the test, its purpose, sampling procedures and frequency. A suggested schedule for performing the various tests, a list of reference materials for use in the laboratory and sample laboratory worksheets will be included.

Chapter 6: Records

The O&M manual will provide a sample form and discuss features of process daily operating log. The manual will not include equipment records.

Chapter 7: Safety

The O&M manual will summarize safety issues associated with running the systems. This chapter will address WWTP-specific safety concerns and will reference the OWNER safety manual for the site safety issues. The manual will not include Safety Data Sheets.

Chapter 8: Utilities

The O&M manual will summarize the utilities that supply the systems, including water, power, and communications.

Chapter 9: Construction Contacts

The O&M manual will summarize the construction contractors and vendors with contact information.

WARRANTY INFORMATION

Compile and submit copies of all equipment and material warranties to the OWNER's Project Manager.

SUPPLIER shall provide

COMMISSIONING AND STARTUP

Commissioning Plan

Develop and submit a detailed commissioning plan that describes the pre-commissioning work (e.g., hydrostatic tests, instrument calibration, etc.), commissioning work (testing of unit operations), startup of the WWTP subsystems and system, and performance testing. Provide the commissioning plan at least four weeks prior to the start of pre-commissioning work.

The plan shall address the following topics, as a minimum:

- Schedule of activities
- Anticipated duration of each activity
- Utility and safety needs
- Commissioning Team members (contractor, OWNER, vendors, subcontractors)
- Identify roles and responsibilities of Team members (including OWNER)
- Documentation of commissioning and startup
- Safety during work
- Interconnections with existing operations and utilities

Field Test Reports

Submit field test reports documenting successful completion of the pre-commissioning, commissioning, and startup activities. The test reports shall be signed and dated by the Superintendent.



Training Plan

Prepare and submit a training plan that describes the training plan for WWTP operations. The training program shall include vendor technician instruction on specific equipment and a treatment plant overview based on the WWTP Operation and Maintenance Manual. All training shall be digitally recorded in a format approved by the OWNER. The training plan shall address:

- Schedule of activities
- Duration of each activity
- Written (with electronic copy) materials to be provided to each attendee for each activity
- List of trainers (SUPPLIER, vendors, subcontractors)
- Safety

Punch List

The SUPPLIER and OWNER shall review the construction and develop a punch list of items to be completed or corrected at the time of Substantial Completion. The punch list shall identify the punch list item, the responsible party, actions to address the item, scheduled completion date, and status.

The punch list will be updated every other week during commissioning and startup.

CLOSEOUT SUBMITTALS

Record Drawings

The SUPPLIER shall develop and maintain accurate Record Drawings that depict actual conditions, including deviations from the final drawings. These deviations and additions may result from coordination required by, but not limited to contract modifications; official responses to requests for information; field decisions regarding routing or locations; differing site conditions; and other causes. Maintain red-lined hardcopies at the Site.

Prepare and submit electronic files of the Record Drawings. These drawings shall reflect the as-built conditions. Record Drawings shall be in CAD and PDF format and shall be provided at completion of the performance test.

E4. CONSTRUCTION LOGISTICS

LOGISTICS PLAN

The SUPPLIER shall prepare and submit a preliminary construction logistics plan within four weeks of receiving the Notice to Proceed. This plan shall include the required laydown areas and location of onsite construction offices. Refer to drawings in the Preliminary Design for available areas. The SUPPLIER shall work with the OWNER to finalize the plan.

TEMPORARY UTILITIES

Table 1 summarizes the temporary utilities during construction and the entity who shall provide them.

Table 1-1 Temporary Utilities

Utility	Provider
Sanitation (porta-potty)	General Contractor
Telephone (ATT cellular service is available in area)	General Contractor
Internet	General Contractor
Power	General Contractor
Water for hydrostatic testing	General Contractor
Potable water for workers	General Contractor
Refuse Collection and Disposal	General Contractor
Construction trailers	General Contractor

COMMISSIONING AND STARTUP SERVICES

Error! Reference source not found. summarizes the responsibilities of the SUPPLIER (SUP) and OWNER (OWN) during commissioning and startup.

Table 2- Commissioning and Startup Responsibilities

TASK	SUP	OWN
PRE-COMMISSIONING		
Water supply for pipe pressure tests and hydrostatic leak tests	X	
Pressure testing of piping installed by SUPPLIER	X	
Flushing of piping installed by SUPPLIER	X	
Hydrostatic leak tests of tanks	X	
Electrical continuity tests of equipment provided by SUPPLIER	X	



TASK	SUP	OWN
Rotation check of equipment provided by SUPPLIER	X	
COMMISSIONING		
Test of operation and control of equipment using water only	X	
Unit process tests	X	
Instrument and valve calibration	X	
Check of control system I/O and communications	X	
Test of control system interlocks, alarms, and operations at Treatment Plant	X	
Test of control system communications with OWNER	X	X
Safety check	X	X
STARTUP		
Utilities	X	X
Laboratory analyses		X
Treatment chemicals (first fill for commissioning by SUPPLIER)	X	X
Anaerobic biological seed from offsite	X	
Aerobic biological seed from existing nearby plant	X	
Metering pump calibration	X	
Plant operations	X	X
Tune control loops	X	
Control system integration and program adjustments	X	
Process chemistry adjustment	X	
Water sampling	X	X
Plant adjustments	X	X
PROCESS OPTIMIZATION		
Utilities		X
Laboratory analyses		X
Treatment chemicals		X
Plant operations	X	X
PERFORMANCE TESTING		
Utilities		X
Laboratory analyses		X
Treatment chemicals		X
Plant operations	X	X
Data analysis	X	
Data analysis confirmation		X



PERFORMANCE TESTING

The SUPPLIER shall demonstrate successful performance of the wastewater pretreatment system during a 30-day Performance Test. SUPPLIER shall also help negotiate with and receive approval from FDEP prior to fully turning over full operations of the WWTP to OWNER. Successful performance criteria will target 80% of the proposed effluent limits for a 30-day consecutive period.

Influent criteria will be as outlined in the final Desing Basis Report that is sent to the FDEP for approval of the facility. If the flows are not adequate by the time of substantial completion, the Town shall have 1 year to become compliant or negotiate acceptably lower influent flows with the SUPPLIER.



APPENDIX F – DESIGN AND CONSTRUCTION STANDARDS

Appendix F - Design and Construction Standards

1. GENERAL REQUIREMENTS

1.1 Summary of Work

- 1.1.1 These Standards shall be made a part of the contract between OWNER and SUPPLIER relating to design, construction work, and services to be performed by SUPPLIER. These Design Preferences are to be construed and interpreted in conjunction with and subject to such accompanying contract.
- 1.1.2 There are additional standards and design guidelines presented in the Preliminary Design (Appendix C).
- 1.1.3 The SUPPLIER shall pay legally required sales, consumer and use taxes and comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities bearing on performance of the Work.

1.2 Cleaning / Housekeeping

- 1.2.1 Daily during Construction. Keep premises free from accumulations of waste, debris and rubbish caused by construction activities.
- 1.2.2 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1.2.2.1 Do not burn or bury rubbish and waste materials on project site.
 - 1.2.2.2 Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 1.2.2.3 Do not dispose of wastes into streams or waterways.
- 1.2.3 Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet newly painted surfaces.
- 1.2.4 Comply with Manufacturer's written instructions for cleaning
 - 1.2.4.1 Use only cleaning materials recommended by Manufacturer of surface to be cleaned.
 - 1.2.4.2 Use biodegradable phosphate-free cleaning materials when possible.
- 1.2.5 If the SUPPLIER fails to clean up as provided in the contract documents, OWNER may do so and the cost thereof shall be charged to the SUPPLIER.

2. SITE WORK

2.1 Demolition

- 2.1.1 The SUPPLIER shall remove demolished structures and equipment from the Site as required. Dispose of demolished materials in accordance with local

regulations.

2.2 Testing

- 2.2.1 During the course of the construction work, an independent professional testing laboratory will be retained by SUPPLIER to perform in-situ and laboratory based quality control testing and inspection of site and building material to include soils, exterior and interior concrete, masonry, steel, and roofing, as appropriate. Copies of all test reports will be provided to the OWNER and ENGINEER.
- 2.2.2 The responsibility to provide "Third Party Inspections" and/or International Building Code "Special Inspections" is the sole responsibility of the SUPPLIER. The costs to provide "Special Inspections" shall be included in the SUPPLIER's Proposal.

2.3 Site Clearing, Tree Cutting

- 2.3.1 The existing trees and vegetation will be cleared within the area of the construction limits by the General Contractor unless otherwise noted. Specific care must be taken not to disturb trees outside these immediate areas to maintain the existing environment.

2.4 Earthwork and Grading

- 2.4.1 All earthwork and grading will be the responsibility of the General Contractor.

2.5 Erosion and Sediment Control

- 2.5.1 General Contractor will be responsible for all erosion and sediment control at the Site in accordance with federal and state guidelines.

2.6 Site Traffic Protective Measures

- 2.6.1 Project design requirements will include site protection measures from both vehicular and pedestrian traffic to include bollards and other protective barriers as needed.
- 2.6.2 SUPPLIER is responsible to clearly define scope, quantity and style of the protective barriers during the Design phase of the project.

3. CONCRETE

3.1 CONCRETE GENERAL

- 3.1.1 Various thicknesses of the concrete elements will be based on an analysis of imposed loading conditions or other specific criteria.
- 3.1.2 All structural concrete will be designed and constructed in accordance with the "Building Code Requirements for Structural Concrete" by the American

Concrete Institute (ACI 318) and the governing local or state building code.

3.2 CONCRETE SLABS

- 3.2.1 Fine grading for all floor slabs on grade shall be provided.
- 3.2.2 Finished floor elevations for electrical rooms, laboratories, and offices shall be 6-inches higher than the process area finished floor elevation.
- 3.2.3 Concrete reinforcing shall be incorporated in all concrete design and construction in accordance with generally accepted practices set forth by the American Concrete Institute, ACI 318
- 3.2.4 Minimum slab thickness inside building: 4-inch
- 3.2.5 Electrical, laboratory, office, lavatory, and mechanical rooms: 4-inch
- 3.2.6 All other areas and rooms: 8-inch

4. MASONRY

4.1 CONCRETE MASONRY UNIT CONSTRUCTION

- 4.1.1 Concrete Masonry Unit walls shall be constructed from 8-inch minimum CMU, 2-hour fire- rated where required.
- 4.1.2 Concrete masonry unit walls shall be reinforced with galvanized, truss-type joint reinforcement and with vertical reinforcement as required.

5. METALS

5.1 STRUCTURAL STEEL

- 5.1.1 All structural steel shall conform to the latest design standards and specifications of the American Institute of Steel Construction (AISC).

5.2 Pre-engineered Metal Buildings

- 5.2.1 Finish shall be galvanized.
- 5.2.2 Metal buildings shall be designed for the Project and designed by a licensed professional engineer registered in Florida.
- 5.2.3 Roof panels shall be standing seam.
- 5.2.4 Roof drain downspouts shall be directed to storm sewer, piped independently from the foundation drains.
- 5.2.5 Roof and wall insulation system per local building code.

5.3 Exterior Stairs and Handrails

- 5.3.1 All exterior stair stringers shall be galvanized steel.
- 5.3.2 Handrails shall be aluminum. Structural extrusions such as posts shall be

6061-T6 or 6005-T5 Alloy/Temper. All other extrusions such as Caps, Pickets, Mid and Bottom Rails shall be at least 6063-T5.

5.3.3 Fasteners for Interconnecting Railing Components: Use fasteners of same basic metal as the fastened metal, unless otherwise indicated. Do not use metals that are corrosive or incompatible with materials joined.

5.3.4 Live load design to be minimum 100 psf.

5.4 Exterior Tank Walkways

5.4.1 Grating shall be aluminum 6063 serrated swaged rectangular bar.

5.4.2 Live load design to be minimum 100 psf.

6. DOORS AND WINDOWS

6.1 DOOR HARDWARE

6.1.1 Door hardware shall include locksets, hinges, closures, exit devices, etc. as required.

6.1.2 Construction cores and keys shall be provided by the SUPPLIER.

6.1.3 Locksets shall be heavy duty commercial mortise type, lever design, with a satin chrome finish.

6.1.4 All lock cylinders shall be master keyed. Other keying assignments shall be determined at a future date.

6.2 Personnel Doors

6.2.1 Personnel swing doors shall be 18 gauge hollow metal set in 16 gauge pressed metal frames.

6.2.2 All interior access doors shall include ¼ tempered panel view light.

6.2.3 Exterior doors shall have an insulated core.

6.2.4 All exterior doors shall be installed with appropriate weather stripping, full pre-finished metal rain hood, threshold and door sweeps.

6.2.5 Interior door hardware shall be stainless steel UL Fire-Rated Panic Exit Devices, ANSI 1.

6.3 OVERHEAD DOORS

6.3.1 Provide insulated steel roll-up doors for access to chemical storage room and process area if required.

6.3.2 Minimum door size shall accommodate removal of largest equipment.

6.3.3 Roll-up doors to include 24 gauge galvanized steel hood.

6.3.4 All roll-up doors to be operated via electric motor

7. FINISHES

7.1 DRYWALL SYSTEMS

- 7.1.1 Interior partitions: light gauge metal studs with 5/8-inch painted gypsum.
- 7.1.2 Moisture resistant gypsum wallboard shall be used in toilets and all other areas subject to moisture.
- 7.1.3 Fire-rated metal stud and gypsum wall board partitions shall be provided as required by codes.

7.2 Concrete Finishes

- 7.2.1 The exposed concrete floors shall be finished with cure and seal finish.

7.3 Paint and Coatings

- 7.3.1 All hollow metal doors and pressed metal doorframes and hollow metal window frames shall receive two (2) coats of paint.
- 7.3.2 All interior masonry shall receive one coat of block fill primer and two coats of epoxy based semi-gloss finish.
- 7.3.3 Gypsum board partitions shall receive two coats of satin finish paint.
- 7.3.4 Miscellaneous steel, including pipe bollards, ladders, and metal that is not galvanized, aluminum, or stainless steel shall receive a high gloss industrial grade paint finish.
- 7.3.5 All fire protection risers shall be painted red from the floor level to the branch level at the structure. Sprinkler system branch lines shall not be painted.
- 7.3.6 All bollards shall be primed and finished with two coats of high gloss safety yellow paint.
- 7.3.7 All piping shall be painted and labeled. Labels may be painted or plastic. The color scheme shall comply with the OWNER's standards for fluids. Labels shall indicate the direction of flow. Locate labels every 10 feet or less

7.4 Signage

- 7.4.1 Provide interior ADA compliant signage to identify rest room.
- 7.4.2 Provide signage for chemical storage and electrical panels per NFPA 704 requirements.

7.5 Fire Extinguishers

- 7.5.1 Fire extinguishers shall be provided to comply with applicable building code.
- 7.5.2 Fire extinguishers shall be 10-pound A,B,C extinguishers, supplied complete with hanging hardware and signage.

8. PIPING AND VALVES

8.1 Layout

- 8.1.1 Orient piping along walls and column lines to the greatest extent possible to keep passageways clear and to facilitate maintenance and operations.
- 8.1.2 Provide cleanouts for under slab piping.
- 8.1.3 Provide flange connections with blind flanges for future equipment wherever future equipment is required.
- 8.1.4 Provide access for manual valve actuation either by platform, floor, extension, or chain.

8.2 Equipment Isolation

- 8.2.1 Provide isolation valves upstream and downstream of all major equipment. The valves shall be within 10 feet of the equipment unless otherwise approved by OWNER.
- 8.2.2 Provide isolation valves for pressure gauges in all applications. Provide isolation diaphragms for pressure gauges connected to fluids other than potable or plant water.
- 8.2.3 Provide isolation valves for all instruments. Inline instruments shall have isolation valves upstream and downstream, within 10 feet.

8.3 Control Valves

- 8.3.1 Provide air-operated control valves for modulating valves unless otherwise approved by OWNER. Positioners shall be selected to minimize air bleed.

9. SAFETY

9.1 Guarding

- 9.1.1 No employee shall be able to come in contact with, either accidentally or intentionally, a dangerous moving part during normal or abnormal operations.
- 9.1.2 Employees shall not be able to render guards non-operational nor reach over, under, through or around to bypass guards.
- 9.1.3 Fixed guards shall not be secured in such a manner that they can be easily opened with common tools (i.e. flat head screwdriver).
- 9.1.4 Guards should be designed so they themselves do not create a hazard.
- 9.1.5 Guards should be designed so they do not have to be removed for routine maintenance to make adjustments or lubricate critical parts.

- 9.1.6 Guarding should not obstruct viewing of the process being carried out; where possible, guarding shall be clear in nature.
- 9.1.7 Guarding shall be located the appropriate distance from the danger zone by following applicable industry standards (OSHA Table O-10 Safe openings for guards based on distance to point of operation).
- 9.1.8 Guarding shall provide protection against any risk of ejection.

9.2 Noise Emissions

- 9.2.1 Provide sound enclosures where possible. If an enclosure is impractical, install equipment in a room with signage indicating the need for hearing protection.
- 9.2.2 Noise levels at property line shall not exceed 65 dBa at all times.

10. PLUMBING

10.1 General

The entire plumbing system shall be designed and tested in accordance with the latest approved standard rules, governing codes, ordinances, regulations and specifications of the following authorities:

- UPC-- Uniform Plumbing Code
- SGC --Standard Gas Code
- OSHA-- Occupational Safety and Health Act
- NFPA-- National Fire Protection Association
- AGA-- American Gas Association
- NSF-- National Sanitation Foundation

10.2 Sanitary Waste

- 10.2.1 The sanitary waste and vent system will connect all installed plumbing fixtures and floor drains and condensate drains to the site sanitary collection system.

10.3 Potable Cold Water

- 10.3.1 A separate potable water system will be provided and connected to all plumbing fixtures, hose bibs and equipment as required by the General Contractor.
- 10.3.2 Water piping will be routed parallel and perpendicular to column lines.
- 10.3.3 The service entrance will be provided with a backflow preventer as required by local codes.

10.4 Potable Hot Water

- 10.4.1 A separate potable hot water system will be provided and connected to fixtures, as required.

- 10.4.2 All equipment and fixtures furnished included in this project shall be connected and made operational complete with all valves and necessary accessories.

10.5 Plumbing Fixtures

- 10.5.1 Provide ADA-compliant fixtures.

10.6 Drains

- 10.6.1 Provide cleanouts for floor drains.

10.7 Drain Waste and Vent Piping

- 10.7.1 For corrosive drainage application use George Fischer Fuseal acids waste system for drain and vent piping or H-E-B approved equal. For non-corrosive applications use schedule 40 PVC sewer pipe, vent and fittings.
- 10.7.2 For all horizontal waste drain piping design at a grade of 1/4" per foot where possible and not less than 1/8" per foot with approval of the ENGINEER.

11. ELECTRICAL

11.1 General

The entire electrical installation shall be done in strict accordance with the Governing codes and ordinances, except where these specifications exceed the code requirements. All electrical materials, workmanship and tests shall be in conformity with the latest approved standard rules.

- NEC -- National Electric Code
- NESC -- National Electric Safety Code
- NEMA -- National Electric Manufacture's Association
- NFPA - National Fire Protection Association
- IEEE -- Institute of Electric & Electronic Engineers
- IPCA -- Insulated Power Cable Engineer's Association
- ASA -- American Standards Association
- Local Codes & Ordinances
- Provide power / lighting as required for signage.

11.2 Safety

- 11.2.1 The construction shall follow a proper lockout and tag-out procedure for electrical equipment during construction.

11.3 Main Service / Distribution / Switchgear

- 11.3.1 The electrical distribution, with the exception of utility transformers, shall be located indoors within the facility being served.

- 11.3.2 A main service disconnect may be located outside if required by the Authority Having Jurisdiction (AHJ).
- 11.3.3 Underground and overhead site infrastructure for electric and data network shall be designed with future expansion capability, ability for isolated shut-offs, loop feed transformers, conduits, phase protection, etc.
- 11.3.4 Electrical Switchgear shall be per OWNER standard.
- 11.3.5 Motor Control Centers shall be "intelligent" type.
- 11.3.6 Provide each panel with 15% spare panel space.
- 11.3.7 SUPPLIER shall furnish and install all motor VFDs in a suitable electrical room with a central Motor Control Center and Program Logic Controller (PLC). SUPPLIER shall be responsible for all field wiring from the MCC and control panels to equipment and instruments.

11.4 Lighting Systems

- 11.4.1 Design interior and exterior lighting in accordance with recommendations of the Illuminating Engineering Society (IES) Lighting Handbook.
- 11.4.2 Lighting shall use LED where possible.

11.5 Conduit

- 11.5.1 Exterior conduit shall be rigid galvanized steel (RGS) in the process area; PVC-coated steel in the chemical room; and aluminum or RGS in other areas.
- 11.5.2 Conduit run underground shall be schedule 40 PVC with solvent weld fittings and joints.

12. HVAC

12.1 General

All Work shall comply with the latest applicable standards of the following:

- Underwriters Laboratories, Inc. (UL).
- National Electrical Manufacturers Association (NEMA).
- American National Standards Institute (ANSI).
- National Fire Protection Association (NFPA).
- American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE).

- 12.1.1 In addition, all work shall comply with the applicable standards listed in the various sections of the Project specifications as well as the requirements of the local authority having jurisdiction.

13. FIRE PROTECTION

13.1 Design Conditions

- 13.1.1 Refer to Preliminary Design Report for fire protection guidance. Provide fire protection (including sprinklers) in accordance with local and state requirements as required.
- 13.1.2 Fire Protection evaluation and design shall be by licensed fire protection engineer registered in Florida.

13.2 Fire Alarm and Smoke Detection

- 13.2.1 Refer to Preliminary Design Report for fire alarm system requirements.

14. Programmable Logic Controllers

14.1 General Requirements

- 14.1.1 PLCs shall use Allen Bradley CompactLogix.
- 14.1.2 PLC shall have 30% spare IO capacity that is pre-wired to terminal strips.
- 14.1.3 PLC shall have 30% spare memory capacity.
- 14.1.4 PLC devices shall contain non-volatile memory storage for the control program.

14.2 Programming, Computers, Networks, and Human-Machine Interfaces

- 14.2.1 All software code shall be annotated with comments, in English, to assist others in understanding the programming.



APPENDIX G – AWARDED CONTRACT RESTRICTIONS & REQUIREMENTS



The awarded contract will require SUPPLIER's Compliance with the requirements listed and described below.

G.1 Funding Requirements

- State of Florida Department of Environmental Protection Standard Terms and Conditions Applicable to Grant Agreements (see below under G.7 – Forms and Reference Documents).
- State of Florida Department of Environmental Protection Special Terms and Conditions Agreement No. WG058 (see below under G.7 – Forms and Reference Documents).
- State of Florida Department of Environmental Protection Public Records Requirements (see below under G.7 – Forms and Reference Documents).
- State of Florida Department of Environmental Protection Special Audit Requirements (see below under G.7 – Forms and Reference Documents).
- Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (see below under G.7 – Forms and Reference Documents).
- Provisions for All Projects Funded by Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI), Sections III. – V. (see below under G.7 – Forms and Reference Documents).
- Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions for Formally Advertised Construction Procurement (see below under G.7 – Forms and Reference Documents).
- Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis Bacon Act (ref. below under G.7 – Forms and Reference Documents - for requirements and updated rate tables).
- The American Iron and Steel requirements of H.R. 3547 "Consolidated Appropriations Act of 2014" (ref. below under G.7 – Forms and Reference Documents - for requirements and Spreadsheet Template for Compliance); and
- Florida Administrative Code Chapter 62-503 (Revolving Loan Program) (see below under G.7 – Forms and Reference Documents).

NOTE: Build America, Buy America requirements are waived for this Project.

G.2 Performance & Payment Bond

By submitting a response to this solicitation, the SUPPLIER acknowledges that they will be required to submit a Performance & Payment Bond, if they are the successful SUPPLIER, during contract negotiations. Bond amount shall be equal to the amount of the contract executed with the OWNER. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by laws or regulations or by the contract documents.

The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in any Supplementary conditions.

G.3 Trench Safety Act Compliance

By submitting a response to this solicitation, the SUPPLIER acknowledges that they will comply with the following requirements of the Trench Safety Act:

- The SUPPLIER shall comply with the Florida Trench Safety Act (90-96), Laws of FL, Effective October 1, 1990.
- The SUPPLIER certifies that all trench excavation done within their control shall be accomplished in strict adherence with OSHA trench safety standards 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
- The SUPPLIER also agrees that they have obtained or will obtain identical certification from their proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that they will retain such certifications in their files for a period of not less than three years following final acceptance.
- The SUPPLIER shall consider all available geotechnical information in their design of the trench excavation safety system.
- Inspections may be conducted by the OWNER and/or ENGINEER at any time. Serious deficiencies will be corrected on the spot, or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
- SUPPLIER acknowledges that included in the various items of their proposal and in the Total Proposal Price are costs for fully complying with the Florida Trench Safety Act (90-96), Laws of FL, effective October 1, 1990.

G.4 Drug-Free Workplace

Whenever two or more proposals are equal with respect to price, quality, and service, proposals received from a business that certifies that it has implemented a drug-free workplace program as defined in Florida Statute 287.087 shall be given preference in the award process.

G.5 Regulatory Provisions

Regulatory provisions that are applicable and will be in the contract include the following:

- Public Records compliance, s.119, F.S.
- Trade Secrets/Confidential Business Information, s. 688.002(4), 812.081, and 119.0713(4), F.S.

- Conflict of Interest, Ch. 112, Part III, F.S.
- Data Management, 501.171 and 282.3185, F.S. if they will be involved at all with data associated with the Town's utility customer/connection information.
- Prohibited Telecommunications Equipment or Services, 48 CFR §52.204.24-52.204-26 – need prior to the award whether or not it will provide covered telecommunications equipment or services, and if so, to furnish additional information about the covered telecommunications equipment or services.
- Scrutinized Companies List/Countries of Concern/Interests of Foreign Countries – 287.135, 215.473, and 287.138, F.S.
- Public Crime or Convicted Vendor List 287.133(2), F.S. (already included in 1.8 of RFP)
- Anti-Trust Violations 287.137, F.S.
- Foreign Gifts and Contracts, s.286.101, F.S.
- Prohibition on Gratuities & Kickbacks
- Discriminatory Vendor List 287.134, F.S.
- Environmental and Social Governance and Corporate Activision, 287.05701, F.S.

G.6 Contract requirements for Federally funded projects

This project is a Federally funded project whereby the local government is the direct recipient or sub-recipient of the State. Therefore the following will be included in the final contract between the OWNER and SUPPLIER in order to comply with Federal regulations:

- Remedies for breach
- Termination for Cause and Convenience
- Equal Employment Opportunity
- Davis Bacon Act
- Copeland Anti-Kickback Act
- Contract Hours and Safety Standards Act
- Clean Air Act and the Federal Water Pollution Control Act
- Debarment and Suspension
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials

G.7 Forms and Reference Documents

Conflict of Interest and Litigation Statement

Conflict/Non-Conflict of Interest Statement

CHECK ONE

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Litigation Statement

CHECK ONE

☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Company Name

Authorized Signature

Printed or Typed Name

Title

Date

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Public Entity Crimes

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 _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is: _____

and whose Federal Employer Identification Number (FEIN) is _____; and

(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 misrepresentations.
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, nonjury 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 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. (Please 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 the 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 the 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 the 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 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 vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE 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.

State of: _____
County of: _____

Authorized Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____, who, after first being sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20____.

Notary Public

My commission expires: _____

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by Montverde, FL,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
ARTICLE 14 ENVIRONMENTAL COMPLIANCE
ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

Attachment 1

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

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

8. Payment.

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

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

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

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

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

24. Scrutinized Companies.

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

25. Lobbying and Integrity.

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

26. Record Keeping.

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

27. Audits.

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

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

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

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

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

31. Guarantee of Parent Company.

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

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Compensation Report.

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

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

38. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG058**

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 Montverde Septic to Sewer Project Phase 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

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

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

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

Attachment 4

1. Public Records.

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

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

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

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

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

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

ATTACHMENT 8

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

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

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

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

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

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

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

2. Termination for Cause and Convenience

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

3. Equal Opportunity Clause

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

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

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

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

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

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

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

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

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

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

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

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

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

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

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

9. Procurement of Recovered Materials

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

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

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

11. Domestic Preferences for Procurement

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

ADMINISTRATIVE

1. General Federal Regulations

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

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

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

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

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

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

4. Whistleblower Protection

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

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

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

6. Additional Lobbying Requirements

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

7. Increasing Seat Belt Use in the United States

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

8. Reducing Text Messaging While Driving

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

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

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

COMPLIANCE WITH ASSURANCES

1. Assurances

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

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

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

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

SLFRF-SPECIFIC

1. Period of Performance

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

2. Equipment and Real Property Management

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

SLFRF INFRASTRUCTURE PROJECTS

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

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

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

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

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

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

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

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

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

SLFRF WATER & SEWER PROJECTS

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

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

PROVISIONS FOR ALL PROJECTS FUNDED BY SUPPLEMENTAL APPROPRIATION FOR HURRICANES FIONA AND IAN (SAHFI)

III. SUMMARY OF SAHFI PROVISIONS

All statutory requirements for the SRFs (e.g., Davis-Bacon, American Iron and Steel), as well as guidance or regulations issued by EPA for the implementation of the CWSRF and DWSRF programs apply unless they are inconsistent with the SAHFI, the capitalization grant conditions, or the requirements contained in this document. Below are the SAHFI-specific implementation elements:

- A. Funding Amount:** Congress appropriated \$1.067 billion for SAHFI. Per the Act's authority, EPA will retain \$1 million of this appropriation for management and oversight. EPA set aside \$13.3 million for CW projects and \$8 million for DW projects (i.e., two percent of funds

⁵ The amount of the total DWSRF capitalization grant, including any portion awarded for set-aside activities, determines the amount of funds that can be reserved and transferred. Funds may be transferred between the CWSRF and DWSRF on a net basis, as long as the statutory 33% ceiling is not breached. For more details on inter-SRF transfers, see the [SRF Transfer Policy](#).

appropriated) for grants to Tribes per the FY 2023 Consolidated Appropriations Act.⁶ The remaining \$1.045 billion is available for additional capitalization grants to the eligible states pursuant to Title VI of the CWA and SDWA section 1452: \$651.3 million to CWSRF and \$393.6 million to the DWSRF.

B. Eligible Recipients: The SAHFI contains the following provision:

Provided, That notwithstanding section 604(a) of the Federal Water Pollution Control Act and section 1452(a)(1)(D) of the Safe Drinking Water Act, funds appropriated under this paragraph in the Act shall be provided to States or Territories in EPA Regions 2 and 4 in amounts determined by the Administrator for wastewater treatment works and drinking water facilities impacted by Hurricanes Fiona and Ian...

Unlike typical appropriations, for the SAHFI, Congress specifically exempted EPA from using the SRF allotment formulas in the CWA and SDWA. Furthermore, the SAHFI funds are restricted to those states in Regions 2 and 4, with wastewater and drinking water treatment works and facilities impacted by the named disasters. For the two eligible states, EPA determined that the funds will be allotted in proportion to the needs estimates submitted by those states. A chart containing specific allotment amounts is in Attachment 1.

An eligible entity is any otherwise SRF-eligible entity within an eligible state that was damaged, demonstrates impact, or had a loss or disruption of a mission-essential function, including loss of function where there was potential impact to public health, caused by the listed natural disasters.

C. Eligible Use of Funds: The SAFHI contains the following provision:

Provided further, That the funds appropriated under this paragraph in this Act shall be used for eligible projects whose purpose is to reduce flood or fire damage risk and vulnerability or to enhance resiliency to rapid hydrologic change or natural disaster at treatment works as defined by section 212 of the Federal Water Pollution Control Act or any eligible facilities under section 1452 of the Safe Drinking Water Act, and for other eligible tasks at such treatment works or facilities necessary to further such purposes...

This provision defines the scope of eligible activities authorized under the SAHFI by restricting the eligible uses of both the CWSRF and DWSRF program funds. For an activity to be eligible under the SAHFI, it must be otherwise SRF eligible *and* serve one or more of the following purposes:

- Reduce flood or fire damage risk and vulnerability at treatment works as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

⁶ FY 2023 Consolidated Appropriations Act, P.L. 117-328, Division G, Title II (providing that for FY 2023 EPA may retain up to a total of 2% of CWSRF funds appropriated, or \$30 million, whichever is greater, and up to a total of 2% of DWSRF funds appropriated, or \$20 million, whichever is greater, to provide grants funding to Tribes).

- Enhance resiliency to rapid hydrologic change or natural disaster at treatment works as defined by section 212 of the CWA or any eligible facilities under section 1452 of the SDWA

See a detailed example list of eligible activities in Attachment 2. If a state wishes to fund an activity *not* listed in Attachment 2, the state must explain in its IUP how the proposed project addresses the aforementioned purposes.

D. Disadvantaged Communities and Tribes: The SAFHI contains the following provision:

“Provided further, That States or Territories shall prioritize funds, as appropriate, to Tribes and disadvantaged communities...”

Tribes and disadvantaged communities experience, or are at risk of experiencing, disproportionately high exposure to pollution – whether in air, land, or water. The SAFHI directs states to prioritize projects that benefit Tribes and disadvantaged communities, as appropriate, to help ensure these communities benefit from this supplemental disaster funding.

In accordance with this provision, for SAHFI CWSRF funding, EPA expects states to prioritize Tribes and/or municipalities that meet the states’ affordability criteria as defined under CWA section 603(i). This can include municipalities that do not meet the state’s affordability criteria but seek to benefit disadvantaged ratepayers in the residential user rate class. If assistance is being used to benefit individual ratepayers in the residential user rate class of a municipality that does not meet the affordability criteria, then the recipient must demonstrate to the state’s satisfaction that these ratepayers would otherwise experience a significant hardship from the increase in rates necessary to finance the project or activity for which assistance is being sought. Additionally, the CWSRF assistance agreement between the state and the recipient must include language indicating that the additional subsidization would be provided to these ratepayers through a user charge rate system or other appropriate method and the burden of documentation and verification is on the recipient. State project files should house copies of the verification.

In accordance with this provision, for SAHFI DWSRF funding, EPA expects states to prioritize Tribes and/or disadvantaged communities. Section 1452(d)(3) of SDWA requires states to establish a definition of disadvantaged communities.

The CWSRF and DWSRF intended use plans must provide a detailed description of the states’ efforts to prioritize Tribes and/or disadvantaged communities, as appropriate. The description must also include the rationale for providing disaster supplemental funding to non-disadvantaged communities.

Finally, the states should consult the [Bipartisan Infrastructure Law SRF Memorandum](#) for additional guidance and tools on how best this funding can be directed to Tribes and disadvantaged communities.

E. Additional Subsidization: The SAFHI contains the following provision:

Provided further, That notwithstanding the requirements of section 603(i) of the Federal Water Pollution Control Act and section 1452(d) of the Safe Drinking Water Act, for the funds appropriated under this paragraph in this Act, each State shall use 100 percent of the amount of its capitalization grants to provide additional subsidization to eligible recipients in the form of forgiveness of principal, negative interest loans or grants, or any combination of these...

Each state must use 100 percent of its capitalization grant (for the DWSRF, net of any DWSRF set-asides taken) for the above purposes.

Eligible Forms of Additional Subsidy:

- a. *Principal Forgiveness*: The principal forgiveness amount must be included in the loan agreement for the amount forgiven to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the amount of principal forgiven.
- b. *Negative Interest Loans*: A negative interest loan is a loan for which the rate of interest is such that the total payments over the life of the loan are less than the principal of the loan. The negative interest rate must be included in the loan agreement at the time of execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the difference between the principal of the loan and the total payments expected over the life of the loan.
- c. *Grants*: The grant must be provided at the time of assistance agreement execution to be counted against the total required to be provided as additional subsidization. The amount counted against the requirement is the total grant amount included in the agreement. Note that grant recipients under this provision are considered “subgrantees” for the purposes of EPA’s grant regulations as detailed below in section IV.D.

F. State Match: The SAFHI contains the following provisions:

Provided further, That the funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of section 1452(e) of the Safe Drinking Water Act: *Provided further*, That funds provided under this paragraph in this Act shall not be subject to the matching or cost share requirements of sections 602(b)(2), 602(b)(3), or 202 of the Federal Water Pollution Control Act...

This language waives the requirements in sections 602(b)(2), 602(b)(3), and 202 of the CWA as well as section 1452(e) of the SDWA for states to provide match for the SAHFI capitalization grants.

G. DWSRF Administration and Other Set-Aside Funds: At their discretion, states may take set-asides from the SAHFI capitalization grant. The set-asides must be used to support the purposes

of SAHFI: to support the reduction of flood or fire damage risk and vulnerability or to enhance resiliency to rapid hydrologic change or natural disasters at treatment works or water systems.

Example activities include, but are not limited to:

- a. Using the DWSRF Administration and Technical Assistance set-aside under section 1452(g)(2)(A) of SDWA (the greatest of 4 percent, \$400,000, or 1/5th percent of the current valuation of the fund) to fund salaries of employees working on SAHFI, based upon the amount of time spent on SAHFI implementation, and to provide resiliency-related technical assistance to water systems impacted by Hurricanes Ian and Fiona.
- b. Using the DWSRF's 2 percent Small System Technical Assistance set-aside under section 1452(g)(2)(C) of SDWA to provide resiliency-related technical assistance to small water systems impacted by Hurricanes Fiona and Ian.

H. CWSRF Administration and Technical Assistance Funds: The maximum annual amount of CWSRF money (not including any fees collected that are placed in the fund) that may be used to cover the reasonable costs of administering the fund (i.e., all BIL, SAHFI, and base appropriations) is the greatest of the following: an amount equal to 4% of all grant awards to the fund received by a state CWSRF (less any amounts that have been used in previous years to cover administrative expenses) for the fiscal year; \$400,000; or 1/5 percent of the current valuation of the fund. The SAHFI did not alter these options or the calculation of available administrative funds and verification procedures already in place.

States may use up to an amount equal to 2% of the SAHFI CWSRF capitalization grant for the purpose of hiring staff, nonprofit organizations, or regional, interstate, or municipal entities to assist rural, small, and tribal publicly owned treatment works. The form of that assistance is flexible and could include, but is not limited to, community outreach, technical evaluation of wastewater solutions, preparation of applications, preliminary engineering reports, and financial documents necessary for receiving SRF assistance.

IV. OTHER APPLICABLE PROVISIONS

- A. **Equivalency:** SAHFI funds are federal funds and therefore equivalency requirements apply to projects funded by SAHFI capitalization grant(s).⁷ Projects funded through the base or other SRF programs cannot be used to meet the equivalency requirements of the SAHFI capitalization grants.
- B. **Reporting:** Transparency and consistency are of the utmost importance to ensure that the funds are being used effectively and efficiently. States must use EPA's SRF Data System to report key SAHFI project characteristics and milestone information no less than quarterly EPA recommends that project data be entered into the reporting systems as soon as agreements are

⁷ The Build America, Buy America (BABA) Act requirements do not apply to SAHFI funding. See section IV.F. Build America, Buy America for more information.

signed with assistance recipients. Additional reporting may be required through the terms and conditions of the grant award.

The Federal Funding Accountability and Transparency Act of 2010 (FFATA) requires SRF programs to report on recipients that received federal dollars in the FFATA Subaward Reporting System (www.fsr.gov). FFATA reporting must exactly equal the capitalization grant amount.

- C. Cash Draws:** Disbursements for projects funded by SAHFI must *not* be drawn from other open SRF capitalization grants unless the projects are jointly funded by the SAHFI and other SRF funding sources. Funds must be expended in a timely and expeditious manner.

- D. Laws, Regulations, and Requirements for Assistance Agreements in the Form of Grants:** The SAHFI allows state CWSRF and DWSRF programs to provide grants to eligible assistance recipients. States should be aware that SRF assistance recipients that receive a grant are legally considered “subrecipients” for the purposes of Office of Management and Budget’s (OMB’s) grant regulations at 2 CFR Part 200 et. seq. In other words, assistance recipients receiving additional subsidization in the form of a grant are subject to additional cross-cutting federal requirements than those receiving other forms of additional subsidization. EPA’s subaward policy establishes the requirements and procedures for Grants Management Offices and Program Offices in making determinations regarding subrecipient eligibility, overseeing pass-through entity monitoring and management of subawards, and authorizing fixed amount subawards under 2 CFR 200.331, 200.332, and 200.333, respectively.

Note that the use of a grant as an additional subsidization instrument does not change the established CWSRF and DWSRF cash draw rules. The assistance recipient must first incur a cost associated with an executed assistance agreement for the state CWSRF and DWSRF to have the authority to draw capitalization grant funds from the Department of the Treasury and disburse those funds to the assistance recipient.

- E. Federal Civil Rights Responsibilities, Including Title VI of the Civil Rights Act of 1964** In 1994, [Executive Order 12898](#)⁸ was issued to direct Federal agencies to incorporate achieving environmental justice into their mission. The Presidential Memorandum⁹ accompanying that Executive Order required in part, that consistent with Title VI of the Civil Rights Act of 1964, each Federal agency “...ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through contractual or other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin.”¹⁰

⁸ Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 59 FR 7629, February 16, 1994.

⁹ Presidential Memorandum on Executive Order for Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, available at: https://www.epa.gov/sites/default/files/2015-02/documents/clinton_memo_12898.pdf.

¹⁰ Id.

EPA has a responsibility to ensure that recipients and subrecipients of federal financial assistance from EPA comply with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin (including limited English proficiency), disability, sex and age, including Title VI of the Civil Rights Act of 1964.¹¹

EPA's implementing regulation generally prohibits discrimination in any programs, activities and services receiving federal financial assistance. 40 C.F.R. § 7.30. In addition, EPA's implementing regulations at 40 C.F.R. § 7.35 state that programs or activities receiving EPA assistance "shall not directly or through contractual, licensing, or other arrangements on the basis of race, color, or national origin...":

- Subject a person to segregation or separate treatment;
- Deny a person or group the opportunity to participate as members of any planning or advisory body;
- Restrict a person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, aid, or benefit provided by the program;
- Use criteria or methods of administration "which have the effect of subjecting individuals to discrimination;" or
- Choose a site or location of a facility with "the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination," among other things.

EPA's nondiscrimination regulations at 40 C.F.R. Parts 5 and 7 also contain longstanding procedural requirements applicable to applicants for and recipients (including sub-recipients) of EPA financial assistance.¹² These requirements include having a notice of nondiscrimination, nondiscrimination coordinator, grievance procedures, a process for collecting and maintaining nondiscrimination compliance information, and pursuant to Title VI and the Rehabilitation Act of 1973, developing policies and procedures for ensuring meaningful access to programs and activities for individuals with limited-English proficiency and individuals with disabilities. In addition, recipients' public participation processes must also be implemented consistent with the federal civil rights laws.¹³

¹¹ Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(d) et seq. (Title VI); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., 29 U.S.C. § 794, Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq.; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92 500 § 13, 86 Stat. 903 (codified as amended at 33 U.S.C. § 1251 (1972)); 40 CFR. Parts 5 and 7.

¹² EPA's nondiscrimination regulation at 40 CFR Parts 5 and 7 requires recipients to establish and implement their own nondiscrimination programs. *See* 40 CFR §§ 7.80-7.100.

¹³ *See* Title VI, 42 U.S.C. §§ 2000(d) et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; *Lau v. Nichols*, 414 U.S. 563, 568-69 (1974) (finding that the government properly required language services to be provided under a recipient's Title VI obligations not to discriminate based on national origin); 40 CFR § 7.35(a). *See also* U.S. EPA, Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 69 FR 35602 (June 25, 2004) (available at https://www.epa.gov/sites/production/files/2020-02/documents/title_vi_lep_guidance_for_epa_recipients_2004.06.25.pdf); U.S. EPA, Title VI Public Involvement Guidance

EPA will evaluate the implementation of CWSRF and DWSRF funding under the SAHFI to ensure compliance with civil rights laws by assistance recipients of EPA funding and to ensure that no portion of a community is excluded from receiving or denied benefit of CWSRF and DWSRF funding based on race, color, national origin (including limited English proficiency), age, disability or sex. EPA expects the state to review program activities to ensure compliance with Title VI of the Civil Rights Act of 1964 and make an affirmative statement documenting the review and commitment to Title VI requirements in IUPs. Further, financial award agreements and contracts must include appropriate Title VI nondiscrimination language.

For more information about the federal civil rights laws enforced by EPA, including Title VI, please visit: <https://www.epa.gov/ocr/title-vi-laws-and-regulations> and <https://www.epa.gov/ogc/external-civil-rights-compliance-office-title-vi>.

- F. Build America, Buy America:** The Build America, Buy America (BABA) Act requirements do not apply to SAHFI funding pursuant to the exception under section 70912(4)(B), which states that BABA does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 16 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.” Per the OMB’s April 18, 2022 memorandum M-22-11 “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure,” “pre and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, id. § 5122(1),(2).¹⁴

V. EPA Oversight

As BIL and supplemental appropriations are awarded, EPA plans to amend its annual review guidance and checklists, as needed, to address any updates. This ensures that the SRF programs are successfully meeting critical programmatic and fiduciary oversight responsibilities.

for EPA Assistance Recipients Administering Environmental Permitting Programs, 71 FR 14207 (March 21, 2006) (available at https://www.epa.gov/sites/production/files/2020-02/documents/title_vi_public_involvement_guidance_for_epa_recipients_2006.03.21.pdf); U.S. EPA, [Procedural Safeguards Checklist for Recipients](https://www.epa.gov/sites/production/files/2020-02/documents/procedural_safeguards_checklist_for_recipients_2020.01.pdf), at https://www.epa.gov/sites/production/files/2020-02/documents/procedural_safeguards_checklist_for_recipients_2020.01.pdf (rev. Jan. 2020) ([which provides a more detailed explanation of nondiscrimination obligations and best practices](https://www.epa.gov/sites/production/files/2020-02/documents/procedural_safeguards_checklist_for_recipients_2020.01.pdf)); U.S. EPA, Disability Nondiscrimination Plan Sample, at https://www.epa.gov/sites/production/files/2020-02/documents/disability_nondiscrimination_plan_sample_for_recipients_2020.01.pdf (2017).

¹⁴ President Biden issued an emergency declaration under the Stafford Act for the Commonwealth of Puerto Rico due to the emergency conditions resulting from Tropical Storm/Hurricane Fiona on September 21, 2022. President Biden issued an emergency declaration under the Stafford Act due to emergency conditions resulting from Hurricane Ian for the State of Florida on September 25, 2022, and for the Seminole Tribe of Florida on September 30, 2022.

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection
State Revolving Fund Program
Supplementary Conditions
for

Formally Advertised
Construction Procurement

Revised July 2022

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ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed - The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor - The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

11.3.1. Have not within a three-year period preceding this proposal 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

12.2. Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding \$10,000)

During the performance of this contract, the contractor agrees as follows:

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

12.2.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.2.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.2.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.2.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

12.3.1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;

12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;

12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and

12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;

12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;

12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;

12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;

12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and

12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eeo1/eeo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
 2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
 3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Office of Federal Contract Programs ([dol.gov/agencies/ofccp](https://www.dol.gov/agencies/ofccp)) Construction Technical Assistance Guide accessible at <https://www.dol.gov/agencies/ofccp/compliance-assistance>

Goals for minority utilization can be found in the Department of Labor's ~~Technical Assistance Guide for Federal Construction Contractors (May 2009)~~, available on the internet at ~~<http://www.civilrightsusa.gov/pdf/TAG%20-%20Construction.pdf>~~. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

APPENDIX C
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

"General Decision Number: FL20240119 03/29/2024

Superseded General Decision Number: FL20230119

State: Florida

Construction Type: Heavy

County: Lake County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/29/2024

ENGI0487-033 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR Group 3 Drill Rig, Horizontal Directional Drill Operator, Horizontal Direction Drill Locator....	\$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

* IRON0808-008 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 31.50	16.45

LAB00517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.61	11.59

PAIN1010-011 06/01/2021

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 24.71	14.60

* SUFL2009-158 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.37 **	1.78
CEMENT MASON/CONCRETE FINISHER...	\$ 13.44 **	0.00
ELECTRICIAN.....	\$ 16.71 **	3.51
LABORER: Common or General.....	\$ 10.00 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 11.25 **	1.84
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.21 **	2.88
OPERATOR: Bulldozer.....	\$ 12.88 **	2.92
OPERATOR: Crane.....	\$ 16.17 **	3.89
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 13.00 **	1.84
OPERATOR: Mechanic.....	\$ 13.83 **	2.19
OPERATOR: Roller.....	\$ 10.67 **	1.87
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.22 **	1.70
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00 **	0.00

TRUCK DRIVER: Off the Road

Truck.....\$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: FL20240210 05/31/2024

Superseded General Decision Number: FL20230210

State: Florida

Construction Type: Building

County: Lake County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	03/15/2024
3	05/31/2024

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.12	13.11

CARP1905-003 06/01/2023

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 26.65	13.30

* ELEV0139-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.45	37.885+a+b

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

B. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

 ENGI0487-030 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described above; Mechanics.....	\$ 37.01	16.85
Group 4		
Forklift.....	\$ 35.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

 IRON0402-001 10/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.75	15.27

 SFFL0821-004 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.03	23.01

 SHEE0015-006 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 25.75	16.92

 * SUFL2014-019 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 19.36	6.19
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 19.80	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.32 **	0.00
LABORER: Pipelayer.....	\$ 15.00 **	0.54
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 19.00	3.43
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 17.83	0.00
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 13.22 **	0.00

PIPEFITTER, Includes HVAC

Pipe and Unit Installation.....	\$ 22.39	8.89
PLUMBER.....	\$ 19.76	3.41
ROOFER.....	\$ 17.60	1.39
TILE SETTER.....	\$ 17.25	1.74
TRUCK DRIVER: Dump Truck.....	\$ 12.95 **	2.28
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, “Consolidated Appropriations Act, 2014,” (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, “Use of American Iron and Steel,”:

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

TITLE	Updated:	2/20/2020
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<u>Deminimus Waiver Tracking</u>		Total <u>Deminimus:</u>
Estimated Total Material Cost:	[REDACTED]	\$0
5 percent of ETMC:		\$0
1 percent of ETMC:		\$0

Note 1:

National Waivers

<https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-approved-national-waivers-0>

	Enacted	Expiration	Description
1		22-Feb-17	<p>Short Term National Product Waiver for Stainless Steel Nuts and Bolts Used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles</p> <p>Waiver permits the use of non-domestically produced stainless steel nuts and bolts in bolting-type pipe couplings, restraints, joints and repair saddles in iron and steel products for projects funded by the CWSRF or DWSRF.</p> <p>Product must be purchased prior to expiration of waiver.</p>
2			<p>National Product Waiver for Minor Components in Iron and Steel Products (with Cost Ceiling)</p> <p>Waiver permits projects funded by the CWSRF or DWSRF to use non-domestically produced miscellaneous minor components within an otherwise domestically produced iron and steel product for up to 5 percent of the total material cost of the product.</p> <p>This waiver is different than the national de minimis waiver. The national de minimis waiver applies to incidental components of a <u>project</u>, this waiver covers components within an iron and steel <u>product</u>.</p>
3			<p>De Minimis Waiver</p> <p>Waiver allows a small percentage of incidental products of unknown or non-domestic origin, up to 5% total material cost of project, up to 1% max for single item.</p> <p>Users of de minimis waiver should maintain documentation of all the de minimis items in a project. Minimum documentation: tabular list of de minimis items with units and price, with summation.</p>
4			<p>National Product Waiver for Pig Iron and Direct Reduced Iron for SRF Projects</p> <p>This waiver permits the use of iron and steel products that were manufactured using non-domestic pig iron and direct reduced iron in projects that receive funds from either the CWSRF or DWSRF.</p>
5			<p>National Plans and Specs Waiver Pursuant to Section 436 of P.L. 113-76, Consolidated Appropriations Act</p> <p>Waives AIS requirements for plans and specifications submitted to a state agency prior to and including January 17, 2014, due to the uncertainty surrounding AIS legislation.</p>
Project Waivers			
Three reasons for a waiver:			
<ol style="list-style-type: none"> 1. Applying requirements would be inconsistent with the public interest. 2. Iron and steel products are not produced in sufficient quantity or satisfactory quality domestically. 3. Inclusion of domestic Iron and Steel products will increase overall project cost by more than 25%. 			
Project Waiver Guidance:			
https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process			

Certification Letters must contain 5 items:

- 1 Q: What is the product?
 A: The letter should list specific products delivered to jobsite. Quantities are NOT required.
- 2 Q: Where was it made?
 A: The letter should include the location(s) of the foundry/mill/factory where the product was manufactured (City and State).
- 3 Q: To whome was it delivered?
 A: The letter should include the name of the project and jurisdiction where the product was delivered.
- 4 Signature of company representative
 Notary not required.
- 5 AIS requirements must be referenced.
 References to other programs (e.g. DOT programs) are not acceptable.

*Certification letters must be from the Manufacturer, not the supplier.

*EPA will review Cert Letters for you, send here:

[SRF AIS@epa.gov](mailto:SRF_AIS@epa.gov)
with subject line "Cert Letter Review"

Refer to March 2014 Implementation Memo for specific items.

<https://www.epa.gov/sites/production/files/2015-09/documents/ais-final-guidance-3-20-14.pdf>

AIS applies to: Products made primarily of iron or steel, permanently incorporated into the project*

Products specifically included (starred items defined below):

Lined/Unlined pipes or fittings
Manhole Covers
Municipal Castings*
Hydrants
Tanks
Flanges
Pipe clamps and restraints
Valves
Structural Steel**
Reinforced precast concrete***
Construction Materials****

Notes:

"Primarily" Iron or Steel products are greater than 50% iron or steel, measured by material cost.
Trench boxes, scaffolding, or equipment removed from project site upon completion are not subject to AIS requirements.
However, if a product is used only for construction purposes, but left in place, then the product must be domestically produced. (e.g. steel sheeting).

*Municipal Castings:

Municipal Castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into drinking water, stormwater, wastewater, and surface infrastructure. Refer to Q19 in above memo link. Examples:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;

	<p>Cleanout/Monument Boxes; Construction Covers and Frames; Curb and Corner Guards; Curb Openings; Detectable Warning Plates; Downspout Shoes (Boot, Inlet); Drainage Grates, Frames and Curb Inlets; Inlets; Junction Boxes; Lampposts; Manhole Covers, Rings and Frames, Risers; Meter Boxes; Service Boxes; Steel Hinged Hatches, Square and Rectangular; Steel Riser Rings; Trash receptacles; Tree Grates; Tree Guards; Trench Grates; and Valve Boxes, Covers and Risers.</p>
**Structural Steel	<p>Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeos. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.</p>
***Reinforced Precast Concrete	<p>AIS requirements apply to reinforced concrete. Reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product.</p> <p>Additionally, the casting of the concrete products must take place in the US. Cement and other raw materials used in concrete production are not required to be domestic.</p>

****Construction Materials

Construction Materials are articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Examples: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

Construction Materials are NOT mechanical and electrical components, equipment and systems. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. Examples: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

- Example 1: Packaged equipment systems do not require AIS compliance.
A valve provided by a blower manufacturer is not required to comply with AIS. However, if a Contractor supplies a valve to connect to a packages system, then AIS compliance is required.
- Example 2: A manual door falls under AIS, but a motorized door does not.
- Example 3: A screen is considered a construction material (AIS applies), unless it has mechanical parts, then it is not (AIS does not apply).
Clarifier tanks must comply with AIS. Clarifier arms and components do not require compliance.

CHAPTER 62-503

STATE REVOLVING FUND LOAN PROGRAM

62-503.101	Scope of the Rule (Repealed)
62-503.200	Definitions
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62-503.101 Scope of the Rule.

Rulemaking Authority 403.1835(5)(a) FS. Law Implemented 403.1835 FS. History—New 7-29-04, Repealed 2-16-12.

62-503.200 Definitions.

For purposes of this rule chapter:

(1) “Act” means the Federal Water Pollution Control Act, 33 USC §1251 et seq., as amended, June 2014, by the Water Resources Reform and Development Act, also known as the amended Clean Water Act. Sections 212 (33 USC §1292), 319 (33 USC §1329), and 320 (33 USC §1330) and Title VI (33 USC §1381 et seq.) of the Act pertain to the Clean Water State Revolving Fund, and are hereby adopted and incorporated by reference. This document is available from the Department’s Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3000, or at <http://www.flrules.org/gateway/reference.asp?No=Ref-14062>.

(2) “Affordability Index” The term “Affordability Index” means the empirical number that is generated for a local governmental agency-project sponsor using the computer model entitled “Final Report Statistical Wt. – No Sales,” which is based on a combination of median household income, poverty, and unemployment census statistics for local governments. This computer model can be found in “Updating the Department of Environmental Protection’s Affordability Index, 2011,” August 9, 2011, Economics Department, Florida State University, Tallahassee, Florida, and is hereby adopted and incorporated by reference. This document is available from the Department’s Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3000, or at <http://www.flrules.org/gateway/reference.asp?No=Ref-04016>.

(3) “Asset Management Plan” means a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. Subsection 62-503.700(7), F.A.C., provides details on the contents of the plan.

(4) “Best management practice” means a control technique that is used for a given set of conditions to achieve water quality and water quantity enhancement at a feasible cost.

(5) “Capitalization grant project” means a project for which the project sponsor shall document compliance with specific federal requirements under subsection 62-503.700(1), F.A.C., in addition to the general requirements under subsections 62-503.700(2) through (7), F.A.C., to qualify for a loan. Capitalization grant projects will be identified in an amount corresponding to the annual capitalization grant received by the Department from the United States Environmental Protection Agency (EPA).

(6) “Capitalized interest” means interest accruing at the loan financing rate and compounding annually from the time when disbursements are made until six months before the first semiannual loan repayment is due.

(7) “Construction costs” means costs associated with allowable construction, equipment, materials, and demolition.

(8) “Construction loan” means an assistance agreement to fund a wastewater, stormwater, or nonpoint source construction project, equipment purchase, or wastewater system acquisition. To be eligible for a construction loan, a planning document and plans and specifications must be accepted by the Department, the environmental review process described in Rule 62-503.751, F.A.C., must be complete, all required Department permits and authorizations must have been obtained, and all necessary site

certifications must have been submitted to the Department. Plans, specifications, construction permits, and site certifications are not required for a wastewater system acquisition. For design/build projects using a best value procurement process, the approval of the procurement process shall be accepted in lieu of the plans, specifications, site certifications, and permits unless any portion of these documents are available at that time. The requirements for planning documents are described in subsection 62-503.700(2), F.A.C., and the requirements for plans and specifications are described in subsection 62-503.700(3), F.A.C.

(9) "Construction manager at risk" means a firm or other single entity that contracts with the project sponsor for a guaranteed maximum price for the work. The construction manager is responsible for performance under individual construction contracts.

(10) "Continuing contract" shall have the same meaning as provided in the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, F.S.

(11) "Cost-effective" means the lowest present worth (or equivalent annual value) of the implementable and environmentally acceptable alternatives to achieve the project sponsor's objectives considering capital costs as well as operation and maintenance costs.

(12) "Department" means the Department of Environmental Protection, Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000. For electronic information requests and submittals, email SRF_Reporting@dep.state.fl.us.

(13) "Design/build" means a contracting procedure whereby a firm or other single entity contracts with the project sponsor for a fixed price or a cost-plus-a-fixed-fee with a guaranteed maximum price, and is responsible for both design and construction of the project. The procurement process must be competitive best value or competitive qualifications based. For a competitive best value selection, the most advantageous proposal to the project sponsor is selected based on criteria that include price and other factors. For competitive qualifications based procurement, the qualifications of the responsible firm are the primary consideration in the selection process and the responsible firm shall use open book accounting for this process.

(14) "Design loan" means an assistance agreement to fund design activities that will result in biddable, permittable plans and specifications for an eligible construction project. Design/build projects using a best value procurement process are not eligible for a design loan. Additionally, a planning document defining the scope of the project to be funded must have been accepted by the Department. The requirements for an acceptable planning document are described in subsection 62-503.700(2), F.A.C.

(15) "Financial hardship" means a situation where the affordability index of a small community to be served by the project is less than 100.

(16) "Financing rate" means the semiannual compounding rate at which charges are imposed on the unpaid principal, including capitalized interest, of a State Revolving Fund (SRF) loan as described in subsection 62-503.300(5), F.A.C. The financing rate has a loan interest rate component and, for non-capitalization grant project loans, a grant allocation assessment rate component.

(17) Fiscal Sustainability Plan (FSP) means a plan to be implemented by the project sponsor to perform an initial and continued inventory and evaluation of treatment works proposed for repair, replacement, or expansion in accordance with Section 603 of the Act (33 USC § 1383).

(18) "Fiscal year" means the 12-month period between July 1 and the following June 30.

(19) "Fundable portion" means the portion of a priority list consisting of the projects to which funds allocated each year by the Department have been assigned.

(20) "Funds allocated each year by the Department" means funds that are available or expected to be available for loans during the fiscal year for which a priority list is being developed as a result of the following:

(a) Federal capitalization grants and state appropriations less the amount of any funds appropriated or statutorily designated for specific projects or purposes;

(b) Loan repayments;

(c) Investment earnings;

(d) Net proceeds of bonds issued by the Florida Water Pollution Control Financing Corporation; and,

(e) Funds recovered from loan decreases.

(21) "Grant allocation assessment" means that portion of each repayment of each non-capitalization grant project loan used solely for the purpose of making wastewater grants to financially disadvantaged small communities under Section 403.1838, F.S. The grant allocation assessment is in addition to the principal and interest portions of each non-capitalization grant project loan repayment and is included as a component of the financing rate.

(22) "Inflow/infiltration or I/I project" means a project to reduce excessive inflow or infiltration into the collection system.

Infiltration is considered excessive when the total flow exceeds 120 gallons per capita per day during periods of dry weather. Inflow is considered excessive when the total flow exceeds 275 gallons per capita per day during a rain event. Documentation shall include influent flow rates, rainfall records and the population of units connected to the treatment system or lift station.

(23) “Green project” means a project that demonstrates water or energy efficiency, uses an environmentally innovative approach to treat wastewater or stormwater, or a stormwater project that restores the natural hydrology. The requirements for meeting one or more of these categories are provided in Attachment 2 of EPA’s “Procedures for Implementing Certain Provisions of EPA’s Fiscal Year 2012 Appropriation Affecting the Clean Water and Drinking Water State Revolving Fund Programs,” March 2012, and Change to the Clean Water State Revolving Fund Green Project Reserve Guidance, February 2017, hereby adopted and incorporated by reference. This document is available from the Department’s Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3900, or at <http://www.flrules.org/gateway/reference.asp?No=Ref-03910> and at <http://www.flrules.org/gateway/reference.asp?No=Ref-14064>. For energy efficiency projects the recipient shall provide a certification. The certification must state that the accepted project was designed to maximize energy efficiency. Certifications by a certified energy manager (CEM) or a certified energy auditor (CEA) are acceptable. CEMs and CEAs must be certified by the Association of Energy Engineers or equivalent national or international organization. Information on these certifications is available at: <http://www.aeecenter.org/certifications>.

(24) “Leveraged loan” means a loan issued by the Florida Water Pollution Control Financing Corporation (FWPCFC).

(25) “Loan Service Fee” means a fee paid by the project sponsor in an amount that ranges from two to four percent of the total loan amount less the portion of the loan for capitalized interest and shall not be included in the principal of the loan. The loan service fee shall be estimated at the time of execution of the loan agreement, revised with any increase or decrease amendment, and shall be finalized in the final loan amendment based on the total loan disbursed.

(26) “Planning loan” means an assistance agreement to perform the initial planning and administration for a project. The deliverable for this loan shall be a planning document or a sewer system evaluation study. The requirements for the planning document are described in subsection 62-503.700(2), F.A.C. A planning loan shall not be used to acquire any interest in real property.

(27) “Planning portion” means the portion of the priority list consisting of projects that do not qualify for the fundable or waiting portion.

(28) “Pledged revenue” means revenue specifically approved by the Department and dedicated to the repayment of the loan.

(29) “Priority list” means the annual listing of fundable, waiting, and planning portion projects.

(30) “Project” means as follows:

(a) For funding as a result of section 212 of the Act, devices and systems associated with wastewater, reclaimed water or stormwater management facilities; and,

(b) For funding as a result of either section 319 or 320 of the Act, devices and systems or implementation of best management practices associated with nonpoint source water pollution control.

(31) “Project costs” means costs for planning, design and construction, procurement of equipment and materials, contingency, demolition, legal and technical services, land acquisition, wastewater system acquisition, and capitalized interest.

(32) “Project sponsor” means a local government, nonprofit utility, or not-for-profit utility eligible under the Act or other entity eligible as a result of sections 319 and 320 of the Act to receive a loan. An eligible project for a nonprofit or not-for-profit utility is limited to projects that support water conservation, energy efficiency, and reuse as defined in Section 603 of the Act (33 USC §1383).

(33) “Request for Inclusion” means completed Form RFI 1, Request for Inclusion on the Clean Water Priority List, effective 3-9-22, which is hereby adopted and incorporated by reference. This form is available from the Department’s Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3000, or at <http://www.flrules.org/Gateway/reference.asp?No=Ref-14066>.

(34) “Segment cap” means the maximum amount available to any one sponsor during a fiscal year. The segment cap amount shall be established at a public meeting approving the priority list and shall be less than 25 percent of the funds available. Adjustments to the segment cap amount shall be made at a list management public meeting if additional funds become available and all projects eligible for placement on the fundable portion of the priority list at the most recent list approval or list management public meeting have been funded.

(35) “Septic tank failure” means a condition existing within an onsite sewage treatment and disposal system that prohibits the

system from functioning in a sanitary manner and that results in the discharge of untreated or partially treated wastewater onto the surface of the ground, into surface water, into ground water, or that results in the failure of building plumbing to discharge properly. However, for the purposes of this rule, failures resulting from improper maintenance of the system or lack of maintenance shall not be considered a septic tank failure.

(36) “Service Area” means that area currently served by the project sponsor and any additional area proposed to be served by the sponsor’s project.

(37) “Small community” means a municipality or unincorporated community with a total population of 10,000 or less as of the most recent decennial census.

(38) “Waiting portion” means the portion of a priority list consisting of projects that are qualified to be on the fundable portion but cannot be placed on the fundable portion until there are sufficient funds.

(39) “Useful life” means for land – 100 years; conveyance pipes – 50 years; other structures such as buildings and tankage – 30 to 50 years; process equipment – 15 to 20 years; and auxiliary equipment such as power generators and controls – 10 to 15 years.

(40) The following terms and phrases used throughout this rule chapter have the meaning given these words in Section 287.012, 403.1835, 403.1837 or 403.031, F.S.: best value, FWPCFC, and local governmental agencies.

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1832, 403.1835, 403.031, 403.1837 FS. History—New 4-17-89, Amended 12-4-91, 2-23-94, Formerly 17-503.200, Amended 1-4-98, 7-1-99, 2-6-02, 7-29-04, 4-22-14, 3-9-22.

62-503.300 General Program Information.

(1) Steps involved in obtaining a loan.

(a) Request for inclusion. The project sponsor shall submit a Request for Inclusion Form, incorporated by reference in subsection 62-503.200(33), F.A.C., to the Department to establish project ranking on the priority list as outlined in paragraph (1)(e), below, and to determine the financing rate on the loan, as outlined in subsection (5), below:

1. The Department shall review requests for inclusion to verify eligibility and accuracy of the information provided, such as census tract numbers, service area boundaries, population, public health risk, system boundaries, project costs, and to determine the project scope.

2. Additional information shall be requested by the Department when the data provided by the project sponsor are incomplete or unclear.

(b) Documentation required for priority listing. The documentation that must be timely submitted to compete for funding at a priority list meeting varies depending on the type of loan being requested and is known as the readiness-to-proceed criteria. For planning loans, the completed Request for Inclusion form and its necessary attachments are required. For design loans, the Request for Inclusion form and all documentation required in subsection 62-503.700(2), F.A.C., must be submitted and complete. For Inflow and Infiltration (I/I) rehabilitation loans, the Request for Inclusion form, sewer system evaluation study, all documentation referenced in Rule 62-503.751, F.A.C., all required permits and bid documents corresponding to the areas to be rehabilitated must be submitted. For construction loans, the Request for Inclusion form, all documentation referenced in subsections 62-503.700(2) through 62-503.700(5), F.A.C., must be submitted, and the process described in Rule 62-503.751, F.A.C., must be completed.

(c) Priority List Public Meeting.

1. Except as provided in subparagraph 2., below, if funds are available for new projects, a priority list public meeting shall be held on the second Wednesday in August, or as otherwise noticed in the Florida Administrative Register in advance of the public meeting.

2. If the waiting portion from the previous fiscal year exceeds twice the anticipated available funds, no public meeting shall be held, unless it is necessary to add projects to meet federal requirements. If such a public meeting is held, only those projects necessary to comply with the federal requirements shall be considered. For the purposes of this paragraph, anticipated available funds means federal capitalization grants and state matching funds expected to be received during the state fiscal year, loan repayments minus debt service payments to be received during the state fiscal year, any carry over funds from the previous year, and anticipated interest earnings during the fiscal year.

3. If additional funds are available after the priority list public meeting, one or more priority list management public meetings shall be scheduled to allocate the additional funds.

(d) Readiness-to-proceed deadline. For a project to appear on the priority list, the sponsor shall have postmarked or delivered to the Department all documentation as required in paragraph (b) above and shall have the Department’s acceptance of its planning and

environmental review process for a design or construction loan no later than 45 days before the priority list public meeting at which the project competes for funding. The project sponsor must respond to all Department comments related to the required documentation and must submit these responses at least 15 days prior to the public meeting.

(e) Priority system. Timely submitted projects shall be given priority according to the extent each project is intended to remove, mitigate, or prevent adverse effects on surface or ground water quality and public health. The final priority score for each project shall be determined as described in subparagraphs 1. through 4., below.

1. Base priority score. Each project shall receive a base priority score (BPS) based on the weighted average of its components or facilities. The BPS shall be determined based on the following formula where CPS means the component priority score and CCC means component construction cost or:

$BPS = [CPS1 \times CCC1 + \dots + CPSn \times CCCn] / \text{Total Construction Cost}$	
Project components shall be assigned component priority scores according to the categories in Table 1.	
Table 1	
Project Component	CPS
1. Eliminate a documented acute or chronic public health hazard. Examples include eliminations of failing septic tanks, failing package plants, or sanitary sewer overflows.	500 points
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to Section 403.067, F.S.	450 points
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements, or 3b. Projects or activities by local governmental agencies or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springsheds of first-magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered into a consent order with the project sponsor.	375 points
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation, replacement, or repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5., above.	300 points
8. Ensure compliance with other enforceable standards or requirements.	200 points
9. Timely submitted project that otherwise meets the requirements of the Act, including land or wastewater system acquisition.	100 points

2. Special waters of the state factor. A project base priority score assigned under subparagraph (e)1., above, shall be multiplied by 1.2 if the project is a construction project that will assist in the restoration or protection of Outstanding Florida Waters (pursuant to Section 403.061, F.S.), a water body identified under the National Estuary Program (pursuant to the Act); a federally designated Wild, Scenic or Recreational River Area; or an impaired water body on the State's adopted verified list of impaired waters.

3. Construction projects that result in the elimination of ocean outfalls or are identified in a regional water supply plan developed pursuant to Section 373.709, F.S., shall have 15 bonus points added to the priority score after the adjustment under subparagraph (e)2., above.

4. Economic hardship. The extent of the economic hardship existing in a small community to be served by the project shall be reflected in the priority score. For a sponsor that qualifies as a small community with a financial hardship, points shall be added to the priority score, using the formula 1000 divided by the Affordability Index, after adjustment under subparagraphs (e)2. and (e)3., above.

(f) Priority List Development. The priority list is developed at the public meeting and includes the fundable, waiting, and

planning portions. Projects that meet the requirements of paragraph (b), above, compete for placement on the fundable or waiting portions using a tiered ranking system. Tier 1 includes all projects previously on the fundable portion which require an increase to an existing loan, tier 2 includes new projects that receive a total priority score of 350 points or more, and tier 3 includes all other projects. Tier 1 is the highest priority and tier 3 the lowest. Within each tier, projects are ranked in priority score order with the highest score at the top of the tier. Once the segment cap has been determined, the available funds are assigned to projects in tiers 1 and 2 moving down the list until all projects have been assigned funds, up to the lower of the requested amount or the segment cap, or until the available funds are exhausted. The unfunded balance is then placed on the waiting portion by tier then priority score order. If funds remain available, they are assigned to projects in tier 3 until the funds are exhausted or all projects have been funded. Projects that must be added to meet special provisions of a federal capitalization grant shall be added to the bottom of the fundable portion, bypassing projects that would otherwise be placed on the fundable portion. Projects from tier 3 that do not receive any funding are placed on the planning portion in alphabetical order. To receive funding, projects on the planning portion must compete for funding at a subsequent priority list public meeting.

(2) Allowable project costs. Categories of allowable project costs include the following water pollution control activities subject to such limitations for leveraged loans as are necessary to maintain the tax-exempt status of bonds issued by the FWPCFC:

(a) Land purchased as necessary for construction of water pollution control infrastructure. Funding shall be limited to the appraised value of the fee simple interest of the acreage of land to be purchased. The appraisal report must be less than 12 months old at the time the construction loan application is received. If additional land is acquired that is not necessary for construction, then the eligible funding amount shall be the acreage of necessary land divided by the total acreage purchased times the purchase price;

(b) Construction and related procurement and other arrangements used to implement planned activities (such as a best management practice);

(c) Demolition and removal of existing structures;

(d) Contingency for project cost overruns under subsection 62-503.300(4), F.A.C.;

(e) Technical services after bid opening or award of design/build or construction manager at risk projects, and legal services resulting directly from the requirements of the Department supplied supplementary conditions that are included in the bid documents to comply with federal requirements, or legal services resulting from contractor non-compliance with the construction contract;

(f) Costs associated with interim financing for a sponsor whose project was adopted on the fundable or waiting portion of the priority list, but proceeded without sufficient loan funds from the Department;

(g) The purchase of a domestic wastewater facility and its associated infrastructure, excluding the value of land that is not necessary for operation of the facility. The project sponsor shall demonstrate a substantial benefit to the community and environment to be eligible for funding. Funding of a system acquisition shall be limited to the system's fair market value;

(h) Technical services for soil and hydrogeological tests, geotechnical evaluations, sewer system evaluations, archaeological surveys, land surveys, and any other technical service deemed necessary for the planning, design, and construction of a project and value engineering services performed by a SAVE International Certified Value Specialist. See the SAVE International web site at <http://www.value-eng.org/>;

(i) Costs for project administration, planning, or engineering under a planning or design loan;

(j) Project costs, excluding operational costs, to implement best management practices for agricultural nonpoint source water pollution control;

(k) For sewer system evaluation studies, technical services for generating a sewer system evaluation survey, inflow corrections including replacing clean out caps, installing seals and dishes for manholes, and the televising/cleaning of lines including point repairs as necessary;

(l) For I/I rehabilitation loans, construction and related procurement used to implement the Department approved planned activities for an I/I rehabilitation project;

(m) Preparation and implementation of an asset management plan. To be eligible for reimbursement, the asset management plan must meet the requirements of subsection 62-503.700(7), F.A.C.;

(n) Constructed wetlands to be used for the treatment of domestic wastewater.

(o) Project bidding/procurement costs incurred under a design loan or construction loan; and

(p) The refinancing of unretired debt principal for a qualifying sponsor whose project meets the environmental review and procurement process of these rules, and only if in conjunction with a construction project being funded by SRF; however, a project that is financed with a loan from the Department shall not be refinanced by the Department at a lower interest rate.

(3) Ineligible project costs.

(a) Acquiring all or part of an existing stormwater or water pollution control management system except as allowed in paragraph 62-503.300(2)(g), F.A.C.;

(b) Project facilities or activities not included within the Department approved project scope;

(c) Costs for the use of the projects sponsor's personnel or equipment in the planning, design, or construction of project facilities or implementing of agricultural best management or conservation practices;

(d) Costs incurred after the project closeout has been conducted by the Department to document project completion, final project costs, and adequacy of sponsor's project files;

(e) Project facilities or services for which the planning, design, construction and procurement requirements of Rule 62-503.700, F.A.C., are not met;

(f) Water pollution control systems or components thereof, under a leveraged loan, that service a private use to the extent that the tax status of bonds issued by the FWPCFC is jeopardized;

(g) Acquisition of sewer rights-of-way and easements;

(h) Service connections on private property unless the project qualifies for funding as a result of section 319 of the Act;

(i) Costs incurred before the adoption of the project on the fundable or waiting portion of the priority list;

(j) Any portion of a project funded by an executed agreement from any regional, state, or federal funding agency; and,

(k) Any other cost not listed as allowable under subsection (2), above.

(4) Project contingency.

(a) Project contingency shall not exceed 10% of the estimated sum of the construction costs and costs for allowable land. The contingency shall be adjusted by the Department to 5% after procurement contracts have been executed. There shall be no contingency for land when the costs are known.

(b) The contingency remaining after accounting for contract change orders shall be retained by the Department when project closeout occurs.

(5) Financing rate.

(a) The financing rate shall be calculated as follows except that the minimum financing rate shall be 0.2 percent and the maximum financing rate shall be the market rate:

$$FR = MR - 4 + (4 / (1 + (100 / AI)^3)) - 1 / \text{Log}(P)$$

Where:

FR = financing rate

MR = Market Rate

AI = Affordability Index

P = Population served or to be served by the sponsor

When bond proceeds are available for leveraged loans, the market rate shall be the most recent rate at which bonds were sold by the FWPCFC. When bond proceeds are not available, the market rate for interest shall be established using the Thomson Publishing Corporation's "Bond Buyer" 20-Bond GO Index. The market rate, is established by the Department as of January 1, April 1, July 1, and October 1 of each year and it is the average weekly yield during the three months (3) immediately preceding the date of determination. The average weekly yield is derived from the yields reported in the "Bond Buyer" for the full weeks occurring during the three-month period.

(b) The financing rate shall be fixed for the principal amount of a planning, design, or construction loan including any amendments and for the duration of the loan repayment period. A planning loan may be rolled into a design loan, but the financing rate remains fixed. A design loan cannot be rolled into a construction loan. The financing rate shall be further adjusted by each of the following for which the project qualifies, but the adjustments shall not reduce the financing rate below 0.2 percent:

1. Projects with a Department accepted and implemented asset management plan that meets all requirements in subsection 62-503.700(7), F.A.C., shall be eligible for a reduction in the financing rate if implementation has been verified when the final disbursement request is received or three (3) months prior to the first scheduled repayment, whichever comes first. The financing rate shall be as calculated in paragraph 62-503.300(5)(a), F.A.C., minus 0.1.

2. Projects that qualify as a Green Projects as defined in subsection 62-503.200(22), F.A.C., shall also be eligible for a reduction in the financing rate. For projects that are entirely a Green Projects, the financing rate shall be as calculated in paragraph 62-

503.300(5)(a), F.A.C., minus 0.1. For projects with components that do not qualify as a Green Projects, the financing rate reduction shall be 0.1 times the Green Projects component cost divided by the total as-bid construction cost. For these projects the financing rate reduction shall be applied only after the project has been bid.

3. Projects that include a requirement for American Iron and Steel in accordance with Section 608 of the Act (33 USC §1388) and projects that include a requirement for Davis-Bacon wage rates as required in 29 CFR Part 5, Subpart A (7-1-2019 Edition) shall be eligible for a total reduction in the financing rate of 0.5. The document 29 CFR Part 5, Subpart A is available from the Department's Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3000, or at <http://www.flrules.org/Gateway/reference.asp?No=Ref-14073>, and is hereby adopted and incorporated by reference.

4. Project sponsors that agree to fund a nontraditional project that is eligible under the Act but does not receive a Clean Water State Revolving Fund loan, shall receive a financing rate reduction such that the present worth of the savings is equivalent to the cost of the project, up to a reduction in the financing rate of 0.5.

(c) The financing rate for a non-governmental sponsor of a project that qualifies for funding as a result of section 319 or 320 of the Act shall be fifty (50%) percent of the current market rate.

(6) Debt coverage for non-governmental sponsors. A non-governmental sponsor of a project that qualifies for funding as a result of section 319 or 320 of the Act shall document that it has a current term debt and capital lease coverage ratio of at least 1.15. This ratio shall have, as its numerator, net operations income plus non-operating income plus depreciation plus interest on term debt (multi-year debt) minus payroll and income taxes minus owner withdrawals; and, as its denominator, the sum of scheduled payments on term debt and long-term leases. This information shall be verified by the sponsor through a certified public accountant (CPA).

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1835 FS. History—New 4-17-89, Amended 12-4-91, 2-23-94, Formerly 17-503.300, Amended 1-4-98, 7-1-99, 2-6-02, 7-29-04, 4-22-14, 3-9-22.

62-503.430 Loan Applications and Agreements.

(1) General.

(a) A complete loan application, Form Application 1, State Revolving Fund Loan Program for Point Source Water Pollution Control Loan Application, effective 3-9-22, or Form Application 2, State Revolving Fund Loan Program for Nonpoint Source Water Pollution Control Loan Application, effective 3-9-22, shall be submitted to the Department within 120 days after the project is listed on the fundable portion of the priority list. Both of these forms are hereby adopted and incorporated by reference. The project sponsor may incorporate into the loan application, by reference, any information previously submitted to the Department. These forms are available from the Department's Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3000, or at <http://www.flrules.org/gateway/reference.asp?No=Ref-14074>, and at <http://www.flrules.org/gateway/reference.asp?No=Ref-14075>.

(b) To receive a loan, a project sponsor must submit a complete loan application, provide reasonable assurance that it has the financial capability to complete the project and repay the loan, and enter into a negotiated written agreement. Loan agreements shall be offered to project sponsors for projects listed on the fundable portion in the order of receipt of a complete application irrespective of priority score, project rank, or qualification for the small-community reserve funds.

(c) If a project sponsor does not submit a complete loan application within 120 days, or a loan agreement is not executed within 210 days after a project is added to the fundable portion, the project shall be removed from the priority list at the next scheduled public meeting, unless mitigating circumstances are presented to the Department by the beginning of that meeting that document why the application was not submitted or why the agreement was not executed by the appropriate deadline.

(d) Project sponsors shall provide reasonable financial assurance that project activities will be completed including requirements for service providers and equipment suppliers or manufacturers to provide performance guarantees; and insurance covering workers' compensation, comprehensive general liability, vehicle liability, and property damage to the extent that coverage is available for project activities.

(e) Financial hardship loans shall not be awarded with funds from the FWPCFC.

(f) The Department shall have the primary responsibility for drafting the loan agreement and setting its terms. The loan agreement shall have terms to meet program requirements. Loan agreement covenants may vary for direct and leveraged loans. Projects being funded under (or pursuant to) different sections of the Act or as a result of different sources of pledged revenues may have different loan agreement provisions.

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

(2) Pledged Revenues. The loan recipient shall make deposits of pledged revenues to a restricted or assigned debt service account and shall be responsible for the maintenance of that account.

(a) Pledged revenues for projects sponsored by a local government shall be a minimum of 1.15 times the amount required to make each semiannual loan repayment unless the project sponsor establishes a restricted or assigned reserve account in an amount not less than the equivalent of two semiannual loan repayments. The pledged revenue coverage for the loan from the Department shall not be transferred or derived from coverage required by senior lien debt instruments.

(b) Pledged revenues for projects sponsored by other than a local governmental agency shall be a minimum of 1.15 times the amount required to make each semiannual loan repayment and shall be secured with collateral having an appraised market value not less than 125% of the loan principal. The appraisal report must be less than 12 months old at the time the loan application is received. The loan applicant must own the real property in fee simple without any mortgages, liens or other encumbrances on the title to the property that would limit the Department's ability to sell the property in case of default on the loan.

(3) Legal Affirmation. When a loan agreement executed by a local government project sponsor is submitted to the Department for execution, it shall include an affirmation by the project sponsor's legal counsel that:

- (a) The loan agreement constitutes a valid and legal obligation of the borrower;
- (b) The loan agreement specifies the revenues pledged to the repayment of the loan; and,
- (c) The pledge is valid and enforceable.

(4) Security. The Department shall have no lien on or security interest in or claim on any monies or property except as expressly provided in the loan agreement and, for projects sponsored by other than a local government, the security interest agreement.

(5) Assurance of compliance. The project sponsor shall provide assurance that:

(a) Records will be kept using generally accepted accounting practices. The Department, the Auditor General, and their agents shall have access to all records pertaining to the loan.

(b) Project facilities will be properly operated and maintained and best management practices shall be continued, as appropriate.

(c) Loan funds will not be used for the purpose of lobbying.

(6) Disbursements. Disbursements to the project sponsor shall be for allowable invoiced costs, unless the project sponsor qualifies and is approved for advanced payments in accordance with Section 216.181(16), F.S. Disbursements shall be subject to the following requirements:

(a) Requests for disbursements for construction and engineering services costs shall be accompanied by itemized summaries of the materials, labor, or services to identify the nature of the work performed. The disbursement package shall also include a statement that the construction or other service for which payment or reimbursement is sought has been satisfactorily performed. Plans, specifications, site certifications, and permits for any portion of construction completed under a design/build project that used a best value procurement process must be submitted to the department prior to disbursement of construction funds for that portion of construction completed;

(b) The materials, labor, and services shall be part of the approved project scope; and,

(c) The disbursement shall be due under the terms of the loan agreement, and there shall be money available under the loan agreement for payment.

(7) Repayments. The project sponsor shall begin repaying a loan no later than the date scheduled under the loan agreement. The scheduled date shall be six (6) months after the estimated completion date or, for projects using interim financing to complete the project prior to receiving a SRF loan, six (6) months after the first available interim loan payoff date.

(8) Loan repayment term.

(a) Loan repayment periods for projects sponsored by a local governmental agency shall be limited to twenty (20) years or the useful life of the project, whichever is less. Loan repayment periods shall be extended to a maximum of thirty (30) years as allowed under the Act for projects to benefit a small community with a financial hardship.

(b) Repayment periods for loans sponsored by other than a local governmental agency shall be limited to twenty (20) years or the useful life of the project, whichever is less.

(c) Repayment periods for planning and design loans shall be limited to ten (10) years.

(9) Remedies for defaults. Remedies for delinquent loan repayment and other events of default shall be limited to those set forth

in the loan agreements. Events of default shall include noncompliance with any of the terms of the loan agreement. No delay or omission to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1835 FS. History—New 4-17-89, Amended 12-4-91, 6-21-93, 2-23-94, Formerly 17-503.430, Amended 1-4-98, 7-1-99, 2-6-02, 7-29-04, 4-22-14, 3-9-22.

62-503.500 Funds Reserved for Specific Purposes.

(1) Small community reserve. Fifteen percent of the funds allocated each year by the Department less the amount of any bonds issued or to be issued by the Florida Water Pollution Control Financing Corporation shall be reserved to fund projects that will serve small communities. The Department shall administer the small-community reserve funds as follows:

(a) A project serving a small community shall retain eligibility for funding from the small-community reserve regardless of the population of the project sponsor seeking funding for the project. However, a project shall not be eligible for funding from the small-community reserve if more than half of the population of the community to be served by the project is located within an incorporated jurisdiction that is not a small community.

(b) When the priority list is adopted, any part of the reserved amount not needed for small-community projects shall become available for all projects.

(2) Grant allocation assessment. Grant allocation assessments and earnings that have been released from any lien securing any bonds shall be used solely for making wastewater management project grants to financially disadvantaged small communities under Section 403.1838, F.S.

(3) Green project reserve. If required in the federal capitalization grant, funds shall be reserved for a Green project as defined in subsection 62-503.200(22), F.A.C., if sufficient Green projects are submitted to use the funds.

(4) Funds reserved for principal forgiveness. If required in the federal capitalization grant, funds shall be reserved for providing loan principal forgiveness to projects that qualify for grants under Section 403.1838, F.S. The percentage of the loan principal forgiven shall be determined as described in subsection 62-505.350(5), F.A.C.

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1835 FS. History—New 4-17-89, Amended 12-4-91, 2-23-94, Formerly 17-503.500, Amended 1-4-98, 7-1-99, 2-6-02, 7-29-04, 4-22-14, 3-9-22.

62-503.600 Priority List Information.

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1835 FS. History—New 4-17-89, Amended 12-4-91, 2-23-94, Formerly 17-503.600, Amended 12-26-96, 1-4-98, 7-1-99, 2-6-02, 7-29-04, Repealed 4-22-14.

62-503.700 Planning, Design, Construction, and Procurement Requirements.

(1) General. The requirements of subsections (2) through (6), below, shall be met for all projects.

(a) Federal regulations incorporated by reference shall be read so that the terms “United States,” “federal,” “EPA,” and “officials of EPA” mean “the Department” unless the context clearly indicates otherwise.

(b) Capitalization grant projects shall be subject to the requirements of specific federal cross-cutting authorities identified in the loan application.

(2) Project planning documentation shall include the following:

(a) Sufficient illustrative detail of the local area to identify where the project or activity would be located. Landmarks and other readily identifiable features shall be noted.

(b) A description of the existing and recommended facilities, estimated capital costs, and estimated operation and maintenance costs, if applicable.

(c) The need or justification for the project or activity and the environmental and economic impacts and benefits of the project.

(d) A cost comparison of at least three alternatives, unless it can be demonstrated that fewer alternatives are available, except for projects in paragraph (e), below. The project sponsor shall demonstrate that several cost-effective alternatives were considered for the proposed project.

(e) For projects qualifying for funding as a result of section 319 or 320 of the Act, documentation of conformance with the Act, as incorporated by reference in subsection 62-503.200(1), F.A.C., is required. Acceptable documentation includes at least one of the

following:

1. Best management practices established in Florida statute or rule.
 2. Agricultural practices implemented to carry out a nutrient management plan prepared by the USDA National Resource Conservation Service or a Florida licensed Professional Engineer.
- (f) Resolution of comments received by the Florida State Clearinghouse during its intergovernmental review of the project.
- (g) The public participation process used to explain the project and the financial impacts to the public.
1. When a project is eligible for funding as a result of section 212 of the Act, the public participation process shall include the project sponsor's public meeting held before the project sponsor's acceptance of the planning recommendations. The public meeting shall provide for public participation in the evaluation of project alternatives and shall inform the public of the capital cost of the proposed project and the long term financial impacts on the customers. Notice of the public meeting shall be in accordance with local requirements or 14 days prior to the public meeting, whichever is greater.
 2. When an agricultural practice identified in subparagraphs (e)1. through 2., above, is selected for implementation on the project sponsor's property and it is eligible for funding as a result of section 319 or 320 of the Act, the public participation requirement shall be deemed to have been met as a result of the environmental review process in Rule 62-503.751, F.A.C.
 3. When an agricultural practice identified in subparagraphs (e)1. through 2., above, is selected for implementation on property the project sponsor will acquire, and it is eligible for funding as a result of section 319 or 320 of the Act, the public participation requirement shall be as described in subparagraph (g)1., above.
- (h) Financial feasibility information addressing the following:
1. The sources and amounts of revenues to be dedicated to repaying the loan and the expenses, charges, and liens against or to be paid from such dedicated funds or revenues. The information shall demonstrate the ability to repay the loan with a margin of safety. Examples of a margin of safety are as follows:
 - a. Pledged revenue coverage ratio of at least 1.15 for projects sponsored by a local government agency,
 - b. A current term debt and capital lease coverage ratio of at least 1.15, as explained in subsection 62-503.300(6), F.A.C., for projects sponsored by other than a government agency.
 2. Capital improvements that will be financed from the same funds or revenues dedicated to repaying the loan. For projects qualifying for funding as a result of section 212 of the Act, information must include capital improvements that will be implemented over at least a two-year period commencing with the first semiannual loan repayment.
 3. The proposed system of charges, rates, fees, and other collections that will generate the revenues to be dedicated to loan repayment. The rate structure of the revenue generation system shall be approved at least six months before the first State Revolving Fund loan repayment is due or before the project closeout, whichever occurs first. The rate structure shall be implemented timely to ensure the generation of sufficient revenues dedicated to loan repayment and may be implemented in phases to the extent timely and sufficient revenue generation will be accomplished. The revenue generation system shall be revised, as necessary, to satisfy the pledged revenue requirements of the loan.
- (i) An updated Request for Inclusion to include the schedule, scope, and costs for implementing the recommended facilities or activities and any changes to the census tracts to account for project changes if necessary.
- (j) An adopting resolution or other action establishing a commitment to implement the planning recommendations.
- (k) For a project, or its components, that is to be listed as a Green project, documentation of how the project meets the federal requirements for a Green project shall be provided as outlined in the guidance documents adopted in subsection 62-503.200(22), F.A.C.
- (3) Plans and Specifications. The project sponsor shall submit biddable plans and specifications conforming to the planning documentation described in subsection 62-503.700(2), F.A.C., for projects involving construction. For design/build projects using a best value procurement process, the sponsor shall submit a copy of the request for proposals, and a design criteria package that meets the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S. Final permitted plans and specifications shall be submitted for each component of the project.
- (4) Site Certification. The project sponsor shall certify that all sites necessary for the construction, operation, and maintenance of the project or to otherwise carry out project activities over the useful life of the project are available.
- (5) Permit. The project sponsor shall submit evidence that all required permits have been obtained, or written documentation from the applicable permitting authorities that the project will be permitted, or that a permit is not required.
- (6) Procurement must be in conformance with 40 CFR 31.36, (July 1, 2011), hereby adopted and incorporated by reference.

This document is available from the Department's Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3000, or at <http://www.flrules.org/Gateway/reference.asp?No=Ref-03917>. When procuring property and services under a SRF loan, a project sponsor shall follow the policies and procedures it uses for procurements from its non-SRF funds provided that the procurement conforms to applicable federal, State and local laws and regulations, and the following requirements. The procurement of professional services for planning, design, and construction shall meet CCNA requirements and shall not exceed the monetary limits of a continuing contract.

(a) All procurement transactions shall be conducted in a manner providing full and open competition. The use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals is prohibited. For small purchases that cost \$35,000.00 or less, a price or rate quotations shall be obtained from a minimum of two qualified sources.

(b) Construction contractors shall be selected according to a recognized procurement method such as formal advertised competitive bidding, competitive best value or competitive qualifications based proposals, or noncompetitive proposals. Delivery methods shall be design/bid/build, design/build or construction manager at risk.

(c) Requirements for the formal advertised competitive bidding method of procurement shall be as follows:

1. All solicitations shall incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured.

a. Such description shall not contain features that unduly restrict competition.

b. The description shall include a statement of the qualitative nature of the materials, products or services to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which they must conform to satisfy their intended use.

c. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by bidders shall be clearly stated.

d. All requirements that the bidders must fulfill and all other factors to be used in evaluating bids or proposals shall be identified.

2. Project sponsors shall ensure that all prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.

3. The invitation for bids shall be publicly advertised and bids shall be solicited from an adequate number of known suppliers to assure open competition, providing them sufficient time prior to the date set for opening the bids. It is recommended that the invitation to bid be advertised in an electronic plan room.

4. The invitation for bids, which shall include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond.

5. All bids shall be publicly opened at the time and place prescribed in the invitation for bids, and a firm-fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid conforms to all the material terms and conditions of the invitation for bids.

6. Any or all bids may be rejected if there is a sound, documented reason.

7. Project changes after advertising for bids or other project proposals and before bid or proposal opening shall be made by addendum. Changes to executed contracts involving construction shall be made by change order. The project sponsor shall submit all addenda and change orders to the Department. The Department shall perform an eligibility determination for each change order.

(d) Competitive proposals shall be solicited from an adequate number of qualified sources to ensure open competition. The loan recipients shall have a method for conducting technical evaluations of the proposals received and for selecting awardees.

1. For the competitive best value selection method of procurement, awards shall be made to the responsible firm whose proposal is most advantageous to the loan recipient, with price and other factors considered.

2. For the competitive qualifications based selection method of procurement, statements of qualifications shall be solicited from an adequate number of sources. Statements of qualifications received from at least three responsible firms shall be considered adequate unless it is determined by the loan recipient that it is in its best interest to proceed with the procurement having received less than three proposals. Statements of qualifications shall be evaluated based on the request for qualifications. Awards shall be made to the responsive and responsible firm whose statement of qualifications is deemed to be most advantageous by the loan recipient.

(e) Requirements for the noncompetitive proposals method of procurement shall be as follows:

1. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

2. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals, and one of the following circumstances applies:

- a. The item is available only from a single source,
- b. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation, or
- c. After solicitation of a number of sources, competition is determined inadequate.

3. A cost analysis verifying the proposed cost data and an evaluation of the specific elements of costs and profits, is required.

4. Loan recipients shall submit the proposed procurement to the Department for pre-award review.

(f) Design/build and construction manager at risk (CMR) procurement shall meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.:

1. Competitive best value or competitive qualifications based selection shall be used as the selection process for design/build procurement.

a. Requests for competitive best value or competitive qualifications-based selection shall be submitted to the Department prior to advertising for a determination of compliance with loan program requirements.

b. The proposal solicitation shall describe the work eligible for a loan, the requirements with which the successful respondent shall comply, and the evaluation process to be used in selecting the successful respondent.

c. Advertising shall include announcement in a publication having general circulation on a statewide basis, in a construction trade journal, in a professional journal, or in an electronic plan room. It is recommended that the announcement be advertised in an electronic plan room.

d. The time allowed for development of proposals shall commensurate with the complexity and extent of the work and with the extent of the conceptual documents provided with the request for proposals.

e. The project sponsor shall demonstrate that the competition solicited is sufficient for the complexity and extent of the work.

f. The design/build team will be identified as part of awarding the contract. If the construction contractor is not identified as part of the award, procurement shall follow steps to ensure a competitive process as described in paragraphs 62-503.700(6)(a) through 62-503.700(6)(d), F.A.C.

2. Competitive qualifications-based selection shall be used in the selection process for CMR procurement. The request for qualifications shall describe the work eligible for a loan, the requirements with which the successful respondent shall comply, and the evaluation process to be used in selecting the successful respondent.

a. Advertising shall include announcement in a publication having general circulation on a statewide basis, in a construction trade journal, in a professional journal, or in an electronic plan room. It is recommended that the announcement be advertised in an electronic plan room.

b. The time allowed for development of qualifications shall be commensurate with the complexity and extent of the work and with the extent of the conceptual documents provided with the request for qualifications.

c. The project sponsor shall demonstrate that the competition solicited is sufficient for the complexity and extent of the work.

d. Requests for qualifications shall be submitted to the Department prior to advertising for a determination of compliance with loan program requirements.

e. Work performed directly by the CMR shall be limited to no more than 50% of the guaranteed maximum price unless a higher percentage is requested and approved by the Department. For any construction work that will be performed by the CMR, bids or request for proposals shall be submitted to and reviewed by the sponsor or any other neutral party as determined by the sponsor to avoid a conflict of interest.

(g) Loan recipients shall maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(h) Loan recipients shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the loan recipient shall participate in selection, or in the award or administration of a contract supported by SRF funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his immediate family, his or her partner, or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The loan recipient's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value

from contractors, potential contractors, or parties to subagreements. Loan recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the loan recipient's officers, employees, or agents, or by contractors or their agents.

(i) Loan recipients are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. Loan recipients are also encouraged to complete water efficiency and energy audits to minimize operational costs.

(j) Loan recipients shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(k) Loan recipients shall maintain records sufficient to detail the significant history of a procurement. These records shall include the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(l) Loan recipients shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

(m) Retention of all required records for five (5) years after loan recipients or subloan recipients make final payments and all other pending matters are closed.

(n) For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the Department shall accept the bonding policy and requirements of the loan recipient when the Department has made a determination that the Department's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(o) A loan recipient's contracts shall contain provisions for:

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms,

2. Such sanctions and penalties as may be appropriate; and,

3. Termination for cause and for convenience by the loan recipient including the manner by which it shall be effected and the basis for settlement.

4. Access by the loan recipient, the Department, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. Incorporating the Department's Supplementary Conditions into its bid, request for proposals, or request for qualifications documents. These Supplementary Conditions include, but are not limited to, the following provisions:

- a. Equal Employment Opportunity compliance,

- b. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, and Executive Order 11738; and,

- c. Contracting with small and minority firms, women's business enterprise, and labor surplus area firms (if applicable).

(7) Asset Management Plans. Loan recipients are encouraged to implement an asset management plan to promote long term sustainability of the system. To be accepted for the financing rate adjustment and to be eligible for reimbursement, an asset management plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan and it shall be implemented timely. The plan must include each of the following:

- (a) Identification of all assets within the project sponsor's system;

- (b) An evaluation of the current age, condition, and anticipated useful life of each asset;
- (c) The current value of the assets;
- (d) The cost to operate and maintain all assets;
- (e) A capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life;
- (f) An analysis of funding needs;
- (g) An analysis of population growth and wastewater or stormwater flow projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; and industrial pretreatment fees and parameters;
- (h) The establishment of an adequate funding rate structure;
- (i) A threshold rate set to ensure the proper operation of the utility, if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and,
- (j) A plan to preserve the assets; renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.
- (k) A plan to evaluate and implement water and energy conservation efforts that meet the requirements set forth in Section 602 of the Act (33 USC §1382).
- (8) Fiscal Sustainability Plan. Loan recipients are required to develop and implement a fiscal sustainability plan to promote long term sustainability for treatment works proposed for repair, replacement, or expansion in accordance with Section 603 of the Act (33 USC §1383). Implementation of an asset management plan as outlined above would meet the requirements of a fiscal sustainability plan. The fiscal sustainability plan must be received and approved by the Department, and written procedures must be in place to implement the plan prior to the Department's approval of the final disbursement request. The plan must include each of the following:
 - (a) An inventory of critical assets that are part of the treatment works;
 - (b) An evaluation of the condition and performance of the inventoried assets or asset groupings;
 - (c) A certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
 - (d) A plan for maintaining, repairing, and as necessary, replacing the treatment works and plan for funding such activities.

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1835 FS. History—New 4-17-89, Amended 8-1-90, 12-4-91, 6-21-93, 2-23-94, Formerly 17-503.700, Amended 1-4-98, 7-1-99, 2-6-02, 7-29-04, 4-22-14, 3-9-22.

62-503.751 Environmental Review.

(1) General.

(a) The Department shall perform an environmental review for each project to be funded. The environmental review shall evaluate the environmental significance of a proposed project and whether the planning of the project meets the requirements of this chapter. The results of the Department's environmental review for each project shall be issued as an environmental information document which shall be valid for five (5) years from the date of issue, after such time, the document is no longer valid unless a Florida Reaffirmation Notice, pursuant to subsection 62-503.751(5), F.A.C. is written by the Department. The different environmental information documents are described in subsections (2) through (5), below. A notice of availability of an environmental information document shall be published in the Florida Administrative Register to announce the results of the Department's environmental review. The notice of availability shall include instructions about the procedures for accessing the project information and the Department's findings. The Department shall provide a thirty (30) day period, commencing as of the date of the notice of availability, for public comment about the environmental impacts of proposed projects. Written comments from the public shall be considered by the Department before approving a project for funding if postmarked or delivered within the thirty (30) day comment period to the Department.

(b) Review procedures, identical to those described in this subsection, shall be used when the Department amends an environmental information document to announce project changes that have potentially significant environmental impacts.

(2) Florida Categorical Exclusion Notice (FCEN). A FCEN shall be used for certain projects that are not expected to generate controversy over potential environmental effects. A FCEN shall not be used when there are documented environmental objections to a project before the local governmental agency adopted the planning recommendations provided that such objections have a basis in

statute, regulation, or ordinance.

(a) In issuing a FCEN, the Department shall:

1. Briefly describe the project, the justification for the categorical exclusion, and the proposed loan funding.
2. Conclude the environmental review only after the 30-day public comment period, under subsection (1), above, has expired

and:

- a. No information is received about adverse environmental impacts,
- b. Information is received about adverse environmental impacts and the objections either are without a basis in statute, regulation, or ordinance or the objections are resolved, or
- c. Information is received about adverse environmental impacts, the FCEN is rescinded, and an environmental review is undertaken according to subsection (3) or (4), below.

(b) Projects for which a categorical exclusion will be used are:

1. Rehabilitation of existing water pollution control system components or replacement of structures, materials or equipment,
2. Water pollution control systems that do not change the existing discharge point or permitted pollutant concentration limits and that do not involve acquisition of undisturbed land,
3. Water pollution control systems that serve less than 10,000 people in unsewered communities that involve self-contained individual or cluster systems providing both treatment and disposal of wastewater that will take place near the buildings from which the wastewater is to be discharged,
4. Water pollution control systems in areas where streets have been established, underground utilities installed, or building sites excavated; and,
5. Treatment plant upgrades that are solely to enable public access reuse.

(3) Florida Finding of No Significant Impact (FFONSI). The Department shall issue a FFONSI when a project sponsor proposes a project not categorically excluded from a detailed environmental review and not requiring a Florida Environmental Impact Statement. In issuing a FFONSI, the Department shall:

(a) Record the basis for the decision to provide financial assistance for the project, addressing:

1. The environmental consequences of the project,
2. The purpose and the need for the project,
3. The alternatives, including no action, and the cost considerations for the project,
4. Any environmental enhancement measures to be implemented,
5. The public participation process,
6. The results, if available, of the State Clearinghouse Review; and,
7. Compliance with relevant rules of the Department.

(b) Consider public comments about environmental impacts of a project if the comments are received within 30 days after the date of posting of the notice of availability.

(c) Conclude the environmental review for the project only after the 30-day comment period has expired; and,

1. No information is received about previously unconsidered adverse environmental impacts,
2. Information is received about previously unconsidered adverse environmental impacts and one of the following occurs:
 - a. The objections are either without a basis in statute, regulation, or ordinance or the objections are resolved,
 - b. A re-evaluation of the project is made as a result of the comments and the Department confirms the original decision or requires environmental enhancement measures before implementing the project, or
- c. The FFONSI is rescinded.

(4) Florida Environmental Impact Statement (FEIS). A FEIS and a Florida Record of Decision (FROD), as required in 40 CFR Part 35 Subparts K & L, shall be used for a project for which there is an adverse direct or indirect impact on land use and population patterns, the quality of the environment, cultural or environmental resource areas, or the habitats of endangered or threatened species. A FEIS and FROD also shall be used when there is public objection over the environmental impacts of a project provided that the objections to the project have a basis in statute, regulation, or ordinance. A FEIS shall be prepared by the Department or, at the direction of the Department and in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, F.S., by others with no conflicting interest in the outcome. In completing the environmental review, the Department shall:

(a) Issue a notice of intent to prepare a FEIS for the project;

(b) Develop a plan of study and convene a meeting of government, including EPA, and other interested parties to determine the

scope of the FEIS;

- (c) Identify and evaluate project alternatives;
- (d) Provide for public participation and review by federal and state environmental regulatory agencies;
- (e) Ensure that adverse impacts of the project are minimized or eliminated;
- (f) Document the findings of the environmental review using both the FROD and FEIS;
- (g) Announce the funding eligibilities using a FROD and consider public comments about environmental impacts if received during the thirty (30) day period beginning on the date of posting of the notice of availability in the Florida Administrative Register; and,

(h) Conclude the environmental review only after a 30-day public comment period has expired without receipt of comments about adverse environmental impacts or if, after receipt of such comments, the Department takes action to:

- 1. Confirm the original decision,
- 2. Require additional analysis and environmental enhancement as a condition of confirmation of the original decision, or
- 3. Rescind the original decision.

(5) Florida Reaffirmation Notice (FRAN). A FRAN shall be used to establish the Department's continuing intention to make funds available for unimplemented projects, the planning for which was previously documented as accepted by the Department in a FCEN, FFONSI, FROD, or analogous documents issued by EPA, or amendments to any of the foregoing that are no longer valid after five (5) years have elapsed since issuance. In issuing a FRAN, the Department shall:

- (a) State the findings being reaffirmed.
- (b) Consider public comments about changed conditions altering the environmental impacts since the previous FCEN, FFONSI, FROD, or analogous documents issued by EPA, or amendments to any of the foregoing. Comments shall be considered if received during the thirty (30) day period beginning on the date of posting of the notice of availability of the FRAN in the Florida Administrative Register.

(c) Conclude the environmental review only after the public comment period has expired; and,

- 1. No information is received about changed conditions resulting in adverse environmental impacts,
- 2. Information is received about changed conditions resulting in adverse environmental impacts and one of the following occurs:

- a. The objections are resolved,
- b. A re-evaluation of the project is made as a result of the comments and the Department confirms the original decision or requires environmental enhancement measures before implementing the project, or
- c. The FRAN is rescinded.

(6) State Clearinghouse. Project planning documentation shall be submitted to the State Clearinghouse for review in accordance with Section 403.061(42), F.S. All comments resulting from this review shall be addressed by the Department prior to its approval of the planning documentation. Projects that meet FCEN criteria, as given in paragraph 62-503.751(2)(b), F.A.C. above, shall be exempt from a planning document review by the State Clearinghouse.

(7) Project Revision Memoranda (PRM). For a project that requires modifications to the selected alternative that do not alter its environmental effects, a PRM shall be written by the Department to document the changes.

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1835 FS. History—New 7-29-04, Amended 4-22-14, 3-9-22.

62-503.800 Audits Required.

(1) Federal or State Audit Required.

(a) In the event that the project sponsor expends more than the federal audit threshold in federal awards in its fiscal year, the project sponsor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, Appendix XI Compliance Supplement, June 2019, hereby adopted and incorporated by reference. This document is available from the Department's Clean Water State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida 32399-3000 or electronic versions are available at http://www.whitehouse.gov/wp-content/uploads/2019/07/2-CFR_Part-200_Appendix-XI_Compliance-Supplement_2019_FINAL_07.01.19.pdf or at <http://www.flrules.org/Gateway/reference.asp?No=Ref-14076>.

(b) 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, imposes audit requirements

on the project sponsor and sub-recipients based on designated thresholds for expenditures. Each agreement entered into pursuant to this rule chapter shall include the audit requirements applicable to the project at the time the agreement is executed.

(2) Pursuant to Section 215.97, F.S., the State is authorized to conduct an audit within five (5) years following project closeout if loan compliance problems have been noted; record keeping deficiencies are noted during close-out; the project involves unusual or questioned costs; or other justification for conducting the audit becomes apparent.

(a) The Department shall give the project sponsor advance notice of any audit.

(b) The Department shall prepare a written report on each audit and shall provide a copy of the report to the project sponsor. The project sponsor must respond, in writing, to the findings and recommendations within 30 days after receipt of a written request from the Department.

Rulemaking Authority 403.1835(10), 403.1837(9) FS. Law Implemented 403.1835, 215.97 FS. History—New 4-17-89, Amended 12-4-91, 2-23-94, Formerly 17-503.800, Amended 1-4-98, 2-6-02, 7-29-04, 4-22-14, 3-9-22.

62-503.850 Exceptions to Program Requirements.

(1) The Department shall consider a request for an exception to the requirements of this chapter if the exception does not conflict with state or federal law or federal regulations.

(2) A request for exceptions must contain the following information:

(a) The name of the project sponsor; project number; award date, application date, and the assistance amount involved.

(b) The specific rule to which an exception is requested.

(c) A complete description of what the exception would accomplish and justification for the exception.

(d) A statement of whether the same or a similar exception previously has been sought; and, if so, an explanation of the reason for that request and the outcome.

(e) A demonstration that compliance with the specified rules is unnecessary for abatement of pollution and protection of public health.

(f) A demonstration that the economic, social, and environmental costs of compliance exceed the economic, social, and environmental benefits of compliance.

Rulemaking Authority 403.1835(10) FS. Law Implemented 403.1835 FS. History—New 4-17-89, Formerly 17-503.850, Amended 7-29-04, 4-22-14.



APPENDIX H – CONTRACT DOCUMENTS

To be provided at later date as an Addendum.