

AMENDMENT No: 2
DEP AGREEMENT No: 06MO1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
AMENDMENT TO GRANT AGREEMENT FOR
CITY OF KEY WEST (SMATHERS BEACH CONSTRUCTION)

THIS AGREEMENT entered into on the 18th day of December, 2006 and amended on the 3rd day of January, 2008, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and the CITY OF KEY WEST, (hereinafter referred to as the "LOCAL SPONSOR"), is hereby amended as follows:

WHEREAS, the LOCAL SPONSOR has requested and the DEPARTMENT has agreed to extend this Agreement; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- Paragraph 2 is hereby deleted in its entirety and replaced with the following:

This Agreement shall begin on the last date executed and end on July 31, 2011. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this project by the LOCAL SPONSOR or its subcontractor beginning on or after December 18th 2006, may be eligible for cost sharing by the DEPARTMENT. If work identified in the approved Project Work Plan is completed prior to the date shown in the first sentence of this paragraph, the modification will be reduced to writing in an amendment to this Project Agreement.

- Paragraph 5 is hereby deleted in its entirety and replaced with the following:

The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of construction of truck haul beach nourishment project at Smathers Beach. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.

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- Paragraph 7 Table 1 is hereby revised as follows and the following language is hereby added to the Agreement:

TABLE 1

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
2.0	Design and Permitting				\$0
2.1	Design and Permitting		\$46,504	\$46,504	\$93,008
3.0	Construction				
3.1	Construction Administration		\$9,500	\$9,500	\$19,000
3.2	Truck Haul		\$382,941	\$382,941	\$765,882
	TOTAL PROJECT COSTS	\$0	\$438,945	\$438,945	\$877,890

Prior written approval from the DEPARTMENT’s Grant Program Administrator shall be required for changes between approved Project Tasks costs. Informal changes by the DEPARTMENT’s Grant Program Administrator may not exceed 10% of the total budget amount and may not change the Total Project Costs. The DEPARTMENT’s Grant Program Administrator will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes to Project Task costs greater than 10% will require a formal amendment to the Agreement. Any change to the Total Project Costs require formal amendment.

- Paragraph 14 is hereby revised to replace the fourth sentence as follows:

The cumulative amount retained for each eligible Task Scope of Work shall be disbursed to the LOCAL SPONSOR upon notification to the DEPARTMENT with an executed notice of completion (Attachment G) and after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement, all applicable DEPARTMENT permits and the applicable scope of work for said item.

- Paragraph 19 is hereby revised to change the DEPARTMENT’s Project Manager to Richard Noyes, Phone: 850/922-7865.

The LOCAL SPONSOR’s Project Manager for all matters is Janet Muccino, Phone: 305/809-3867. The DEPARTMENT's Project Manager for all technical matters is Richard Noyes, Phone: 850/922-7865 and the DEPARTMENT’s Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: 850/922-7711 or their successor(s). All matters shall be directed to the appropriate persons for action or disposition.

- Paragraph 22 the following language is hereby added to the Agreement:

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

- Paragraph 25 is hereby revised to add the following as subparagraph C:

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment G**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee’s fiscal year. Attachment G should be submitted to the DEPARTMENT’s Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

- Paragraph 35 is hereby deleted in its entirety and replaced with the following:

The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed scope of work.

- Paragraph 40 is hereby deleted in its entirety and replaced with the following:

The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a change in Contract/Project Manager, modification of deliverable due dates when such change does not involve a contract extension, and modifying the scope of services when such modification would not involve a decrease/increase in price or an extension of the contract performance period.

- All references to Attachment(s) A-1 and D-1, respectively, are hereby deleted and replaced with references to Attachment(s) A-2 and D-2.
- Attachment(s) A-1 and D-1 are hereby deleted in their entirety.
- Attachment(s) A-2 and D-2 as attached hereto are hereby added to the Agreement.
- Attachment G as attached hereto is hereby added to the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

CITY OF KEY WEST

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: City Manager

By: Michael R. Bant
Secretary or designee

Date: _____

Date: 4/9/10

FEID No. 59-6000346

Dena VanBandingh
Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

Grantee's Attorney

[Signature]
Department of Environmental Protection
Attorney

If someone other than the City Manager signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Project Work Plan (1 page)
Attachment	D-2	Request For Payment, Parts I - III (3 pages)
Attachment	G	Certification of Applicability to Single Audit Act Reporting (1 Page)

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ATTACHMENT A-2

PROJECT WORK PLAN

PROJECT NAME

The PROJECT consists of construction of a truck haul beach nourishment project at Smathers Beach. The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department of Environmental Protection permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the Department's Regional Data Collection and Processing Plan and Geographic Information System Plan, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. These plans may be found at <http://www.dep.state.fl.us/beaches/>. Three (3) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Task No: Eligible Project Item:

2.0 Design and Permitting

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

2.1 Design and permitting a beach nourishment project extending below mean high water in accordance with the approved scope of work for Smathers Beach. This project is to restore the beach to its design template in addition to the dune projects being constructed in 2009.

3.0 Construction

Work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

3.1 Construction Management for Smathers Beach in accordance with approved construction management scope of work.

3.2 Construction of a Truck Haul project.

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ATTACHMENT D-2

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: CITY OF KEY WEST (SMATHERS BEACH CONSTRUCTION)

Grantee: CITY OF KEY WEST

DEP Contract Number: 06MO1

Billing Number: _____

Billing Period: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____ *if applicable	\$ _____	\$ _____	\$ _____

Cost Summary:

State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Advance Pay	\$ _____	Less Advance Pay	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal Systems approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT - PART II**

REIMBURSEMENT DETAIL

Name of Project: _____		Billing# _____		Billing Period: _____		DEP CONTRACT NUMBER _____		Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)	
Grantee: _____		SOW/BID # (3)		Vendor Name		Total Amount Eligible for State Share (4)		Changes per BBBS Project Manager (5,6)	
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)	Check or Debit#	Approved Eligible Cost (6)	Accountant (6,6)	Approved Eligible Cost (6)	Eligible Cost (6)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
Totals for all items on page:									
Item #	Notes and invoice adjustment explanations per item # (5)								

Certification: I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name/Signature of Project Administrator _____ Date _____

Name/Signature of Project Financial Officer _____ Date _____

Form Instructions:
 (1) Grantee: enter exact amount of check or debit.
 (2) Grantee: enter the subtask ID# from the Eligible Project Item table of the DEP Grant.
 (3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Grantee: Insert this tracking number when applicable.
 (4) Grantee: insert only the amount of vendor payment that is assumed to be eligible for DEP cost share.
 (5) Grantee: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the contract and in accordance with state rule.
 (6) DEP staff: Enter the total amount of line item increase or decrease: if the adjustment is a decrease, precede the amount with the "-" (minus) sign.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**REQUEST FOR PAYMENT - PART III
PROJECT PROGRESS REPORT**

Name of Project: CITY OF KEY WEST (SMATHERS BEACH CONSTRUCTION)

Grantee: CITY OF KEY WEST

DEP Contract Number: 06MO1

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task No:	Eligible Project Item:
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2.0	DESIGN AND PERMITTING
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2.1	DESIGN AND PERMITTING
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3.0	CONSTRUCTION
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3.1	CONSTRUCTION ADMINISTRATION
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3.2	CONSTRUCTION OF A TRUCK HAUL
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ATTACHMENT G

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ _____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA# CFDA# DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

Name

Date

Title