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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: KEITH & SCHNARS, Inc. Task Order No. 4 SE ISLES – LAS OLAS ISLES, VENICE ISLE, AND RIO VISTA ISLES STORMWATER AND TIDAL FLOODING IMP.

CAM: 15-0064 ITEM: CM 12 CCM: March 17, 2015

Routing Origin: CAO Also attached: copy of CAM Original Documents

City Attorney's Office: Approved as to Form 3 Originals and Delivered to City Manager

Assistant City Attorney: 

Sr. Assistant City Attorney: _____

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects 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, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 3 originals to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards 2 original documents to: Shaquella Holmes, 5197

Original Route form to Glynis Burney, CAO

5/29

TASK ORDER No. 4

Dated this 17th day of March, 2015

CITY PROJECT No. 12120

KEITH and SCHNARS PROJECT No. 18068.07

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

South East Isles – Las Olas Isles, Venice Isle, and Rio Vista Isles Stormwater and Tidal Flooding Improvements

PROFESSIONAL SERVICES

This Task Order is being entered into pursuant to the Continuing Contracts for Civil Engineering Consultant Services Agreement (Contract 626-10881-5) between the City of Fort Lauderdale, a municipal corporation of the state of Florida, ("CITY") and KEITH and SCHNARS, P.A., a Florida professional association, ("CONSULTANT") in accordance with the terms of the agreement for professional services dated November 6, 2012 and renewed on October 21, 2014 between CITY and CONSULTANT ("MASTER AGREEMENT").

PROJECT BACKGROUND

This project is to provide stormwater improvements and installation of tidal flooding control valves, pollutant retardant baffles and associated stormwater infrastructure and roadway improvements to Las Olas Isles, Venice Isle, and Rio Vista. The project involves the analysis of each of the existing stormwater outfalls within the project limit areas and assessments to the stormwater and tidal control improvements needed, including the installation of in-line backflow prevention devices on catch basins with direct tidal discharge within specified neighborhoods. The project is to emulate past efforts by the CITY to provide relief to stormwater and tidal flooding. Proposed improvements are to be funded in-part by State through DEP Agreement No. S0740.

PROJECT DESCRIPTION

The City has tentatively identified 48 existing storm outfalls within the three neighborhoods of Las Olas Isles, Venice Isle, and Rio Vista to be retrofitted to accommodate backflow prevention devices (refer to attached Exhibits B-1, B-2, & B-3). Potentially, the City may expand the program to include additional outfalls. Due to limited information available and requirements of the DEP agreement, survey of each location is required prior to design. Survey for the project will be provided by CITY. Design efforts shall result in construction documents of sufficient detail to allow the City to issue a task order to their annual stormwater contractor or to bid out the project.

In evaluating each catch basin, occasional and incidental repairs are anticipated. Evaluation includes identifying positive grading adjacent to catch basin and clear conveyance through the outfall. In making determinations for incidental repairs, CONSULTANT shall review video provided by CITY. Although CITY will utilize in-house personnel for inspection and project management, CONSULTANT will provide technical assistance during construction phase (e.g., review and approval of shop drawings, respond to

technical RFIs during construction, and reviewing construction as-built drawings (provided by others) for compliance with approved plans. Because the installation of the check valves is considered as maintenance of existing stormwater infrastructure, permitting services by CONSULTANT are not included, however, if design includes new stormwater infrastructure CONSULTANT shall provide services to obtain the necessary permits for construction.

SCOPE OF SERVICES AND DELIVERABLES

With approval of this Task Order, CONSULTANT shall provide professional services described in the tasks below:

Task No. 05001: Construction Documents

Using survey previously described as a base-file and details used in previous backflow projects provided by CITY, CONSULTANT shall prepare plans for the 48 proposed tidal valve and stormwater improvements. CONSULTANT's plans shall account for installation of an in-line check valve between the outfall and the structure directly upstream. Plans shall provide for 24" sump (18" minimum) and pollution retardant baffle. Where feasible, CONSULTANT shall utilize existing structures. When existing conditions result in less than 18" sump or deficient size for pollution baffle, the existing structure shall be replaced. If necessary, design shall consider installation of an aluminum manatee barrier at canal side for outfall pipes 18" or greater. To the extent possible, proposed improvements shall not diminish the conveyance capacity of the outfall system; therefore, the proposed tidal valves will be sized in the next available (bigger) diameter size than the the existing connecting outfall pipe size.

CONSULTANT fees are to be invoiced on a Not to Exceed basis. CONSULTANT's estimated fee for this service assumes up to 504 hours of effort.

| | | | |
|----------------------|---|-----------------------|--------------------|
| Deliverables: | 60% and 100% engineering Plans (signed and sealed), details, notes, all electronic files on original format for each of the three neighborhoods. | Not to Exceed: | \$67,800.00 |
|----------------------|---|-----------------------|--------------------|

Task No. 05002: Project Coordination & Construction Phase Services

Although project management, administration of grant, coordination with contractor, and inspection services to be provided by CITY, it will be necessary for CONSULTANT to provide supplementary services. These supplementary services include coordination and review of video provided by CITY staff for the purpose of inspecting outfalls to identify ancillary repairs and necessity of permit. In reviewing video, where existing pipes are found in disrepair, CONSULTANT shall notify CITY of nature and extent of disrepair through an RFI. CITY shall perform repairs to pipes in response to the RFI. Such repairs shall be considered to be maintenance for permitting purposes. In addition, CONSULTANT shall provide technical assistance during construction phase (e.g., review and approval of shop drawing, respond to technical RFIs during construction, and review of construction as-built drawings.

CONSULTANT fees are to be invoiced on a Not to Exceed basis. CONSULTANT's estimated fee for this service assumes up to 64 hours of effort.

| | | | |
|----------------------|------------------------|-----------------------|-------------------|
| Deliverables: | Not Applicable. | Not to Exceed: | \$8,300.00 |
|----------------------|------------------------|-----------------------|-------------------|

Task No. 05003: Additional Outfalls

Depending upon funding, CITY may expand the number of outfalls to receive check valves. In the event that such expansion occurs, CONSULTANT shall provide services as described in tasks 5001 and 5002 for the additional outfalls with similar conditions and terms. Fees for services are established on a unit price basis. For the purpose of establishing a maximum price, a total of 10 additional outfalls will be assumed.

Deliverables: **60% and 100% engineering Unit Price (10 @ \$1,820 each) : \$18,200.00**
Plans (signed and sealed),
details, notes, all electronic
files on original format for each of
the three neighborhoods.

PROJECT ASSUMPTIONS

Specific assumptions for the project:

- Specific Purpose Survey to be provided in CADD format by CITY for use as basefile for CONSULTANT's plans.
- Adequate easements and/or sufficient right-of-way exists for proposed work and/or improvements.
- Existing outfalls (including head-walls) are not in need of repair and free of sedimentation.
- Permitting services generally not required. Where required, will be provided under separate task. CONSULTANT shall review the FDEP grant and be familiar with the required timeline for delivery.
- CONSULTANT shall coordinate with City, to obtain access to project sites and to send deliverables of this task order to CITY.
- It will be the responsibility of the CONSULTANT to obtain the design permits deemed necessary to allow the CITY to construct the project if applicable. It will be the contractor's responsibility to obtain the construction permits from the applicable permitting agencies.
- CITY anticipates Notice to Proceed by March 17, 2015. CONSULTANT's services require receiving complete design survey information (video, survey files, and as-builts) from CITY prior to design services commencement. CONSULTANT assumes required design information (video, survey files, and as-builts) will be provided in conjunction with Notice to Proceed.
- If CITY decides to phase the project and issue Notice to Proceed for individual neighborhoods, complete design information will be submitted for the entire neighborhood with Notice to Proceed.

CITY'S RESPONSIBILITIES

- Provide survey, as-built, and video for each area in conjunction with Notice to Proceed.
- The CITY's project manager, or a designated representative, shall administer and coordinate the project and interaction with contractor.
- The CITY will provide all inspection services
- Communications and dissemination of information will be coordinated by CITY.
- CITY will provide survey files applicable to CONSULTANT designs.
- Provide video inspection of existing outfalls to identify potential repair.

ADDITIONAL SERVICES

If authorized in writing by the CITY as an amendment to this Task Order, the Consultant shall furnish, or obtain from others, Additional Services of the types listed in Article 5.3 of the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services. No additional services shall be performed by the CONSULTANT without prior written authorization by the CITY and an Amendment for the Task Order or an additional Task Order.

CONSULTANT'S fees are based upon an assumed level of services necessary for completion of the task described. Additional and/or expanded scope could result in additional fees. These include additional presentations, meetings with community, research or collection of data other than what's readily available or described above.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in this task order within 50 calendar days from receipt of survey, video, and notice to proceed.

METHOD OF COMPENSATION

The services performed shall be billed on a monthly basis commensurate with extent of task completed. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not to Exceed limit. A fee schedule is included on Exhibit A.

The services performed shall be accomplished using the Not to Exceed method of compensation. A fee schedule and cost breakdown for reimbursable expenditures is included on Exhibit A. CITY may process CONSULTANT invoices by percentage of task order completed, accepted and delivered as described in previous task order sections.

CONSULTANT shall keep detail timesheets of all hours spent to allow the City to obtain grant reimbursement for the design of the project.

- All invoices shall be submitted to City as a percentage of phase completed and in a timely manner to allow City to review and submit to FDEP for grant reimbursement per grant DEP Agreement No. S0740
- Timesheets and back up billing documentation shall be submitted with each invoice.

TERMS OF COMPENSATION

Services shall be provided for the following amounts:

| Task No | Task Title | Labor Fees | | Total | Payment Method |
|---------|--------------------------|------------|----------------|-----------|----------------|
| | | Consultant | Sub consultant | | |
| 05001 | Construction Documents | \$67,800 | n.a. | \$67,800 | Not to Exceed |
| 05002 | Project Coordination | \$16,700 | n.a. | \$16,700 | Not to Exceed |
| 05003 | Additional Outfalls (10) | \$18,000 | n.a. | \$18,200 | Unit Price |
| TOTAL | | | | \$102,700 | |

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of **Elkin Diaz, P.E.** at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale
City Hall, 4th Floor – Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Elkin Diaz, P.E.
Project Manager

Pedram Zohrevand, P.E.
Assistant City Engineer


Michael Donaldson, PSL
City Surveyor

CONSULTANT CONTACTS

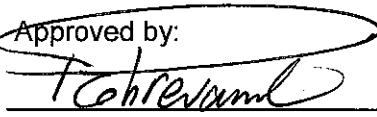
KEITH and SCHNARS, P.A.
6500 N. Andrews Avenue,
Fort Lauderdale, FL 33309
Tim Hall, P.E.
thall@ksfla.com
Phone: 954-776-1616
Fax: 954-351-7643

Department Signatures

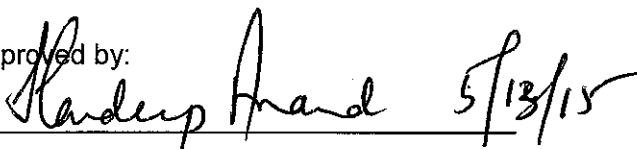
KEITH and SCHNARS Civil Engineering Consultant Services Agreement (Contract 626-10881-5) Task Order No. 4 – Project 12120: Las Olas Isles, Venice Isle, Rio Vista Isles Tidal Valves.

Approved by:  3/26/15

Elkin Diaz, PE Date
Project Manager II

Approved by:  3/27/15

Pedram Zohverand, P.E. Date
Assistant City Engineer


Approved by:  5/13/15

Hardeep Anand, P.E. Date
Public Works Director

CITY

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:

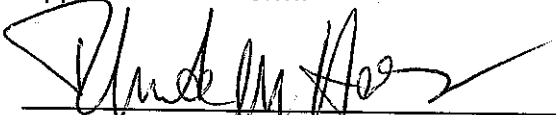
By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:


RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:

Frank Viar
Signature
FRANK VIAR
Print Name

Francine T. Linzer
Signature
FRANCINE T. LINZER
Print Name

KEITH and SCHNARS, P.A.

By: *Tim Hall*
Tim Hall, P.E.
Vice President, Civil Engineering

ATTEST:

By: *Mark Moshier*
Mark Moshier, P.E.
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

Mark Moshier and Tim Hall as Secretary and Vice President respectively, of KEITH and SCHNARS, P.A. acknowledged the foregoing instrument before me this 23rd day of March, 2015, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL)



JOE-PHYLE HALLEM
MY COMMISSION # FF 112669
EXPIRES: May 10, 2018
Bonded Thru Budget Notary Services

Joe Phyle Hallem
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Joe Phyle Hallem
Name of Notary Typed, Printed or Stamped

May 10, 2018
My Commission Expires

FF 112669
Commission No.

EXHIBITS

EXHIBIT A – FEE SCHEDULE

EXHIBIT B1 – B3 – PROJECT LOCATION MAPS

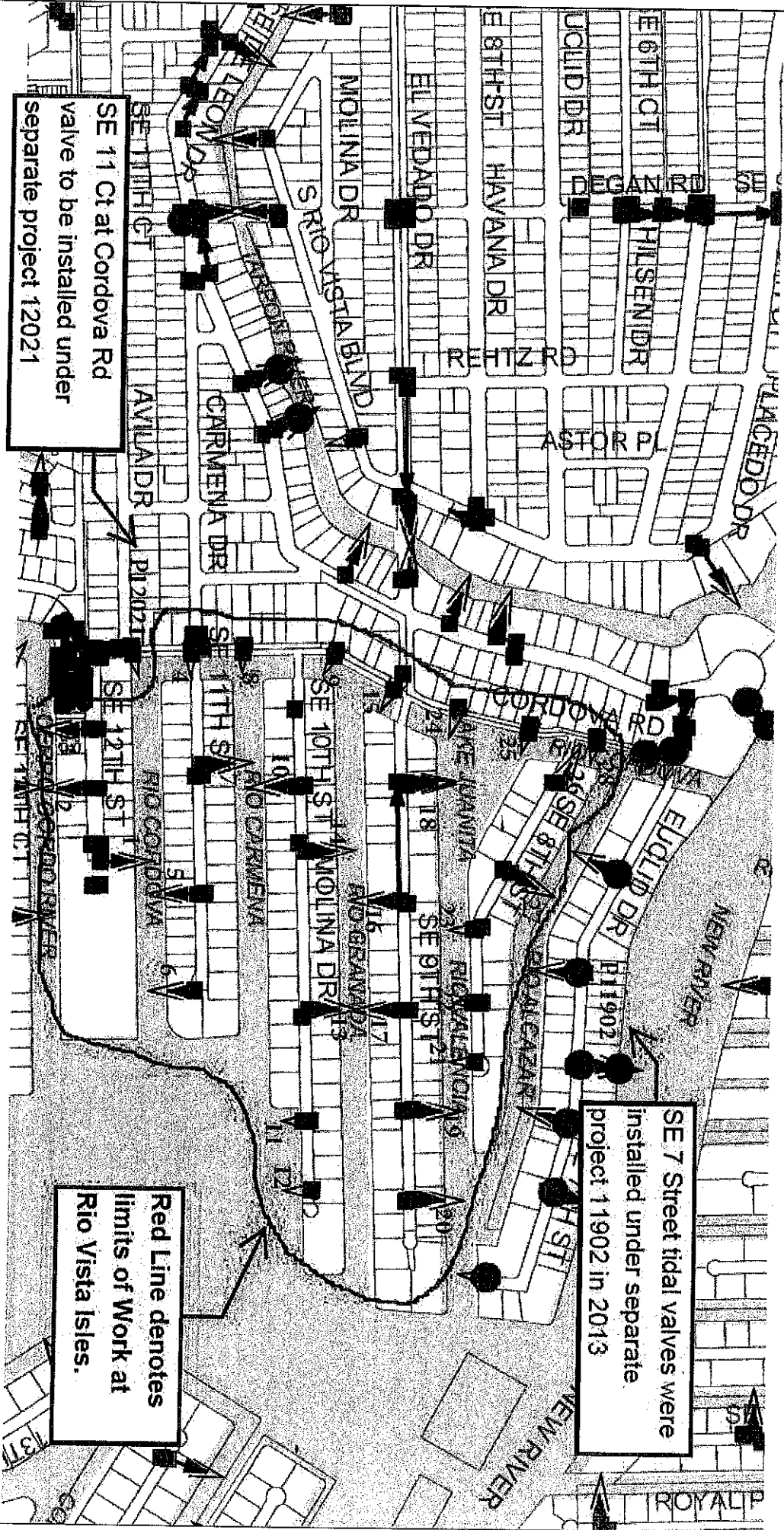
EXHIBIT C – PROJECT SCHEDULE

EXHIBIT D – FDEP GRANT AGREEMENT

EXHIBIT A

| Labor Category | ENGINEER TECHNICIAN (Senior Assoc) | ENGINEER (Sr Project Mgr) | DIRECTOR | Total Hours | Labor Cost (\$) |
|----------------|--|------------------------------|----------|----------------|--------------------|
| | | | | | |
| Labor Rate | \$115/hr | \$150/hr | \$175/hr | | |
| Task No | Hours | Hours | Hours | Hours | Subtotal (\$) |
| 05001 | 240 | 240 | 24 | 504 | 67,800 |
| 05002 | 100 | 30 | 4 | 134 | 16,700 |
| 05003 | 80 | 60 | | | 18,200 |
| Totals | 420 | 330 | 28 | 638 | 102,700 |

**Stormwater Master Plan - Phase I Project
Las Olas Isles, Venice Isle, and Rio Vista Isles
Stormwater and Tidal Control Improvements**



SE 7 Street tidal valves were installed under separate project 11902 in 2013

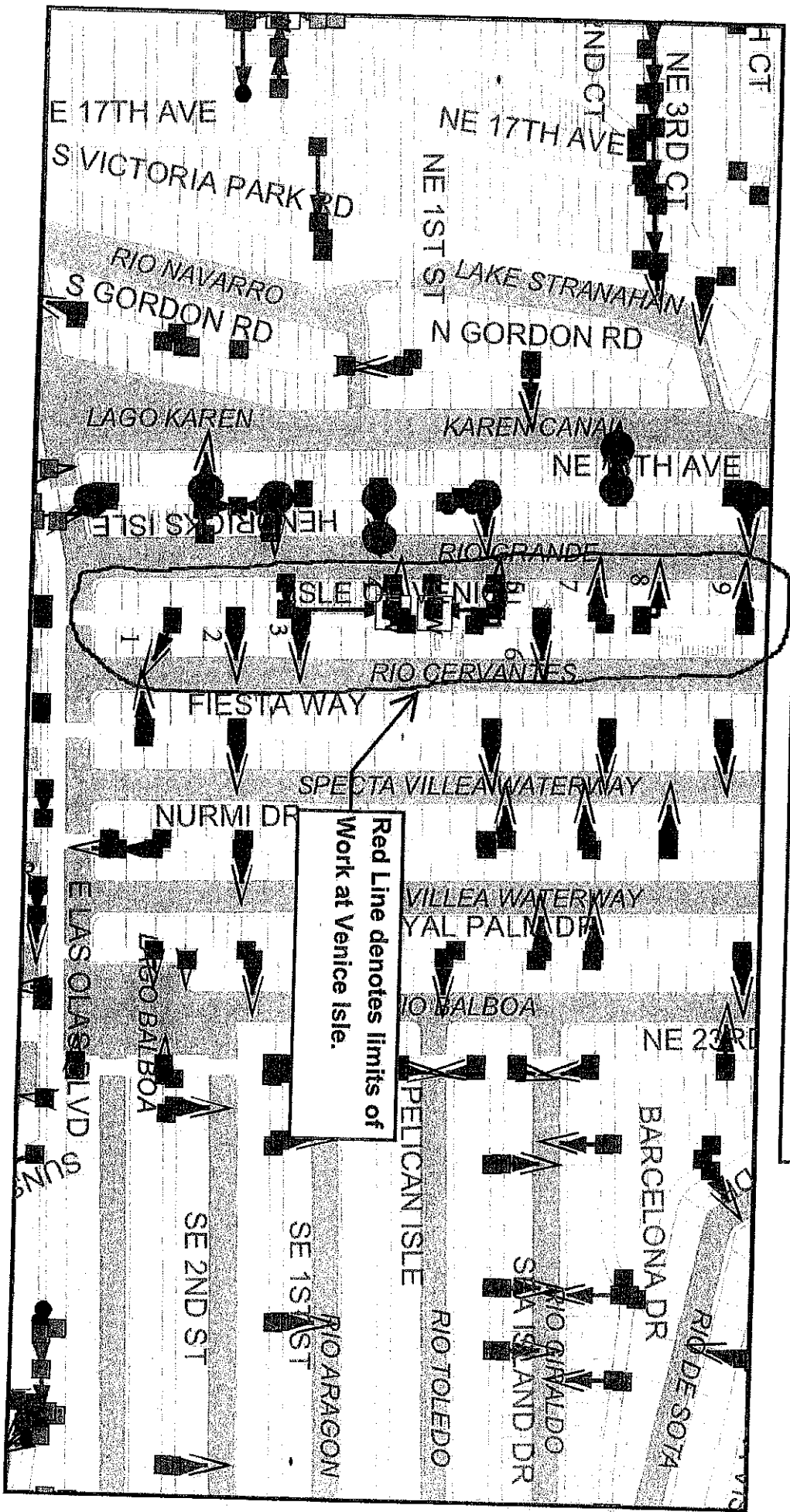
SE 11 Ct at Cordova Rd valve to be installed under separate project 12021

Red Line denotes limits of work at Rio Vista Isles.

Numbers denote new tidal valves

Rio Vista Isles - Tidal Valves Map

Stormwater Master Plan - Phase I Project
Las Olas Isles, Venice Isle, and Rio Vista Isles
Stormwater and Tidal Control Improvements



Venice Isle - Tidal Valves Map

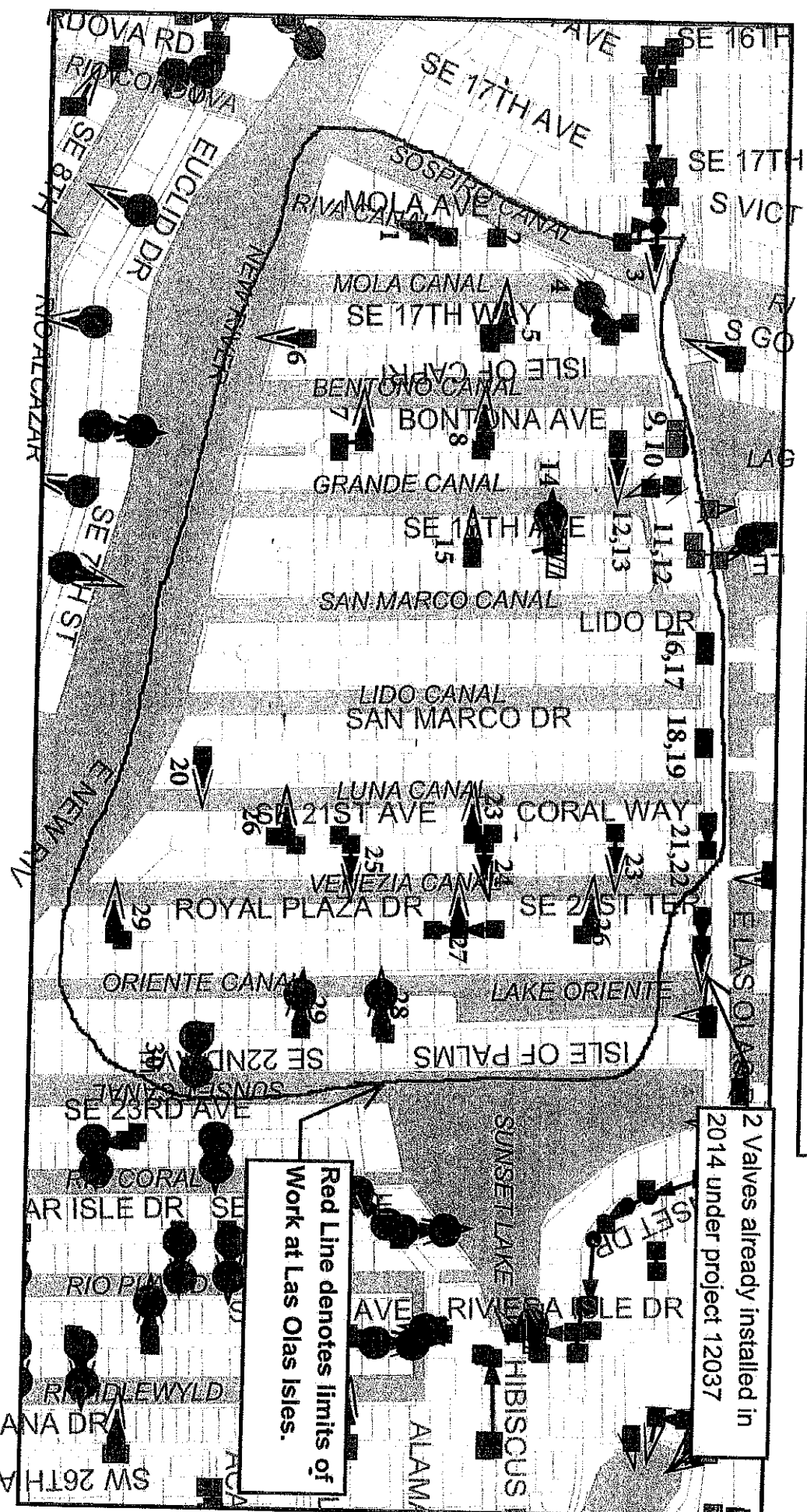
Numbers denote new tidal valves

Red Line denotes limits of Work at Venice Isle.

Date: Oct 20, 2014

Exhibit 1
CAM 15-0064
12 of 36

Stormwater Master Plan - Phase I Project
Las Olas Isles, Venice Isle, and Rio Vista Isles
Stormwater and Tidal Control Improvements



Las Olas Isles - Tidal Valves Map

Numbers denote new tidal valves

2 Valves already installed in 2014 under project 12037

Red Line denotes limits of Work at Las Olas Isles.

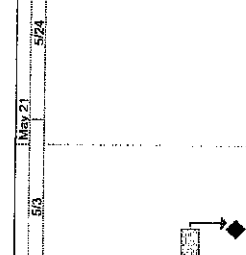
Date: Oct. 20 2014

CAM 15-0064
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**CITY OF FORT LAUDERDALE
STRMWTR CHECK VALVES
1-30-15**

**PROPOSED PROJECT DESIGN SCHEDULE
City Pj: 12120
K & S Prj: 18068.07**

| ID | Task Name | Duration | Start | Finish |
|----|------------------------------------|----------|---------|---------|
| 1 | NOTICE TO PROCEED (from CITY) | 0 days | 3/17/15 | 3/17/15 |
| 2 | PREPARE 60% PLANS | 40 days | 3/17/15 | 4/25/15 |
| 3 | CITY REVIEW 60% PLANS | 5 days | 4/26/15 | 4/30/15 |
| 4 | PREPARE 100% PLANS | 10 days | 5/1/15 | 5/10/15 |
| 5 | SUBMIT CONSTRUCTION DOC.'S TO CITY | 0 days | 5/10/15 | 5/10/15 |



Project: Ft. Laud. strmwtr checkvalves
Date: 1/30/15

Task Progress

Milestone Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

Split

External Tasks

Project Summary

Group By Summary

Deadline

FL Laud. strmwtr checkvalves.mpp

Page 1

DEP AGREEMENT NO. S0740

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF FORT LAUDERDALE, whose address is 100 North Andrews Avenue, 4th Floor, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Southeast Isles (Las Olas Isles, Venice Isle and Rio Vista) Tidal and Stormwater Improvements.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", and "Recipient" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twenty-four (24) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$700,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in Attachment A, in accordance with the schedule therein. Reimbursement shall be requested utilizing Attachment B, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. (If match is required, add the following: Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
 - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Attachment C, 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 for each deliverable:
 - i. 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 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. 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). 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>.
- E.
 - i. 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.
 - ii. 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.

- iii. 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.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly 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 Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, 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 of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this 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) calendar 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) calendar 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) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department 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 relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by 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 preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the 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 the Agreement.

9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
10. 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.
11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and made a part hereof. Exhibit I to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit I must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit I, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit I when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Foms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract 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.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. 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.
16. The Department's Grant Managers (which may also be referred to as the Department's Project Manager) for this Agreement are identified below.

| | |
|--|--------------------------------|
| Technical | |
| Michael Thomas | |
| Florida Department of Environmental Protection | |
| Water Quality Restoration Program | |
| 2600 Blair Stone Road, MS# 3570 | |
| Tallahassee, Florida 32399 | |
| Telephone No.: | (850) 245-7513 |
| Fax No.: | (850) 245-8434 |
| E-mail Address: | Michael.thomas@dep.state.fl.us |

| | |
|--|---------------------------------|
| Administrative | |
| Connie Becker | |
| Florida Department of Environmental Protection | |
| Water Quality Restoration Program | |
| 2600 Blair Stone Road, MS# 3510 | |
| Tallahassee, Florida 32399 | |
| Telephone No.: | (850) 245-5505 |
| Fax No.: | (850) 245-8434 |
| E-mail Address: | Connie.L.Becker@dep.state.fl.us |

17. The Grantee's Grant Manager for this Agreement is identified below.

| | |
|---|--------------------------|
| Elkin Diaz | |
| 100 North Andrews Avenue, 4 th Floor | |
| Fort Lauderdale, Florida 33301 | |
| Telephone No.: | (954) 828-6539 |
| Fax No.: | (954) 828-5074 |
| E-mail Address: | EDiaz@fortlauderdale.gov |

18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
19. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
24. Land acquisition is not authorized under the terms of this Agreement.
25. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner

as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF FORT LAUDERDALE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: [Signature]
Secretary or designee

Date: _____

Date: 11/21/14

SEE ATTACHED CITY SIGNATURE PAGE

[Signature]
Michael Thomas, DEP Grant Manager

[Signature]
Connie Becker, DEP Grant Manager

[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature] 9/24/14
DEP Attorney

FEID No.: 59-6000319

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

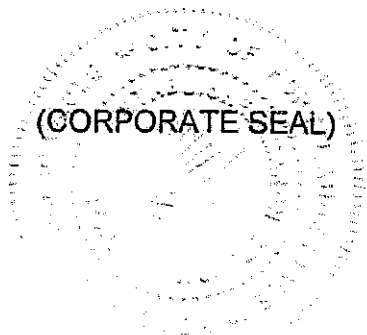
List of attachments/exhibits included as part of this Agreement:

| Specify Type | Letter/ Number | Description (include number of pages) |
|-------------------|----------------|---|
| <u>Attachment</u> | <u>A</u> | <u>Grant Work Plan (3 Pages)</u> |
| <u>Attachment</u> | <u>B</u> | <u>Payment Request Summary Form (2 Pages)</u> |
| <u>Attachment</u> | <u>C</u> | <u>Contract Payment Requirements (1 Page)</u> |
| <u>Attachment</u> | <u>D</u> | <u>Progress Report Form (1 Page)</u> |
| <u>Attachment</u> | <u>E</u> | <u>Special Audit Requirements (5 Pages)</u> |

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:

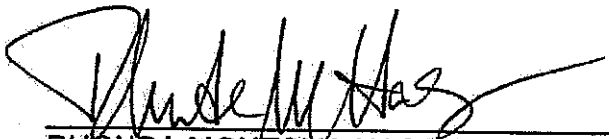
By 
LEE R. FELDMAN, City Manager



ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:


RHONDA MONTOYA HASAN
Assistant City Attorney

**ATTACHMENT A
GRANT WORK PLAN**

Project Title: Southeast Isles (Las Olas Isles, Venice Isle and Rio Vista) Tidal and Stormwater Improvements

Project Summary: The Southeast Isles (Las Olas Isles, Venice Isle and Rio Vista) Tidal and Stormwater Improvements Project would provide tidal flooding relief to the neighborhoods located in the southeast portion of Fort Lauderdale as well as additional stormwater infrastructure improvements to address stormwater flooding.

Project Location: The Las Olas Isles, Venice Isle and Rio Vista are located in City of Fort Lauderdale, Broward County.

Task 1:

Title: Topographic surveys

Description:

Conduct topographic surveys of the project areas, including location of all utilities (underground and overhead) with emphasis to all stormwater infrastructure. The surveys shall depict detailed information of all existing infrastructure (storm, water, sewer, forcemain and utility lines-- internet cable, ATT, FPL, Teco Gas and Bellsouth among others). Surveys shall also include all information related to the storm outfalls serving the project areas, including pipe sizes, materials, invert elevations, bottom of structure elevations, diameter of pipes, outfall invert elevations (at seawalls or bulkheads). Lastly, surveys shall show the location of utility easements for the existing storm infrastructure and/or identify the need to obtain such easements when non-present.

Deliverables: Provide one signed and sealed topographic surveys of each project area and the electronic files in .pdf format, utilizing NAVD88 datum.

Performance Measures: The Department's Technical Grant Manager will review the survey package and subcontract to ensure they were completed in accordance with the task description.

Timeline: The period of Performance to complete work for task 1 is 60 days and the Due Date for submission of task 1 Deliverables is April 2015.

Budget Narrative: There are no costs to the Department for this task. This work was performed by the grantee at its own expense.

Task 2:

Title: Design Development

Description: The selected consultant shall prepare engineering design plans and construction documents to allow the City to bid out the project. Task 2 scope of work includes:

- Create engineering reports, drawings, cross sections, profiles and details as needed to show the proper installation of forty-eight (48) new inline checkmate tidal control valves at the existing storm outfall pipes serving the project area. Engineering plans must comply to all City Standards and specifications (typical).
- Show necessary storm drainage improvements to the existing storm outfall pipes, catch basins, storm manholes and swales, or other storm conveyance systems, as necessary for the proper functioning of the new tidal control valves.
- Create the necessary engineering drawings, cross sections, profiles and details as needed to show the proper installation of forty-eight (48) pollution retardant baffles at the existing storm outfalls serving the project area to provide pollution reduction of storm runoff into the canals and protect the valves from debris that may get stuck in the valves and leave them opened.
- Installation of aluminum manatee grates at the seawall side of the storm outfalls pipes for all storm outfall pipes greater than eighteen (18) inches in diameter.
- Show all necessary restoration work (asphalt pavement and concrete sidewalks, valley gutters or curb and gutters) as needed for the proper functioning of the new tidal control valves and storm basins.
- This task includes meeting all applicable environmental regulations by County and State agencies as well as conforming to City's construction methods, best management practices and specifications.

DEP Agreement No. S0740, Attachment A, Page 1 of 3

Deliverables:

- Signed and sealed engineering drawings and construction specifications by a professional civil engineer registered in the State of Florida to allow the City to bid out the construction of the project.
- All electronic files of all the engineering drawings in .pdf format, engineering reports, and all supporting documentation needed to complete the engineering drawings.

Performance Measures: The Department Grant Manager will review the construction drawings, approved permits and bid documents to ensure for their completeness and compliance with state and federal laws specific to the agreement.

Timeline: Consultant shall deliver final construction plans to the City after 60 work days of receiving Notice to Proceed on the Task Order. Estimated Completion Date September 2015.

Budget Narrative:

Salaries: Project Management by City (\$48,000) to cover project managers at an hourly rate of \$127/Hour.

Contractual: Consultant Fees (\$96,000) for design

| Task 2 Budget by Category | DEP Funds |
|----------------------------------|------------------|
| Contractual | \$ 96,000 |
| TOTAL FOR TASK 2 | \$ 96,000 |

Task 3:

Title: Construction of Improvements

Description: Construction of approximately 48 tidal control valves, 48 pollutant retardant baffles and associated stormwater infrastructure improvements, asphalt pavement and concrete restoration work. The construction also includes the proper installation of aluminum manatee grates on the storm outfalls at the canal side for outfalls greater than 18 inches in diameter. Contractor shall remove existing storm infrastructure as noted on plans as well as make all necessary restoration work to bring construction work areas back to original or better condition per City standards and specifications. The City will provide construction management services. A quarterly progress report will be submitted to the Department Grant Manager to update them on status of each task and the overall project, as a way to describe any issues or delays encountered or if everything is on target.

Deliverables: As-built certification and Signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design and acceptance of the completed project by the grantee. Files shall be submitted in .pdf format.

Performance Measures: The Department Grant Manager will review the copies of completion certification, as built and photographs to verify that constructions have been completed in accordance with the approved plans.

Timeline: Contractor shall deliver the final construction of the project to the City after 120 work days of receiving Notice to Proceed on the Task Order. Estimated Completion Date March 2016.

Budget Narrative:

Salaries: Construction Management by City (\$96,000) to cover construction managers at an hourly rate of \$127/Hour.

| | |
|--|-------------------|
| Contractual: Construction (\$960,000) | |
| Task 3 Budget by Category | DEP Funds |
| Contractual | \$ 604,000 |
| TOTAL FOR TASK 3 | \$ 604,000 |

TOTAL PROJECT BUDGET

| | |
|--|------------------|
| Category Totals | DEP Funds |
| Contractual Consultant Total: | \$96,000 |
| Construction Total (\$960,000): | \$604,000 |
| Total Project Cost (\$1,241,600): | \$700,000 |

PROJECT LOCATION AND WATERSHED CHARACTERISTICS: The project is located in the southeast area of the City of Fort Lauderdale. The watershed characteristics are residential streets surrounded by canals. Most of the streets lack water quality measures prior to the outfalls, such as pollution retardant baffles, which reduce pollutants from entering the canals. At the same time during high tide, tidal flooding occurs at the streets through the stormwater outfall pipes, killing street landscaping due seawater and bringing rotten smells from the canals to the residential streets.

Size of Project Impact: The approximate size of the project impact is 256 Ac

Size of Area Being Treated: (153 Ac for Las Olas Isles; 100 Ac for Rio Vista and 3 Ac for Venice Isles)

Latitude (decimal degrees): 26.116°

Longitude (decimal degrees): -80.122°

Impaired Water Body Affected: The impaired waterbodies are the Las Olas Finger Canals surrounding the neighborhoods.

TMDL Status and Name: No TMDL.

TMDL Impairment: No TMDL.

Impairments To Be Addressed by Project: The installation of pollution retardant baffles, tidal backflow valves and other best management practices will reduce nutrients, total suspended solids, and oils and greases from percolating into the aquifer and directly discharging into the Las Olas Finger Canals.

BMAP Status and Name: No BMAP

Estimated Load Reductions from Project Implementation:

TP removal (lb/year): TP removal (%):

TN removal (lb/year): TN removal (%):

TSS removal (lb/year): TSS removal (%):

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____
Mailing Address: _____

Grantee's Grant Manager: _____
Payment Request No.: _____

DEP Agreement No.: S0740
Date Of Request: _____

Performance
Period: _____

Task/Deliverable Amount
Requested: \$ _____

Task/Deliverable
No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

| CATEGORY OF EXPENDITURE | AMOUNT OF THIS REQUEST | TOTAL CUMULATIVE PAYMENT REQUESTS | MATCHING FUNDS | TOTAL CUMULATIVE MATCHING FUNDS |
|---|------------------------|-----------------------------------|----------------|---------------------------------|
| Salaries | SN/A | SN/A | SN/A | SN/A |
| Fringe Benefits | SN/A | SN/A | SN/A | SN/A |
| Travel (if authorized) | SN/A | SN/A | SN/A | SN/A |
| Subcontracting: | | | | |
| Contractual | \$ | \$ | SN/A | SN/A |
| Construction | \$ | \$ | SN/A | SN/A |
| Equipment Purchases | SN/A | SN/A | SN/A | SN/A |
| Supplies/Other Expenses | \$ N/A | \$ N/A | SN/A | SN/A |
| Land | SN/A | SN/A | SN/A | SN/A |
| Indirect | SN/A | SN/A | SN/A | SN/A |
| TOTAL AMOUNT | \$ | \$ | SN/A | SN/A |
| TOTAL TASK/DELIVERABLE BUDGET AMOUNT | \$ | | SN/A | |
| Less Total Cumulative Payment Requests of: | \$ | | SN/A | |
| TOTAL REMAINING IN TASK | \$ | | SN/A | |

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

| | |
|-------------------------------------|------------------------|
| _____ | _____ |
| Grantee's Grant Manager's Signature | Grantee's Fiscal Agent |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Telephone Number | Telephone Number |

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

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

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

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

DATE OF REQUEST: This is the date you are submitting the request.

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

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

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

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

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

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

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

| Federal Program Number | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|------------------------|----------------|-------------|------------|----------------|------------------------------|
| | | | | | |
| | | | | | |

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

| Federal Program Number | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|------------------------|----------------|------|------------|----------------|------------------------------|
| | | | | | |
| | | | | | |

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

| State Program Number | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
|----------------------|---------------------------------------|-------------------|-------------|---|---------------------|------------------------------|
| Original Agreement | General Revenue Fund, Line Item 1668A | 2014-2015 | 37.039 | Statewide Surface Water Restoration and Wastewater Projects | \$700,000.00 | 140047 |
| Total Award | | | | | \$700,000.00 | |

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



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

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
L.T. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

September 29, 2014

Ms. Jaclyn N. Meli
Grants Administration and Compliance Officer
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, Florida 33301

Dear Ms. Meli:

Enclosed please find two originals of the Florida Department of Environmental Protection Grant Agreement for the Ft. Lauderdale *Southeast Isles Neighborhood Tidal Valve and Stormwater Upgrade*, DEP Grant Agreement No. S0740.

Please do not make any changes to the original documents.

Please have both originals signed by the appropriate representative(s) with authority to execute this contract. Upon signing, please return both originals of the executed contract to me at the following address:

Mike Thomas
Florida Department of Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

Upon receipt of the originals, the Department will counter sign and mail you an original version for your records. If you have any questions, please call me at (850) 245-7513 or email me at michael.thomas@dep.state.fl.us. I look forward to working with you on this project.

Sincerely,

Mike Thomas, Professional Engineer III
Nonpoint Source Management Section

MT/hp
Enclosures