

To: The Honorable Mayor and Council Members

From: Alberto Destrade, Purchasing Director 

Date: December 13, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT, BETWEEN THE CITY OF NORTH MIAMI AND R. J. BEHAR & COMPANY, INC., TO PROVIDE WATER RESOURCES AND STORMWATER DESIGN SERVICES FOR THE TRESSLER STREET DRAINAGE IMPROVEMENTS PROJECT UNDER A GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT A COST NOT TO EXCEED FIFTY SEVEN THOUSAND SIX HUNDRED FIFTY EIGHT DOLLARS AND THIRTY-TWO CENTS (\$57,658.32), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR QUALIFICATIONS # 12-14-15, CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

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**RECOMMENDATION**

Staff is requesting that the Mayor and City Council authorize the City Manager and City Attorney to finalize and execute an agreement with the consulting firm of R.J. Behar & Company (RJ Behar) to provide the City with engineering and planning design services for the Tressler Street (N.E. 17<sup>th</sup> Avenue) drainage improvements project, located between N.E. 16<sup>th</sup> Avenue and N.E. 135<sup>th</sup> Street, at a not-to-exceed fee of \$57,658.32.

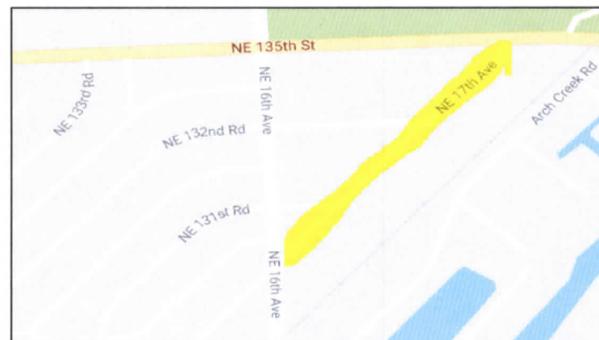
**BACKGROUND**

On March 24, 2015, the City issued "Request for Qualifications (RFQ) 12-14-15 "Continuing Architectural and Engineering Services" (Solicitation) in accordance with the Consultants Competitive Negotiation Act (CCNA) for the purpose of retaining experienced, licensed, and insured architectural and engineering firms to provide on a continuing , as needed when-needed basis, the following professional services categories: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering.

In response to this Solicitation, R.J. Behar submitted its qualifications to provide "Water Resources/Stormwater Design Services" and was selected and included on the list of pre-qualified CCNA firms by the City Council on June 9, 2015 through Resolution No. 2015-R-52. As a result, staff assigned this project to RJ Behar and negotiated terms and conditions for the following scope of work.

### **SCOPE OF WORK**

The City has been awarded a grant from the State of Florida’s Department of Environmental Protection (FDEP) in order to make improvements to the City’s Tressler Street drainage system, within the Arch Creek North/Arch Creek South Drainage Area, in accordance with the recommendations adopted in the City’s Stormwater Master Plan. The proposed improvements will include upgrades to the existing drainage infrastructure by installing exfiltration trenches, piping, new catch basin structures, re-grading of swale areas, replacement of existing catch basins, swale retrofit and other recommended improvements.



Location Map  
Tressler Street (N.E. 17th Avenue) Drainage Improvements Project  
(Between N.E. 19th Avenue and N.E. 135th Street)

The goal of this project is to eliminate flooding for 25-year critical events and to reduce 100-year critical events for the surrounding community. Moreover, these improvements will also help to reduce the pollutant outflow to the Arch Creek Canal and ultimately Biscayne Bay by reducing the volume of stormwater runoff into these bodies of water and significantly lower the flooding and potential health risks in the target area.

RJ Behar shall provide the City with engineering and planning design services to include, but not limited to, field data collection, drainage analysis and report, surveys and plan preparations, technical specifications, construction cost estimates, utility coordination and progress meetings, permitting, and bidding assistance for the construction phase of the project.

Given the above, staff recommends award of a contract to RJ Behar to provide engineering consulting services for the Tressler Street drainage improvements project at a not-to-exceed fee of \$57,658.32, with the successful completion of their services to be accomplished within ten (10) months from issuance on the City’s notice to proceed.

### **FUNDING SOURCE**

Funding for this work shall be from a grant received from the State of Florida’s Department of Environmental Protection.

### **ATTACHMENTS**

- Resolution
- Resolution No. 2015-R-52
- R.J. Behar & Company – Final Proposal
- FDEP Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND R. J. BEHAR & COMPANY, INC., TO PROVIDE WATER RESOURCES AND STORMWATER DESIGN SERVICES FOR THE TRESSLER STREET DRAINAGE IMPROVEMENTS PROJECT UNDER A GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT A COST NOT TO EXCEED FIFTY-SEVEN THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY-TWO CENTS (\$57,658.32), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR QUALIFICATIONS # 12-14-15, CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on March 24, 2015, the City of North Miami (“City”) issued *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services* (“RFQ”), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when-needed contract basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

**WHEREAS**, the RFQ was undertaken in accordance with Florida’s Consultants’ Competitive Negotiation Act, under Section 287.055, Florida Statutes (2015); and

**WHEREAS**, in response to the RFQ, the firm of R. J. Behar & Company, Inc., (“Contractor”) submitted its sealed qualifications for the provision of Water Resources and Stormwater Design Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

**WHEREAS**, on June 9, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-52, approving the selection of Contractor for the provision of Water Resources and Stormwater Design Services on a continuing, as-needed when-needed contract basis; and

**WHEREAS**, City administration has identified the need for Water Resources and Stormwater Design Services for the Tressler Street Drainage Improvements Project under a grant from the Florida Department of Environmental Protection, at a cost not to exceed Fifty-Seven Thousand Six Hundred Fifty-Eight Dollars and Thirty-Two Cents (\$57,658.32), in accordance with the terms and conditions of the RFQ and Contractor's proposal dated November 14, 2016 ("Services"); and

**WHEREAS**, Services will include, but shall not be limited to the following tasks and deliverables: 1) field review, 2) data collection, 3) drainage analysis and report, 4) preparation of plans, 5) estimates of probable cost, 6) technical specifications, 7) utility coordination and utility meeting, 8) progress meetings, 9) permitting, 10) bidding assistance, 11) survey, 12) subsurface utility engineering and geotechnical services; and

**WHEREAS**, Services will be completed by Contractor within ten (10) months from the City's issuance of a Notice to Proceed; and

**WHEREAS**, the City administration respectfully requests that the Mayor and City Council authorize the City Manager and City Attorney to negotiate and execute a Professional Services Agreement for the provision of the aforementioned Services, for the completion of an important serving to improve the public health, safety and welfare.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute a Professional Services Agreement between the City of North Miami and R. J. Behar & Company, Inc., to provide Water Resources and Stormwater Design Services for the Tressler Street Drainage Improvements Project under a grant from the Florida Department of Environmental Protection at a cost not to exceed Fifty-Seven Thousand Six Hundred Fifty-Eight Dollars and Thirty-Two Cents (\$57,658.32), in accordance with the terms, conditions and

specifications contained in the *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services.*

**Section 2. Effective Date.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

RESOLUTION NO. 2015-R-52

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF PROFESSIONAL CONTRACTORS FOR THE PROVISION OF ARCHITECTURAL AND ENGINEERING SERVICES ON A CONTINUING CONTRACT BASIS WITH THE CITY OF NORTH MIAMI, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 12-14-15 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City of North Miami (“City”) desires to have a pool of professional firms ready to serve as contractors to provide the City with Architectural and Engineering related services on a continuing contract basis; and

**WHEREAS**, on March 24, 2015, the City issued *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services* (“RFQ”), for the purpose of retaining experienced, licensed, and insured architectural and engineering firms to provide on a continuing, as-needed when-needed contract basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering (collectively referred to herein as “Services”); and

**WHEREAS**, the RFQ was undertaken in accordance with Florida’s Consultants’ Competitive Negotiation Act, under Section 287.055, Florida Statutes (2014); and

**WHEREAS**, in response to the RFQ, the City administration received many qualifications which were evaluated for the most qualified firms to provide the Services; and

**WHEREAS**, the City administration has prepared a list (attached hereto as “Exhibit A”) representing those firms whose qualifications and references demonstrated to be the most advantageous to the City; and

**WHEREAS**, the City administration respectfully requests that the Mayor and City Council approve the selection of firms for the provision of Services, pursuant to the terms, conditions and specifications contained in the RFQ.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of professional contractors (attached hereto as "Exhibit A") for the provision of Architectural and Engineering Services on a continuing contract basis with the City of North Miami, pursuant to *Request for Qualifications No. 12-14-15 Continuing Architectural and Engineering Services.*

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

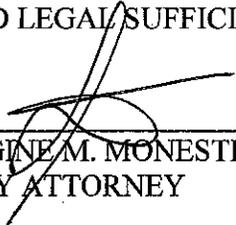
**PASSED AND ADOPTED** by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 9th day of June, 2015.

  
\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

  
\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
REGINE M. MONESTIME, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Bien-Aime

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Carol Keys, Esq.  
Councilman Scott Galvin  
Councilman Philippe Bien-Aime  
Councilman Alix Desulme

<u>  X  </u>	(Yes)	<u>      </u>	(No)
<u>  X  </u>	(Yes)	<u>      </u>	(No)
<u>  X  </u>	(Yes)	<u>      </u>	(No)
<u>  X  </u>	(Yes)	<u>      </u>	(No)
<u>  X  </u>	(Yes)	<u>      </u>	(No)



November 14, 2016

Shenise Truesdell, MPA  
Purchasing Department  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

**RE: Request for Proposals  
Tressler Street (NE 17th Avenue) Drainage Improvements**

Dear Ms. Truesdell:

**R. J. Behar & Company, Inc.**, (RJ Behar) is most pleased to submit this revised response to your Request for Proposals to serve the City of North Miami with engineering services for the Tressler Street (NE 17th Avenue) Drainage Improvements Project. We are complementing our team with **F.R. Aleman & Associates, Inc.**, who will provide subsurface utility engineering (SUE) on as needed basis, and **Langan Engineering, Inc.**, who will provide geotechnical investigations and report.

Thank you for contacting us for this project. We look forward to continuing our working relationship with the City of North Miami. Please do not hesitate to contact me if you have any questions regarding the proposal.

Sincerely,  
**R. J. BEHAR & COMPANY, INC.**

A handwritten signature in blue ink that reads "Juan H. Vazquez". The signature is fluid and cursive, with the first and last names being the most prominent.

**Juan H. Vazquez, P.E., P.H., B.C.E.E.**  
Vice President

## SCOPE OF SERVICES

### Proposal For Tressler Street (NE 17th Ave.) Drainage Improvements Design Services 10/27/16

#### I. Introduction

The City of North Miami completed a comprehensive Stormwater Master Plan (SWMP) update in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Drainage improvements for Tressler Street, part of the Arch Creek North/Arch Creek South Drainage Area, were identified as one of the top priorities.

The City of North Miami has contacted RJ Behar to provide design services that will upgrade the existing infrastructure along Tressler Street, within the Arch Creek North/Arch Creek South Drainage Area, to the recommendations provided in the City's Stormwater Master Plan. The subject improvements will generally include upgrading existing drainage infrastructure by installing exfiltration trenches, solid piping, installation of new catch basin structures with baffles, regrading of swale areas, replacement of existing hand built catch basins, swale retrofit, and other Best Management Practices (BMPs) along Tressler Street. The proposed improvements will aim at eliminating flooding for 25-year critical events and reduce 100-year critical events. Also, it will help reduce the pollutant loading to the Arch Creek Canal, and ultimately Biscayne Bay, by reducing the volume of stormwater runoff into these water bodies and reduce the flooding and potential health risks in the target area.

#### II. Scope of Work

##### 1. Field Review

Field visits will be required to refine the scope of the improvements. This task will consist of a review of the site and documenting existing conditions with photos and notes. Two field reviews are anticipated to complete design of specific items that may be in conflict with the proposed design. These may include mailboxes, driveways, landscaping, etc. One visit is expected at the beginning of the project and another with plans in hand prior to the final plans submittal.

##### 2. Data Collection

Research should be conducted to review the project's existing records including the City's SWMP. The research efforts involve telephone conversations and meetings with agency staff, as well as reviewing record drawings and obtaining stormwater and utility atlases. Information will be collected from the City and Miami-Dade County.

##### 3. Drainage Analysis and Report

RJ Behar will also perform calculations necessary for a final design of the collection system, French drains, including final locations of inlets, stormsewers, exfiltration systems and outfalls. RJ Behar will prepare a report documenting the analyses performed, drainage criteria used, permitting requirements, drainage improvements, figures and schematics, and discussion of the results. The report should identify the improvements that could be implemented to improve existing conditions. The report will be used for permitting purposes.

#### **4. Plans Preparation**

Final designs and plans will be prepared based on the results of our field reviews, analyses, and discussions with the City's Staff. RJ Behar shall prepare preliminary plans (60%), 90% and final plans (100%) of the proposed improvements and submit to the City for review and approval.

The following is a preliminary list of drawings:

- Key Sheet
- General Notes
- Plan and Profiles
- Miscellaneous Details
- Drainage Cross Sections
- Quantity Sheet
- Erosion and Sediment Control Details

Roadway Restoration: RJ Behar shall incorporate into the design all necessary components of roadway and swale restoration. The City of North Miami, Florida Department of Transportation (FDOT) and Miami-Dade County Public Work's standards will be used as guidelines.

#### **5. Estimates of Probable Cost**

RJ Behar will provide an Engineer's Opinion of Probable Cost at 60% and another final one with the final signed and sealed plans to use for comparison with the bids from contractors. The cost estimate shall include a detailed tabulation of all portions of the project.

#### **6. Technical Specifications**

RJ Behar shall prepare technical specifications in relation to the final design components. Erosion and sediment control methods, pollution prevention precautions, and road restoration construction will be included by standard specifications. The specifications package will follow either the Construction Specifications Institute (CSI) format or FDOT Standard Specifications with modifications necessary to convey requirements for the materials and products selected.

#### **7. Utility Coordination and Utility Meeting**

- a. Utility Coordination: A design ticket will be requested from Sunshine One Call. All of the utilities identified on the ticket will be contacted and atlases for the utilities' facilities in the area will be solicited. The information from the utilities will be included in the drawings. The possible locations for soft digs will be determined at identified possible conflicts. This task includes follow up with the utility companies to coordinate and resolve any possible conflicts.
- b. Utility Meeting: Attend one utility coordination meeting with all utilities to go over conflicts and relocations.

#### **8. Progress Meetings**

Three progress meetings are expected for the project; the kick-off meeting and at each major submittal to discuss scope, progress and City comments. Minutes will be prepared outlining the major items and decisions discussed at the meetings.

### **9. Permitting**

RJ Behar shall be responsible for preparing and processing documents for permitting and assisting in obtaining approval from agencies having jurisdiction. It is recognized by the City that the period for obtaining permits is beyond the control of RJ Behar except for issues concerning RJ Behar's ability to respond to permitting agency requests for information. Permits expected include the Miami-Dade County Department of Regulatory and Economic Resources.

### **10. Bidding Assistance**

RJ Behar shall provide plans and specifications to the City for distribution to contractors. The City will provide the front end documents. These will be reviewed for consistency with the technical specifications. RJ Behar shall respond to requests for information (RFI's) and review all bids for competency as requested by the City.

- a. Meetings: Pre-bid meeting(s) will be attended.
- b. Addendums: RJ Behar shall prepare all necessary responses to RFI's to answer questions posed by contractors.
- c. Bid Review and Analysis: RJ Behar shall review all bids for competency as requested by the City and provide recommendations, including the basis for the recommendations.

### **11. Survey**

The City has provided the topographic survey for the project. The City shall provide the Cadd and electronic files of the survey.

### **12. Subsurface Utility Engineering (SUE)**

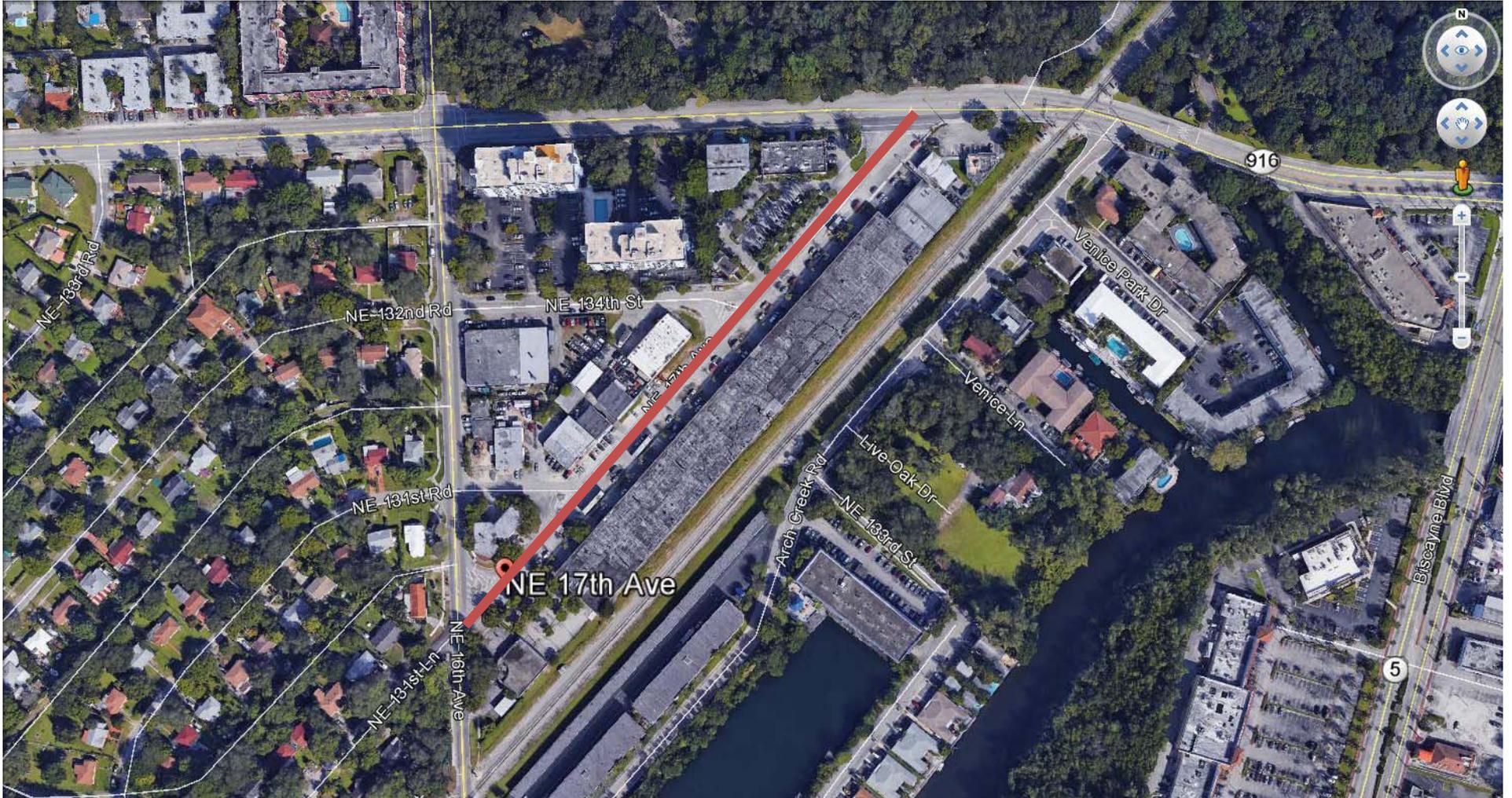
See proposal from F.R. Aleman & Associates, Inc. This task will be used on an as-needed basis.

### **13. Geotechnical**

See proposal from Langan Engineering.

### **Notes:**

The City may elect to provide the location of City owned existing utilities.



Project Limits

# Tressler Street (NE 17<sup>th</sup> Avenue) Drainage Improvements City of North Miami

**FEE PROPOSAL SUMMARY**  
**R.J. BEHAR & COMPANY**  
**PROJECT DESCRIPTION: TRESSLER ST (NE 17 AVENUE) DRAINAGE IMPROVEMENTS**

ACTIVITY	PRINCIPAL		PROJECT MANAGER		PROJECT ENGINEER		DESIGNER				MANHOURS BY ACTIVITY	TOTAL COST BY ACTIVITY
	\$ 68.89	2.9	\$ 44.23	2.9	\$ 26.25	2.9	\$ 29.78	2.9	STAFF HOURS	HOURLY RATE		
	STAFF HOURS	\$ 199.78 HOURLY RATE	STAFF HOURS	\$ 128.27 HOURLY RATE	STAFF HOURS	\$ 76.13 HOURLY RATE	STAFF HOURS	\$ 86.36 HOURLY RATE	STAFF HOURS	HOURLY RATE		
Field Visits (2 visits)	0	\$ -	4.0	\$ 513.07	4.0	\$ 304.50	0.0	\$ -		\$ -	8	\$ 817.57
Data Collection	0	\$ -	2.0	\$ 256.53	6.0	\$ 456.75	0.0	\$ -		\$ -	8	\$ 713.28
Drainage Analysis	2	\$ 399.56	19.0	\$ 2,437.07	11.0	\$ 837.38	0.0	\$ -		\$ -	32	\$ 3,674.01
Drainage Report	2	\$ 399.56	4.0	\$ 513.07	6.0	\$ 456.75	4.0	\$ 345.45		\$ -	16	\$ 1,714.83
Key Sheet	0	\$ -	1.0	\$ 128.27	3.0	\$ 228.38	2.0	\$ 172.72		\$ -	6	\$ 529.37
General Notes (1 sheet)	2	\$ 399.56	1.0	\$ 128.27	4.0	\$ 304.50	5.0	\$ 431.81		\$ -	12	\$ 1,264.14
Plan and Profiles (2 sheets)	4	\$ 799.12	2.0	\$ 256.53	11.0	\$ 837.38	15.0	\$ 1,295.43		\$ -	32	\$ 3,188.46
Miscellaneous Details (2 sheets)	2	\$ 399.56	1.0	\$ 128.27	8.0	\$ 609.00	13.0	\$ 1,122.71		\$ -	24	\$ 2,259.54
Drainage Cross Sections (8 sheets)	2	\$ 399.56	2.0	\$ 256.53	14.0	\$ 1,065.75	22.0	\$ 1,899.96		\$ -	40	\$ 3,621.81
Erosion control details (2 sheets)	2	\$ 399.56	1.0	\$ 128.27	6.0	\$ 456.75	7.0	\$ 604.53		\$ -	16	\$ 1,589.11
Quantity Sheet (1 sheets)	1	\$ 199.78	1.0	\$ 128.27	4.0	\$ 304.50	6.0	\$ 518.17		\$ -	12	\$ 1,150.72
Cost Estimate	1	\$ 199.78	1.0	\$ 128.27	4.0	\$ 304.50	6.0	\$ 518.17		\$ -	12	\$ 1,150.72
Specifications	2	\$ 399.56	1.0	\$ 128.27	8.0	\$ 609.00	13.0	\$ 1,122.71		\$ -	24	\$ 2,259.54
Utility Coordination	0	\$ -	1.0	\$ 128.27	7.0	\$ 532.88	12.0	\$ 1,036.34		\$ -	20	\$ 1,697.49
Utility Meeting	0	\$ -	4.0	\$ 513.07	4.0	\$ 304.50	0.0	\$ -		\$ -	8	\$ 817.57
Progress Meetings (3 meetings)	12	\$ 2,397.37	12.0	\$ 1,539.20	0.0	\$ -	0.0	\$ -		\$ -	24	\$ 3,936.58
Permitting	2	\$ 399.56	6.0	\$ 769.60	14.0	\$ 1,065.75	18.0	\$ 1,554.52		\$ -	40	\$ 3,789.43
Bid Assistance	2	\$ 399.56	3.0	\$ 384.80	21.0	\$ 1,598.63	34.0	\$ 2,936.31		\$ -	60	\$ 5,319.30
												\$ -
<b>TOTAL</b>	<b>36</b>	<b>\$ 7,192.12</b>	<b>66</b>	<b>\$ 8,465.62</b>	<b>135</b>	<b>\$ 10,276.88</b>	<b>157</b>	<b>\$ 13,558.83</b>	<b>0</b>	<b>\$ -</b>	<b>394</b>	<b>\$ 39,493.45</b>
<b>LABOR FEE</b>												<b>\$ 39,493.45</b>
<b>DIRECT REIMBURSABLES - travel, parking, printing (L.S. @ 2.0%)</b>												<b>\$ 789.87</b>
<b>SUBCONSULTANTS</b>												
<b>GEOTECHNICAL</b>												<b>\$ 11,000.00</b>
<b>SUBTOTAL</b>												<b>\$ 51,283.32</b>
<b>UTILITY LOCATES</b>												<b>\$ 6,375.00</b>
<b>TOTAL:</b>												<b>\$ 57,658.32</b>

- Assumptions:  
1 - 2 plan and profile sheets @ 30 scale  
2 - Approximately 16 drainage structures  
3 - Closed System w/o outfall  
4 - Permit fees to be paid by City

Revised 11 November 2016  
31 October 2016

Juan Vazquez, PE, PH, BCEE  
Vice President  
RJ Behar & Company, Inc.  
6861 SW 196<sup>th</sup> Street, Suite 302  
Pembroke Pines, FL 33332

**RE: Proposal for Geotechnical Engineering Study  
Tressler Street Drainage Improvements from NE 16<sup>th</sup> Avenue to NE 135<sup>th</sup> Street  
North Miami, Florida  
Langan Project Number: 001000118**

Dear Juan:

Langan Engineering and Environmental Services, Inc. (Langan) is pleased to submit this proposal to RJ Behar & Company ("the Client") to perform a Geotechnical Engineering Study for the proposed Tressler Street drainage improvements ("the Project") between NE 16<sup>th</sup> Avenue and NE 135<sup>th</sup> Street in North Miami, Florida. This proposal is based on the basic project description provided to Langan by the Client and observations made during a site visit.

**SITE AND PROJECT DESCRIPTION**

The project is located along Tressler Street, between NE 16<sup>th</sup> Avenue and NE 135<sup>th</sup> Street in North Miami, Florida. It is our understanding that the drainage improvement project along this section of road will include regrading of swales, the installation of new french drains and the installation of new solid pipes.

A site visit was performed prior to submitting this proposal in order to preliminarily evaluate the access associated with the site. It appears that there are numerous areas on the perimeter of Tressler Street where the borings and percolation tests could be performed, but assistance will be necessary with the property owners because the areas for the study appear to be heavily used for parking of vehicles and trailers. If this proposal is approved, we suggest that a follow-up site visit be coordinated in order to fully understand any access issues that would need to be resolved prior to mobilizing the drilling equipment.

**BASIC SCOPE OF WORK**

Our basic scope of work is anticipated to include (1) performing a field investigation consisting of drilling borings and performing standard penetration test borings, (2) performing engineering evaluations and analyses, and (3) preparing a geotechnical engineering study report providing recommendations for the proposed drainage improvements.

### **Field Investigation**

The subsurface investigation will include four 10 to 15 ft deep borings and two percolation tests along the perimeter grass and dirt-covered areas along Tressler Street. The percolation tests will include measurements at both 10 ft and 15 ft depths.

Standard Penetration Tests (SPT) will be typically done continuously in the upper 10 feet of each boring and at 5 foot intervals thereafter. The SPT provides index values (N-values) from which the density, compressibility and other engineering parameters of the subsurface layers can be inferred. Samples of the subsurface materials for visual classification and laboratory index property testing (if deemed necessary) will be obtained.

We will perform laboratory natural water content determinations on selected organic or soft cohesive soil samples, if encountered. We do not anticipate that rock coring would be required.

In addition to the SPT borings, our field investigation will include percolation testing at two locations. The percolation tests will include testing at 10 and 15 ft depths, and will be performed in accordance with the usual open-hole South Florida Water Management District procedures.

All subsurface investigation work will be done by a specialty drilling subcontractor. All subsurface investigation work will be performed during the presence of one of our field representatives. Our representative will layout the borings/percolation tests, confirm that the work is performed in accordance with the applicable standards, and examine and log the soil and rock samples obtained from the borings.

Prior to drilling, we will contact Sunshine State One-Call to arrange for them to mark-out the locations of known active public underground utilities. Additionally, we request that any available utility plans for the site area be provided to us prior to the performance of the field investigation. Neither Langan, nor our drilling subcontractor, can be held responsible for impacts and damage to underground utilities not marked clearly in the field or properly shown on any utility drawings provided.

This proposal assumes that no special environmental drilling or decontamination procedures will be necessary to perform the geotechnical borings within the site. If special procedures are required to perform drilling on the site, additional costs may apply. Please note that this proposal is based on the field work being performed during week days and during normal work hours. Any site-specific requirements for night or overtime work may result in additional charges.

### **Engineering Evaluation and Report**

All relevant information and subsurface data obtained during these investigations will be analyzed and evaluated with respect to the proposed drainage improvements. We will provide recommendations for utility support, soil backfill requirements and other site preparation requirements (if necessary). We will present the results of our subsurface investigations, the results of our analyses and evaluations, and our recommendations in a geotechnical engineering study report.

### **Reimbursable Expenses**

Langan will incur reimbursable expenses throughout the performance of these services. The lump sum and estimated fees below include the anticipated reimbursable expenses.

### **PERMIT/MAINTENANCE OF TRAFFIC ALLOWANCE (IF NECESSARY)**

We will prepare the required permit application package to obtain permits from Miami-Dade County (if required) and the City of North Miami (if required) to perform the subsurface investigation work within their right-of-way. The permit application package is anticipated to include: (1) the completed application request forms; (2) a detailed plan indicating the scope of the proposed work, location of the proposed drilling; and (3) a proposed Maintenance of Traffic (MOT) plan to be implemented (if required) during the subsurface investigation work. Once complete, we will file the permit application(s) and follow up as necessary as to the status of the permit approval.

The actual amount of time that will be required for this task is unknown at this time; therefore the budget provided is only an allowance. We will notify you if we foresee during the execution of this task that additional time or fees will be required. If less time and fees are required, we will bill only for the actual time and expenses incurred.

### **FEES AND SCHEDULE**

Based on the above-described scope of work, a breakdown of our fees is provided below:

<b>Phase of Work</b>	<b>Fees</b>
Basic Scope of Work	\$8,500 (Lump Sum)
Permit/Maintenance of Traffic (if necessary)	\$2,500 (Allowance)

The lump sum fee for the basic scope of work will be billed upon completion of the geotechnical engineering study report, and includes the following breakdown:

1. Subcontracted drilling (\$3,000, including customary 15 percent markup)
2. Langan field presence for layout, public utility clearance and oversight of field work (\$2,500)
3. Langan report preparation (\$3,000)

If the work requires the processing of permits and/or the implementation of maintenance of traffic, the incurred time and costs associated with this additional service will be billed in accordance with the attached schedule of fees and general terms and conditions.

We can begin the field work approximately one to two weeks after obtaining your authorization and after obtaining utility clearance, if permits are not required. We anticipate the field work for the field investigation would take about 2 to 3 days to complete, and the engineering analyses, evaluations and preparation of the report another one to two weeks.

### **CLOSURE**

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. If we are to proceed, please return a signed copy of this proposal for our files. If you have any questions, please call us at (786) 264-7200.

Sincerely,  
**Langan Engineering and Environmental Services**



Carlos H. Ortiz, P.E.  
Senior Project Manager

cc: Cristina Gonzalez, P.E. / Langan

Enclosure: Schedule of Fees and General Terms and Conditions

**AUTHORIZATION**

**Receipt of this proposal, including the Schedule of Fees and General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.**

**Re: Langan Engineering and Environmental Services, Inc.  
Proposal for Geotechnical Engineering Study  
Tressler Street Drainage Improvements from NE 16<sup>th</sup> Ave to NE 135<sup>th</sup> St  
North Miami, Florida  
Langan Project No.: 001000118**

**Company:** \_\_\_\_\_ ("Client")

**By:** \_\_\_\_\_

**By/Title:** \_\_\_\_\_

**(Authorized representative)**

**Signature:** \_\_\_\_\_

# SCHEDULE OF FEES AND CONDITIONS

Effective 1 July 2015

BILLING CATEGORY	HOURLY BILLING RATE
Technicians/Word Processors/Technical Typists/Financial Analysts	81
Engineering Technicians/Inspectors, CADD and GIS Technicians	88
Assistant Staff Personnel	96
Staff Personnel – Level I	100
Staff Personnel Level II/Senior Engineers/Field Technicians	107
Staff Personnel- Level III	112
Senior Staff Personnel - Level I	130
Senior Staff Personnel - Level II	136
Senior Staff Personnel – Level III	141
Project Personnel – Level I	168
Project Personnel – Level II	176
Project Personnel – Level III	187
Senior Project Personnel – Level I	204
Senior Project Personnel – Level II	220
Associate/Senior Project Personnel – Level III	240
Senior Associate	265
Principal	290
Senior Principal	330

- Managing Principals and Senior Consultants are billed at \$380/hour.
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearance, depositions, etc. are billed at 1.5 times the above rates.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

## COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

CADD, GIS and Terrain Modeling Programs  
Engineering Programs/Digitizing

**Rate per Hour**

\$30

\$25

Our in-house plotting and reproduction usage is billed by media type on an area basis at the following rates:

Bond (Paper)  
Mylar (Film)  
Color (Paper)  
Color (Scanning)  
Color (Film)

**Cost per SF**

\$0.30

\$2.00

\$3.00

\$3.00

\$4.00

## SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

## SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including laboratory tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

## REIMBURSABLE EXPENSES

### PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

### IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$105.00 per box per month.

### HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. OVA's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

### OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates. Sampling vans are billed at daily rates plus mileage.

## TERMS

Invoices are payable within 30 days. Service charge of 1.0% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



**& Associates, Inc.**  
CONSULTING ENGINEERS & SURVEYORS

10305 NW 41 Street, Suite 200  
Miami, Florida 33178  
TEL: (305) 591-8777  
FAX: (305) 599-8749

CONSULTING ENGINEERS & SURVEYORS

[www.FR-Aleman.com](http://www.FR-Aleman.com)  
[Dennis.Stanton@fr-aleman.com](mailto:Dennis.Stanton@fr-aleman.com)

November 2, 2016

**R. J. BEHAR & COMPANY, INC.**  
**Attn: Mr. Juan H. Vazquez, P.E., PH, BCEE**  
6861 SW 196 Ave., Suite 302  
Pembroke Pines, FL 33332

**RE: Price Proposal for Locating Services. Drainage Improvements on Tressler Street (N.E. 17<sup>th</sup> Ave.) from N.E. 16<sup>th</sup> Ave. to N.E. 135<sup>th</sup> St., City of North Miami, Florida**

Dear Mr. Vazquez:

In accordance with your request, F.R. Aleman & Associates, Inc., (FRA) is pleased to submit our revised proposal to provide LOCATING, services to your company. Test hole reports will have survey information (station, offset and elevation). Three swing ties will be taken to three structures on the plans. The measurements on this project have been requested to be provided in tenths.

**F.R. ALEMAN & ASSOCIATES, INC.  
LOCATING / SURVEYING - PRICE PROPOSAL**

ITEM DESCRIPTION	QUANTITY	RATE	ITEM PRICE
Test Holes (Survey Included)	15 Test Holes	\$ 425.00 per / Test Hole	\$ 6,375.00
<b>TOTAL:</b>			<b>\$ 6,375.00</b>

FRA based this estimate on the scope provided above.

We are prepared to commence work immediately upon your issuance of a Letter of Authorization. Please do not hesitate to contact me if you have any questions regarding this estimate.

Very truly yours,

D.M. Stanton  
S.U.E. Director

<p><b>ACCEPTED AND AGREED:</b> <b>Client: R.J. BEHAR &amp; COMPANY, INC.</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

DEP AGREEMENT NO. LP13184

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), 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 NORTH MIAMI, whose address is 776 Northeast 125th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the North Miami Tressler Street Drainage Improvement project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

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

1. **TERMS OF AGREEMENT:**

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. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2020, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, 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. **FUNDING/CONSIDERATION/INVOICING:**

- 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 \$225,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
- i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
- ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable 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, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices 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) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- 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 spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, 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) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

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 (i.e., 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.
- 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). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F. 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. ANNUAL APPROPRIATION:

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. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

#### 5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled 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) calendar 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.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

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. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or 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 day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any

other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

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) calendar 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) calendar 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.

10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

- 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 1 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 1** 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 1**, 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 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, 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/Forms" 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. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. 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 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. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., 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. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

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.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

**17. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Mahnaz Massoudi, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2960
E-mail Address:	Mahnaz.massoudi@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Wisler Pierre-Louis, or Successor	
Public Works Director	
City of North Miami	
776 Northeast 125th Street	
North Miami, Florida 33161	
Telephone No.:	305-895-9830
Fax No.:	305-895-4658
E-mail Address:	PWisler@northmiamifl.gov

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said 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 for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any 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 proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000      Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000      Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. **CONFLICT OF INTEREST:**

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

20. **EQUIPMENT:**

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. **RESERVED:**

23. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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:**

Land acquisition is not authorized under the terms of this Agreement.

25. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. **PUBLIC RECORDS ACCESS:**

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

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

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

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

**27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

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

**28. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-

mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. **SEVERABILITY CLAUSE:**

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.

30. **ENTIRE AGREEMENT:**

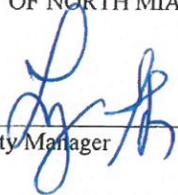
This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement,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

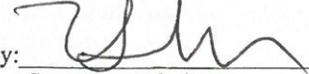
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF NORTH MIAMI

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
City Manager

By:   
Secretary or designee

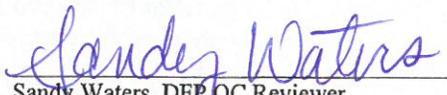
Larry M. Spring, Jr.  
Print Name of Authorized Person

Trina Vielhauer, Director DWEA  
Print Name and Title of Authorized Person

Date: 8/8/16

Date: 8/10/16

  
Mahnaz Massoudi, DEP Grant Manager

  
Sandy Waters, DEP QC Reviewer

FEID No.: 59-6000390

\*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 (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 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>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>

## ATTACHMENT A GRANT WORK PLAN

**PROJECT TITLE:** North Miami Tressler Street Drainage Improvement

**PROJECT LOCATION:** The project will be located along Tressler Street (part of Arch Creek North/Arch Creek South drainage basin as defined by the CDM SMITH's September 2012 City of North Miami Stormwater Master Plan Update), within the City of North Miami in Miami-Dade County, Florida. See Attachment I for project location map.

**PROJECT BACKGROUND:** In September 2012, the City of North Miami (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) update in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Drainage improvements for Tressler Street, part of the Arch Creek North/Arch Creek South Drainage Area, were identified as one of the top priorities.

**PROJECT DESCRIPTION:** The Grantee will upgrade the existing infrastructure along Tressler Street, within the Arch Creek North/Arch Creek South Drainage Area, to the recommendations provided in the Grantee's Stormwater Master Plan. While subject to final engineering design, the proposed stormwater improvements consist of upgrading existing drainage infrastructure by installing approximately 800 Linear Feet (LF) of Exfiltration Trench, 1,100 LF of solid piping, the installation of new catch basin structures with baffles, regrading of swale areas, replacement of existing hand built catch basins, swale retrofit, and other Best Management Practices (BMPs) along Tressler Street. The proposed improvements will eliminate flooding for 25-year critical events and reduce 100 year critical events flooding by 50%. Also, it will help reduce the pollutant loading to the Arch Creek Canal, and ultimately Biscayne Bay, by reducing the volume of stormwater runoff into these water bodies and reduce the flooding and potential health risks in the target area. The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

### **TASKS and DELIVERABLES:**

#### **Task 1: Design and Permitting**

**Task Description:** The Grantee will procure professional services in accordance with state law. The Grantee will complete the design of the exfiltration system and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below:

**Deliverable 1a:** An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.

**Performance Standard:** The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1b:** An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.

**Performance Standard:** The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1c:** An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

**Performance Standard:** The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and, if needed, provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1d:** A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

**Performance Standard:** The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon Department approval of each associated task deliverable.

## **Task 2: Bidding and Contractor Selection**

**Task Description:** The Grantee will subcontract the construction of the Tressler Street Drainage Improvement project with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

**Deliverables:** Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; and 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

## **Task 3: Project Management**

**Task Description:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Deliverables:** Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress status summaries including summary of inspection(s), representative photos, meeting

minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

#### **Task 4: Construction**

**Task Description:** The Grantee will construct approximately 800 LF of Exfiltration Trench, 1,100 LF of solid piping, the installation of new catch basin structures with baffles, regrading of swale areas, replacement of existing hand built catch basins, swale retrofit, and other BMPs along Tressler Street. The construction must be in accordance with the final design and required permits.

**Deliverable 1a:** Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

**Performance Standard:** The Department's Grant Manager will review each submitted interim deliverable to verify that that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 1b:** Tressler Street Drainage Improvements constructed as described in this task, as evidenced by these final deliverables 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design, or

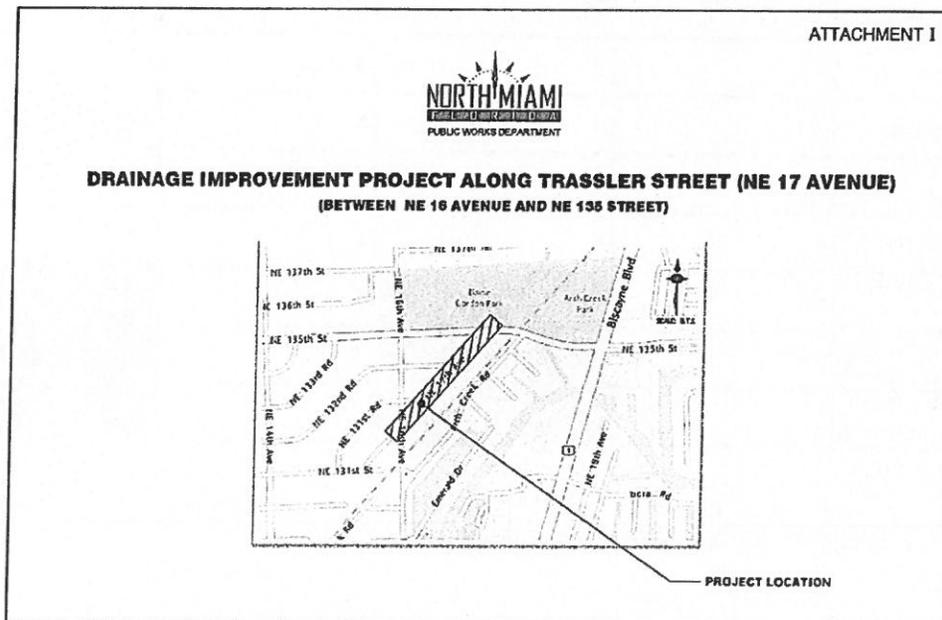
indicating that construction completed by the end of the funding has been completed in accordance with the design.

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

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by and all deliverables received by the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$36,000	07/01/2016	12/31/2017
2	Bidding & Contractor Selection	Contractual Services	\$2,250	07/01/2016	2/28/2018
3	Project Management	Contractual Services	\$22,500	07/01/2016	12/31/2019
4	Construction	Contractual Services	\$164,250	07/01/2016	12/31/2019
Total:			\$225,000		



**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. \_\_\_\_\_ DEP Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Performance Period (Start date - End date): \_\_\_\_\_

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable	Task Budget
Number(s): _____	Amount: \$ _____ -

**Grantee:**  
(Name & Mailing Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grantee Contact:**  
(Name & Phone) \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$		\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify 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 Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- 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 the Agreement.
- 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.

*Check all that apply:*

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

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

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

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

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

**DATE:** This is the date that you are submitting the payment request.

**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.:** Identify 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). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the

**TASK BUDGET AMOUNT:** List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**GRANTEE:** Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

**GRANTEE CONTACT:** List the name and telephone number for the Grantee's grant manager or other point of contact

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount 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 all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" 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" 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(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" 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(s) 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 BUDGET (ALL TASKS)*" 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*

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

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

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



## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to SRF. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

**Remit Payment Request by E-mail to:** [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

Cc: Department's Grant/Project Manager

Subject: Project Number\_Disbursement Number: example – LP14025\_Disb\_1

*Attachments:*

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**Mahnaz Massoudi 850-245-2960**  
[Mahnaz.massoudi@dep.state.fl.us](mailto:Mahnaz.massoudi@dep.state.fl.us)

## 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](http://www.fldfs.com/aadir/reference_guide.htm)

**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>	LP13184		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.  <b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b>  <b>Task 1:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP13184 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
 Signature of Grantee's Grant Manager

\_\_\_\_\_  
 Date

## 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, as revised, 2 CFR Part 200, Subpart F, 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 2 CFR Part 200, Subpart F, 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 (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F 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 [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, 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 1 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 \$750,000 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 \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.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 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) 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/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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](mailto: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](mailto: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](mailto: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, as revised, and 2 CFR Part 200, Subpart F, 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, as revised and 2 CFR Part 200, Subpart F, 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:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
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 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	225,000.00	140047
<b>Total Award</b>					<b>\$225,000.00</b>	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] 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.

