

STANDARD PROJECT AGREEMENT
Between
THE CITY OF SUNRISE
and
JONES EDMUNDS & ASSOCIATES, INC.

This Standard Project Agreement (hereinafter referred to as the "Agreement") is made by and between THE CITY OF SUNRISE, FLORIDA, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Owner") and JONES EDMUNDS & ASSOCIATES, INC. (hereinafter referred to as the "Consultant") for services described below to be rendered for the following Project:

STORMWATER MASTER PLAN

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Consultant hereby agree as follows:

ARTICLE I

THE CONSULTANT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Consultant represents to the Owner that the Consultant is professionally qualified to act as the Consultant for the project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the Owner that the Consultant will maintain all necessary licenses, permits or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in Exhibit A, Scope of Services. The Consultant assumes full responsibility to the Owner for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

1.1.1 Consultant acknowledges and agrees the Owner has entered into DEP Agreement No. LP06252 State of Florida Department of Environmental Protection Division of Water Restoration Assistance Grant Agreement Pursuant to Line Item 1600A of the FY 16-17 General Appropriations Act ("Grant Agreement") with the Florida Department of Environmental Protection (FDEP) related to the subject matter of this Project Agreement. A copy of the Grant Agreement is attached hereto as Exhibit C and is incorporated as if fully set forth herein. Consultant agrees to comply with the terms and conditions of that Grant Agreement applicable to Consultant's Scope of Work, including, but not limited to provisions 3D, 10B, 12A, 21, and Attachment C and E. Pursuant to the Grant Agreement, Consultant further agrees to the following items:

- a) Consultant shall comply with paragraph 3.D. of the Grant Agreement and shall ensure that its invoices comply with paragraph 3.D. of the Grant Agreement and comply with the

minimum requirements set forth in Attachment C to the Grant Agreement "Contract Payment Requirements."

- b) Consultant shall promptly comply with requests from Owner or FDEP for copies of requests for documents, including but not limited to those documents identified in paragraphs 3.C., 3.D., and 3.E. of the Grant Agreement.
- c) Pursuant to Section 20.055(5), Fla. Stat., Consultant understands its duty to cooperate with FDEP's Inspector General in any investigation, audit, inspection, review or hearing.
- d) Consultant shall not exclude anyone from participation in, deny the proceeds or benefits of, or other be subjected to discrimination in performance of the Agreement on the grounds of race, creed, color, religion, national origin, age, gender or disability.
- e) An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Fla.Stat., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. By executing this Agreement, Consultant certifies that it is not on the discriminatory vendor list pursuant to Section 287.134, Fla. Stat. 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.
- f) Consultant agrees to allow Owner or FDEP access to and may observe and inspect work being performed under this Agreement, including by any of the following methods: i. Consultant shall provide access to any location or facility on which Consultant is performing work, or storing or staging equipment, materials or documents; ii. Consultant 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 parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- g) By executing this Agreement, Consultant certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Fla. Stat. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable subagreements entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Consultant shall comply with the Grant Agreement and with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Florida Department of Environmental Protection reveals that the Grant Agreement, applicable federal guidelines, procedures, or regulations were not followed by the Consultant (and/or any subconsultants) and FDEP requires reimbursement of the funds, the Consultant will be responsible for repayment to the Owner of all funds awarded under the terms of this Agreement.

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

1.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 MASTER PLANNING

The Owner has engaged the services of the Consultant to develop an updated Stormwater Master Plan (SWMP) which will reflect current land use, development, and topographic data within the City. The Consultant shall utilize the City's 2001 ICPR stormwater model as a basis for the new study. The Owner desires to use the most current version of Streamline Technologies Stormwater Modeling Software, ICPR4, to complete the plan. The Consultant will develop a comprehensive hydraulic stormwater model of the City's existing and proposed stormwater drainage basins. The model will be used to analyze the existing and proposed stormwater system and how it reacts to different boundary conditions, including but not limited to different design storms, and future land use.

In addition, the Consultant will develop a capital improvement program of recommended stormwater management improvements. The program will be developed based upon priority improvements needed to address critical areas of concern within the City and justified by the model analysis. A detailed breakout of the various Tasks and fees for the Project are included as shown in Exhibit A, Scope of Services.

1.4 ADDITIONAL SERVICES

The following services of the Consultant are not included in Section 1.3, nor in Exhibit A, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the Owner prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the Owner as provided hereinafter.

1.4.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the Owner, conduct feasibility studies, or assistance to the Owner in the completion of grant applications.

1.5 SERVICE SCHEDULE

1.5.1 The Consultant shall perform its services expeditiously within the agreed upon time frames. In this regard, the Consultant shall initially prepare and submit for the Owner's approval a schedule for the performance for the Consultant's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities have jurisdiction over the Project. The Owner shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Consultant. In the event the Owner rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the Owner and to which the Owner makes no objection shall be a condition precedent for any payment to the Consultant. If, in the event that the Project is suspended for more than thirty (30) days, the Consultant shall suspend services upon request of Owner. Any time spent on the Project at the request of the Owner or on the Owner's behalf during this

suspension shall be additional services and shall be paid based on the Hourly Rate Schedule attached to this Agreement as Exhibit B Fee Schedule.

1.6 PERSONNEL

1.6.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Brett Cunningham, PE	Project Officer
David Jones, PE	Senior Engineer
Justin Gregory, PE	Project Manager

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the Owner reserves the right to reject any proposed substitution for any of the above named individuals, and the Owner shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE CONSULTANT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Consultant with adequate information regarding the Owner's requirements for the Project including any desired or required Project schedule.

2.2 The Owner shall review any documents submitted by the Consultant requiring the Owner's decision, and shall render any required decision pertaining thereto in a timely fashion.

2.3 The Owner shall provide any test results and reports to the Consultant.

2.4 The Owner shall perform those duties set forth in Sections 2.1 through 2.3 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

2.5 The Owner's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the Project's intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE III

BASIS OF COMPENSATION

3.1 The Owner shall compensate the Consultant for services rendered pursuant to Section 1.3 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: **\$628,000**

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

3.2 Payment to the Consultant of the sum set forth in Section 3.1 shall be allocated as follows:

Task 1 – Project Management and Quality Assurance and Quality Control (QA/QC)	\$25,000	(4%)
Task 2 – Watershed Evaluation	\$203,000	(32%)
Task 3 – Model Development and Drainage Basin Analysis	\$334,000	(54%)
Task 4 – Community Rating System Evaluation	\$26,000	(4%)
Task 5 – Final Stormwater Masterplan Report	<u>\$40,000</u>	<u>(6%)</u>
Total	\$628,000	(100%)

3.3 Additional services of the Consultant as described in Section 1.4, if any, shall be compensated as follows:

SEE EXHIBIT B – FEE SCHEDULE

3.4 If the scope of the Consultant's services is changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

ARTICLE IV

PAYMENTS TO THE CONSULTANT

4.1 CONSULTANT'S INVOICES

4.1.1 The Consultant's invoice shall be accompanied by such documentation or data in support of the status of the Work performed.

4.1.2 If payment is requested for services rendered by the Consultant pursuant to Section 1.3, the invoice shall additionally reflect the allocations as provided in Section 3.2, and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment shall further constitute the Consultant's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Consultant to, others, including its subconsultants, incurred in connection with the Project, will be paid in full.

4.2 TIME FOR PAYMENT

4.2.1 The Owner shall make payment to the Consultant of all sums properly invoiced as provided in Section 4.1, within thirty (30) days of the Owner's receipt thereof. Upon receipt of the Consultant's invoice, the Owner shall review and notify the Consultant within twelve (12) working

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

days of receipt of any objection or modification of said invoice. Unless so notified, the invoice shall be deemed accepted and subject to payment provisions. If payment is not received by the Consultant from Owner within forty-five (45) days, the Consultant shall be permitted to charge interest for such outstanding invoices at the rate of 1/2% per month.

4.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

4.3.1 In the event that the Owner becomes credibly informed that any representations of the Consultant, provided pursuant to Subsection 4.1.2, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Furthermore, the Owner reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the Consultant for a particular phase of the work until such time as the particular phase is completed to the Owner's satisfaction; said retainage may be withheld at the sole discretion of the Owner and as security for the successful completion of the Consultant's duties and responsibilities under this Agreement.

4.4 CONSULTANT'S RECORDS

4.4.1 Documentation accurately reflecting the time expended by the Consultant and his personnel shall be maintained by the Consultant and shall be available to the Owner for review and copying upon request. The Consultant 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 Owner, FDEP, 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.

ARTICLE V

TERM AND TERMINATION

5.1 TERM OF AGREEMENT

5.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the date of execution hereof, unless and until terminated pursuant to Section 5.2 or 5.3, or other applicable sections of this Agreement. Unless otherwise terminated, the Utilities Director or Deputy Utilities Director may extend the term of this Agreement through written notification to the Consultant thirty (30) days prior to the expiration of the term. Such extension shall not exceed one (1) year. No further extensions of this Agreement shall be effective unless authorized by City Commission action.

5.2 TERMINATION FOR CAUSE

5.2.1 This Agreement may be terminated by either party upon three (3) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the Owner through the date of termination, less any amounts

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

which the Owner reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the Owner pay for profit or overhead on work not performed.

5.2.2 The employment of unauthorized aliens by Consultant is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the Owner through the date of termination, less any amounts which the Owner reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the Owner pay for profit or overhead on work not performed.

5.2.3 Pursuant to Section 287.135, Fla.Stat., the Owner may immediately terminate this Agreement for cause if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the Owner through the date of termination, less any amounts which the Owner reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the Owner pay for profit or overhead on work not performed.

5.3 TERMINATION BY THE OWNER WITHOUT CAUSE

5.3.1 This Agreement may be terminated by the Owner without cause upon five (5) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services performed prior to termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 4.1.

5.3.2 Under no circumstances shall the Owner make payment of profit or overhead for services that have not been performed.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 6.8.1, should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary. In the event the FDEP is involved in litigation regarding

the Grant Agreement, Consultant agrees that any action in connection thereto shall be brought in Leon County, Florida.

6.2 MEANING OF TERMS

6.2.1 Capitalized terms herein shall have the same meaning as those utilized in the Owner's standard Agreement for Construction.

6.3 TIME IS OF THE ESSENCE

6.3.1 Time limitations contained herein, or provided for hereby, are of the utmost importance to this Agreement.

6.4 USE AND OWNERSHIP OF DOCUMENTS

6.4.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, ESRI ArcGIS files, CAD drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the Owner or furnished by Consultant pursuant to this Project Agreement shall remain the property of the Owner, and, if a copyright is claimed, the Owner shall have exclusive use of all documents in perpetuity, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The aforementioned ESRI ArcGIS files and CAD drawings will be given to the Owner in the appropriate ESRI ArcGIS or AutoCAD electronic file format. Project documents will be provided to the Owner in MSWord, PDF, or similar electronic format. In no event shall the Consultant use, or permit to be used, any of the documents without the Owner's prior written authorization. Any reuse of such documents by the Owner without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk.

6.4.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Consultant for the Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall adhere to the same conditions stipulated in section 6.4.1.

6.4.3 All final documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer in the State of Florida.

6.5 SUCCESSORS AND ASSIGNS

6.5.1 The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

6.6 NO THIRD-PARTY BENEFICIARIES

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

6.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

6.7 INSURANCE

6.7.1 Consultant agrees to maintain, on a primary, non-contributory basis and at its sole expense, at all times during the life of this Project Agreement, the following insurance coverage and limits, including endorsements described herein. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Project Agreement.

6.7.2 **Commercial General Liability.** Consultant agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence \$1,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

6.7.3 **Business Automobile Liability.** Consultant agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

6.7.4 **Worker's Compensation Insurance & Employers Liability.** Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

6.7.5 **Professional Liability.** Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 Per Occurrence \$2,000,000 Annual Aggregate. Consultant agrees to notify the Owner when its Self-Insured Retention (SIR) exceeds \$25,000. When a SIR exceeds \$25,000, the Owner reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual financial report or audited financial statements to determine the Consultant's financial capacity to satisfy its SIR. When the Consultant's policy is written on a "Claims-Made" basis, the Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Project Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

6.7.6 **Additional Insured.** Consultant agrees to endorse Owner and Florida Department of Environmental Protection as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization Endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read, "City of Sunrise" and "State of Florida, Department of Environmental Protection."

6.7.7 **Waiver of Subrogation.** Consultant agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of

Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

6.7.8 Certificate(s) of Insurance. Consultant agrees to provide Owner and Florida Department of Environmental Protection a Certificate(s) of Insurance evidencing that all coverage, limits, self-insured retentions and endorsements, including renewals thereof, required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the Owner and Florida Department of Environmental Protection by fax or email in this section below within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Consultant agrees not to continue the Project pursuant to this Agreement, unless all required insurance remains in effect. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Fax (954) 572-2278
Email: purchasing@sunrisefl.gov

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351
Email: riskmanagement@sunrisefl.gov

Original to:

State of Florida
Attn: Michael Isaacson, or Successor
Department of Environmental Protection
Division of Water Restoration Assistance
3900 Commonwealth Blvd., MS#3505
Tallahassee, Florida 32399
Michael.Isaacson@dep.state.fl.us

6.7.9 Umbrella or Excess Liability. Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse Owner and Florida Department of Environmental Protection as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.7.10 Deductibles, Coinsurance Penalties, &/or Self-Insured Retentions. The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

6.7.11 **Right to Revise or Reject.** Owner reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

6.8 INDEMNIFICATION/HOLD HARMLESS

6.8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Owner, its officers and employees and Florida Department of Environmental Protection, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant or persons employed or utilized by the Consultant in performance of this Agreement. These indemnifications shall survive the term of this Agreement.

6.8.2 PURSUANT TO FLORIDA STATUTES §558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING WITHIN THE SCOPE AND OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

6.9 INDEPENDENT CONTRACTOR

6.9.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant who are subject to supervision by the Consultant, and who are not officers, employees, or agents of the Owner. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

6.10 NOTICES

Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail or other commercial overnight delivery services, with return receipt requested, addressed to the part for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR OWNER:

Utilities Director or Deputy Utilities Director
City of Sunrise

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
(954) 888-6055

WITH A COPY TO:

City Attorney's Office
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300

FOR CONSULTANT:

Kenneth S. Vogel, PE
Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, Florida 32641
(352) 377-5821

6.11 ENTIRE AGREEMENT

6.11.1 This Agreement represents the entire agreement between the Owner and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

6.12 PUBLIC RECORDS

6.12.1 The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Consultant and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Consultant shall:

- a) Keep and maintain public records required by the Owner to perform the services provided hereunder.
- b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Owner.
- d) Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in the possession of the Consultant or keep and maintain public records required by the

Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

If the Consultant fails to comply with the requirements in this Section 6.12.1, the Owner may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Owner within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL ([CITYCLERK @SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature; the Owner signing by and through its Mayor, authorized to execute same by City Commission, and by Jones Edmunds & Associates, Inc., by its duly authorized representative.

OWNER

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
____ day of _____, 2017.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

JONES EDMUNDS & ASSOCIATES, INC.

By: _____
Kenneth S. Vogel, PE
Managing Director & Senior Vice President

_____ day of _____, 2017.

AUTHENTICATE:

Secretary

Please print name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized Owner Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT A

SCOPE OF SERVICES

Project Background, Understanding and Goals

The City of Sunrise (the City) is engaging the services of an Engineering Consultant (the Consultant) to develop an updated Stormwater Master Plan (SWMP) which will reflect current land use, development and topographic data within the City. The Consultant shall utilize the City's 2001 Stormwater Master Plan and ICPR stormwater model as a basis for the new study. The City desires to use the most current version of Streamline Technologies Stormwater Modeling Software, ICPR4, to complete the plan.

The Consultant shall develop a comprehensive hydraulic stormwater model of the City's existing and proposed stormwater drainage basins. The model shall analyze the existing and proposed stormwater system and how it reacts to different boundary conditions, including but not limited to different design storms, and future land use.

In addition, the Consultant shall develop a capital improvement program of recommended stormwater management improvements. This program shall be developed based upon priority improvements needed to address critical areas of concern within the City and justified by model analysis.

General Information

The model for the SWMP will be developed using the Streamline Technologies' Interconnected Channel and Pond Routing Version 4 Modeling Software (ICPR4), with the data stored in the City's project geodatabase. The existing 2001 stormwater model, which includes 18 drainage basins, shall be converted to ICPR4 and revised to reflect the current and proposed land use, development, and improvements. The Consultant shall incorporate topographic data from the most recent Broward County LiDAR data collected by the Florida Division of Emergency Management (FDEM) into the model. The datum to be used for this project will be the North American Vertical Datum of 1988 (NAVD-88). All existing elevation data that will be utilized for the SWMP and in the revised stormwater model will be converted to NAVD-88.

Detailed Scope of Services

The Scope of Services is divided into five major elements: Project Management and Quality Assurance/Quality Control (Task 1.0); Watershed Evaluation (Task 2.0) which includes Data Assembly, Evaluation and Collection; Model Development (Task 3.0); a Community Rating System Evaluation (Task 4.0); and Final Stormwater Master Plan Report (Task 5.0).

Task 1.0 – Project Management and Quality Assurance and Quality Control (QA/QC)

The Consultant will utilize a Project Management System that combines expert-level management staff with effective technologies to ensure that project goals are met and schedules and budgets are maintained throughout each task of the project. The system is designed to provide our managers and our clients with timely, accurate information concerning the actual progress of work and its cost. Four components are used in our results focused project management approach:

- Project Plan
- Schedule and Budget Control
- Communication
- Quality Assurance/Quality Control

The Project Plan will be delivered under Task 2.1 and will include the project goals and objectives, project tasks and schedule, communication protocols including primary points of contact, allocation of staff and QA/QC elements.

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A detailed schedule for each task will be established using scheduling software and submitted to the City's Project Manager for review and approval. This schedule will allow the Consultant to monitor interdependent tasks to ensure that the overall project schedule and goals are met. If unplanned delays occur for any tasks at any time during the project schedule we will make timely and appropriate adjustments. However, often agency timelines, funding deadlines, fiscal years, and other constraints drive the project schedule. The Consultant understands this dynamic, and will work within the boundaries of a given program to meet the City's requirements.

This task includes time for project management and quality assurance/quality control for the various Stormwater Masterplan Tasks. Monthly progress meetings and conference calls will be conducted over the proposed project schedule to review status of deliverables, project issues, if any, and action items for the Consultant and/or City. It also includes five meetings with Senior City Staff and a presentation to the City Commission to discuss the SWMP and present the final deliverables.

The Consultant will conduct quality assurance and quality control. Quality control reviews will be documented by memorandum with attached graphics and/or related information to clarify and coordinate. The Consultant will prepare a Digital Quality Assurance/Quality Control (QA/QC) review map atlas in ArcMap (mxd) format for the watershed. It will include the following layers and information: historical and recent imagery, terrain information, soils, land use, FEMA Q3 data or current effective floodplains, review comments and responses, high water mark database information, SSURGO information, catchments, junctions, network, abutting watershed boundaries, roads, parcels, and ERPs included in the surface water model. The QA/QC review map will be used during the various meetings.

Reviews will be documented by comment geodatabases or memorandum with attached graphics, as appropriate. Additionally, reviews will be recorded in a master QA/QC log spreadsheet. The Engineer of Record will document that quality assurance/quality control has been performed on deliverables and that any outstanding issues have been communicated to the City.

Deliverables:

- Meeting summaries from the monthly progress meetings and/or conference calls
- Monthly progress reports for model development
- A digital QA/QC map as outlined above
- Presentation materials for staff and commission briefings

Task 2.0 – Watershed Evaluation

Work under this task shall include:

Task 2.1 – Project Kick Off Meeting

The Consultant will conduct a kickoff meeting with City staff to go over the project goals. The Consultant will discuss the project scope that highlights the project goals and objectives, project tasks and schedule. Communication protocols including primary points of contact, allocation of staff, project management and the various QA/QC elements pertaining to the Watershed Evaluation and Stormwater Management Plan will be discussed at the meeting.

Deliverables:

EXHIBIT A

- Meeting summary.
- Project Schedule.

Task 2.2 – Data Review and Collection

The data used for the new SWMP ICPR4 model will be a combination of existing data and new data collected under this agreement. Data to be examined and collected include survey, water level data, permitted discharge data and geotechnical data. The topographic information, including the most recent Broward County LiDAR data, will be included in this review. Work under this Task will include the following:

- Review the existing 2001 study information. The intent of the review is to identify any significant concerns with the 2001 study before this information is used to develop the ICPR 4 model. No survey or field review will be completed as a part of this Task.
- Verify the permitted control water elevations for the 18 Drainage Basins.
- Verify the allowable discharge rates required by permit for the 18 Drainage Basins.
- Research the SFWMD DBHydro database for SFWMD canal levels for heavy rainfall events within the past 15-years.
- Coordinate with the Central Broward Water Control District (CBWCD) for canal level information for the City's discharge point into the CBWCD system.
- Determine seasonal high water table (SHWT) elevations for the 18 Drainage Basins using best available information obtained from Broward County and SFWMD records and permits.
- Obtain the most recent NRCS (SSURGO), IFAS, and FEMA soils data for the area.
- Obtain the most recent NRCS Natural Soils Landscape Position (NSLP) data for the area.
- Review and revise the pervious/impervious areas for each Drainage Basin. This will be accomplished using the most recent Broward County aerial imagery, which will be used to estimate the street and building areas and identify those areas directly connected to the drainage features.
- Verify the City's eight stormwater pump station capacities, invert elevations, and operational levels.
- Verify the contributing public and private water body surface areas for the City's 18 Drainage Basins.
- Develop a GIS feature class that shows the location of areas identified by the City as having known flooding.
- Set up project folder containing the spatial features of City drainage facilities.

Deliverables:

- GIS database including verified data.
- Technical Memorandum summarizing the data review and collection.
- Copies of as-built data for drainage infrastructure that are hyperlinked to a spatial feature class.

Task 2.3 – Surveys

Once the model schematic is developed, the survey will be completed to support the ICPR4 modeling. The survey work will include the following:

- Survey the major outfalls and major water body interconnecting structures added after the 2001 SWMP to verify material type, size and invert elevations.

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- Survey and verify elevations for the major outfall control structures and other city maintained control structures. Up to 25 stormwater structures will be surveyed with a vertical accuracy of approximately of 0.2 feet.
- Survey up to 25 open channel cross-sections to support the ICPR4 model.

Deliverables:

- Survey of major stormwater control structures and culverts.
- Survey of open channel cross-sections to support ICPR 4 model.
- Survey Report.

Task 2.4 – ERP and Surface Water Management License Evaluation

The Consultant will evaluate Environmental Resource Permits (ERPs) and Broward County Surface Water Management Licenses (SWMs) within the watershed necessary to develop the model. The Consultant shall identify additional stormwater capacity within existing permits that will allow for future development in each basin. Up to 150 ERPs or SWM licenses will be reviewed.

The Consultant will review City, Broward County and South Florida Water Management District (SFWMD) archives for as-built information for the major city-maintained stormwater structures (culverts, weirs, and pumps) and major privately-maintained stormwater structures that outfall to the City's stormwater system that were added after the 2001 SWMP was completed.

Deliverables:

- Feature classes showing locations of ERPs, SWMs, land coverage, and soils.
- Copy of ERP and SWM license data collected from Broward County, the CBWCD and the SFWMD permit files in electronic format when available.
- Hyperlinks to the Broward County and SFWMD web sites for the ERP and SWM License data will be created.

Task 2.5 – Review and Evaluation of the City's Stormwater Management Program

The Consultant shall review and evaluate key aspects of the City's Stormwater Management Program. Work under this task shall include, but not be limited to the following:

- Perform a review of the stormwater components of the City's Land Development Code and Comprehensive Plan (Article XI and XII).
- Review the stormwater standard operating procedures (SOP's) and their compliance to the National Pollution Discharge Elimination (NPDES) permit requirements.
- Perform a comprehensive review of the City's Floodplain and Stormwater Ordinance (City Code Chapter 16, Articles XI and XII).
- Review the City's Comprehensive Plan for alignment with the goals of the SWMP.
- Review and verify the benchmark level of service of the stormwater management system in accordance with the City Code Chapter 16, Section 16-59.
- Develop emergency action plans for preparation and response to major rain events.

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Deliverables:

- Technical Memorandum summarizing the findings and recommendations for the City's Stormwater Management Program.
- An Emergency Action Plan for major rain events

Task 2.6 – Digital Terrain Data Development

Using information gathered in Tasks 2.2, 2.3, and 2.4, the Consultant will build an Esri Digital Terrain Model using the most recent Broward County FDEM LiDAR data points and breaklines and then convert the Terrain Model to a 5-foot-by-5-foot Digital Elevation Model (DEM). The Consultant will review the DEM for topographic void areas and areas of new development that will have an effect on hydraulic or hydrologic components of the model. Other items to be reviewed include the density of LiDAR returns, breaklining, and areas of new development. Areas of new development will be evaluated by reviewing the ERP polygons for major developments after the LiDAR date that are not apparent on the DEM and that can significantly impact the floodplain results for the region.

The Consultant will develop a memorandum outlining any areas of concern regarding FDEM topographic data that may have an effect on the model for review and discussion with the City. The Consultant will also develop a GIS layer and digital map showing the areas within the watershed that are noted as areas of concern for the City to review and determine a plan of action for the City to resolve, as required.

Deliverables:

- Technical Memorandum detailing issues related to FDEM topographic data for City review which includes the development of a plan of action to obtain additional data as required to address topographic voids in areas of new development and other identified concerns.
- Project geodatabase (DEM) of topographic information.

Task 3.0 – Model Development and Drainage Basin Analysis

The Consultant will review the 2001 SWMP and ICPR Stormwater Model and will utilize the existing ICPR Stormwater Model as a basis for the new study. The Consultant shall update and revise the City's current Stormwater Model using ICPR4. The Consultant will review and validate the existing input data for the 2001 Model prior to reuse in the new model, and update all datum to reflect NAVD-88 elevations. The model will be used to evaluate the overall performance of the system; to determine potential flooding problems, and to provide justification for potential stormwater capital improvement projects. The model shall incorporate new development data as well as impervious areas from developments after 2001. Work under this task will include the following:

Task 3.1 – Model Schematic

- Review the 2001 ICPR Model Drainage Basin and Sub basin boundaries and revise these based on the new DEM.
- Develop preliminary model nodes and links to support the ICPR4 model. It is assumed the model will require approximately 350 nodes.
- Meet with City to review model schematic and model scale.
- With input from City Staff, include more detailed modeling of specific areas of concern for potential flooding issues or that have had recent drainage improvements to verify performance of the same.

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Deliverable:

- Preliminary model schematic.

Task 3.2 –Model Parameterization

- Convert all necessary elevations in the 2001 ICPR model from NGVD-29 to NAVD-88.
- Develop node stage-storage relationships using the DEM data.
- Account for Directly Connected Impervious Areas (DCIA) and Non-Directly Connected Impervious Areas (NDCIA) within each Basin where applicable.
- Develop variable SFWMD canal tailwater elevations for large rainfall events based on SFWMD DBHydro canal level data. CBWCD canal level data will be used if available for the City's connection point to the CBWCD system.
- Model the effects of the groundwater-surface water interface and soil percolation where necessary to support flood modeling.
- Verify stormwater pump station capacities and revise the ICPR model as required.
- Review of the most recent Western Sunrise Basin 8 Stormwater Analysis and incorporate the validated changes into the updated model. The City will provide the most recent Basin 8 model to the Consultant.
- The updated model will include the recent Twin Lakes Drainage Improvements in Basin 17 East including the 48-inch flap gate installed on the Basin outfall pipe connection to the SFWMD C-13 Canal.
- Detailed groundwater modeling and 2D surface water modeling are not included.

Deliverables:

- Final model schematic and model parameters.
- Preliminary ICPR4 model.
- Technical Memorandum documenting the review of the recent Basin 8 analysis.

Task 3.3 – Drainage Basin Analysis and Model Calibration

- Calibrate and verify the model for up to three recorded storm events that exceed the mean-annual storm using the variable tailwater elevations developed in Task 3.2.
- Model the 10-year/1-day, 25-year/3-day, 100-year/3-day, and 500-year/3-day storm events with both allowable and zero discharge.
- If necessary, the City of Sunrise will contract with a geotechnical firm to conduct double-ring infiltrometer tests at sites identified by the Consultant.
- Identify any additional basin capacity to allow for future development. This additional capacity will be determined for the 18 city basins.

Deliverables:

- Technical Memorandum documenting calibration findings.
- Final calibrated ICPR4 Model and Drainage Basin analysis.

Task 3.4 – Stormwater GIS Database Updates

The Consultant shall review the City's current Stormwater GIS Database and revise the existing feature class attributes as needed. The Consultant shall make recommendations for additional

EXHIBIT A

features to be added to the GIS with information provided from the data collection and Stormwater Model Analysis. Work under this task shall include, but not be limited to the following:

- Coordinate and work with the City's GIS Staff on the revisions and enhancements to the existing Stormwater GIS. City GIS staff will make revisions to the enterprise geodatabase schema based on Consultant recommendations, and provide a Web/mobile based tool that the Consultant can use to add/modify features and attributes.
- Provide the Digital Elevation Model, and the results of the Stormwater Model analysis in Esri file geodatabase format.
- Populate the attributes with links to the SFWMD ERPs for City Drainage Basins and Broward County for SWMs for the various City facilities, with the goal of making the information available via interactive mapping applications that the City will configure.
- Create a citywide inundation map for the 100-year and 500-year flood based on the Stormwater Model results.

Deliverables:

- Revised geodatabase schema.
- Citywide flood inundation map.
- Technical Memorandum outlining GIS updates.

Task 3.5 – Additional Stormwater Modeling and Studies

The Consultant shall perform additional stormwater modeling and studies as directed by City Staff. Work under this task shall include, but not be limited to the following:

- Model Drainage Basin 17 West in detail to include Flamingo Road drainage connection into Artesia Linear Park and the Artesia Development drainage system.
- Model the removal of Flamingo Road drainage from Artesia Linear Park and re-routing drainage flows east into the Basin 17 East system.
- Model the Civic Center drainage system and Josh Lee Blvd. in detail to validate satisfactory operation of recent drainage improvements.
- Model the City's "A" Flood Zones in sufficient detail to verify the recently revised FEMA flood zone elevations.
- Model the Stormwater Pump Station No.8 discharge stilling pond and connection to the SFWMD North New River Canal in detail, and based on the results make recommendations for improvements.

Deliverables:

- Updated model and documentation of the drainage improvements included in the model.

Task 3.6 – Stormwater Capital Improvement Projects

- The Consultant will review modeled flooding relative to the City's level of service (LOS) to help prioritize projects.
- Based on the results of the stormwater modeling, the Consultant shall make recommendations for Stormwater Capital Improvement Projects (CIPs). Factors that will be considered in the development of CIP projects include:

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- a) Ability to obtain permits – CIP projects that are difficult to permit often have hidden costs and significant implementation delays. Pre-application meetings will take place with the applicable permitting agencies at the conceptual design level. These meetings will help avoid permitting issues when the concepts moved to the final design phase.
 - b) Accurate opinions of planning level probable cost – This is an important factor since these costs are used in the City's budgeting process for implementation. Construction costs are dynamic based on materials costs and the availability of contractors. The Consultant will have a cost estimator track these types of changes.
 - c) Citizen involvement – A project that is not accepted by the local community can be problematic to implement and can put staff and elected officials in a difficult position.
 - d) Cost-benefit – A favorable cost-benefit ratio makes it easier to obtain grant funding and have acceptance from the local community and elected officials.
 - e) Multi-purpose – A project that can provide benefits in multiple areas (e.g., flood protection, water quality, recreation, etc.) has a greater chance of having a favorable cost-benefit ratio and having community acceptance.
 - f) Operations and maintenance (O&M) – The O&M associated with a project is an important consideration. To help with that, the City's O&M staff will be included at the concept design review stage to understand their concerns and make adjustments to the concept design to make it easier and less costly to maintain.
- Up to 25 individual CIP concepts will be developed. Ten (10) of these projects will be evaluated in more detail, which will include hydraulic modeling, cost estimates, and benefits.
 - The Consultant will attend a public meeting to discuss the proposed CIPs.
 - Based on the outcome of the updated model, the Consultant will recommend locations and provide cost estimates for stream and rain gages with telemetry systems within each of the City's Drainage Basins.
 - As part of this task, the Consultant shall develop a methodology to investigate and catalog the condition of canal embankments within City right-of-way for potential undermining and slope failure and provide recommendations and cost estimates for repair of the embankments. The Consultant and the City will coordinate to identify the canals to be investigated and the types of features and attributes to be collected.
 - As a pilot study, approximately 0.25 mile of canal (up to 6 canal segments of approximately 200 feet) will be surveyed using hydrographic techniques to identify possible undercutting of the canal banks. Up to 3 conceptual canal repair options will be evaluated, and costs for these will be developed.
 - The Consultant will evaluate the condition of the major culverts and headwalls within City canal system and provide recommendations and planning level cost projections for repair or replacement of these. The Consultant will use a GIS Web/mobile application provided by the City to facilitate data collection.
 - Up to 30 culverts and headwalls identified by the City will be visually inspected with additional video inspection using a remotely operated vehicle. Only culverts greater than 30-inch diameter with more than 20 inches of water will be inspected using the ROV. Planning level conceptual costs for culvert and headwall repair will be developed. A brief summary of significant issues identified during the video inspection will be provided.

Our team will provide a high-level integration with the financial aspects of the stormwater program, providing strategic guidance to the team when prioritizing projects relative to cash, debt and rates.

Deliverables:

- Level of service analysis results (GIS and technical memorandum).

EXHIBIT A

- Prioritized list of Stormwater Capital Improvement Projects with design and construction cost estimates.
- A summary of significant issues identified for the culverts and headwalls with recommendations and cost estimates for repair/replacement.
- Technical Memorandum outlining the locations and associated costs for stream gages in each of the Drainage Basins.
- Technical Memorandum documenting the canal bank investigation methodology, recommended repairs and planning-level cost estimates.

Task 4 – Community Rating System Evaluation

The objective of the Community Rating System (CRS) is to reward communities that exceed the minimum National Flood Insurance Program (NFIP) requirements with reduced flood insurance premiums. Through activities that prevent or reduce flood losses, the City can maximize the CRS credits received, resulting in flood insurance premium reductions for their citizens. The CRS classes, credit points, and premium discounts have been recently updated, presenting an opportunity for the City to modify existing activities and incorporate supplementary activities to maintain the City's current CRS rating, or further reduce flood insurance premiums.

Task 4.1 – Data Collection

The objective of this task is to review the existing and proposed flood and stormwater activities and projects and identify those that maximize the CRS credits received using the current CRS (2013) Checklist. These activities and projects will be incorporated into a comprehensive program for implementation.

Data from Tasks 2.2, 2.4, 2.5 and 3.5 will be used to evaluate the current CRS activities and awarded points. Additional data to be evaluated may include:

- City Floodplain Management Program documents
- City Comprehensive Plan
- City CRS data
- City Emergency Management Plan
- City Communication's Office information and data
- City Local Mitigation Plan
- Completed flood reduction projects
- Operation and Maintenance protocols and activities
- Public Education Programs

The Consultant will review the data collected and compile lists of current floodplain management activities and earned NFIP-CRS points. If any data are missing, coordinate with the City to obtain the additional information.

EXHIBIT A

Deliverable:

- List of current floodplain management activities and earned CRS points, including a recommendation of CRS classification based on existing activities.

Task 4.2 – CRS Activity Comparison

The Consultant will compare the current CRS (2013) activities and point system (checklist) to the list of City activities and points compiled in the task above. Each current activity will be evaluated to determine the extent to which each is being implemented and its CRS benefit. A list of activity improvements and additional flood management activities will be compiled which address the City's susceptibility to flood hazards most effectively and efficiently.

Deliverable:

- Technical Memorandum that includes the detailed CRS activity evaluation and recommendations for an improved Floodplain Management Program.

Task 5 – Final Stormwater Master Plan Report

The Consultant will provide a draft and final SWMP report that includes all information and deliverables from Tasks 1-4. The information and model results shall be presented in such a manner that it can be interpreted by individuals with both a technical or non-technical background. Results of the Drainage Basin analysis and additional stormwater modeling studies shall be presented in both graphical and tabular formats.

Deliverables:

- One (1) digital copy of draft the SWMP report.
- Six (6) bound copies and one digital copy in PDF format of the final SWMP report.
- Two-year subscription for one seat of ICPR4.

EXHIBIT A

Table of Deliverables

The Consultant will begin work on the SWMP Tasks upon receipt of a signed project agreement and Notice to Proceed (NTP) from the City. The schedule for this project will be based on a mutual agreement between the City and the Consultant. Progress reports will be delivered on a monthly basis for the model development so payment may be made as progress is made on each Task. The project is estimated to be completed as follows:

Task	Expected Completion Date (Months after NTP)	Fee
Task 1.0 – Project Management and Quality Assurance and Quality Control (QA/QC)		
Meeting summaries from the monthly progress meetings and/or conference calls	26	\$5,000
Monthly progress reports for model development	26	\$4,000
A digital QA/QC map as outlined in Task 1.0	26	\$8,000
Presentation materials for staff and commission briefings	26	\$8,000
Task 2.0 – Watershed Evaluation		
<u>Task 2.1 Project Kick-off Meeting</u>		
Meeting summary	1	\$1,000
Project schedule	1	\$3,000
<u>Task 2.2 Data Review and Collection</u>		
GIS database including verified data	4	\$17,000
Technical Memorandum summarizing the data review and collection	4	\$23,000
Copies of as-built data for drainage infrastructure which is hyperlinked to a spatial feature class	7	\$21,000
<u>Task 2.3 - Survey</u>		
Survey of major stormwater control structures and culverts	12	\$11,000
Survey of open channel cross-sections to support ICPR 4 model	12	\$32,000
Survey Report	14	\$2,000
<u>Task 2.4 – ERP Evaluation</u>		
Feature classes showing locations of ERPs, SWMs land coverage, and soils	7	\$9,000
Copy of ERP and SWM license data collected from Broward County, CBWCD, and SFWMD permit files in electronic format when available.	7	\$30,000
Hyperlinks to Broward County, and SFWMD web sites for ERP and SWM License data	7	\$8,000

EXHIBIT A

<u>Task 2.5 – Review and Evaluation of the City’s Stormwater Program</u>		
Technical Memorandum summarizing the findings and recommendations for the City’s Stormwater Management Program.	8	\$20,000
An Emergency Action Plan for major rain events	10	\$9,000
<u>Task 2.6 – Digital Terrain Data Development</u>		
Technical Memorandum detailing issues related to FDEM topographic data for City review which includes the development of a plan of action to obtain additional data as required to address topographic voids in areas of new development and other identified concerns	6	\$9,000
Project geodatabase (DEM) of topographic information	6	\$8,000
Task 3.0 – Model Development and Drainage Basin Analysis		
<u>Task 3.1 –Model Schematic</u>		
Preliminary model schematic	10	\$33,000
<u>Task 3.2 –Model Parameterization</u>		
Final model schematic and model parameters	12	\$39,000
Preliminary ICPR4 model	14	\$27,000
Technical Memorandum documenting the review of the recent Basin 8 analysis	14	\$4,000
<u>Task 3.3 – Drainage Basin Analysis and Model Calibration</u>		
Technical Memorandum documenting calibration findings	16	\$4,000
Final calibrated ICPR4 Model and Drainage Basin analysis	17	\$24,000
<u>Task 3.4 – Stormwater GIS Database Updates</u>		
Revised geodatabase schema	18	\$5,000
Citywide flood inundation map	19	\$22,000
Technical Memorandum outlining GIS updates	19	\$11,000
<u>Task 3.5 – Additional Stormwater Modeling and Studies</u>		
Updated model and documentation of the drainage improvements included in the model	20	\$15,000
<u>Task 3.6 – Stormwater Capital Improvement Projects and Stormwater Utility</u>		
Level of Service Analysis results (GIS and technical memorandum)	20	\$5,000
Prioritized list of Stormwater Capital Improvement Projects and construction cost estimates	22	\$37,000

EXHIBIT A

A summary of significant issues identified for the culverts and headwalls with recommendations and cost estimates for repair/replacement. The City can add, at its discretion, additional culverts and headwalls at a unit rate of \$16,000 per 10 culverts and headwalls	22	\$35,000
Technical Memorandum outlining the locations and associated costs for stream gages in each of the Drainage Basins	22	\$8,000
Technical Memorandum documenting the canal bank investigations, recommended repairs and planning level cost estimates. The City can add, at its discretion, additional canal segments at a unit rate of \$32,000 per contiguous 0.25 mile	22	\$65,000
Task 4.0 – Community Rating System Evaluation		
<u>Task 4.1 – Data Collection</u>		
List of current floodplain management activities and earned CRS points, including a recommendation on what the CRS classification is based on existing activities	8	\$16,000
<u>Task 4.2 – CRS Activity Comparison</u>		
Technical Memorandum that includes the detailed CRS activity evaluation and recommendations for an improved Floodplain Management Program	12	\$10,000
Task 5 – Final Stormwater Master Plan Report		
One (1) digital copy of draft SWMP report	24	\$22,000
Six (6) bound copies and 1 digital copy of the final SWMP report	26	\$13,000
Two-year subscription for one seat of ICPR4	12	\$5,000
Total		\$628,000

EXHIBIT B

FEE SCHEDULE

JONES EDMUNDS & ASSOCIATES, INC.

Hourly Rate Schedule 2017

Project Officer	\$ 240.00
Sr. Project Manager	\$ 205.00
Project Manager.....	\$ 170.00
Chief Engineer or Scientist.....	\$ 220.00
Senior Engineer	\$ 215.00
Senior Scientist	\$ 160.00
Project Engineer or Scientist.....	\$ 150.00
Engineer or Scientist.....	\$ 120.00
Engineer Intern or Associate Scientist.....	\$ 100.00
Designer	\$ 120.00
Senior CADD Designer	\$ 115.00
CADD Designer	\$ 100.00
Senior CADD Technician	\$ 90.00
CADD Technician	\$ 80.00
Senior GIS Analyst or Senior GIS Programmer.....	\$ 130.00
GIS Analyst or Programmer	\$ 100.00
Senior GIS Technician	\$ 80.00
GIS Technician	\$ 70.00
Senior Database Administrator	\$ 165.00
Database Administrator.....	\$ 125.00
Environmental Data Analyst	\$ 90.00
Senior Field Technician Environmental	\$ 95.00
Field Technician Environmental	\$ 85.00
Senior Construction Administrator.....	\$ 150.00
Construction Administrator	\$ 120.00
Senior Field Representative Construction	\$ 105.00
Field Representative Construction	\$ 85.00
Construction Project Coordinator	\$ 70.00
Senior Administrative Assistant.....	\$ 85.00
Administrative Assistant.....	\$ 65.00
Senior Technical Editor	\$ 110.00

EXHIBIT C

DEP AGREEMENT NO. LP06252

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

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF SUNRISE, whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as "Grantee"), local government, to provide financial assistance for the Sunrise Stormwater Master Plan. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

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

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until March 31, 2020, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$450,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

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

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and

Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of

the quarterly reporting period. It is hereby understood and agreed by the parties that the term “quarterly” shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

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

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day’s written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee’s intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably

within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

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

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

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

10. RECORD KEEPING/AUDIT:

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

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

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

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

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

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

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

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

17. CONTACTS:

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

Michael Isaacson, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2928
E-mail Address:	Michael.Isaacson@dep.state.fl.us

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

Isabel Garcia, or Successor	
Grants Coordinator	
City of Sunrise	
10770 West Oakland Park Boulevard	
Sunrise, Florida 33351	
Telephone No.:	954-577-1138
Fax No.:	954-572-2469
E-mail Address:	igarcia@sunrisefl.gov

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

18. INSURANCE:

A. 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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may 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:

i. 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 Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

ii. Workers' Compensation and Employer's Liability Coverage. The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. 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 Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S.

Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

- B. 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 above. 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 are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- D. 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.
- E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the 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 the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the 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) calendar days after the cancellation of coverage.

19. CONFLICT OF INTEREST:

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

20. EQUIPMENT:

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

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

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

22. RESERVED.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

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

25. PHYSICAL ACCESS AND INSPECTION:

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

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

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

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

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

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

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

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF SUNRISE

By: _____
Mayor

Mayor Michael J. Ryan

Print Name of Authorized Person

Date: 3/28/17

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Trina Viehauer

Print Name and Title of Authorized Person

Date: 4/5/17

*Approved as to legal form for the city
Dorothy A. Fissel
its City Attorney*

Michael Isaacson
Michael Isaacson, DEP Grant Manager

Lisa Widener
Lisa Widener, DEP QC Reviewer

FEID No.: 59-0944587

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

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

**ATTACHMENT A
GRANT WORK PLAN**

PROJECT TITLE: Sunrise Stormwater Master Plan

PROJECT LOCATION: The Project will be located in the within the City of Sunrise in Broward County, Florida. Project coordinates are latitude 26.16853 N and longitude -80.29191 W.

PROJECT BACKGROUND: In 2014, the City of Sunrise (Grantee) determined that a comprehensive Stormwater Master Plan (SWMP) update was required in order to identify and prioritize potential flooding problems within the City.

PROJECT DESCRIPTION: The Grantee will utilize an engineering consultant to perform the various tasks to produce a Stormwater Master Plan. The new SWMP will address the City's current and future stormwater management challenges, and provide recommendations for stormwater capital improvement projects, including estimated design, construction, and operating costs, to the stormwater management system for both the existing and proposed new development areas of the City. The SWMP shall provide guidance to determine future funding requirements for stormwater capital improvement plan (CIP) for the next five, ten, and twenty years. Additional tasks in the new SWMP will include an evaluation of the City's stormwater infrastructure and canal system, and the Community Rating System for the National Flood Insurance Program.

TASKS and DELIVERABLES:

Task 1: Pre-Design Study

Task Description: The Grantee will perform an in depth analysis of the City's existing stormwater management system, and produce a Stormwater Master Plan Report that will identify potential flooding issues, and provide recommendations for capital improvements required to address the same.

Deliverables: A final Stormwater Master Plan Report will be submitted electronically to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the final Stormwater Master Plan Report.

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

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

Task No.	Task or Deliverable Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	\$450,000	07/01/2016	09/30/2019

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

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

Task/Deliverable

Task Budget

Number(s): _____

Amount: \$ _____ -

Grantee:

(Name & Mailing

Address)

Grantee Contact:

(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

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

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

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

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

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

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

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

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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

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

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

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

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

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

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

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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

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

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

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

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

Submittal Instructions

Instructions for E-mailing:

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

Remit Payment Request by E-mail to: SRF_Reporting@dep.state.fl.us

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

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

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

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

Michael Isaacson 850-245-2928

Michael.isaacson@dep.state.fl.us

ATTACHMENT C

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

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

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

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

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

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

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

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP60252		
Grantee Name:	City of Sunrise		
Grantee Address:	10770 West Oakland Park Boulevard Sunrise, Florida 33351		
Grantee's Grant Manager:	Isabel Garcia	Telephone No.:	954-577-1138
Reporting Period:			
Project Number and Title:	Sunrise Stormwater Master Plan		
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p>			
<p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06252 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date _____

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$450,000	140047

				Total Award	\$450,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.