



Budget Amendment Form

Department	ARPA		2/13/2024
Fund(s) to be changed: ARPA Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
317.61.572.6120	Land Improvements - Galleon Street Remediation Project #AR24-01	\$ 112,840.00	
317.20.525.6307	Stormwater Improvements - SW24-03		\$ 112,840.00
		\$ 112,840.00	\$ 112,840.00

Description:

In the ARPA Fund reallocate \$112,840 from the TIES Stormwater Project# SW24-03 (317.20.525.6307) for the remediation of the Galleon Street property (Project#AR#24-01).

RESOLUTION NO. 2024-015

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES RELATED TO PERMITTING, REMEDIATION, AND DEMOLITION FOR THE 1841-1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$112,840.00; APPROVING AN AMERICAN RESCUE PLAN ACT ADDENDUM TO THE CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services; and

WHEREAS, pursuant to the RFQ, the Village Commission selected Kimley-Horn and Associates, Inc. (the "Consultant") as one of the consultants to provide the continuing professional engineering services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, the Village is in the process of redeveloping Village-owned property located 1841-1851 Galleon Street; and

WHEREAS, as further set forth in the staff memorandum accompanying this Resolution, the Village is in need of the Consultant's environmental services related to permitting, remediation, and demolition (the "Services") for the Project; and

WHEREAS, Consultant has provided a proposal to perform the Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the Project in an amount not to exceed \$105,340.00, consistent with the Agreement previously entered into between the Village and Consultant; and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, in order to utilize ARPA funding to fund part of the Project, the Village desires to enter into an ARPA Addendum (the “Addendum”) to the Agreement in substantially the form attached hereto as Exhibit “B” in order to incorporate federally required contract provisions relating to ARPA; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the “Budget”); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order to Consultant attached hereto as Exhibit “A” in an amount not to exceed \$105,340.00, consistent with the Agreement previously executed.

Section 3. Approval and Authorization of Addendum. That the Village Commission hereby approves the Addendum with the Consultant and authorizes the Village Manager to execute the Addendum in substantially the form attached hereto as Exhibit “B,” subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit “C” attached hereto and incorporated herein.

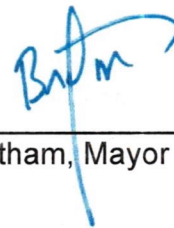
Section 5. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

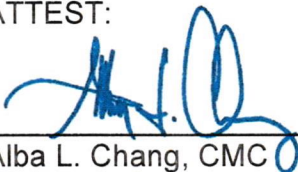
Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 13th day of February, 2024.



Brent Latham, Mayor

ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

WORK ORDER No. 01

Dated this 8th day of February, 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

1841 Galleon Street Redevelopment Project

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Kimley-Horn and Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract.

PROJECT DESCRIPTION

North Bay Village is looking to redevelop the parcel located at 1841 Galleon Street. Historically, the Client completed a Phase II ESA, prepared by Properties Environmental Assessment & Remediation, Inc. (PEAR) on January 15, 2024. Results of the Phase II identified petroleum contaminated soils and groundwater associated with an underground storage tank (UST) system utilized for equipment and fleet vehicle refueling. Reportedly, the UST was removed, but contaminated soils have remained, and may be contributing to groundwater contamination. In addition, the Client will be demolishing the Police Department building and associated vehicle ramp and is looking for assistance with collecting demolition bids and permitting through Miami-Dade County Department of Environmental Resources Management (DERM). The existing pump station is already under contract to be demolished and replaced with a new submersible pump station. The Village has requested assistance with both portions of the project.

GENERAL REQUIREMENTS

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order.

Project Schedule

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The CONSULTANT shall submit updated project schedules as required in the specific scope of services. A projected schedule of events is attached.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. No permitting services are included in this scope of work.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT are as follows:

Task 1 – Geophysical Evaluation

Kimley-Horn will contract with a licensed geophysical engineering firm to conduct a geophysical survey consisting of a ground penetrating radar (GPR) and conventional electromagnetic (EM) pipe and cable locators to evaluate the potential for underground utilities and other potential USTs in the area, as depicted in historical documents provided by PEAR. The GPR survey will be conducted using either a Mala and/or a GSSI GPR system. The appropriate GPR antenna configuration and time range and processing parameters will be determined in the field by the project manager.

The EM survey will be performed using a Subsite 95R and/or a Radiodetection RD (8000, 8100 or 8200) system. As appropriate, the EM survey will be conducted using both passive and active modes. The passive mode is used to find cables and conduits carrying live power (50-60 Hz) and communication (29-33Hz) signals. For the active mode survey, a current is transmitted directly or broadcast into using electromagnetic induction a metal pipe or conduit and the path of the pipe/conduit is identified by following the signal with a portable receiver. The active mode is used to trace out cast iron pipes, metal water and sewer lines, utilities that have trace wires, and inactive power and communication lines. Upon completion of sampling activities, the boreholes backfilled with drill cuttings and completed at the surface with a concrete patch to match existing conditions.

Kimley-Horn will use the information provided by the geophysical evaluation to determine the placement of soil borings. A copy of the geophysical report will be included in the report prepared to evaluate contamination in the area.

Task 2 – Limited Contamination Assessment

PEAR identified soil and groundwater contamination in the area of the former UST systems, located in the eastern portion of the site. Concentrations of petroleum products appear to indicate that additional soil and groundwater impacts may exist.

Task 2.1 Soil Sampling

Kimley-Horn will contract with a licensed driller to install up to eighteen (18) soil borings (see attached figure) around the UST system components. The soil borings will be installed using a GeoProbe® equipped with direct push technology (DPT rig) to the depth of groundwater, anticipated at approximately 5-6 feet bls, based on PEAR data. Soil samples for laboratory analysis will be collected from the following depth intervals: land surface to 0.5 ft. and 0.5 feet to 2 feet, and until the water table is intercepted. Soil for laboratory analysis will be collected into laboratory supplied container, placed on ice, and shipped to a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC). Based on previous findings and regulatory requirements, samples will be analyzed for the following parameters:

- Volatile Organic Compounds (VOCs) by EPA Method 8260
- Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270
- Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method
- RCRA 4 metals by EPA Method 6010

Field observations will be recording in soil boring logs, to be included in our report.

Task 2.2 Groundwater Sampling

Kimley-Horn will subcontract a licensed driller to install six (6) temporary groundwater monitoring wells (see attached figure). Each well will be installed with a Geo-Probe® equipped with hollow stem augers (HSAs) and constructed of 1-inch diameter PVC to a depth of 12-15 feet below land surface. Each well will consist of 10 feet of 0.010-inch slotted screen interval, with a sand filter pack to above the screen and grout to the surface. Upon completion of well installation, the well will be developed until relatively clear and allowed to equilibrate prior to sampling.

Each well will be purged and sampled according to Rule 62-160, F.A.C. and the FDEP SOPs (FS2200). Throughout the purging process, field parameters, including temperature, pH, specific conductivity, dissolved oxygen (DO), and turbidity will be measured and recorded on Groundwater Sampling Logs (Form FD 9000-24). Groundwater samples will be analyzed for the following parameters:

- Volatile Organic Compounds (VOCs) by EPA Method 8260
- Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270
- Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method
- RCRA 4 metals by EPA Method 6010

All laboratory analyses will be completed by a state-certified analytical laboratory.

Upon completion of sampling activities, the wells will be removed, and the boreholes backfilled with drill cuttings and completed at the surface with an asphalt/concrete patch to match existing conditions.

Task 2.3 Reporting

Kimley-Horn will prepare a Limited Contamination Assessment Report outlining all sampling activities, including providing tables and site maps that illustrate the analytical results.

Task 3 – Asbestos Containing Materials/Hazardous Building Materials Survey

The following proposed scope of work has been prepared to partially meet the requirements listed in North Bay Village’s *Demolition Permit Procedure and Requirements*.

The Client plans to demolish the Police Department building located on the site. Kimley-Horn will subcontract a licensed asbestos firm to conduct a National Emissions Standard for Hazardous Air Pollutants (NESHAP) asbestos demolition survey for the existing Records Facility building at the site that will be razed prior to construction of the new Data Center building. The survey will be conducted by a team of U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited inspectors. The inspectors will list materials found that are suspected of containing asbestos and give a detailed description of their location. Any suspect materials found to be significantly damaged as defined by EPA will also be noted. Samples will be collected according to EPA guidelines, which dictate the number and location of samples to be collected. Inspector will attempt to sample damaged areas and areas that are least visible. The following is a listing of the typical materials that may be sampled during the survey:

Surfacing	Thermal System Insulation (TSI)	Miscellaneous
Fireproofing	Pipe Insulation	Ceiling Tiles
Acoustical Plaster	Boiler/tank Insulation	Acoustic Tiles
Hardwall Plaster	Breeching Insulation	Blown-in Insulation
	Ductwork Insulation	Floor Tile/Mastic
		Vinyl Sheeting
		Gypsum Wallboard

Roofing materials will be sampled from all structures as a part of this project.

Lead-Based Paint (LBP) Survey

In addition, testing for lead based paint will be conducted to assess the potential presence of LBP hazards that may exist on the interior and exterior surfaces of the existing Records Facility building at the site that will be razed prior to construction of the new Data Center building. One paint chip sample from each of the different interior building component observed will be collected. All samples will be analyzed for total lead using Flame Atomic Absorption Method. (SW 846 3050B/7000B).

Other Hazardous Materials

Observations of accessible areas of the interior of the space where hazardous materials could be present will be conducted to identify the presence of other hazardous materials to include but not limited to the following:

PCB, Mercury Switches, Chlorofluorocarbons (in mechanical system), Tritium Exit Signs, Sodium

Vapor Bulbs

Task 4 – Meetings

Kimley-Horn has provided budget for attending teleconference calls with the client, contractor, regulatory agency, on an as needed basis.

Task 5 – Interim Source Removal Oversight and Reporting

Kimley-Horn understands that the client will conduct an Interim Source Removal (ISR), in accordance with Chapter 62-780.525, F.A.C., to remove all impacted soils from the site. The Client will contract with a licensed contractor to conduct excavation and disposal activities. For purposes of this proposal, Kimley-Horn assumes that the soil excavation will be conducted to previously identified “clean” borings and will not require confirmation sampling.

Task 5.1 – Contractor Bid Solicitation Assistance

Kimley-Horn will assist the Village in soliciting bids to conduct the excavation and disposal of impacted soils. The contractor will be required to be familiar with the rules and regulations of handling, characterizing, and disposing of non-hazardous waste (impacted soils) and OSHA 40-hour certified. The bids will be presented to the Village to be direct hired and will not fall under this contract.

Task 5.2 – Soil Excavation and Disposal Oversight

Kimley-Horn will coordinate with the contractor to have someone onsite to oversee and document the soil excavation and disposal activities. Soils being excavated will be required to be disposed at an approved landfill under waste manifest protocols. The contractor will be required to contact the landfill to arrange acceptance of the impacted soils.

Prior to excavation activities, Kimley-Horn will provide notification to the Florida Department of Environmental Protection (FDEP), per Chapter 62-780.525, F.A.C. requirements.

Kimley-Horn will provide oversight of the excavation and disposal of impacted soils. Oversight activities will consist of:

- Taking measurements and photos of excavation activities
- Collecting copies of waste manifests
- Observing safety protocols from the contractor

For the purposes of this proposal, hours planned for oversight are directly related to the contractor’s estimated timeframe to complete the work (assumed at 5 days).

Task 5.3 – ISR Report Preparation

Upon completion of excavation activities, Kimley-Horn will prepare an Interim Source Removal Report (ISRR), per Chapter 62-780.525, F.A.C. The ISRR will detail excavation and disposal activities, provide copies of waste manifests, along with providing a total number of tons

excavated and removed from the site. The report will be signed and sealed by a registered Professional Geologist and submitted to the DERM for review and approval.

Task 6 - Contingency

At the request of the Client, Kimley-Horn has set aside budget as a contingency to address any unforeseen issues that may arise from the above tasks. This budget will only be used upon obtaining written authorization and will only be invoiced for the amounts used.

PROJECT ASSUMPTIONS

- VILLAGE shall provide all previous environmental reports for use by the CONSULTANT.
- Contractors to provide separate schedules and cost estimates for work.
- Proposal accounts for one round of sub surface investigation samples. Additional sampling, if required, will be conducted under a separate authorization.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable. It is anticipated that Tasks 1-3 will be completed within 90 days of receiving authorization to proceed by the VILLAGE. Task 5 will be completed within the timeframe specified by the demolition contractor. For the purposes of this proposal, 5 days is assumed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed (NTE) method of compensation. For reference, the NTE amount is based on the total hourly rates payable by the VILLAGE, on an as-used basis for each of the CONSULTANT's employee categories, reimbursable expenses, and sub-consultant fees, if any, as shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

The CONSULTANT will complete this scope of services for the total amount, between lump sum and hourly-not-to-exceed rates, of \$112,840.00.

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Marlon Lobban, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Stefano Viola, PE
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324
Email: Stefano.Viola@kimley-horn.com
Phone: 954-535-5133
Cell: 305-785-2650

William Spinner, PG
Kimley-Horn and Associated, Inc.
201 North Franklin Street, Suite 1400
Tampa, Florida 33602
Email: Bill.Spinner@kimley-horn.com
Phone: 813-635-5522
Cell: 813-951-1351

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY: _____
NAME: Alba Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE
& BIERMAN, PL
TITLE: Village Attorney

CONSULTANT

WITNESSES:

Kimley-Horn and Associates, Inc. a corporation
authorized to transact business in Florida.

[Witness print/type name]

Stefano Viola, P.E.

[Print Name, check title]

- President Vice President
 Authorized Signatory (Please provide corporate authorization)

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

Secretary

[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____ as _____ for _____, a _____ company (or corporation).

(SEAL)

Signature of Notary Public – State of Florida)

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

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Work Order No.: 01
Project No.: KH043138057.1
Project Name: 1841 Galleon Street
Redevelopment Project
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ 2023-005

Exhibit A – Lump Sum and Hourly Fee Schedule

**North Bay Village Redevelopment Property
STAFFING HOURS**

North Bay Village Redevelopment Property									
CLIENT: North Bay Village									
ESTIMATOR: Bill Spinner 1/30/2024									
DESCRIPTION:	Contract Type	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 1 - Geophysical Evaluation	Lump Sum								\$6,585.00
Task 2 - Limited Contamination Assessment & Reporting	Lump Sum								\$45,645.00
Task 3 - ACM/HBM Survey	Lump Sum								\$7,085.00
Task 4 - Meetings	Hourly NTE								\$9,200.00
Task 5 - ISR Oversight & Reporting	Hourly NTE								\$36,825.00
Task 6 - Contingency	Hourly NTE								\$7,500.00
		0	0	0	0	0	\$0	\$0	
LABOR RATE (\$/HOUR)		245.00	215.00	175.00	140.00	95.00	1.00	1.00	
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PAGE TOTAL		\$0.00							\$112,840.00

**North Bay Village Redevelopment Property
STAFFING HOURS**

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner 1/30/2024								
DESCRIPTION:	Project	Senior	Project	Environmental	Clerical	Expenses	Subcontractors	Line
LUMP SUM	Manager	Engineer	Engineer	Specialist				Total
Task 1 - Geophysical Evaluation								
GPS Survey	2				1		\$6,000	\$6,585.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
	2	0	0	0	1	\$0	\$6,000	
LABOR RATE (\$/HOUR)	245.00	215.00	175.00	140.00	95.00	1.00	1.00	
SUBTOTAL	\$490.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00	\$6,000.00	
PAGE TOTAL	\$585.00							\$6,585.00

**North Bay Village Redevelopment Property
STAFFING HOURS**

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner 1/30/2024								
DESCRIPTION: LUMP SUM	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 3 - ACM/HBM Survey								
ACM/HBM Survey	2				1		\$6,500	\$7,085.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
	2	0	0	0	1	\$0	\$6,500	
LABOR RATE (\$/HOUR)	245.00	215.00	175.00	140.00	95.00	1.00	1.00	
SUBTOTAL	\$490.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00	\$6,500.00	
PAGE TOTAL	\$585.00							\$7,085.00

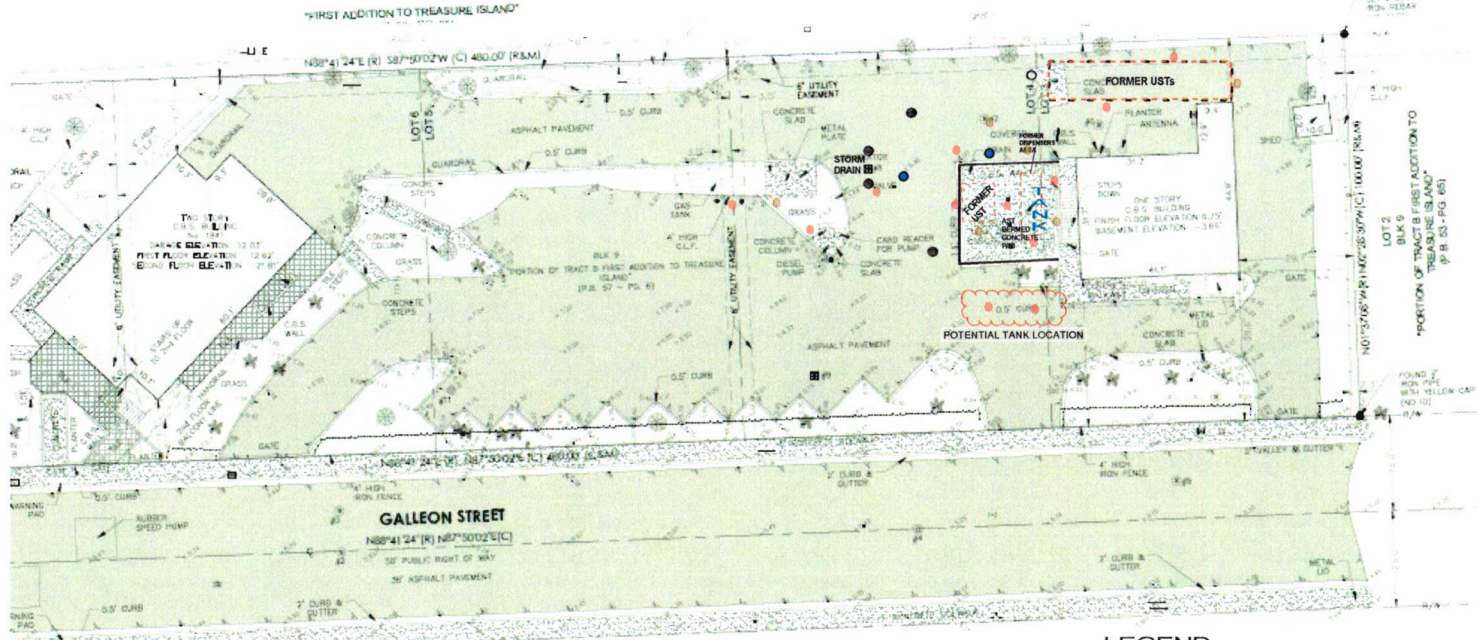
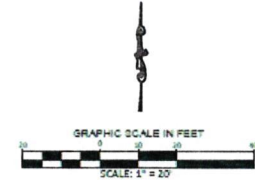
**North Bay Village Redevelopment Property
STAFFING HOURS**

North Bay Village Redevelopment Property								
CLIENT: North Bay Village								
ESTIMATOR: Bill Spinner 1/30/2024								
DESCRIPTION: HOURLY NOT-TO-EXCEED	Project Manager	Senior Engineer	Project Engineer	Environmental Specialist	Clerical	Expenses	Subcontractors	Line Total
Task 4 - Meetings								
Meetings	20	20						\$9,200.00
								\$0.00
								\$0.00
								\$0.00
	20	20	0	0	0	\$0	\$0	
LABOR RATE (\$/HOUR)	245.00	215.00	175.00	140.00	95.00	1.00	1.00	
SUBTOTAL	\$4,900.00	\$4,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PAGE TOTAL	\$9,200.00							\$9,200.00

Work Order No.: 01
Project No.: KH043138057.1
Project Name: 1841 Galleon Street
Redevelopment Project
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ 2023-005

Exhibit B – Location Map

7	SANITARY MANHOLE	3.25	1	PVC	8	-1.26	-4.48		
8	CATCH BASIN	5.26	5	RUBBER	8	1.20	-1.41		
9	CATCH BASIN	5.57	5	RUBBER	8	1.20	-0.22		
10	SANITARY MANHOLE	5.26	1	PVC	8	-1.26	-4.48		
11	CATCH BASIN	5.17	1	RUBBER	8	1.57	-0.18		



LEGEND

- Existing Monitoring Well Location
- PEAR Soil Sample Location
- PEAR Soil and Groundwater Sample Location
- Proposed Soil Sampling Location
- Proposed Soil and Groundwater Sampling Location

DRAWN BY	RT	CHECKED BY	RT
DATE	JANUARY 9, 2024	APPROVED BY	
PROJECT NO.	XX	REVISION NO.	
PAC ID NO.		SCALE	1" = 30'

Work Order No.: 01
Project No.: KH043138057.1
Project Name: 1841 Galleon Street
Redevelopment Project
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ 2023-005

Exhibit C – Projected Schedule

Galleon Project		
Projected Environmental Schedule		
	Environmental Assessment	Police Department Building
Feb./March 2024	Complete GPR survey & Initiate sampling	ACM/HBM/Survey
March/April 2024	DERM review period	Contractor files demo permit/ DERM review period
May/June 2024	Assuming no further testing needed; complete soil dig to remove impacted soils; defer groundwater assessment	Demo of Police Building (Contractor to provide schedule)
June-Nov. 2025	Completion of Construction - install monitoring wells to complete assessment of groundwater (minimum of 1 year of quarterly monitoring)	

Work Order No.: 01
Project No.: KH043138057.1
Project Name: 1841 Galleon Street
Redevelopment Project
Consultant: Kimley-Horn and Associates, Inc.
Contract No.: RFQ 2023-005

Exhibit D – North Bay Village Demolition Permit Procedure and Requirements



North Bay Village

666 Kennedy Causeway, Suite 101 North Bay Village, FL 33141
Tel: (305) 754-6740 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

DEMOLITION PERMIT PROCEDURE AND REQUIREMENTS

Submittal requirements/checklist:

- o Asbestos Assessment Report (commercial only)
- o Current signed and sealed survey
- o Demolition plans and specifications
- o Disconnect letters from utilities: Electric / Gas / Telephone
- o Call Sunshine State One Call 811 or (800) 432-4770 for underground utility locations
- o Sidewalk bond (\$1000 commercial and multifamily / \$500 single family)
- o Contractor must notify the Utility Billing Department of North Bay Village to clear all liens and pending bills on the property
- o Erect construction fence (separate permit required)
- o Cap sewer and water at property line (separate permit required)

For Commercial Demolition:

Demolition plans must FIRST be submitted to North Bay Village Building Department with all requisite information. The Village will stamp all plan sets and issue a process number. Plans must then be taken to Miami-Dade County DERM for approval prior to any Village plan review for the following disciplines: Building / Structural / Electrical / Mechanical / Plumbing / Engineering.

Important Note:

Applications for partial demolition will not be accepted without simultaneous submittal of complete plans for rehabilitative work.

Three Types of Demolition Permits:

1. Full Demolition: Obtained by a General Contractor or someone who has a Miami-Dade County specialty license for Demolition or Engineering. Permit will be issued only after permits for erection of construction fence, and capping of sewer and water lines have been completed. Demolition of buildings or structures over 12-feet in height above grade or any wall which is over 40-feet in length shall be done by qualified individuals or firm.
2. Partial Demolition: All requirements for full demolition permit apply, except that it is not necessary to notify utility companies. The contractor shall get his trade contractors (electrical, mechanical, plumbing) to pull permits for disconnections. When the disconnection has already been done, the contractor shall state in writing that he is responsible for all disconnections.
3. Exploratory Demolition: This permit can only be issued to the contractor with the approval of the Building Official. It is issued for exploratory inspections to help the contractor, architect, and/or engineer determine the extent of the deterioration of the building.

EXHIBIT "B"

**AMERICAN RESCUE PLAN ACT ADDENDUM TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS ARPA ADDENDUM to the Continuing Professional Services Agreement dated November 6, 2022 (the "ARPA Addendum") is entered into as of the 14th day of February, 2024 (the "Effective Date of this Addendum"), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a Florida corporation (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, in 2019, the Village issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services (the "Services"); and

WHEREAS, pursuant to the RFQ, the Village Commission selected Contractor as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Contractor (the "Agreement"); and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, in order to utilize ARPA funding for the Services, the Village desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

WHEREAS, the Village and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Contractor agree as follows:¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or partially

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

ARPA Exhibit 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

ARPA Exhibit 2. The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

ARPA Exhibit 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

ARPA Exhibit 4. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

ARPA Exhibit 5. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Village and the State of Florida, Division of Emergency Management;

ARPA Exhibit 6. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

ARPA Exhibit 7. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: <https://www.dropbox.com/sh/kwucgncu5x7v09t/AACw2GQ2caq23DpGqN6eirWsa?dl=0>.

1.1.2. Title VI Requirements. Contractor acknowledges that the Village has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

- (1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited

English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

1.1.3. Americans with Disabilities Act Requirements. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

1.1.4. Age Discrimination Act of 1975. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury’s implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

1.1.5. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.

vi. A court or grand jury.

vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.1.6. Compliance with Immigration and Nationality Act (INA). Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)].

1.1.7. Seat Belts Required. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

1.1.8. Texting While Driving Ban. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

1.1.9. Publication. Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to North Bay Village by the U.S. Department of the Treasury.”

1.1.10. Reporting Conflict of Interests. Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

1.2.1. Equal Employment Opportunity Compliance. During the performance of this Agreement, the Contractor agrees as follows:

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

The Contractor 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.

- (2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor 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 Contractor's legal duty to furnish information.
- (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.
- (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 U.S. Secretary of Labor.

- (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 U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (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 U.S. Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor 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 U.S. 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.

1.2.2. Contract Work Hours and Safety Standards Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

- (1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Agreement 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 paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

such Contractor and subcontractor shall be liable to the United States, 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 paragraph (1) of this section, 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 paragraph (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 paragraph (2) of this section.
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.2.3. Clean Air Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.4. Federal Water Pollution Control Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.5. Debarment and Suspension Compliance. During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Village. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Contractor certifies that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

1.2.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

- (1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.2.7. Copeland "Anti-Kickback" Act. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, 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 of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. Procurement of Recovered Materials. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

1.2.9. Domestic Preferences for Procurements. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

1.2.10. 2 CFR Subpart F – Audit Requirements. Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

- (1) Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work (“Documentation”) necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.
- (2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

4. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms.** All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This ARPA Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this ARPA Addendum shall have the same force and effect as an original hereof.

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Signature pages follow.]**

