

DOCUMENT ROUTING FORM

P(4) ✓ 12/18/13 (L2)

NAME OF DOCUMENT: **AMENDMENT NO. 1 TO FDEP GRANT AGREEMENT FOR RIVER OAKS STORMWATER PARK GRANT FUNDS**

Approved Comm. Mtg. on **DECEMBER 3, 2013** CAM #13-1306 ITEM: **M-5**

Routing Origin: CAO

Also attached: copy of CAM copy of document ACM Form 3 originals

On 12/4/13, LB forwarded to: **SHANNON GRAHAM, PUBLIC WORKS ENGINEERING**

1.) Approved as to Content: Harvey Grand
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by Douglas Perwood Date: 12.10.13
Finance Director

Amount Required by Contract/Agreement \$ NO FISCAL IMPACT THIS AMENDMENT Funding Source: P11419.470-
Dept./Div. PBS/ENG Index/Sub-object N/A Project # P11419

3.) City Attorney's Office: Approved as to Form:# 4 Originals of each to City Mgr. By: CARRIE SARVER

CS
Carrie Sarver

2013 DEC 10 PM 5:06
FILED
CITY ATTORNEY'S OFFICE

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward 4 originals to Clerk.

6.) To City Clerk for attestation and City seal.

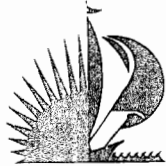
INSTRUCTIONS TO CLERK'S OFFICE

7.) City Clerk: retains one copy of document and forwards 4 original documents to:

LARRY TEICH, PUBLIC WORKS - ENVIRONMENTAL RESOURCES

Copy of document to _____ Original Route form to Linda Blanco, CAO
 Attach _____ certified copies of Reso. # _____ Fill-in date

12/13



Venice of America

CITY OF
FORT LAUDERDALE

Direct Line: (954) 828-5036

February 10, 2014

2014 FEB 11 PM 1:10
CITY CLERK

Nectaria Chakas, Esq.
Lochrie & Chakas, P.A.
1401 East Broward Boulevard, Suite 200
Fort Lauderdale, FL 33301
Fax: (954) 779-1117

Re: Revocable License / CAMM Educational Enterprises, Inc.
Installation & Maintenance Private Utility Line in Public Alley

Dear Ms. Chakas:

The above-referenced Revocable License Agreement was approved by the City Commission on 2/4/2014. We are in the process of routing the original Revocable License for execution by the proper City officials.

In accordance with paragraph 39 of the Revocable License, the City is responsible for recording, subject to Licensee's reimbursement of costs. Per Broward County's recording fee schedule (copy attached), that cost will be \$214.00.

We will coordinate recording the Revocable License upon receipt of your check, payable to **Broward County Records**, in the amount of \$214.00.

Thank you for your kind attention and consideration in this matter.

Very truly yours,

ROBERT B. DUNCKEL
Assistant City Attorney

L:\RBD\LETTERS\2014\037CHAKAS.DOC

Enclosure

cc: Wendy Gonyea, Assistant City Clerk IV





**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

FED EX DELIVERY - SIGNATURE REQUIRED

February 13, 2014

Mr. Lawrence Teich
Environmental Resource Supervisor
City of Fort Lauderdale
949 NW 38th Street
Fort Lauderdale, FL 33309

Re: LP06101 – City of Fort Lauderdale
River Oaks Stormwater

Dear Mr. Teich:

Enclosed is one original of Amendment 1 to the City's stormwater improvement project. The amendment reallocates the budget, revises the scope of work, and extends the date of completion for the project. The amendment is now in effect.

If we may be of further assistance, please contact Sandy Waters at (850) 245-8382.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/sw

Enclosure

cc: Honorable John P. "Jack" Seiler – City of Fort Lauderdale

2014 FEB 18 AM 10:46

CITY CLERK

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP06101
CITY OF FORT LAUDERDALE
AMENDMENT NO. 1**

CITY CLERK

2014 FEB 18 AM 11: 33

THIS AGREEMENT as entered into on the 9th day of February, 2011, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF FORT LAUDERDALE (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested a revision in the scope of work and a reallocation of the budget for the project; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, the Department has determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, the E-Verify provision is no longer applicable; and

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. of the Agreement is hereby revised to change the completion date of the Agreement from August 31, 2013, to August 31, 2015.
2. Section 3. of the Agreement is deleted in its entirety and replaced as follows:
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$800,000 toward the total project cost estimate of \$832,910. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A-1** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A-1**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved

deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B-1**). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing by deliverable, of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. A final Disbursement Request Package must be submitted to the Department no later than November 30, 2015, to assure the availability of funds for payment. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A-1**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment H, Contract Payment Requirements**, the Grantee shall comply with the minimum

requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:

Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the 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 (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the 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 the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 11 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the

Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

3. Section 5. of the Agreement is deleted in its entirety and replaced as follows:

Progress Reports (**Attachment C-1**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

4. Section 11. of the Agreement is deleted in its entirety and replaced as follows:

The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.b. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

5. The E-Verify provision under Section 25 is deleted from the Agreement.

6. Section 29. is hereby added to the Agreement as follows:

No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by the Grantee, the 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 the Department or steps taken by the Grantee shall serve to condone, forgive or stop the Department from asserting subsequent 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 the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

7. Section 30. is hereby added to the Agreement as follows:

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles 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 Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

8. Section 31. is hereby added to the Agreement as follows:

Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

9. Section 32. is hereby added to the Agreement as follows:

A. 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, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the 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 the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. 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 payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

10. Section 33. is hereby added to the Agreement as follows:

If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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

12. **Attachment B**, Disbursement Request Package, is hereby deleted and replaced with **Attachment B-1**, Revised Disbursement Request Package, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B** shall hereinafter refer to **Attachment B-1**, Revised Disbursement Request Package.

13. **Attachment C**, Progress Report Form, is hereby deleted and replaced with **Attachment C-1**, Revised Progress Report Form, attached hereto and made a part of the Agreement. All

references in the Agreement to **Attachment C** shall refer hereinafter to **Attachment C-1**, Revised Progress Report Form.

14. **Attachment H**, Contract Payment Requirements, attached hereto is hereby added to the Agreement.

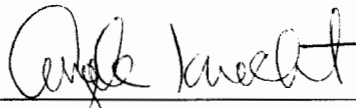
This Amendment 1 to State Financial Assistance Agreement LP06101 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Program Administrator of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Program Administrator of the Department of Environmental Protection, State Revolving Fund.

CITY OF FORT LAUDERDALE

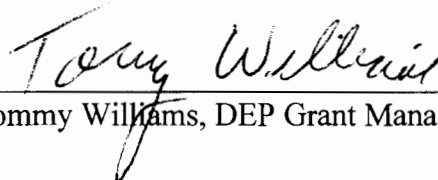
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
 Mayor **See Attached City Signature Page**

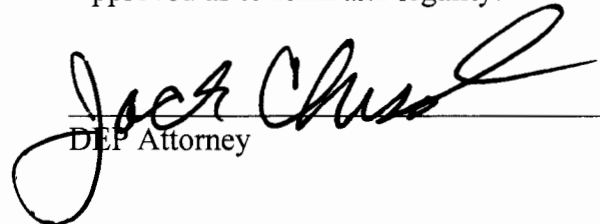
By: 
 Program Administrator
 State Revolving Fund

Date: _____

Date: JAN 13 2014


 Tommy Williams, DEP Grant Manager

Approved as to form and legality:

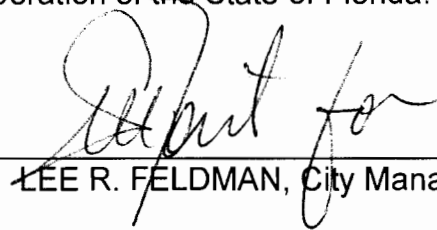

 DEP Attorney

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Project Work Plan (4 Pages)
Attachment	B-1	Revised Disbursement Request Package (3 Pages)
Attachment	C-1	Progress Report Form (2 pages)
Attachment	H	Contract Payment Requirements (1 Page)

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

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

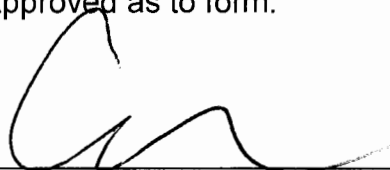
By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:


CARRIE L. SARVER
Assistant City Attorney

**ATTACHMENT A-1
GRANT WORK PLAN
CITY OF FORT LAUDERDALE
LP06101**

Project Title: River Oaks Stormwater Park (River Oaks Preserve)

Project Location:

The River Oaks 9.1 acre parcel is located in the River Oaks neighborhood which is located entirely within the City of Fort Lauderdale and Broward County. This project is adjacent to the South Fork of the New River (WBID 3277 A) a Florida listed impaired waterway (Sec 403.067(2) F.S and Ch 62-303 F.A.C) for fecal coliform and nutrients. The folio numbers are listed as follows: 504216000141, 504216000160, 504216000170, 504216460010, 504216000190, 504216000200, 504216000232, 504216000231, 504216000233, 504216000230

Project Background:

The River Oaks neighborhood in Fort Lauderdale is one of the oldest communities in the City. As is common among older neighborhoods, most of the development was done without the necessity for permitting through the Department of Environmental Protection (DEP) or South Florida Water Management District (SFWMD). As a result, current requirements for detention/retention, water quality, and limited discharge were not implemented in development of the area. Because of this, there are multiple repetitive flood loss properties in this area. This problem has been compounded by rapid redevelopment that has increased the density of homes in this neighborhood.

Stormwater from this neighborhood historically would flow into the New River via an outfall that was cut off by the DOT access road in 2003. In 2007 the City met with the Broward County Environmental Protection Department and garnered support for the development of a new outfall that would restore historic flow paths and reconnect the area to the South Fork of the New River. Plans are to reestablish this outfall, and connect a new stormwater system to it. This outfall is adjacent to 9.1 acres of undeveloped land that had been slated for development. The City purchased this property in October 2009 with a deed restriction stipulating preservation of this property. The land will be used for storage and treatment of stormwater flows to the New River. Additionally, this will result in less flooding as stormwater can be stored on this property. This area has been studied, and because of the water levels in the adjacent water bodies, discharge is not always possible, especially at high tide. It was determined that the only way to significantly reduce flooding is to use land to temporarily store the stormwater so that it can naturally percolate into the ground or discharge during extreme events. This will not only serve to recharge the Biscayne Aquifer, but also reduce the amount of stormwater discharge to the New River after each rain event. The City has been strategically purchasing properties in the neighborhood to help address the growing stormwater needs of the area. Developing the stormwater infrastructure on this 9.1 acre parcel will allow for development of a regional facility that will provide retrofit water quality benefits while reducing flooding in the River Oaks neighborhood.

Based on efficiencies realized, there will remain a balance of \$151,687 for this grant to allow for more aspects of the \$9+ million project to be funded

Project Description:

I.Task: Finalize Land Purchase

Ia.Deliverable: Title free and clear of any contractual obligations.

Completion Date: February 2012

Budget Information: \$500,000

Land: 9.1 acres located within River Oaks Land purchase

All contractual obligations for this task have been clear giving free and clear title to the City in April 2011. Disbursement request for \$500,000 was submitted May 4, 2011. Remittance of \$160,000 was received September 30, 2011. Another request was processed for the remaining \$340,000 on October 3, 2011. Remittance was received November 9, 2011.

2.Task : Facilitate Meetings

Successfully coordinate the logistics involved with designing, permitting, and implementing a new regional stormwater facility along with the collection and outfall systems. Meetings will be held with permitting government agencies, residents, business owners and City personnel at frequency to be determined based on project progress. Public outreach and stakeholder comments will be sought at the beginning of the project to communicate the project goals, identify concerns, and evaluate comments. Meetings will also be coordinated with City engineers and contracted engineering staff at project startup, 30%, 60% 90%, and 100% design phases. Following the design phase, meetings with regulatory agencies for permitting will be scheduled and permits obtained for this phase of the work. Construction kick-off meetings, 50% build, and punch list meetings will also be scheduled based on progress schedules. Meeting places will be determined based on need and participants.

2a.Deliverable: Sign-in sheets, meeting dates, presentations, agendas or topics.

Completion Date: February 2015

Budget Information: \$0 -

Contractual: This task has been performed by City Staff for public outreach and as a function of the Consultants contracts. Deliverables will still be supplied.

Performance Standard: The DEP Grant Manager will review deliverables to verify contract requirements met.

3.Task : Stormwater Park Design

Update the existing stormwater model and apply it to facilitate the design and permitting of the stormwater facility and associated infrastructure. Develop a permitable solution that addresses the regional water quality issues while providing flood relief on a localized level.

3a.Deliverable: bid tabulation, Professional Services contract, plans and supporting documentation

Completion Date: August 2015

Budget Information: \$130,000

Contractual: Professional Services and City Engineering \$130,000

Performance Standard: The DEP Grant Manager will review deliverables to verify contract requirements met.

4.Task: Obtain Permits

4a.Deliverable: Professional Services contract, ERP permit and other associated permits.

Completion Date: August 2015

Budget Information: \$13,000

Other Expenses: Professional Services \$13,000

Performance Standard: The DEP Grant Manager will review deliverables to verify contract requirements met.

5.Task: Bidding

Bidding is a staff function and will be reflected as staff time for this project. Deliverable will still be supplied.

5a.Deliverable: Bid tabulation, Consulting contract

Completion Date: April 2013

Budget Information:

Contractual: Professional Services \$0 –

The annual stormwater construction contract was utilized to accomplish this task. Therefore bidding was already conducted and the no impact to the grant occurred.

Performance Standard: The DEP Grant Manager will review deliverables to verify contract requirements met.

6.Task: Construction

Restoration construction performed as maintenance of the floodplain. This will complete the first phase of construction for this site. The next phase(s) will be determined from the design plans in task # 3 above that will construct the facility to provide retrofit water quality treatment, wetland preservation and enhancement, as well as flood control while acting as an amenity for the surrounding community.

6a.Deliverable: Construction contract, contractor's application for payment with supporting invoices, timesheets for City staff

Completion Date: April 2015

Budget Information: \$10,000

Contractual: Internal Professional Engineering Services \$10,000

City funds were utilized to perform the construction resulting in match funds of \$32,900. The budget of \$10,000 FDEP grant funds will be attributed to City Staff Engineering Design and administration that provided the plans

used for restoration construction. The annual stormwater construction contract was utilized to accomplish this task resulting in a match of \$32,910 from the City's annual stormwater construction budget.

Performance Standard: The DEP Grant Manager will review deliverables to verify contract requirements met.

7. Task: Additional Amenity and Parking Design

Utilize engineering consulting services to: design parking and amenities that enhance functional utility of project; develop a permitable solution that enhances and complements the current wetland design while integrating with surrounding property uses; obtain an easement from FDOT to design and construct a parking area underneath I95 overpass and allow unfettered access to the FDOT area bordering the preserve (this will allow access to the property bordering the designed wetland and to the river while increasing the wetland area); obtain permits from all agencies.

7a. Deliverable: Bid tabulation, Copy of contract, Plans, Staff timesheets with documentation, Supporting documentation, Permits, agreements, and DOT easement.

Completion Date: August 2015

Budget Information: \$141,500

Contractual: Professional Service \$141,500

Performance Standard: The DEP Grant Manager will review deliverables to verify contract requirements met.

8. Task: Fencing

Property is currently cleared prior to construction funding. Fencing will be required to restrict access now from illegal dumping and for access in the future during construction.

8a. Deliverable: Copy of permit, fence installation receipts, pictures of fence

Completion Date: December 2014

Budget Information:

Contractual: Professional Service \$5,500

Performance Standard: The DEP Grant Manager will review deliverables to verify contract requirements met.

THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.

Total Budget by Task and Deliverables: *The tasks and deliverables identified here should agree with the tasks and deliverables identified and described above. Identify the deliverables for the tasks as follows: 1a, 1b, etc. Do not list required progress reports and final reports as deliverables as they are required under all agreements and are not project specific.*

	Tasks	DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Finalize Land Purchase	\$500,000	\$0	
3	Stormwater Park Design	\$130,000		
4	Obtain Permits for task 3	\$13,000		
5	Bidding	\$0		
6	Construction	\$10,000	\$32,910	City Stormwater Fee

7	Additional Amenity and Parking Design	\$141,500		
8	Fencing	\$5,500		
	Total:	\$800,000	\$32,910	
	Project Total:	832,910		

NO MATCH REQUIRED

**ATTACHMENT B-1
Disbursement Request Package
Legislative Projects (LP) Grants**

1. Grantee/Recipient CITY OF FORT LAUDERDALE
 2. Project Number LP06101 Date of Request _____
 3. Disbursement Request Number _____ Required Match % _____
 4. Type of Request: Partial Final
 5. Federal Employer Identification Number _____
 6. Task/Deliverable No. _____
 7. Mail EFT Send Remittance to: _____
- _____
- _____
- _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Salaries
2. Fringe Benefits
3. Travel
4. Contractual Services (Professional Services)
5. Contractual Services (Construction)
6. Equipment
7. Supplies/Other Expenses
8. Land
9. Indirect Charges
10. Total
11. Disbursements previously requested
12. Amount Requested for Disbursement (line 10 minus 11)

	Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

**Florida Department of Environmental Protection
State Revolving Fund Management, MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400**

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____ ,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C-1

PROGRESS REPORT FORM

DEP Agreement No.:	LP06101		
Grantee Name:	FORT LAUDERDALE		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</p>			
<p>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>			
<p>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p>			

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06101 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT H

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm