




TO : Nicholas C. Mimms, P.E., City Manager

FROM : James M. Messer, City Attorney 

RE : Veterans Memorial Park Stormwater Improvements FDEP Agreement No.
S0696 – Amendment No. 2

DATE : September 23, 2016

Attached are five (5) originals of the FDEP's Amendment No. 2 for Agreement No. S0696 for Veterans Memorial Park Stormwater Improvements. The documentation has been Approved as to Form and Correctness.

This issue was assigned to Assistant City Attorney, Caroline Valentin. If you have any comments or inquiries concerning this matter, please feel free to contact her at (772) 467-3042.

Attachments (5)

C: Jack R. Andrews, P.E., City Engineer



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT
Florida



TO : Nicholas Mimms, P.E., City Manager
FROM : *JRA* John R. Andrews, P.E., City Engineer *JST*
RE : **Veterans Memorial Park Stormwater Improvements
FDEP Agreement No. S0696 – Amendment No. 2**
DATE : September 16, 2016

Please find attached five (5) copies of FDEP's Amendment No. 2 for TMDL Grant Agreement No. S0696. This agreement extends the grant's ending time and also transfers funding in the amount of \$80,000.00 to the grant's construction phase.

Please forward the five (5) copies to the City Attorney for review and approval to Form and Correctness.

JRA/tst

OK
[Signature]
9/16/16

RECEIVED
TIME _____
SEP 16 2016
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

DEP AGREEMENT NO. S0696
AMENDMENT NO. 2

THIS AGREEMENT as entered into on April 29, 2014, amended on December 18, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "should match the Department") and the CITY OF FORT PIERCE (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, due to changes in the project budget and delays in the bidding process, the Grantee has requested an extension and a reallocation of funds between tasks in the Grant Work Plan; and,

WHEREAS, the Department has agreed to this extension and revisions to the project budget; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- Paragraph 2 is hereby revised to change the expiration date of the Agreement to October 27, 2018.

-- Paragraph 9 is hereby deleted in its entirety and replaced with the following:

9. A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

-- The following is hereby added to the Agreement as Paragraph 28:

28. Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

-- The following is hereby added to the Agreement as Paragraph 29:

29. This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

-- Attachment A-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-2, Revised Grant Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A-1 shall hereinafter refer to **Attachment A-2, Revised Grant Work Plan**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

CITY OF FORT PIERCE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
*Title:

By: _____
Secretary or Designee

Date: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

BY:  _____
City Attorney

Taufiqul Aziz, DEP Grant Manager

DEP QC Reviewer

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-2	Revised Grant Work Plan (7 Pages)

**ATTACHMENT A-2
REVISED GRANT WORK PLAN**

PROJECT NAME: Fort Pierce Phase I Veterans' Memorial Park Stormwater Improvements

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: City of Fort Pierce, St. Lucie County – Refer to Exhibit 1

Impacted Watershed Name: Indian River Lagoon

Size of Project Impact: 8 Acres – Refer to Exhibit 2

Size of Area Being Treated: 44.1 Acres – Refer to Exhibit 1

Latitude: 27.7553

Longitude: 80.3206

PROJECT DESCRIPTION: The project will treat stormwater run-off from a 44.1 acre drainage basin. Run-off from this drainage basin currently discharges untreated into the Indian River Lagoon, refer to Exhibit 1.

The project will initially pretreat stormwater runoff via pervious pavers within the parking, sidewalks, and the pedestrian plaza area. Any excess run-off will be collected into two bio-swales, funded by a 319 grant, (U.S. Environmental Protection Agency, Grant Agreement No. C9-99451514-0), the Project Phase II, which will then discharge into a 0.50 acre lake complete with aeration fountains. In addition to the 8.0 acre park treatment, the project will also re-direct the discharge from the remaining 36.1 acre drainage basin into two additional bio-swales that in turn drain into the lake prior to being re-routed to the existing stormwater outfalls that discharge to the Indian River Lagoon. This is achieved by utilizing three (3) control structures, one is funded by separate funding source, refer to Exhibit 2.

Water quality monitoring will be conducted during and after construction. The Project will include public education aspects with the use of an educational kiosk at the Park and informational pamphlets inside the River Walk Center building located on site at the Park. The Grantee will provide a large display board of the Project near the entrance to the City Commission chambers and also on the Park property so as to permit the general public viewing rights of the Project along with applicable funding amounts and funding entities. The Project will be featured in the Grantee's newsletter and have write-ups in the local paper.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

The Grantee will complete the engineering design plans and permits for all Best Management Practices (BMP), including wet pond, and pervious pavers.

Deliverables: A complete set of design and construction drawings and any required permit for the Project.

Performance Standard: The Department's Grant Manager will review the design plans, construction drawings, and permits for their completeness and to ensure compliance with state and federal laws specific to this Agreement.

Task 2: Bidding

Prepare, send, receive, evaluate and award construction bid.

Deliverables: Copy of the bid tabulation and copy of the Notice of Award for construction to the selected contractor.

Performance Standard: The Department's Grant Manager will review the bid package to ensure compliance with state and federal laws specific to this Agreement.

Task 3: BMP Implementation/Construction

The Grantee will construct stormwater treatment train facilities which will include approximately 10,400 square feet (SF) of pervious sidewalk and parking, approximately 100 feet of hand rail, an approximately half acre detention pond with aeration fountains, two (2) control structures, associated culvert, storm pipe and inlets, and associated landscaping and irrigation in accordance with the final design(s) and required permits.

Deliverables: Stormwater treatment train facilities constructed as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Quality Assurance Project Plan (QAPP)

The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 4a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed, prior to Final QAPP submittal.

Deliverable 4b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been considered and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with match documentation submittal.

Task 5: Monitoring

The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4).

Deliverable: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the final laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Task 6: Public Education

Complete an on-site kiosk with display of the stormwater project, attendance of at least one City Friday Fest to show project progress and educate the public, display at the entrance to the City Commission Chambers, and provide articles in the City's website and/or local newspaper.

Deliverables: Photos, meeting notes, sign-in sheets, copies of articles.

Performance Standard: The Department's Grant Manager will review the photographs of kiosk, meeting notes and copies of articles to ensure they meet the objectives of the task description.

Task 7: Final Project Report

The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s], etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 7a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for consideration in the Final Report.

Deliverable 7b: An electronic copy of the Final Report, with all suggested changes considered, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with match submittal for this task.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No./ Deliverable	Task / Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date
1	Design and Permitting	4/29/2014	8/31/2015	8/31/2015
2	Bidding	9/1/2015	12/1/2015	12/1/2015
3	BMP Implementation / Construction	12/1/2015	1/1/2017	1/1/2017
4	QAPP	9/1/2016	1/1/2017	
4a	Draft QAPP			10/1/2016
4b	Final QAPP			1/1/2017
5	BMP Effectiveness Monitoring	3/28/2017	3/28/2018	3/28/2018
6	Public Education	8/1/2015	3/1/2017	3/1/2017
7	Final Report	4/1/2018	6/28/2018	
7a	Draft Final Project Report			5/1/2018
7b	Final Project Report			6/28/2018

BUDGET DETAIL BY TASK:

Task No.	Category	Grant Funding	Match Funding
1	Contractual	\$0	\$80,100
	TOTAL FOR TASK	\$0	\$80,100
2	Contractual	\$0	\$5,000
	TOTAL FOR TASK	\$0	\$5,000
3	Contractual	\$462,000	\$451,400
	TOTAL FOR TASK	\$462,000	\$451,400
4	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
5	Contractual	\$0	\$5,000
	TOTAL FOR TASK	\$0	\$5,000
6	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
7	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
Total:		\$462,000	\$541,500
Total Project Cost:		\$1,003,500	
Percentage Match:		46.0%	54.0%

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

Category Totals	Grant Funding	Match Funding
Contractual Total	\$462,000.00	\$541,500.00
Total:	\$462,000.00	\$541,500.00
Total Project Cost:	\$1,003,500.00	
Percentage Match:	46.0%	54.0%

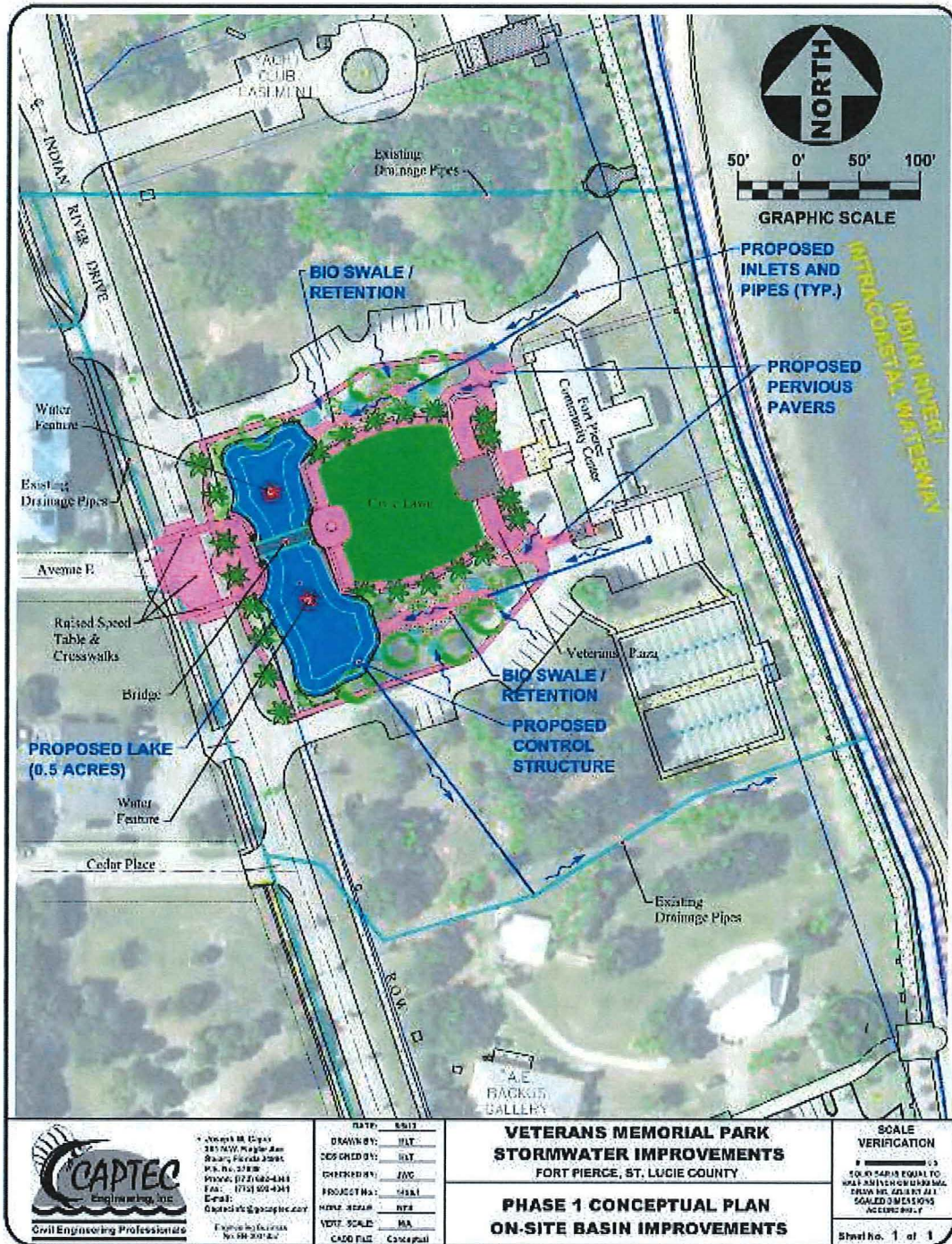
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT 1

Drainage Basin/Treatment Area Map (Includes drainage sub-basins)



EXHIBIT 2



Note: Bio Swales/Retention are not part of this project, but are being constructed under a separate contract.