



## ADDENDUM NO. 1

Issue Date: November 26, 2019

Project Name: Jones Pier Wetland Restoration and Conservation Improvements

Bid Number: 2020017

Bid Opening Date: December 20, 2019

This addendum is being released to provide the pre-bid minutes. The information and documents contained in this addendum are hereby incorporated in the invitation to bid. **This addendum must be acknowledged where indicated on the bid form, or the bid will be declared non-responsive.**

### **Attachments:**

Pre-Bid Sign-In Sheet  
CPI Grant  
Geotechnical Reports  
ROW Permit  
Davis-Bacon Wage Requirements



# **Board of County Commissioners**

*1801 27th Street  
Vero Beach, Florida 32960-3365  
Telephone: (772) 567-8000  
Fax: (772) 778-9391*

---

## **MANDATORY PRE-BID MEETING MINUTES**

**NOVEMBER 21, 2019, 2:00 P.M.**

### **INDIAN RIVER COUNTY PARKS MAINTENANCE DIVISION**

5500 77<sup>TH</sup> Street, Vero Beach, FL 32967

### **JONES' PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS**

---

*The following meeting notes set forth our understanding of the discussions and decisions made at the subject meeting. If no objections, questions, additions, or comments are received within three (3) working days from issuance of the meeting notes, we will assume that our understandings are correct. The project will move forward according to the bid plans and specifications and the understandings herein.*

---

Project Name: JONES' PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS  
Bid Number: 202017

#### **INTRODUCTIONS / SIGN IN SHEET**

Attendance at this conference by all bidders was **MANDATORY**. No bidder arriving after the meeting began was allowed to sign in.

#### **PROJECT DESCRIPTION:**

The proposed improvements to the Jones' Pier Conservation Area include the construction of parking, restroom/pavilion, boardwalks, trails, and natural areas (wetland and upland), including all ancillary features associated with these amenities. The County will provide portions of the pump equipment, as specified in the bid documents, with all other appurtenances to be furnished by the Contractor. The County has contracted with a separate vendor to provide and install specific vegetation required for the 4-acre proposed saltmarsh, all other planting has been included in this bid and is the responsibility of the Contractor. The County will be responsible for the relocation of Florida gopher tortoises on site; these activities will be coordinated with the Contractor as appropriate.

**CONTRACT DETAILS**

Bid opening: Friday, December 20, 2019 at 2:00 PM

**CONTACTS BIDDING PROCESS**

All communications concerning this bid shall be directed to Indian River County Purchasing Division at [purchasing@ircgov.com](mailto:purchasing@ircgov.com).

**PROJECT CONSULTANTS:**

MBV Engineering, Inc.  
Carter Associates, Inc.  
Donadio & Associates, Architects, P.A.  
Dansco Engineering, LLC

**UTILITIES**

Florida Power and Light, Co.  
City of Vero Beach Utilities

**STAFF PRESENTATION**

- Beth Powell completed a brief powerpoint presentation providing an overview of the project:
  - Location of project.
  - Conceptual site plan.
  - Overhead aerial view of site depicting the names of adjacent developments and the site access points. Staff relayed that one gate is locked and the other is not; staff requested that any contractor wanting to tour the site should call the office (589-9223) to let the County know that they will be on site.
  - Overall site plan showing parking, trails, wetlands, boardwalks, restroom/pavilion, and other proposed amenities.
  - Blow-up of parking area showing Phase 1 limits. Beth explained the rationale for have a Phase I and Phase II, and pointed out the break between the two phases. Beth introduced MBV staff as Phase I engineer, and Carter Associates as Phase II engineer.
  - Restroom/pavilion view shows proposed building elevation. Beth explained that Donadio & Associates had designed the building and asked if there were any questions regarding that portion of the project. There were no questions. It was stated by the County that a Building Permit Application for the restroom/pavilion has been submitted.

- The utilities for the project were summarized by MBV. Water will be connected to the City of Vero Beach system. The project includes the removal of two septic tanks, to be replaced by a STEP system. The contract requires that a City of Vero Beach (COVB) approved contractor install the STEP system. The COVB is installing the forcemain from the Jones site to the existing City connection point.
- Beth summarized the permits that have been received for the site (attached to the bid documents). The need for a dewatering permit was discussed by the attendees, staff, and the engineering consultants. It was clarified that a dewatering permit would only be required if there is an off-site discharge. A copy of the ROW permit will be provided with Addendum #1.
- A brief description of the saltmarsh wetland included discussion of the planting. The County has contracted with a separate entity to contract grow saltmarsh plants. The contractor selected for this current solicitation will be responsible for procuring and installing all plant material for the balance of planted areas as identified and specified on the project plans. County staff mentioned that they will be working with the contractor to locate plants within the landscape buffer to field fit materials to address adjacent homeowners' feedback. A question was asked about plant substitutions; the County relayed that it is anticipated that most if not all of the plants specified should be available. In the event that they are not we would require a written request that would include a suitable alternative. The County relayed that if the sizes of plants specified are not available, it is acceptable to provide a smaller size plant.
- Staff described that the boardwalks had been designed by DANSCO. There was a request for the geotechnical reports for the project. Staff relayed that copies of those would be included in Addendum #1. There were no other questions regarding the boardwalks.
- Staff mentioned that the project will include installation of a specially designed screw pump. The representative from Lakeside (pump manufacturer) was in attendance to respond to any questions. Staff relayed that portions of the pump had a long (5-6 month) lead time to manufacture – to expedite the process the County has issued a Purchase Order to allow for the manufacturer to begin this process. Therefore, this portion of the materials has not been included on the bid form as the County is purchasing and arranging for the delivery of these pump components. The control panel for the pump was not specified in the original bid; the County will provide the specifications for the control panel as part of Addendum #2. County will provide contact information (line one Pre-Bid Sign-In Sheet) for pump contractor in Addendum #1.



- County staff described that part of the need to separate out Phase I and Phase II of the project is related to grants that have been received for the project. Phase II includes the saltmarsh wetland construction, which is funded, in part, by a grant from the Florida Department of Environmental Protection (FDEP). The FDEP grant includes federal funding, and is therefore subject to Davis-Bacon wage requirements. There was discussion on the need for the County to provide the rate of wage for the project as part of Addendum #1.
- There was discussion on coordination with FPL for power to the site. County staff indicated that we would pursue this coordination with FPL to secure power to the site to service required infrastructure.

### **DISCUSSION**

#### Questions & Answers

*Staff asked whether there were any attendees wanting to go out to the site. Three attendees expressed interest.*

*Meeting formally ended.*

Mandatory Pre-Bid Meeting for Bid 2020017 – Jones Pier Wetland Restoration & Conservation Improvements  
November 20, 2019 at 2:00 PM – Parks 5500 77<sup>th</sup> Street

Name	Company	Phone	Address	Email
Fred Trippensee	Trippensee Shaw Lakeside Eq. Rep	863 835 0952	4906 U.S. 27 S Sebring, FL 33870	fw@etrippensee.com
Wendi Nance	Earth Balance	561-958-0424	2570 Commerce Parkway North Port Fl. 34209	wnance@earthbalance.com
Mark Robinson	Blue Goose	772-359-7184	9901 Deer Acker Rd. Ft. Pierce Fl. 34983	MRobinson@bluegooseconstruction.com
Richard Knott	TSI Disaster Recovery	772-216-1359	4117 N. US Hwy 1 Ft. Pierce, FL	AmrT@TSIDisaster.com
Scott Bures	UNIVERSAL	321-400-2955	820 Breward Ave Rockledge FL	sbures@universalengineering.com
JOE CASATA	UNIVERSAL	407-3405522	ci 21	n n
IGNACIO LIZAMA	CHE CONSTRUCTION	561-289-0711	2655 W. 9 <sup>th</sup> ST. SW VEE20 BETH 32567	IL@checonstruction.com
Mike Kliman	XSD Systems	772-2863449	45 NW Flagler Ave Stuart FL 34994	adm@xsd-systems.com
LINDSEY IRVING	SUMMIT CONSTRUCTION	972-794-2099	2830 FLIGHT SWEETWOOD WOOD BRANCH FL 32960	lirving@summitcm.net
Tim Jack	Joren Jack Trucking	772-201-4668	Hobe Sound Fl 6700 SE Bridge Rd	Bruce@jorenjacktrucking.com
Tim Rose	Timrosecontracting	772-564-7800	1360 SW 610 Drive Vero Beach FL	Timrose7@comcast.net
Aaron Stanton	MRV	872-569-0035	1860 20 <sup>th</sup> St Vero Beach FL 32906	aaron.s@mbveng.com

Beth Powell

IRC

770-226-1873

Mandatory Pre-Bid Meeting for Bid 2020017 – Jones Pier Wetland Restoration & Conservation Improvements  
 November 20, 2019 at 2:00 PM – Parks 5500 77<sup>th</sup> Street

Name	Company	Phone	Address	Email
Clint Rahjes	Carter Associates	772-562-4191	1708 21st St, Vero Beach	clint@carterassoc.com
Wendy Swindell	IRC	772 226 1881	5500 77th St.	<del>Wendy</del> wswindell@ircgov.com
John Blum	Carter Associates	772-562-4191	1708 21st Street	johnb@carterassoc.com
Diane Lystlund	IRC	772-226-1418	1800 27th St	dlystlund@ircgov.com



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Jones' Pier Conservation Area Wetland and Hammock Restoration Project Agreement Number: CZ219

2. Parties State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Indian River County Board of County Commissioners Entity Type: Local Government  
Grantee Address: 1801 27th Street, Vero Beach, FL 32960 FEID: 56-6000674 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: December 31, 2020

4. Project Number: CZ219 Project Location(s): Jones' Pier Conservation Area in Indian River Co.  
(If different from Agreement Number)

Project Description: Restoration of the site to create a locally rare high marsh community and transitional hammock that will provide diverse habitat, increase biodiversity, improved wildlife habitat and will adapt to the changing environment.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$50,000.00</u>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<u>CFDA # 11.419</u>	<u>\$50,000.00</u>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		<u>\$50,000.00</u>
Total Amount of Funding + Grantee Match, if any:			<u>\$100,000.00</u>

6. Department's Grant Manager Name: Tiffany Herrin or successor  
Address: 3900 Commonwealth Blvd.  
MS235  
Tallahassee, FL 32399  
Phone: 850-245-2953  
Email: Tiffany.Herrin@FloridaDEP.gov

Grantee's Grant Manager Name: Beth Powell or successor  
Address: 5500 77th Street  
Vero Beach, FL 32967  
Phone: 772-226-1873  
Email: bpowell@ircgov.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: NA19NOS4190064 Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <u>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form</u>

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA19NOS4190064
Federal Award Date to Department:	7/1/19
Total Federal Funds Obligated by this Agreement:	\$2,894,000.00
Federal Awarding Agency:	Department of Commerce
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Indian River County Board of County Commissioners

GRANTEE

Grantee Name

By

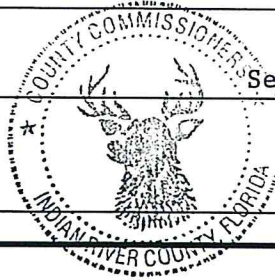
*Bob Solari*  
(Authorized Signature)

September 17, 2019

Date Signed

Bob Solari, Chairman

Print Name and Title of Person Signing



State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

Attest: Jeffrey R. Smith, Clerk of  
Circuit Court and Comptroller

By:

*Karli Wad*

Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY

*Alan Reingold*  
ALAN REINGOLD  
COUNTY ATTORNEY



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.



## 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

## 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, 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 Department or steps taken by Grantee shall preclude 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 Department as requested by Department's Grant Manager.
  - iii. 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 Department may result in termination of the Agreement.



**8. Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, 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:  
[https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf).
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.



- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from 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 eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. 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.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to 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 (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by 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 Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
10. **Status Reports.**  
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting



period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for



that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### 16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice



required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**



Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If 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.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. 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.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. 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.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.



- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **26. Record Keeping.**

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 that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. 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.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, 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, 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>.



- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. 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, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by 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 Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. 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.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. 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. 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.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. CZ219**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is to help Indian River County enhance the Jones' Pier Conservation Area by restoring the wetlands and hammock phase of the project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on or after the Section 306A Project Checklist approval date through the end date of this Agreement. No work may commence and no funds may be expended on any Section 306A funded project until the Department and National Oceanic and Atmospheric Administration (NOAA) have approved the Section 306A Project Checklist, available online at: <https://coast.noaa.gov/czm/media/checklist306a.pdf> and hereby incorporated by reference. This Agreement may be amended to provide for additional services if additional funding is made available by NOAA and/or the Florida Legislature.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

## 7. Match Requirements

The Agreement requires 1:1 match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$50,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

## 8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 for each occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

No retainage is required under this Agreement.

## 11. Subcontracting.

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 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.

## 12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

## 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## 14. Additional Terms.

None.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO.: CZ219

ATTACHMENT 3

**Project Title:** Jones' Pier Conservation Area Wetland and Hammock Restoration Project

**Grantee Contact Information:**

Organization Name: Indian River County Board of County Commissioners  
Chief Elected Official or Agency Head: Michael Zito  
Title: Assistant County Administrator  
Address: 1801 27<sup>th</sup> Street  
City: Vero Beach  
Zip Code: 32960  
Area Code and Telephone Number: (772) 226-1410  
Area Code and Facsimile Machine Telephone Number: (772) 589-6119  
E-Mail Address: mzito@ircgov.com

**Grant Manager Contact Information:**

Organization Name: Indian River County Board of County Commissioners  
Name: Beth Powell  
Address: 5500 77<sup>th</sup> Street  
City: Vero Beach  
Zip Code: 32967  
Area Code and Telephone Number: (772) 226-1873  
Area Code and Facsimile Machine Telephone Number: (772) 589-6119  
E-Mail Address: bpowell@ircgov.com

**Fiscal Agent Contact Information:**

Organization Name: Indian River County Board of County Commissioners  
Name: Elissa Nagy, Finance Director  
Address: 1801 27<sup>th</sup> Street  
City: Vero Beach  
Zip Code: 32960  
Area Code and Telephone Number: (772) 226-1570  
Area Code and Facsimile Machine Telephone Number: (772)770-5331  
E-Mail Address: enagy@clerk.indian-river.org

FEID No.: 59-6000674 DUNS No.: 079208989

Attachment 3, DEP Agreement #: CZ219

1 of 3



**LOCATION:** 7770 Jungle Trail, Vero Beach, FL 32963

**PROJECT BACKGROUND:** This property was acquired by the County in 2008 with assistance from Florida Communities Trust. A management plan (recently updated) outlines various public access facilities to be incorporated into the site design. Proposed amenities include parking, restroom, pavilion, walking trails, boardwalks, and ecological enhancement projects. This grant will assist the County with the construction of a 4-acre high marsh community and transitional hammock that will provide diverse habitat, increased biodiversity, improved wildlife habitat, and will adapt to the changing environment.

**PROJECT DESCRIPTION:** The project includes construction of a 4-acre salt marsh that will receive pumped Lagoon waters and circulating these waters through an estuarine system that will remove nutrients, suspended solids, and other pollutants prior to discharge back into the Lagoon. Adjacent to this salt marsh the County is restoring a hammock that was heavily invaded by exotic species. The hammock/flow-way marsh community to be restored will provide filtration (where feasible) of untreated stormwater from an existing perimeter ditch that currently discharges directly into the lagoon. Through this habitat enhancement project, the County envisions a multi-faceted project that improves local water quality in the Lagoon, provides foraging and roosting areas for a variety of listed and non-listed species, creates nursery habitat for fish, improves shoreline conditions, and provides passive recreation and educational opportunities for the public.

**TASKS and DELIVERABLES:**

**Task #1: Construction of Salt Marsh**

**Task Description:** This task will involve site clearing, excavation/grading, and planting of a 4-acre salt marsh. Influent and effluent structures under Jungle Trail, as well as fish friendly pump will be installed to maintain hydrology. A water control structure will be constructed at the discharge point from the wetland into an adjacent ditch (which drains into the Lagoon).

**Deliverables:** Executed contract for the construction, signed acceptance of the completed work by the Grantee and certified by the Engineer of record. Before, during and after photos of the construction of the Salt Marsh.

**Task #2: Construction of Hydric Hammock Restoration**

**Task Description:** This task will involve excavation/grading, and planting of the hydric hammock. Influent and effluent structures will be installed to maintain hydrology.

**Deliverables:** Executed contract for construction and signed acceptance of the completed work by the Grantee and certified by the Engineer of record. Before, during and after photos of the hammock restoration project.

**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.

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

Task No.	Task or Deliverable Title	Deliverable Due Date
1	Construction of Salt Marsh	6/30/20
2	Construction of Hammock restoration	6/30/20

**BUDGET DETAIL BY TASK:**

Categories	Task 1	Task 2	Totals
Contractual Services	\$20,000	\$30,000	\$50,000
Match Total	\$20,000	\$30,000	\$50,000
<b>Total</b>	<b>\$40,000</b>	<b>\$60,000</b>	<b>\$100,000</b>

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

Category Totals	Grant Funding, Not to Exceed, \$	Match Funding, \$	Total Project Funding
Contractual Services Total	\$50,000	\$50,000	\$100,000
<b>Total:</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$100,000</b>

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements

Attachment 4

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

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 agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 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), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 (for fiscal year ending June 30, 2017, and thereafter), 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.myflorida.com/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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:



By Mail:

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/>

2. 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 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:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (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 three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

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

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

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

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Commerce – National Oceanic and Atmospheric Administration	11.419	Coastal Zone Management Administration Awards	\$204,368.00	140061
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$	

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.*

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](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/isa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/isa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/isa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**Attachment 5, Exhibit 1**



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following is added to paragraph 8.h., Annual Appropriation Contingency, Attachment 1, Standard Terms and Conditions:

The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.

3. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
  - a. Quarterly Reports. The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
  - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
4. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan, and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
5. Copyright, Patent and Trademark. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
  - a. The copyright in any work developed under a grant or contract under a grant.
  - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
  - c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

6. Geospatial Data Collection and Sharing.

- a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:  
“These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.”  
Current Federal Geospatial Data Committee (FGDC) standards can be found at:  
<http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.
- c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

- a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department’s Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of Attachment 1, Standard Terms and Conditions.
- b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department’s website at <https://floridadep.gov/fco/fcmp/content/grants> or by contacting the Department’s Grant Manager for a copy) and the following statement on the cover or the first page:  
“This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No NA19NOS4190064. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies.”  
The next printed line shall identify the month and year of the publication.  
The Grantee must receive approval in writing from the Department’s Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) days in advance. The Grantee must also provide the Department’s Grant Manager with shooting scripts, Exhibit G, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.



- c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.
- d. Sign Requirements for Construction Projects. The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logo (available online at <https://floridadep.gov/fco/fcmp/content/grants>) and the following language:

“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Coastal Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.

- e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos..

## ATTACHMENT 8

### Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### 2 CFR PART 200 APPENDIX 2 REQUIREMENTS

##### 1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

##### 2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

##### 3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.



- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed \$100,000, the Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: [https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

**ADMINISTRATIVE**

11. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)



In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination

**18. Additional Lobbying Requirements**

- i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454E, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

**COMPLIANCE WITH ASSURANCES**

**19. Assurances**

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

**20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

**FEDERAL REPORTING REQUIREMENTS**

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF COMMERCE-SPECIFIC**

**21. Department of Commerce (DOC) Financial Assistance Terms and Conditions**

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online ([http://www.osec.doc.gov/oam/grants\\_management/policy/default.htm](http://www.osec.doc.gov/oam/grants_management/policy/default.htm)) and incorporated by reference.

**22. DOC Regulations**

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

**23. Drug-Free Workplace**

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

**24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act**

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

**25. Property Management Requirements**

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment



purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC**

**26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)**

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**26. Investigating Scientific Integrity or Scientific and Research Misconduct**

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**27. Findings and Corrective Actions**

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.









DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 1  
PAYMENT REQUEST FORM INSTRUCTIONS

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with C####.  
**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.  
**DATE OF REQUEST:** This is the date you are submitting the report to DEP.  
**PROJECT TITLE:** This should be the project title that is listed on your grant agreement.  
**GRANTEE'S GRANT MANAGER:** This is the person identified as grant manager in the grant agreement.  
**GRANTEE:** Enter the name of the grantee's agency.  
**MAILING ADDRESS:** Enter the address to which you want the state warrant (payment) sent.  
**TASK NO.:** Enter the number of the DELIVERABLE for which you are requesting payment.  
**TOTAL AMOUNT REQUESTED:** This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.  
**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period requesting reimbursement for.  
**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was paid out for all listed deliverables during the invoice period for which you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment 3 (Grant Work Plan), or amended 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 Budget Narrative section of Attachment 3. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line.

**"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN:** Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc.

**"MATCHING FUNDS CLAIMED" COLUMN:** If applicable, enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment 3 (Grant Work Plan). Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column.

**NOTE: DO NOT ENTER ANYTHING IN THE TABLE'S SHADED AREAS AS THEY ARE AUTO CALCULATED.**

**GRANTEE CERTIFICATION:** Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

**Required Back-up Documentation for each Deliverable:**

Exhibit C - Part 2 - Invoice Report Detail for Reimbursement for each deliverable.  
Exhibit C - Part 3 - Match Schedule Report for each deliverable.  
Copies of Invoices (*Not applicable to state agencies*)  
Copies of canceled checks (*Not applicable to state agencies*)  
Copies of Travel Reimbursements (*if applicable*)  
FLAIR Report (*State agencies only*)  
Copies of Volunteer Logs (*if applicable*)  
Copies of all In-Kind Donations

**NOTE:** If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Florida Department of Financial Services.)

**\*\*PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment.\*\*

Questions regarding completion of the Payment Request Form should be directed to the Department's Grant Manager, identifying on Page 1 of the Agreement.

**EXHIBIT C - PART 2 INVOICE REPORT DETAIL**

DEP Agreement No.: \_\_\_\_\_  
 Task No.: \_\_\_\_\_  
 Project Title: \_\_\_\_\_

Task Amount Requested: \_\_\_\_\_  
 Performance Period: \_\_\_\_\_

DATE WORK STARTED	DATE WORK ENDED	DESCRIPTION OF WORK PERFORMED	EMPLOYEE NAME	HOURLY RATE	HOURS WORKED	TOTAL AMOUNT PAID	DATE PAID	PAYMENT TYPE USED	PROOF OF PAYMENT PROVIDED	AMOUNT CLAIMED

DATE WORK STARTED	DATE WORK ENDED	DESCRIPTION OF WORK PERFORMED	EMPLOYEE NAME	% OF SALARY	EARNED AMOUNT	CHECK/ TRANSACTION AMOUNT	DATE PAID	PAYMENT TYPE USED	PROOF OF PAYMENT PROVIDED	AMOUNT CLAIMED

DESCRIPTION OF INDIRECT COST	DATES UTILIZED	INDIRECT % RATE (OF SALARY + FRINGE)	TOTAL INDIRECT AMOUNT	AMOUNT CLAIMED

DATE WORK STARTED	DATE WORK COMPLETED	DESCRIPTION OF GOODS/SERVICES PROVIDED	SUB-CONTRACTOR NAME	SUB-CONTRACTOR'S INVOICE DATE	SUB-CONTRACTOR'S INVOICE #	AMOUNT PAID	DATE PAID	PAYMENT TYPE USED	PROOF OF PAYMENT PROVIDED	AMOUNT CLAIMED
<b>Total Contractual Services</b>										<b>\$</b>

TRAVEL										
DATE TRAVEL STARTED	DATE TRAVEL ENDED	DESTINATION & PURPOSE	EMPLOYEE NAME	TOTAL AMOUNT PAID	DATE PAID	PAYMENT TYPE USED	PROOF OF PAYMENT PROVIDED	AMOUNT CLAIMED		





DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 2  
INVOICE REPORT DETAIL INSTRUCTIONS

**DEP AGREEMENT NO.:** This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1.

**TASK AMOUNT REQUESTED:** This field will auto populate after entering in all the detail information into the report, to reflect the total requesting for reimbursement.

**TASK NO.:** This field will auto populate based on the deliverable number entered on Exhibit C - Part 1.

**PROJECT TITLE:** This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1.

**PERFORMANCE PERIOD:** This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1.

**NOTE:** All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for each line item.

**SALARIES:** Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**FRINGE BENEFITS:** Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**INDIRECT CHARGES:** Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**CONTRACTUAL SERVICES:** Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**TRAVEL:** Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**EQUIPMENT:** Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**MISCELLANEOUS EXPENSES:** Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**Required Back-up Documentation for each deliverable:**

**EXHIBIT C - PART 2 - INVOICE REPORT DETAIL IS REQUIRED FOR EACH DELIVERABLE.**

*Copies of Invoices (Not applicable to state agencies)*

*Copies of canceled checks (Not applicable to state agencies)*

*FLAIR Report (State agencies only)*

*Copies of Volunteer Logs (if applicable)*

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES: Deliverables must be submitted and approved prior to payment \*\***





EQUIPMENT PURCHASED OR RENTAL/LEASE											
VENDOR INVOICE #	VENDOR INVOICE DATE	DESCRIPTION OF EQUIPMENT PURCHASED	VENDOR NAME	INVOICED AMOUNT	TRANSACTION NUMBER	TRANSACTION DATE	CHECK/VOUCHER NUMBER	CHECK AMOUNT	PAYMENT TYPE USED	PROOF OF PAYMENT PROVIDED	AMOUNT CLAIMED
<b>Total Equipment Charges</b>											\$ -
MISCELLANEOUS/OTHER EXPENSES											
INVOICE #	INVOICE DATE	DESCRIPTION OF GOODS/SERVICES PURCHASED	VENDOR NAME	INVOICED AMOUNT	TRANSACTION NUMBER	TRANSACTION DATE	CHECK/VOUCHER NUMBER	CHECK AMOUNT	PAYMENT TYPE USED	PROOF OF PAYMENT PROVIDED	AMOUNT CLAIMED
<b>Total Other Charges</b>											\$ -



**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 3  
MATCH SCHEDULE FORM INSTRUCTIONS**

**DEP AGREEMENT NO.:** This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1.

**TASK NO.:** This field will auto populate based on the deliverable number entered on Exhibit C - Part 1.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**TASK MATCH AMOUNT CLAIMED:** This field will auto populate based on the details provided in the tables below.

**PROJECT TITLE:** This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1.

**PERFORMANCE PERIOD:** This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1.

**NOTE:** All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for each line item.

**SALARIES:** Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**FRINGE BENEFITS:** Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**INDIRECT CHARGES:** Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**CONTRACTUAL SERVICES:** Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**TRAVEL:** Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**EQUIPMENT:** Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**MISCELLANEOUS EXPENSES:** Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**EXHIBIT C - PART 3 - MATCH SCHEDULE IS REQUIRED FOR EACH DELIVERABLE.**

**\*\*PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment\*\*

**EXHIBIT F**

**DEP AGREEMENT NO. CZ219**

**Jones' Pier Wetland and Hammock Restoration Project**

**Indian River County Board of County Commissioners**

**Final Project Report**



"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office for Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. \_\_\_\_\_. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies."

*Month & year*

**Exhibit F, DEP Agreement #: CZ219**

1 of 4

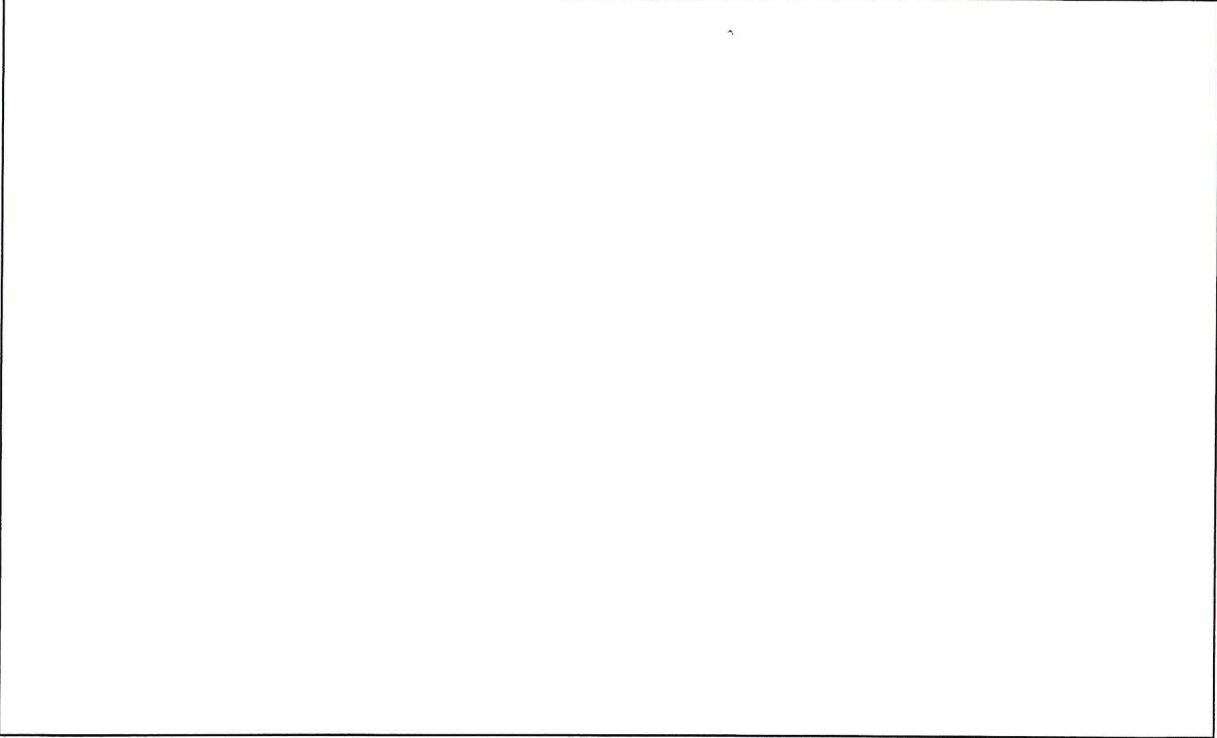
Rev. 3/11/2019



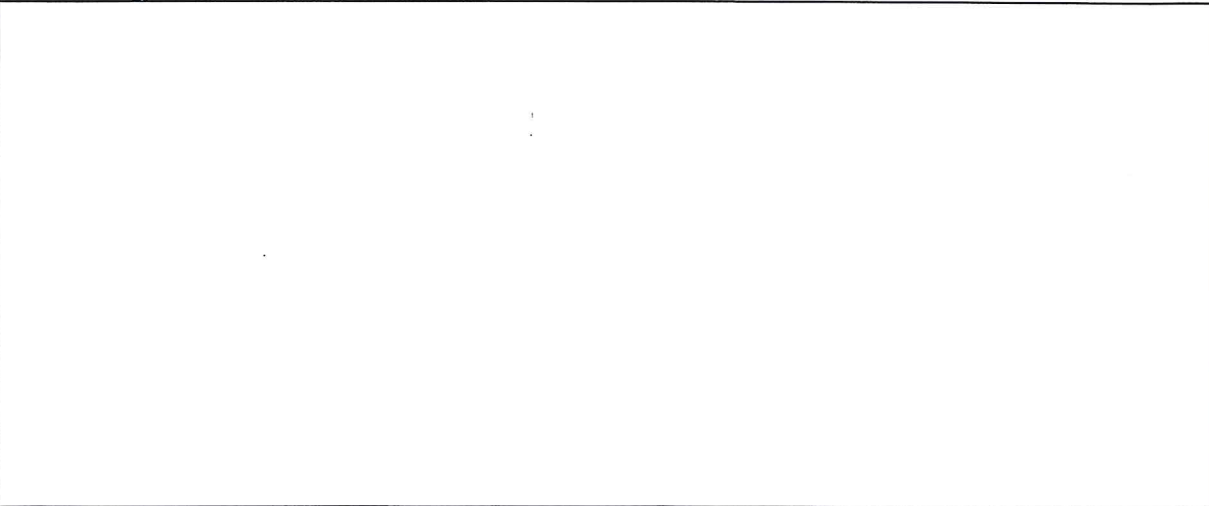
**Final Project Report**

**Jones' Pier Wetland and Hammock Restoration Project**

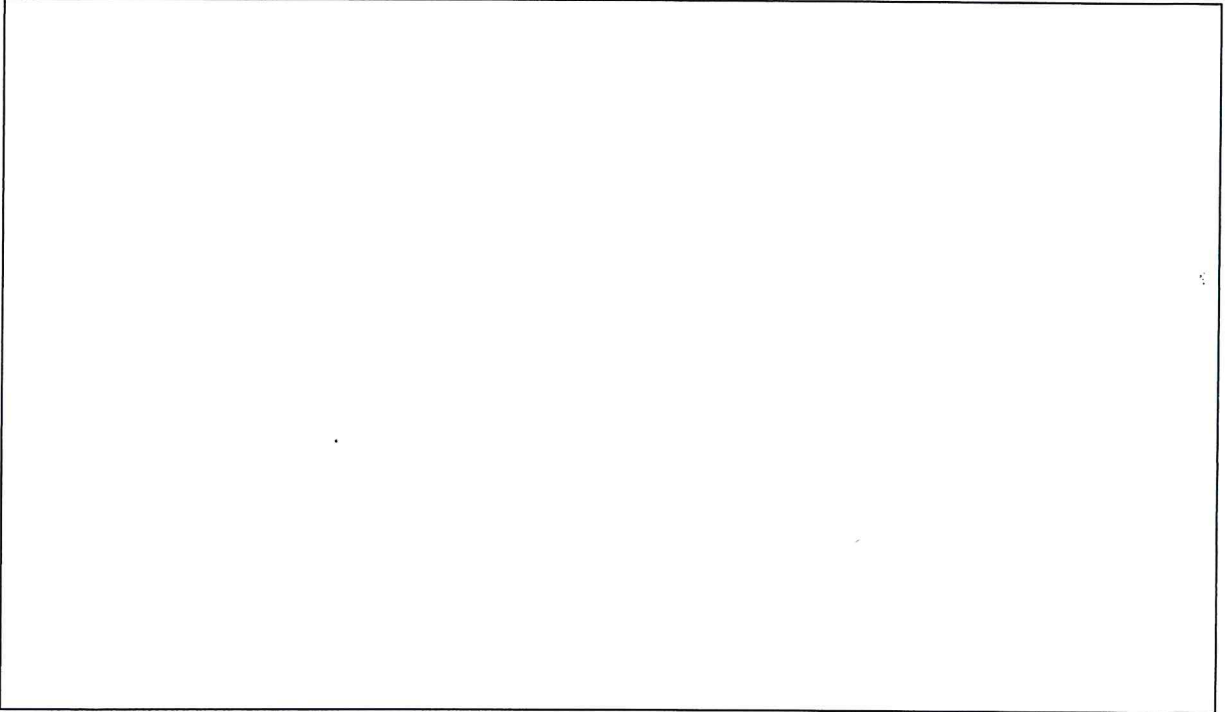
**Executive Summary**



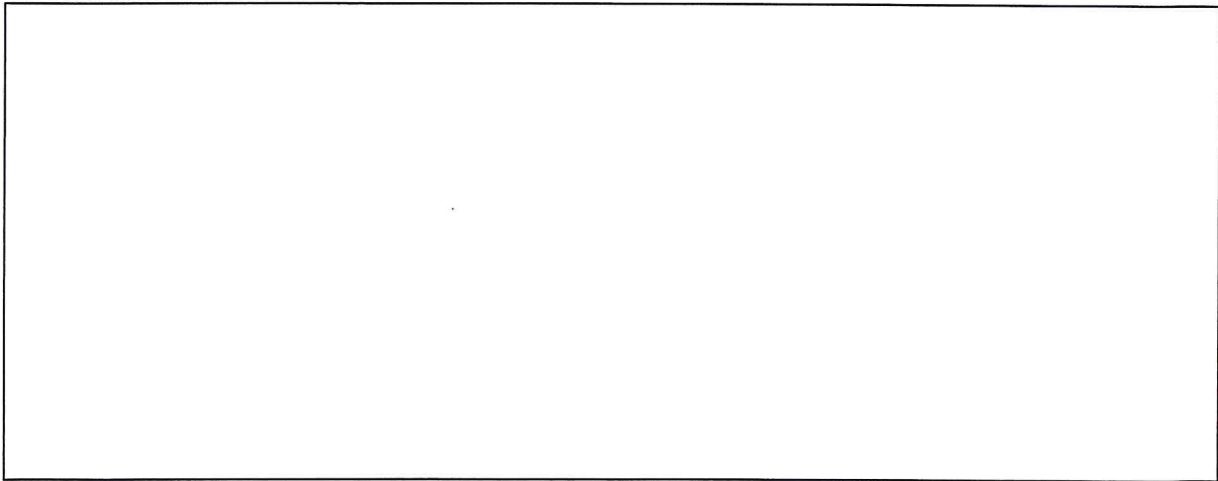
**Methodology**



**Outcome**

A large, empty rectangular box with a thin black border, intended for the user to enter the outcome of the project or process.

**Further Recommendations**

A large, empty rectangular box with a thin black border, intended for the user to provide further recommendations or next steps.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT F  
FINAL PROJECT REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CZ###.

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

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**MONTH & YEAR:** Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**Florida Department of Environmental Protection**  
**EXHIBIT G**  
**PHOTOGRAPHER RELEASE FORM**  
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT No. CZ219

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

Owner/Submitter's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/Video/Audio/Artwork Recording Filename(s): \_\_\_\_\_

Location of photo/video/audio recording/artwork: \_\_\_\_\_

Name of Person Accepting Work Submission: \_\_\_\_\_

Exhibit G, DEP Agreement #: CZ219

1 of 1





KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

USUAL OPEN-HOLE TEST

DATE OF TEST: February 7, 2018 PROJECT NO. KSM 180425-3p

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
P-3, See Attached Location Plan

STARTING VOLUME (gals.)	=	25
ENDING VOLUME (gals.)	=	4½
TOTAL VOLUME USED (gals.)	=	20½
TOTAL ELAPSED TIME (mins.)	=	10
AVERAGE FLOW RATE (gpm)	=	2.1
DIAMETER OF TEST HOLE	=	4 inches
DEPTH TO WATER TABLE	=	36 inches
DEPTH OF TEST	=	60 inches

K = HYDRAULIC CONDUCTIVITY (CFS/SQ.FT. - FT. HEAD) =  $4.1 \times 10^{-4}$



KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

Date of Boring: February 7, 2018

Location: Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
**HA-3**, See Attached Location Plan

Depth in Feet	Strata From-To	Description of Soil
-0-	0" - 3"	Brown Sand with Traces of Roots
-1-	3" - 64"	Light Brown Sand with Some Shell Fragments
-2-		
-3-		
-4-		
-5-		
-6-	64" - 72"	Gray Sand, Slightly Silty with Traces of Shell

Water Table: 36" Below Existing Grade  
Job #: KSM 180425-3ha





KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

**LABORATORY PERMEABILITY - CONSTANT HEAD METHOD  
(ASTM 2434)**

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-3ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
**PH-3 (3"-60")**, See Attached Location Plan

SAMPLE DESCRIPTION = Light Brown Sand with Some Shell Fragments  
DEPTH @ SAMPLE LOCATION = 28 Inches (**Sample Taken Horizontally**)  
LENGTH OF SAMPLE ALONG PATH OF FLOW = 5.5 INCHES  
DIAMETER OF SAMPLE = 3 INCHES  
QUANTITY OF FLOW = 1200 MILLILITERS  
TIME INTERVAL OF TEST = 10 MINUTES  
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE = 19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **40.0 FEET/DAY**



KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

**LABORATORY PERMEABILITY - CONSTANT HEAD METHOD  
(ASTM 2434)**

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-3pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
**PV-3 (3"-60")**, See Attached Location Plan

SAMPLE DESCRIPTION = Light Brown Sand with Some Shell Fragments

DEPTH @ SAMPLE LOCATION = 28 Inches (**Sample Taken Vertically**)

LENGTH OF SAMPLE ALONG PATH OF FLOW = 5.5 INCHES

DIAMETER OF SAMPLE = 3 INCHES

QUANTITY OF FLOW = 1050 MILLILITERS

TIME INTERVAL OF TEST = 10 MINUTES

DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE = 19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **35.0 FEET/DAY**



KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

Date of Boring: February 7, 2018

Location: Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
**HA-4**, See Attached Location Plan

Depth in Feet	Strata From-To	Description of Soil
-0-	0" - 8"	Brown Sand with Some Roots
-1-	8" - 44"	Light Brown Sand
-2-		
-3-		
-4-	44" - 72"	Gray Sand, Slightly Silty with Traces of Shell
-5-		
-6-		

Water Table: 26" Below Existing Grade  
Job #: KSM 180425-4ha





KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

**LABORATORY PERMEABILITY - CONSTANT HEAD METHOD  
(ASTM 2434)**

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
PH-4 (0"-8"), See Attached Location Plan

SAMPLE DESCRIPTION = Brown Sand  
DEPTH @ SAMPLE LOCATION = 4 Inches (**Sample Taken Horizontally**)  
LENGTH OF SAMPLE ALONG PATH OF FLOW = 5.5 INCHES  
DIAMETER OF SAMPLE = 3 INCHES  
QUANTITY OF FLOW = 135 MILLILITERS  
TIME INTERVAL OF TEST = 10 MINUTES  
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE = 19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **4.5 FEET/DAY**



KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

**LABORATORY PERMEABILITY - CONSTANT HEAD METHOD  
(ASTM 2434)**

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
**PV-4 (0"-8")**, See Attached Location Plan

SAMPLE DESCRIPTION = Brown Sand  
DEPTH @ SAMPLE LOCATION = 4 Inches (**Sample Taken Vertically**)  
LENGTH OF SAMPLE ALONG PATH OF FLOW = 5.5 INCHES  
DIAMETER OF SAMPLE = 3 INCHES  
QUANTITY OF FLOW = 90 MILLILITERS  
TIME INTERVAL OF TEST = 10 MINUTES  
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE = 19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **3.0 FEET/DAY**



KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

**LABORATORY PERMEABILITY - CONSTANT HEAD METHOD  
(ASTM 2434)**

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
**PH-4 (8"-44")**, See Attached Location Plan

SAMPLE DESCRIPTION = Light Brown Sand  
DEPTH @ SAMPLE LOCATION = 24 Inches (**Sample Taken Horizontally**)  
LENGTH OF SAMPLE ALONG PATH OF FLOW = 5.5 INCHES  
DIAMETER OF SAMPLE = 3 INCHES  
QUANTITY OF FLOW = 415 MILLILITERS  
TIME INTERVAL OF TEST = 10 MINUTES  
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE = 19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **13.8 FEET/DAY**





KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

**LABORATORY PERMEABILITY - CONSTANT HEAD METHOD  
(ASTM 2434)**

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
PV-4 (8"-44"), See Attached Location Plan

SAMPLE DESCRIPTION = Light Brown Sand  
DEPTH @ SAMPLE LOCATION = 24 Inches (**Sample Taken Horizontally**)  
LENGTH OF SAMPLE ALONG PATH OF FLOW = 5.5 INCHES  
DIAMETER OF SAMPLE = 3 INCHES  
QUANTITY OF FLOW = 285 MILLILITERS  
TIME INTERVAL OF TEST = 10 MINUTES  
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE = 19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **9.5 FEET/DAY**



KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.  
MARTIN (772) 337-7755 P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377 SEBASTIAN (772) 589-0712  
PALM BEACH (561) 845-7445 www.ksmengineering.net MELBOURNE (321) 768-8488  
FAX (561) 845-8876 E-Mail: KSM@KSMENGINEERING.NET ST. LUCIE (772) 229-9093  
C.A.: 5693 FAX (772) 589-6469

**LABORATORY PERMEABILITY - CONSTANT HEAD METHOD  
(ASTM 2434)**

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier  
Jungle Trail  
Vero Beach, Florida  
**PV-4 (44"-60")**, See Attached Location Plan

SAMPLE DESCRIPTION = Gray Sand, Slightly Silty with Traces of Shell

DEPTH @ SAMPLE LOCATION = 52 Inches (**Sample Taken Horizontally**)

LENGTH OF SAMPLE ALONG PATH OF FLOW = 5.5 INCHES

DIAMETER OF SAMPLE = 3 INCHES

QUANTITY OF FLOW = 265 MILLILITERS

TIME INTERVAL OF TEST = 10 MINUTES

DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE = 19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **8.8 FEET/DAY**



KSM Engineering & Testing  
 P.O. Box 78-1377  
 Sebastian, FL 32978  
 Tel: (772)-589-0712  
 Fax: (772)-589-6469

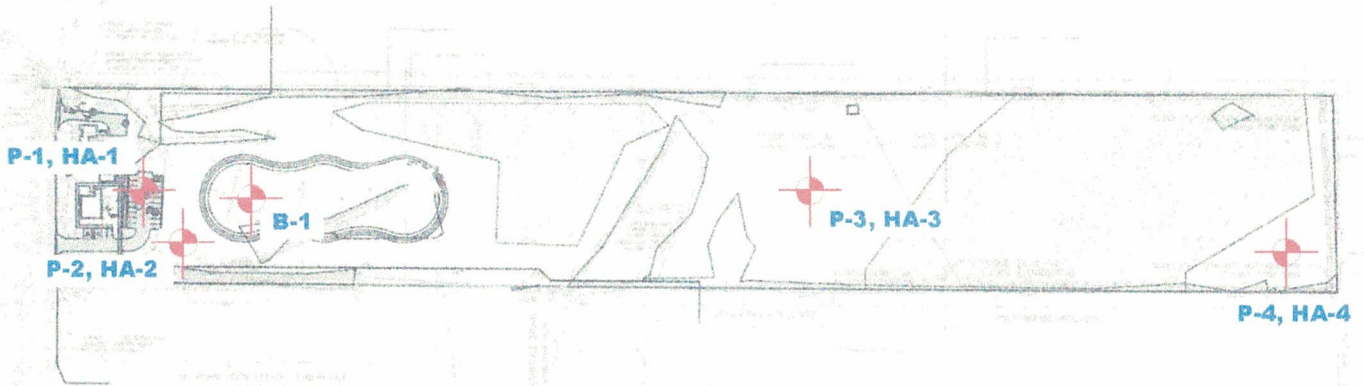
# BORING NUMBER B1

CLIENT Indian River County Environmental Planning PROJECT NAME Jones' Pier, 7770 Jungle Trail  
 PROJECT NUMBER I.R.C. PO # 80283-00 and KSM # 180425-b PROJECT LOCATION Vero Beach, Florida  
 DATE STARTED 2/7/18 COMPLETED 2/7/18 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE inches  
 DRILLING CONTRACTOR \_\_\_\_\_ GROUND WATER LEVELS:  
 DRILLING METHOD Split Spoon Sample  $\nabla$  AT TIME OF DRILLING 2.17 ft  
 LOGGED BY JR/NV CHECKED BY JEK AT END OF DRILLING ---  
 NOTES See Attached Location Plan AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲									
								20	40	60	80						
0		Dark Brown/Gray Sand with Traces of Roots															
		Gray Sand, Slightly Silty with Traces of Shell	SS		5-5-5 (10)												
			SS		6-8-6 (14)												
5			SS		9-9-11 (20)												
			SS		10-12-16 (28)												
10		Gray Sand, Slightly Silty	SS		15-18-18 (36)												
			SS		10-8-10 (18)												
			SS		8-10-12 (22)												
15		Bottom of borehole at 15.0 feet.	SS		15												

GEOTECH BH PLOTS - GINT STD US LAB.GDT - 2/21/18 15:10 - \\KSM-SERVER\KSM FILES\18 DOCS (KSM-SERVER)\180425-B.GPJ





 **LOCATION OF TESTS**

**PROJECT:** Jones' Pier 7770 Jungle Trail, Vero Beach, Florida

SHEET 1 OF 1  
 PERMIT #:  
 PROJECT #: 180425-b



**DRAWN BY:** J.L.  
**DESIGNED BY:** J.K.  
**DATE:** 20180221  
**SCALE:** NONE



## USDA SOILS SURVEY

1-Canaveral fine sand, 0 to 5 percent slopes

18-Captiva fine sand

PROJECT: Jones' Pier, 7770 Jungle Trail, Vero Beach, Florida

SHEET 1 OF 1  
PERMIT #:  
PROJECT #: 180425-soils

**KSM** ENGINEERING  
**AND TESTING**

DRAWN BY: J.L.  
DESIGNED BY: J.K.  
DATE: 20180221  
SCALE: NONE



INDIAN RIVER COUNTY ENGINEERING DIVISION

1801 27TH STREET  
 VERO BEACH, FL 32960-3365  
 772-226-1597

*Inspection*

PERMIT

Confirm. #: 477

ROWUTL ROW UTILITIES

PERMIT #: 2018101076 PERMIT TYPE: ROWUTL ISSUED DATE: 12/05/2018 BY: PWCS  
 JOB DESCRIPTION: 7770 JUNGLE TRAIL, JONES PIER, INSTALL 2" WM ALONG JUNGLE TRL E. ROW TO COVB WM, F  
 JOB ADDRESS 7770 JUNGLE TRAIL

BLOCK 0080 LOT: 00004.0 SUBDIVISION #: -  
 ADDR NBR: 23672 FOLIO NBR: 31-39-36-00000-0080-00004.0 WWP (2X fee): N  
 OWNER NAME: INDIAN RIVER COUNTY JURISDICTION: IRC  
 PROJECT 94030151  
 APPLICANT: MBV ENGINEERING TYPE: OWNER JOB PHONE: 772-569-0035  
 DBA: CERT NBR JOB FAX:  
 FLOOD ZONE AE FLOOD ELEV: 9 FLOOD MAP 91E  
 OPEN CUT: LANES: BOND AMOUNT:

ADDITIONAL INFO:  
 PERMIT EXPIRES ON 5/2/2019

72 HOUR NOTIFICATION REQUIRED PRIOR TO BEGINNING WORK IN INDIAN RIVER COUNTY RIGHT-OF-WAY.  
 MAINTENANCE OF TRAFFIC PER ATTACHED PLAN. SPECIAL CONDITIONS AND ADDITIONAL ITEMS ATTACHED.

INSPECTION	CODE	DATE	INITIALS	APPR	DISAPPR	COMMENTS
(As Applicable)						
STAKE & GRADE	801	__/__/__	_____	_____	_____	_____
PRE-POUR DRIVE/SIDE	802	__/__/__	_____	_____	_____	_____
OTHER	803	__/__/__	_____	_____	_____	_____
ROW FINAL	899	__/__/__	_____	_____	_____	_____

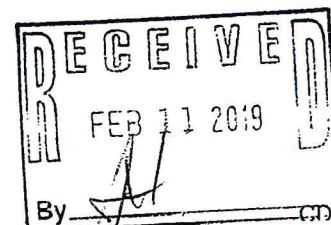
**DISPLAY ON JOB SITE**

This permit is subject to attached conditions. For information regarding this permit,  
 contact the Indian River County Engineering Division at (772) 226-1283.

**Schedule Inspections Online at:**

**www.ircgov.com** and select the **Building Division Online Services** link

This permit is based upon information supplied on the application. Insufficient or erroneous information does not relieve the applicant of any future requirements that may be imposed to comply with Indian River County Ordinances. Engineering reserves the right to modify the original permitted conditions as needed at any time prior to final acceptance in order to comply with Indian River County Ordinances.



*POST  
 JOB LIST  
 2/11/19*



23672

INDIAN RIVER COUNTY  
RIGHT-OF-WAY REVIEW/PERMIT APPLICATION

DATE 10/19/2018

ROW PERMIT NO. 2018101076

APPLICANT MBV Engineering, Inc,  
NAME

772-569-0035  
PHONE

5500 77th Street; Vero Beach, FL 32967  
ADDRESS

CONTRACTOR TBD  
NAME

EMERGENCY PHONE (Required)

ADDRESS

OFFICE PHONE

LOCATION OF WORK 7770 Jungle Trail  
STREET ADDRESS

31-39-36-00000-0080-00004.0

LOT BLOCK SUBDIVISION UNIT

DESCRIPTION OF WORK: Installation of 2" WM along Junglke Trail East ROW to existing City of Vero Beach WM system. Install FH. Drivew mods.

TYPE OF REVIEW PERMIT (CIRCLE ONE)

Traffic Engineering Division

Accepted [Signature]

JURISDICTION: (CIRCLE ONE)

Date 11/20/18

RESIDENTIAL  
LAND DEVELOPMENT  
UTILITY

PUBLIC

COMMERCIAL  
SITE PLAN

PRIVATE

TYPE C STORMWATER REVIEW: (CIRCLE ONE)

YES

NO

CONSTRUCTION TYPE

DRIVEWAY\*  
 STREET PAVING  
 SIDEWALKS/CURBS  
 RIGHT-OF-WAY  
 SANITARY SEWER

CABLE TV  
 ELECTRICITY  
 TELEPHONE  
 WATER SYSTEMS  
 OTHER

UNDERGROUND  
 OVERHEAD  
 STORM DRAINAGE  
 CLEARING

- NOTE:
- Detailed drawings shall be submitted with each application.
  - This permit is issued subject to all conditions on reverse side of this application.
  - A signature by the contractor shall be construed as making the contract personally liable for all permit conditions unless contractor attached written proof of authorization to act on behalf of the applicant.
  - All work is subject to final inspection by the Engineering Division. Call 772-770-5455, "AIRS" (automated inspection request system) to schedule inspections for any permit issued after January 1, 2003.

[Signature]

APPLICANT/CONTRACTOR SIGNATURE

Aaron Stanton  
NAME (PLEASE PRINT)

OFFICE USE ONLY

NOTES:

PERMIT FEE: \$550<sup>?</sup>  
ISSUING OFFICER: [Signature]  
DATE ISSUED: 10/2/18  
EXPIRATION DATE: 5/02/19

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

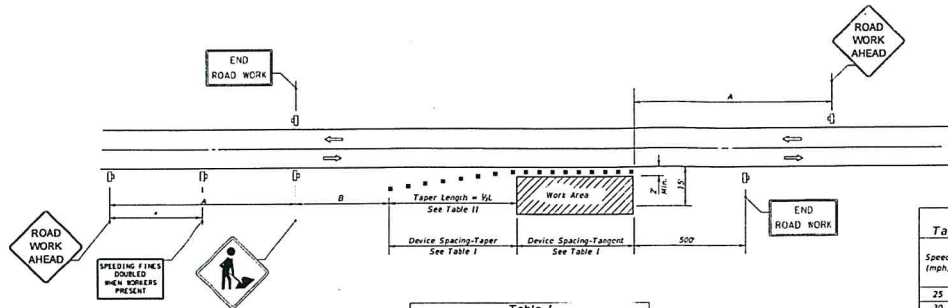
RECEIVED  
NOV 16 2018

TRAFFIC ENGINEERING

RECEIVED

OCT 19 2018

INDIAN RIVER COUNTY  
ENGINEERING DIVISION



Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

\*Midway between signs.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Speed (mph)	1/2 (ft)			Notes
	6"	10"	12"	
25	29	35	42	L = WS <sup>2</sup> / 60
30	40	50	60	
35	55	68	82	L = WS
40	72	90	107	
45	120	150	180	
50	173	217	260	
55	147	183	220	L = WS
60	160	200	240	
65	173	217	260	
70	187	233	280	

- SYMBOLS**
- Work Area
  - Channelizing Device (See Index No. 600)
  - Work Zone Sign
  - Lane Identification - Direction of Traffic

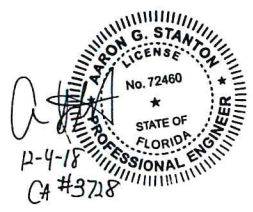
- GENERAL NOTES**
- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
  - SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
  - When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
  - For general TCZ requirements and additional information, refer to Index No. 600.

- DURATION NOTES**
- Signs and channelizing devices may be omitted if all of the following conditions are met:
    - Work operations are 60 minutes or less.
    - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe light operating.

W = Width of total shoulder in feet (combined paved and unpaved width)  
 S = Posted speed limit (mph)

**CONDITIONS**  
 WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRDACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 7' TO THE EDGE OF TRAVEL WAY.

- MAINTENANCE OF TRAFFIC NOTES:**
- SINCE OPEN CUT OPERATIONS ARE PROPOSED ACROSS A NUMBER OF EXISTING DRIVEWAYS ALONG MORNINGSIDE DRIVE (17<sup>TH</sup> PLACE), IT IS REQUIRED THAT ACCESS BE MAINTAINED AT ALL TIMES FOR RESIDENTS AND EMERGENCY PERSONNEL. DESIGN SPEED LIMIT FOR JUNGLE CLUB TRAIL AND MORNINGSIDE DRIVE IS 15 MPH.

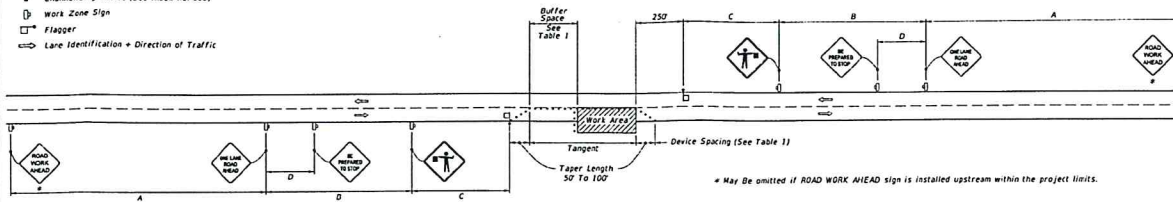


LAST REVISION 07/01/15	DESCRIPTION: REVISION	FDOT FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO. 602	SHEET NO. 1 of 1
---------------------------	--------------------------	--	-------------------------------------	------------------	---------------------

<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>JOB NO.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>17/01/15</td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NO.	REVISION	DATE	JOB NO.	1		17/01/15		2				3				4				5				<p>1835 20TH STREET        VERO BEACH, FL 32960        PH. (772) 569-0035        FAX. (772) 778-3817        MELBOURNE, FL - PH (321) 253-1515        FT. PIERCE, FL - PH (877) 468-9015</p>	<p>JONES PIER WETLAND        RESTORATION AND        PARKING IMPROVMENTS</p> <p>FLORIDA</p>	<p>INDIAN RIVER COUNTY</p>	<p>MAINTENANCE OF TRAFFIC PLANS</p>	<p>SHEET        C1        OF 2</p> <p>DATE        17/01/15</p>
NO.	REVISION	DATE	JOB NO.																										
1		17/01/15																											
2																													
3																													
4																													
5																													

**SYMBOLS:**

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic



\* May be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITHOUT TEMPORARY RAISED RUMBLE STRIPS

**GENERAL NOTES:**

1. Special Conditions may be required in accordance with these notes and the following sheets:
  - A. Railroad Crossings:
    - a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
    - b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the high-angle grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
  - B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shifts to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
  - A. Use when both of the following conditions are met concurrently:
    - a. Existing Posted Speed is 55 mph or greater;
    - b. Work duration is greater than 60 minutes.
  - B. Use a consistent Strip color throughout the work zone.
  - C. Place each Rumble Strip Set transversely across the lane at locations shown.
  - D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
  - A. Flag-carrying vehicle;
  - B. Official vehicle;
  - C. Pilot vehicles;
  - D. Traffic signals.

When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ indexes.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
  - A. Work operations are 60 minutes or less.
  - B. Speed limit is 45 mph or less.
  - C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
  - D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
  - E. Volume and complexity of the roadway has been considered.
  - F. If a railroad crossing is present, vehicles will not queue across rail tracks.
  - G. AFADs are not in use.
8. See Index 600 for general TCZ requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 950 and the APL vendor drawings.

Posted Speed	Maximum Spacing of Cones or Tubular Markers				Maximum Spacing of Type I or Type II Barricades/Panels/Drums				Distance Between Signs				Buffer Space
	On a Taper		On a Tangent		On a Taper		On a Tangent		A	B	C	D	
	25	30	35	40	45	50	55	60	65	70			
25	20'	20'	50'	20'	50'	200'	200'	200'	100'	155'			155'
30	20'	20'	50'	20'	50'	200'	200'	200'	100'	200'			200'
35	20'	20'	50'	20'	50'	200'	200'	200'	100'	250'			250'
40	20'	20'	50'	20'	50'	200'	200'	200'	100'	300'			300'
45	20'	20'	50'	20'	50'	350'	350'	350'	175'	350'			350'
50	20'	20'	50'	20'	100'	500'	500'	500'	250'	425'			425'
55	20'	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'			495'
60	20'	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'			570'
65	20'	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'			645'
70	20'	20'	50'	20'	100'	2640'	1500'	1000'	500'	720'			720'

**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUCH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

**MAINTENANCE OF TRAFFIC NOTES:**

1. SINCE OPEN CUT OPERATIONS ARE PROPOSED ACROSS A NUMBER OF EXISTING DRIVEWAYS ALONG MORNINGSIDE DRIVE (17<sup>TH</sup> PLACE), IT IS REQUIRED THAT ACCESS BE MAINTAINED AT ALL TIMES FOR RESIDENTS AND EMERGENCY PERSONNEL. DESIGN SPEED LIMIT FOR JUNGLE CLUB TRAIL AND MORNINGSIDE DRIVE IS 15 MPH.
- 2.



LAST REVISION 01/01/16	DESCRIPTION	FDDOT DESIGN STANDARDS	FY 2017-18	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX NO. 603	SHEET NO. 1 of 3
---------------------------	-------------	---------------------------	------------	--	------------------	---------------------

<table border="1"> <thead> <tr> <th>REVNO</th> <th>REVISIONS</th> <th>DATE</th> <th>JOB NO.</th> <th>17-0133</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>DESIGNED</td> <td></td> <td></td> <td></td> </tr> <tr> <td>02</td> <td>CHECKED</td> <td></td> <td></td> <td></td> </tr> <tr> <td>03</td> <td>DATE</td> <td>12/01/18</td> <td></td> <td></td> </tr> <tr> <td>04</td> <td>CHECKED</td> <td>ADD</td> <td></td> <td></td> </tr> <tr> <td>05</td> <td>DATE APPROVED</td> <td>12/04/18</td> <td></td> <td></td> </tr> </tbody> </table>	REVNO	REVISIONS	DATE	JOB NO.	17-0133	01	DESIGNED				02	CHECKED				03	DATE	12/01/18			04	CHECKED	ADD			05	DATE APPROVED	12/04/18			<p><b>IMBV</b> ENGINEERING, INC. 1835 20TH STREET VERO BEACH, FL 32906 PH. (772) 569-0035 PK. (772) 776-3017 MELBOURNE, FL - PH (321) 251-5102 FT. PIERCE, FL - PH (877) 465-8055</p>	<p>JONES PIER WETLAND RESTORATION AND PARKING IMPROVMENTS</p>	<p>INDIAN RIVER COUNTY FLORIDA</p>	<p>MAINTENANCE OF TRAFFIC PLANS</p>	<p>SHEET 02 OF 2</p>
REVNO	REVISIONS	DATE	JOB NO.	17-0133																															
01	DESIGNED																																		
02	CHECKED																																		
03	DATE	12/01/18																																	
04	CHECKED	ADD																																	
05	DATE APPROVED	12/04/18																																	



"General Decision Number: FL20190209 10/25/2019

Superseded General Decision Number: FL20180254

State: Florida

Construction Type: Building

County: Indian River County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	03/15/2019
3	08/30/2019
4	10/25/2019

ASBE0060-001 03/02/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.58	12.57

ELEC0728-003 03/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 32.63	12.23

ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.75	9.20

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20

OPERATOR: Oiler.....\$ 23.50 9.20

\* IRON0272-001 10/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.49	11.99

\* IRON0402-001 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.69	12.70

PLUM0630-004 07/01/2019

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 28.06	15.43

SFFL0821-004 01/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.38	19.44

SUFL2014-018 08/16/2016

	Rates	Fringes
CARPENTER.....	\$ 17.49	3.33
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06	0.70
IRONWORKER, REINFORCING.....	\$ 18.25	0.00
LABORER: Common or General.....	\$ 10.77	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.69	0.00



LABORER: Pipelayer.....	\$ 13.56	1.34
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00	2.82
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....		
	\$ 14.53	2.48
ROOFER.....	\$ 19.98	4.77
SHEET METAL WORKER, Includes HVAC Duct Installation.....		
	\$ 18.52	1.01
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.



-----

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"