RESOLUTION NO. 12-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA APPROVING TASK ORDER NO. 12-02 TO PEREZ ENGINEERING AND DEVELOPMENT, INC. IN AN AMOUNT NOT TO EXCEED $191,000.00 FOR ENGINEERING SERVICES FOR THE DESIGN OF STORMWATER GRAVITY WELLS FOR THE EAST FRONT STREET DRAINAGE PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 07-332, the City Commission approved a three-year contract with Perez Engineering and Development, Inc. for General Engineering Services and in Resolution No. 10-294 the contract was extended for an additional two years; and

WHEREAS, in Resolution No. 11-123, the City Commission accepted FEMA grant funds designated for design costs for stormwater infrastructure on East Front Street (FEMA funds 75% of project - $143,273, City share is 25% - $47,758.00);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That Task Order No. 12-02 for Perez Engineering and Development, Inc. for Engineering Services for the design of stormwater gravity wells for the East Front Street drainage projects in an amount not to exceed $191,000.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 18 day of January, 2012.

Authenticated by the presiding officer and Clerk of the Commission on January 19, 2012.

Filed with the Clerk January 19, 2012.

MARK ROSSI, VICE MAYOR

ATTEST:

Cheryl Smith

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager – Operations

FROM: Jay Gewin, Utilities Manager

DATE: December 30, 2011

RE: **Approval of Task Order # 12-02 from Perez Engineering and Development in the Amount of $191,000 for Engineering Services for the Design of Stormwater Gravity Wells for the East Front Street Drainage Project.**

ACTION STATEMENT:

This resolution will approve Task Order # 12-02 from Perez Engineering and Development in the amount of $191,000 for engineering services for the design of stormwater gravity wells for the East Front Street Drainage Project. FEMA is funding 75% of the design costs of this project.

The agreement will be executed pursuant to F.S. 287.055 (CCNA), City Code 2-841, and the City's contract with Perez Engineering approved by Resolution # 07-332 and extended and amended through Resolution 10-294.

BACKGROUND:

The Front St. area is historically troubled with flooding after severe rains. Stormwater flows downhill all the way from Olivia St. towards this basin, and high tides can make drainage even more difficult. The City's two pump-assisted wells at the end of Simonton St. can struggle to keep up with the inundation during severe rain events.

This project seeks to design stormwater gravity wells or other alternatives that will try to capture much of the rainwater flowing downhill before it can reach the low-lying busy Front St. area.

The City is finalizing a Stormwater Master Plan to address areas of local flooding, standing water (puddling), and flood control measures. This document will recommend a series of capital improvements based on stormwater modeling using new technology available to the City. The Master Plan has identified the best locations where gravity wells and other stormwater improvements can be built to maximize effectiveness.

In addition to decreasing the amount of stormwater flowing into the East Front St basin to help alleviate flooding, anticipated environmental results include reducing potential health risks to beach bathers by eliminating or reducing stormwater discharges to nearshore waters which may carry bacterial contamination. The project is also expected to aid in the protection of the aquatic resources in the nearshore Outstanding Florida Waters by eliminating or reducing stormwater discharges that contain nutrients, metals, hydro-carbons, and other stormwater pollutants.

In recognition of the repeated flooding that occurs on East Front St., FEMA has awarded the City a grant that will fund 75% of the design costs for stormwater infrastructure to help address the problem. The City Commission approved this grant via Resolution 11-123 on May 3, 2011. Design work needs to be completed by the last week in March. The federal share of the grant is $143,273, with the City's share at $47,758 (total grant - $191,031).

Once the design work is finished, the City will submit these documents along with a benefit/cost analysis and other deliverables to FEMA, who will review our submittal for possible grant funding for construction.

PURPOSE AND JUSTIFICATION

With the grant funding secured, and the recommendations from the Stormwater Master Plan complete, City Staff has requested Perez Engineering prepare this task order to design stormwater gravity wells to benefit the East Front St. Basin. Perez will also create a benefit/cost analysis and will prepare the materials to be shipped to FEMA.

This task order includes the following components pertaining to the design of 8-10 gravity injection wells and associated ADA and sidewalk improvements:

The scope of work within the task order includes the following:

- Site evaluation, data collection, and surveying
- Design of Stormwater Wells
- FDEP permitting services
- Preparation of bid documents
- Preparation of benefit/cost analysis and other deliverables for FEMA grant

The City or OMI does not have the staff available with the technical expertise required to perform this design work independently. Staff has reviewed this submittal and found it consistent with the hourly rates established in the City's contract extension with Perez Engineering.

Further, Staff does not feel that the hours that will be billed under this task order are disproportionately allotted to higher-wage management staff. In fact, the Principal of the firm only accounts for approximately 13.4% of the hours allotted in this task order.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can award the task order to Perez Engineering and proceed with the design of these gravity wells on a timely basis that will allow us to meet grant deadlines. The consultant has successful experience working with the City on other projects of a similar technical nature, and has very capable staff to ensure successful design. This option is recommended by City Staff, as the neither City nor OMI have the staff available with the ability to perform the scope of work included in this task order. It will also allow the City to proceed with design of the project, which will have significant benefits to a downtown high-traffic area that suffers from repeated flooding during heavy rains.

2. The City Commission can decline the task order from Perez Engineering. This option is not recommended by Staff, as the City will be unable to proceed with the East Front Street Stormwater project without properly engineered drawings and bid documents. We would lose grant funding as the 75% of project costs funded by FEMA towards the design of the project would be lost.

FINANCIAL IMPACT:

Costs for this task order total $191,000 and are budgeted in account # 402-3802-538-65/ST1201.

The City will be reimbursed 75% of these costs from FEMA in the amount of $143,250 as a part of Phase I design funding. The remaining $47,750 will be funded through the City's stormwater fund. The cost of this task order is within the budget that the City has established for the design portion of this project.

RECOMMENDATION:

Staff recommends that the City Commission select option 1, approving task order 12-02 from Perez Engineering and Development in the amount of $191,000 for the design of stormwater gravity wells for the East Front St. Drainage Project.

RESOLUTION NO. 11-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE EXECUTION OF THE ATTACHED "FEDERALLY FUNDED SUBGRANT AGREEMENT" CONTRACT NUMBER 11HM-2V-11-54-02-004 (STATE FEMA PROJECT NO: HMGP 1539-47-R; STATE PROJECT NO: 1539-116) WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR PHASE I FEMA FUNDING FOR EAST FRONT STREET FLOOD MITIGATION PROJECT, IN THE AMOUNT OF $148,094 (CITY MATCH 25% OF PROJECT COST); AMENDING THE FY 2011 STORMWATER BUDGET TO ACCEPT THE GRANT; APPROVING A BUDGET TRANSFER FROM STORMWATER RESERVES TO FUND THE CITY MATCH; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Federally Funded Subgrant Agreement" from the State of Florida Division of Emergency Management for Phase 1 of the East Front Street Flood Mitigation Drainage Project is hereby approved.

Section 2: That authorization is hereby granted for the City Manager to execute the Grant Agreement.

Section 3: That the 2011 Stormwater fund revenue account #402-0000-331-5001 shall be adjusted to reflect the allocation of grant funding.

Section 4: That the City's matching funds required for this grant, in the amount of $47,758.00, shall be budgeted from Stormwater Fund reserves.

Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of May, 2011.

Authenticated by the presiding officer and Clerk of the Commission on May 4, 2011.

Filed with the Clerk May 4, 2011.

Craig Cates

CRAIG CATES, MAYOR

ATTEST:

Cheryl Smith

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager - Operations

FROM: Jay Gewin, Utilities Manager

DATE: March 31, 2011

RE: **Acceptance and Execution of Contract No. HGMP 1539-47-R (State Project Number 1539-116) with the Florida Division of Emergency Management for $148,094 (25% match) Phase I FEMA funding for East Front St. Flood Mitigation Project. Amending the FY 2011 Stormwater Budget to Accept the Grant. Approving a Budget Transfer from Stormwater Reserves to Fund City Match.**

ACTION STATEMENT:

This resolution will accept and authorize the execution of a grant agreement with the Florida Division of Emergency Management (FDEM) to accept a $148,094 FEMA grant that requires a 25% match ($148,094 FEMA / $47,758 City of Key West) for the design of the East Front St. Flood Mitigation Project (Contract number HGMP 1539-47-R = State Project # 1539-116). This resolution will also approve a budget transfer from stormwater fund reserves to fund the design costs.

This resolution will also amend the FY 2011 stormwater budget to reflect our acceptance of the grant.

BACKGROUND:

The Front St. area is historically troubled with flooding after severe rains. Stormwater flows downhill all the way from Olivia St. towards this basin, and high tides can make drainage even more difficult. The City's two pump-assisted wells at the end of Simonton St. can struggle to keep up with the inundation during severe rain events.

This project seeks to design stormwater gravity wells or other alternatives that will try to capture much of the rainwater flowing downhill before it can reach Front St.

PURPOSE AND JUSTIFICATION

We are currently in the midst of preparing our comprehensive Stormwater Master Plan for the entire City of Key West. This project will inventory our entire stormwater infrastructure, and will run a series of models for rain storms of varying severity using current LIDAR satellite data. Based on the results of the modeling, the City will be presented with a prioritized stormwater capital project list. The projects ranking highest will be those that will benefit that greatest number of homes and businesses that flood most frequently. CH2M Hill is our consultant that is tasked with creating the Master Plan, which should be completed in August 2011.

This FEMA Phase I grant would cover 75% of the design costs for those projects that will be recommended by the Master Plan that will benefit the East Front St. basin. The grant also may be used to reimburse the portion of the Master Plan that includes the modeling of the East Front St basin.

Phase II of the grant, if approved by FEMA, would include reimbursing 75% of the construction costs. FEMA has indicated a willingness to increase the funding for the grant should the design costs of the East Front St. projects recommended the Master Plan exceed this funding amount of $148,094. They are also willing to extend the grant deadlines to help accommodate the City as needed.

Once the Master Plan is completed, representatives from FEMA plan to visit the City to look at the locations that would benefit from the entire list of capital project recommendations. They have indicated that additional projects from the Master Plan's capital project list, even those outside of the East Front St basin, could be eligible for grant funding at a 75% reimbursement rate.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can accept the grant and proceed with the design of stormwater improvements to the East Front St. basin after the recommendations from the Master Plan have been determined. Without the grant, which covers 75% of design costs, it would be difficult to proceed with the project without impacting other planned capital projects. This grant will also allow a portion of the Stormwater Master Plan to be reimbursed. This option will also amend the City budget to recognize the grant revenue, and will transfer the City's 25% share to cover the project from stormwater fund reserves.

2. The City Commission can reject the grant. With this option, the East Front St Drainage project would likely be delayed, and the City would lose the opportunity to have a portion of the Stormwater Master Plan reimbursed.

FINANCIAL IMPACT:

The grant funds were not included in the City's FY 2011 budget. Grant funds would be deposited into the Stormwater fund revenue account 402-0000-331-5001.

The project cost associated with the City's matching share of this grant is budgeted in expense account 402-3802-538-65 in years starting in FY 2015. We will process a budget transfer from Stormwater Fund reserves to fund the City's match for the design costs of the project.

The Stormwater Master Plan was included in the FY 2011 budget without benefitting from these grant funds.

RECOMMENDATION:
Staff recommends that the City Commission select option 1, accepting the $148,094 Phase I grant for the East Front St Basin from the Florida Division of Emergency Management. Additionally, we will recognize the additional grant revenue in the 2011 budget, and will process a budget transfer from the City's Stormwater Fund reserves to fund the City's 25% match share.

FDEM – BUREAU OF MITIGATION
ATTENDANCE ROSTER

Project: 1539-047-R CITY OF KEY WEST
Location: SLRC – Orlando – Conference Call
Date: Thursday, March 24, 2011 Time: 9:00am

PARTICIPANT NAME	AGENCY	E-MAIL ADDRESS	PHONE NUMBER
Jason McCright, Planning Manager	DEM	jason.mccright@em.myflorida.com	407.888.3720
Phyllis Wallace, Project Manager	DEM	phyllis.wallace@em.myflorida.com	407.888.3777
Carolyn Sheldon, Grants Administrator	City of Key West	csheldon@keywestcity.com	305.809.3741
Jay Gewin, Utilities Manager	City of Key West	jgewin@keywestcity.com	305.809.3902

Directions to Meeting Location: DEM - SLRC

NOTES FROM MEETING –

- The City is working on their Stormwater Master Plan, which will include components identified in their HMGP project. Currently the schedule for delivery of the Master Plan is August 2011. The City anticipates needing an additional 60-90 days to complete the design and engineering for Phase I. The City's Stormwater Master Plan will be for 5+ years out.
- DEM and the City will work closely to request a Period of Performance Extension for Phase I if necessary.
- As discussed, typically a disaster is to be fully closed-out of all projects within 7-10 years. Right now 1539-Charley is approaching 7 years.
- DEM would like to assist the City in finding other non-disaster funding sources. Typically non-disaster funding requires proof of flood insurance, which would unlikely be an issue for the City of Key West.
- DEM advised the City that if the Phase I submittal is consistent with the approved Scope of Work, that does not prohibit the City from adding elements during and while construction, is underway.
- The current Benefit Cost Analysis had a result of 1.87, which allows for some additional cost increases without real concern with the project non-longer remaining beneficial.
- The City wants to move forward with the design & engineering for Phase I and will look at if an expansion of the project is possible. In addition this City will process for execution the Phase I contract between the City and State.
- When the City of Key West generates its prioritized capital projects list as part of its Stormwater Master Plan, DEM will meet with City staff to determine future grant funding opportunities.

Next Meeting: To be determined.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

DAVID HALSTEAD
Director

September 16, 2010

Ms. Annalise Mannix, P.E.
City of Key West
627 Palm Avenue
Key West, Florida 33040

Re: HGMP 1539-47-R (State Project Number 1539-116), City of Key West, East Front Street, Flood Mitigation Project, Drainage, Request for review and approval of Contract

Dear Ms. Mannix:

The Division of Emergency Management (DEM) is pleased to inform you that the Federal Emergency Management Agency has approved the obligation of Hazard Mitigation Grant Program funds for the project number(s) listed above. Please note that this is an eligible cost-reimbursement contract, and as such, the recipient must make other funding arrangements to complete this project. However, the recipient may submit periodic requests for payment throughout the project process, consistent with the terms of the contract.

Please print four copies of the proposed contract between the City of Key West Engineering Department and DEM. The official representative, as listed below, will need to sign the signature Page (page 13) and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form (page 31). All four (4) copies of the contract should then be sent to the Tallahassee address listed below for full execution no later than ninety (90) days after receipt of this letter for final execution. One fully executed contract will be returned to the City of Key West Engineering Department for its files.

Official Representatives:

County:	Chairman of the Board of Commissioners
City:	Mayor
Indian Tribe:	Chief or President
Water Management District:	Chairman
Non-Profit:	Chairman of the Board

If there is an official that is not listed above who is authorized to sign the modifications for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

If you have questions regarding this contract or who is authorized to sign it, please call Phyllis Wallace at (407) 268-8942.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/paw/ml
Cc: Jason McCright

Attachment

Contract Number: 11HM-2V-11-54-02-004

CFDA Number: 97.039

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Key West, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin August 12, 2010 and shall end August 15, 2011 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) <u>AUDIT REQUIREMENTS</u>

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in

Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Recovery and Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Recovery and Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March

31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment F.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. 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.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Kathleen Marshall, Planning Manager
Bureau of Recovery and Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mr. David Fernandez
Assistant City Manager
City of Key West
525 Angela Street
Key West, Florida 33040
Telephone: (305) 809-3879
Fax: (305) 809-3886
Email: dfernand@keywestcity.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the fully executed subcontract must be forwarded to the Division within ten days of execution for review and approval. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement
Attachment E – Justification of Advance Payment
Attachment F – Quarterly Report Form
Attachment G – Warranties and Representations
Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$148,094.*00*** subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_______ An advance payment of $________ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this

Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: **CITY OF KEY WEST**

BY:______________________________________

Name and title: Craig Cates, Mayor

Date: May 3, 2011

FID# ____________________________

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY:__________________________________

Name and Title: David Halstead, Director

Date:________________________________

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program: *Federal Emergency Management Agency, Hazard Mitigation Grant*
Catalog of Federal Domestic Assistance Number: *97.039*
Amount of Federal Funding: *$148,094.00*

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:
List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities; include mitigation projects that will result in protection of public or private property from natural hazards. Eligible projects include, but are not limited to:
   - Acquisition of hazard prone properties
   - Retrofitting of existing buildings and facilities
   - Elevation of flood prone structures
   - Infrastructure protection measures
   - Storm water management improvements
   - Minor structural flood control projects
   - Relocation of structures from hazard prone areas
   - Retrofitting of existing buildings and facilities for shelters
   - Vegetative management/soil stabilization
   - Mitigation Planning Project
   - Other projects that reduce future disaster losses

2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: *Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, the City of Key West, proposes to improve the drainage of East Front Street in Key West, Florida 33040. A Phase I study will be conducted to determine modifications needed to improve and upgrade the existing drainage system. The completed construction project will minimize recurring flooding and reduce repetitive flood loss to properties. Phase I will provide funding for engineering design and analysis, surveying and environmental permitting that is necessary to improve flood protection.

The Phase I deliverables should:

- Have an engineer's plan that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and the Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas on the same plan.
- Meet all required environmental laws and policies. All environmental permits and approvals/concurrences must be obtained. A public notice must be published to notify interested parties of the proposed activity. Notices must be published in a manner that anyone that may be affected or interested in this project has access to the posting. The comment period expired and all comments addressed prior to initiating any construction activities.
- Refine the cost estimate. A new Benefit Cost Analysis will be performed using the revised information.
- Provide a set of Community Approved, State reviewed construction plans (sealed) for review and comment including milestones and timelines for completion of the final phase of the project and bid documents/award.

Phase I of this project is approved with the condition that the above list of deliverables will be submitted for review and approval by the State and FEMA before Phase II is considered. No construction work may begin until Phase II is approved

This is FEMA project **1539-047-R,** funded under 1539-DR-FL.

The Period of Performance for this project ends on August 15, 2011.

Schedule of Work

Survey:	3 Months
Engineering and Design:	2 Months
In-house Meetings and Reviews:	2 Months
Bidding:	2 Months
Permitting:	3 Months
Total Period of Performance:	12 Months

Budget

Line Item Budget*

	Project Cost	Federal Share	Local Share
Design of Well and Inlet System:	$ 85,000.00	$ 63,750.00	$ 21,250.00
Engineer Evaluation Study:	$101,031.00	$ 75,773.00	$ 25,258.00
Grout Design:	$ 5,000.00	$ 3,750.00	$ 1,250.00
Sub-Total:	$191,031.00	$ 143,273.00	$ 47,758.00
Administrative Cost:	$ 0.00	$ 4,821.00	$ 0.00
Total:	$191,031.00	$ 148,094.00	$ 47,758.00

** Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	$143,273.00 (75%)
Local Share:	$ 47,758.00 (25%)
Total Project Cost:	$191,031.00 (100%)

Recipient Administrative Allowance up to $4,821.00.

FE~~RAL EMERGENCY MANAGEMENT AGENCY
AZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1539	47-R	2	116	3	292	FL	Statewide

Subgrantee: Key West
Subgrantee FIPS Code: 087-36550

Project Title : CITY OF KEY WEST, MONROE COUNTY. EAST FRONT STREET DRAINAGE

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$143,273	$143,273	$0	$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$143,273	$740	$4,621	$148,634	08/11/2010	Accept	2010

Comments

Date: 08/11/2010 User Id: JHUNT3

Comment: HMO approves the obligation due to a budget increase. Forwarded to ES for approval.

Date: 08/11/2010 User Id: SSTUBBS

Comment: MA APPROVES OBLIGATION OF FUNDS. FORWARDING FOR HMO APPROVAL

Authorization

Preparer Name: SELITA STUBBS

Preparation Date: 08/11/2010

HMO Authorization Name: JEFFREY HUNT

HMO Authorization Date: 08/11/2010

Sliding Scale Percentage:

up to	$100,000	=	3.00%
up to	$1,000,000	=	2.00%
up to	$5,000,000.00	=	1.00%
Excess		=	0.50%

08/11/2010
14:33

FEDERAL EMERGENCY MANAGEMENT AGENCY
AZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP-OB-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1539	47-R	2	116	3	292	FL	Statewide

Subgrantee: Key West

Subgrantee FIPS Code: 087-38550

Project Title : CITY OF KEY WEST, MONROE COUNTY, EAST FRONT STREET DRAINAGE

Admin Calculation

Admin Cost Calculation: Sliding Scale

Calculation Percentage: N/A

Justification:

MT DL

8/16/2010

Authorizing Official Signature | Authorizing Official Title | Authorization Date

Authorizing Official Signature | Authorizing Official Title | Authorization Date

Sliding Scale Percentage:

up to	$100,000	=	3.00%
up to	$1,000,000	=	2.00%
up to	$5,000,000.00	=	1.00%
Excess		=	0.50%

08/11/2010
2:13 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Project Management Report

HMGP-AP-01

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
1539	47 -R	2	116	FL	Statewide

Subgrantee: Key West
FIPS Code: 087-36550

Project Title : CITY OF KEY WEST, MONROE COUNTY, EAST FRONT STREET DRAIN/

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : CITY OF KEY WEST, MONROE COUNTY, EAST FRONT STREET DRAINA

Grantee : Statewide

Subgrantee : Key West

Grantee County Name : Monroe

Subgrantee County Name : Monroe

Grantee County Code : 87

Subgrantee County Code : 87

Grantee Place Name : Kay West

Subgrantee Place Name : Key West

Grantee Place Code : 0

Subgrantee Place Code : 36550

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
1	SURVEY - PHASE 1	90 DAYS	00/00/0000	00/00/0000	00/00/0000
2	SURVEY - PHASE 1	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	SURVEY - PHASE 1	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	ENGINEERING AND DESIGN - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
1	ENGINEERING AND DESIGN - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
2	ENGINEERING AND DESIGN - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
1	INHOUSE MEETINGS AND REVIEWS - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
0	INHOUSE MEETINGS AND REVIEWS - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
2	INHOUSE MEETINGS AND REVIEWS - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
1	BIDS - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
0	BIDS - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
2	BIDS - PHASE 1	60 DAYS	00/00/0000	00/00/0000	00/00/0000
1	PERMITTING - PHASE 1	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	PERMITTING - PHASE 1	90 DAYS	00/00/0000	00/00/0000	00/00/0000
2	PERMITTING - PHASE 1	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	CONSTRUCTION - PHASE II	180 DAYS	00/00/0000	00/00/0000	00/00/0000
1	CONSTRUCTION - PHASE II	180 DAYS	00/00/0000	00/00/0000	00/00/0000
2	CONSTRUCTION - PHASE II	180 DAYS	00/00/0000	00/00/0000	00/00/0000
1	MATERIALS DELIVERIES - PHASE II	90 DAYS	00/00/0000	00/00/0000	00/00/0000
2	MATERIALS DELIVERIES - PHASE II	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	MATERIALS DELIVERIES - PHASE II	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	BIDDING AND CONTRACTING - PHASE II	60 DAYS	00/00/0000	00/00/0000	00/00/0000
1	BIDDING AND CONTRACTING - PHASE II	60 DAYS	00/00/0000	00/00/0000	00/00/0000
2	BIDDING AND CONTRACTING - PHASE II	60 DAYS	00/00/0000	00/00/0000	00/00/0000
1	UNPREDICTABLE WEATHER CONDITIONS - PHA	60 DAYS	00/00/0000	00/00/0000	00/00/0000
0	UNPREDICTABLE WEATHER CONDITIONS - PHA	60 DAYS	00/00/0000	00/00/0000	00/00/0000
2	UNPREDICTABLE WEATHER CONDITIONS - PHA	60 DAYS	00/00/0000	00/00/0000	00/00/0000

08/11/2010
2:13 PM

"DERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Project Management Report

HMGP-AP-01

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
1539	47-R	2	116	FL	Statewide

Subgrantee: Key West
FIPS Code: 087-36550

Project Title : CITY OF KEY WEST, MONROE COUNTY, EAST FRONT STREET DRAIN/

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
1	STATE CONTRACTING - PHASE II	60 DAYS	00/00/0000	00/00/0000	00/00/0000
2	STATE CONTRACTING - PHASE II	60 DAYS	00/00/0000	00/00/0000	00/00/0000
0	STATE CONTRACTING - PHASE II	60 DAYS	00/00/0000	00/00/0000	00/00/0000
1	INHOUSE CLEAN-UP - PHASE II	90 DAYS	00/00/0000	00/00/0000	00/00/0000
2	INHOUSE CLEAN-UP - PHASE II	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	INHOUSE CLEAN-UP - PHASE II	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	FINAL INSPECTION AND CLOSE OUTS - PHASE	180 DAYS	00/00/0000	00/00/0000	00/00/0000
2	FINAL INSPECTION AND CLOSE OUTS - PHASE	180 DAYS	00/00/0000	00/00/0000	00/00/0000
1	FINAL INSPECTION AND CLOSE OUTS - PHASE	180 DAYS	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
$191,031	75.000000000	$143,273	25.00000000	$601,753

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Proj Alloc Amount Fed Share	Grantee Admin Amount	Subgrantee Admin Amount	Total Alloc Amount
18	A	03/06/2006	03/06/2006	2006	805255	15	$143,273	$740	$4,821	$148,834
78	A	04/14/2008	04/14/2008	2007	99999	999	$-143,273	$-740	$-4,821	$-148,834
164	A	08/10/2010	08/10/2010	2010	1780083	4	$143,273	$740	$4,821	$148,834
						Total	$143,273	$740	$4,821	$148,834

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Grantee Admin Amount	Subgrantee Admin Amount	Total Obligated Amount
1	A	03/08/2006	03/08/2006	2006	895971	60	60	$143,273	$740	$4,821	$148,834
2	A	04/14/2008	04/14/2008	2007	1483190	182	182	$-143,273	$-740	$-4,821	$-148,834
3	A	08/11/2010	08/11/2010	2010	1894429	291	292	$143,273	$740	$4,821	$148,834
							Total	$143,273	$740	$4,821	$148,834

08/11/2010

2:12 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

Environmental Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
1539	47-R	2	116	FL	Statewide

Subgrantee: Key West

FIPS Code: 087-36550

Project Title : CITY OF KEY WEST, MONROE COUNTY, EAST FRONT STREET DRAIN/

FEMA Laws/EOs

Laws/EOs	Status
Coastal Barriers Resources Act (CBRA)	Completed
Clean Water Act (CWA)	Completed
Coastal Zone Management Act (CZMA)	Completed
Endangered Species Act (ESA)	Completed

Comment: Phase I: No effect to any T & E species or habitat per proejct description.-HBATSON1-05/13/2010 17:38 GMT

Laws/EOs	Status
Fish and Wildlife Coordination Act (FWCA)	Completed
National Historic Preservation Act (NHPA)	Completed

Comment: Phase I: The project as described will have no effect on any historic resources.-HBATSON1-05/13/2010 17:40 GMT

Laws/EOs	Status
Clean Air Act (CAA)	Completed
E.O. 11988: Floodplains	Completed

Comment: Phase I The action described has no potential to adversely impact the floodplian, Zones AE, X -HBATSON1-05/13/2010 17:39 GMT

Laws/EOs	Status
E.O 11990 Wetlands	Completed
E.O. 12898, Environmental Justice for Low Income and Minority Populations	Completed

FEMA NEPA Process

FEMA Status

Catex - Completed

1 CATEX Type Code

3 Studies that involve no commitment of resources (iii)

If an extraordinary circumstance exists and leads to a significant environmental impact (see 44CFR 10.8 (d) (3)), an Environ.Assesment shall be prepared.

☑ No Extraordinary Circumstances Requiring an EA

Documentation Complete05/13/2010

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

Environmental Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
1539	47 -R	2	116	FL	Statewide

Subgrantee: Key West

FIPS Code: 087-36550

Project Title : CITY OF KEY WEST, MONROE COUNTY, EAST FRONT STREET DRAIN/

Standard Conditions

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Comment:

The catex is for Phase one of the project, which includes engineering and permitting. Another catex will be issued for the actual work at a later time.-HPELT1-02/01/2006 19:39 GMT
5/29/08 - EO approval for withdrawal.-RMYERS1-05/29/2008 19:01 GMT
Approval applies only to Phase I (engineering, design and permitting) of this multiphase drainage project. The Phase II proposal by the applicant is to intercept water from the top of the drainage basin and diverting it to storm water wells and away from the undersized, existing piping system. Each well system is expected to contain a multi-chamber sediment and petroleum removal system, 4 catch basins, one 90-foot deep cased well and regrading of the intersection to collect all water flow and ensure compliance with the Federal ADA (as it relates to the construction of curb inlets). An additional component to the project is the injection of hydraulic grout around the existing piping system below 3-foot elevation to ensure a water tight system.
Phase I (engineering, design and permitting) of this project is categorically excluded from the preparation of an Environmental Assessment and/or Environmental Impact Statement under 44 CFR Part 10.8(d)(2)(iii).
Phase I approval is contingant on providing the following:

□Confirmation of Public Notification and resolution of comments received.

Phase II of this project will require additional environmental approval by FEMA. As a reminder, the sub-grantee must comply with all applicable Federal, State and local laws and regulations and must obtain all required permits as a condition of FEMA funding. Final engineering and design and/or any other changes to the approved project description will require resubmission through the State to FEMA and will require reevaluation of compliance with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with requirements may jeopardize FEMA's ability to fund this project
-HBATSON1-05/13/2010 17:40 GMT

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement

In addition to the above statues and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any federal, state, or local environmental or land use permitting authority, where required. Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project:

1. The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

2. No new structure will be erected on property other than:
   (a) a public facility that is open on all sides and functionally related to a designated open space;
   (b) a restroom; or
3. A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
4. After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
5. If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the Regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase, that a full environmental review must be completed prior to funding Phase II.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

1. For construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13 (c));
2. A change in the scope of work must be approved by FEMA in advance regardless of the budget implications; and
3. The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA 60 days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statues and regulations, to the extent applicable:

1) 53 Federal Register 8034
2) Federal Acquisition Regulations 31.2 and 031.2
3) Section 1352, Title 31, US Code
4) OMB Circulars A-21, A-87, A-110, A-122
5) Chapter 473, Florida Statutes
6) Chapter 215, Florida Statutes
7) Section 768.28, Florida Statutes
8) Chapter 119, Florida Statutes
9) Section 216.181(6), Florida Statutes
10) Cash Management Improvement Act Of 1990
11) American with Disabilities Act
12) Section 112.061, Florida Statutes

13) Immigration and Nationality Act
14) Section 286.011, Florida Statutes
15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule,
16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
19) 28 CFR applicable to grants and cooperative agreements
20) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
21) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
22) Section 504 of the Rehabilitation Act of 1973, as amended;
23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
24) 28 CFR Part 42, Subparts C,D,E, and G
25) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement, and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid to the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessability Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of

Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate

adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

(4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards,** Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property.

If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously

unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Recipient acknowledges that FEMA may require Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;

(v) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

2. Return the property to its natural state as though no improvements had ever been contained thereon.

3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

4. Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazards Present
   b. Health Hazards Present
   c. Hazardous Materials Present

5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

6. Leave the demolished site clean, level and free of debris.

7. Notify the Division promptly of any unusual existing condition which hampers the contractors work.

8. Obtain all required permits.

9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

11. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.

12. Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: City of Key West

ADDRESS: ______

CITY, STATE, ZIP CODE: ______

PAYMENT No:______ DEM Agreement No: 11HM-2V-11-54-02-004

FEMA Tracking Numbers: 1539-047-R

Eligible Amount 100%	Obligated Federal 75%	Obligated Non-Federal 25%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST $______

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE ______

NAME AND ______ DATE: ______

TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL $______

ADMINISTRATIVE COST $______ GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT $______

DATE

Attachment D
(continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION GRANT PROGRAM

Applicant: City of Key West

Disaster No. #1539

DEM Agreement No. 11HM-2V-11-54-02-004

FEMA Tracking # 1539-047-R

Applicant's Reference No. (Warrant, Voucher, Claim Check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

[ ] NO ADVANCE REQUESTED	[ ] ADVANCE REQUESTED
No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.	Advance payment of $ ____________ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet.

	DESCRIPTION	(A) FFY 2008-2009	(B) FFY 2009-2010	(C) FFY 2010-2011	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES[1]				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

[1]First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALULATION:

______________________ X $ ______________________ = ______________

Cell D3 | **HMGP Award (Do not include match)** | **MAXIMUM ADVANCE**

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

[ ] Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.

[ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2009-2010------------ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: City of Key West

Project Number # 1539-047-R

PROJECT LOCATION: Drainage

DEM ID #: 11HM-2V-11-54-02-004

DISASTER NUMBER: FEMA-1539-DR-FL

QUARTER ENDING: ____________

Provide amount of advance funds disbursed for period (if applicable) $________________
Provide reimbursement projections for this project:

July-Sep, 200__$______ Oct-Dec, 200__$______ Jan-Mar, 200__$_____ Apr-June, 200__$_____

July-Sep, 200__$______ Oct-Dec, 200__$______ Jan-Mar, 200__$______ Apr-June, 200__$_____

Percentage of Work Completed (may be confirmed by state inspectors): __________%

Project Proceeding on Schedule: [ ] Yes [ ] No

Describe milestones achieved during this quarter:

____
____
____

Provide a schedule for the remainder of work to project completion:

____
____
____

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

____
____
____

Cost Status: [ ] Cost Unchanged [ ] Under Budget [ ] Over Budget

Additional Comments/Elaboration:

____
____
____

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated-overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form ______________________________

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation..

Competition.
All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.
The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours
The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting
All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, ______________________________, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

____

By:______________________________
Signature

____
Name and Title

____
Street Address

____
City, State, Zip

____
Date

____
Recipient's Name

11HM-2V-11-54-02-004
Division Contract Number

PROPOSAL FOR PROFESSIONAL SERVICES

Task Order 12-02

Engineering Design and Technical Services

East Front Street Storm Water Improvements

FEMA Hazard Mitigation Grant No. 1539-47-R

Prepared for

City of Key West Utilities Department

January 2, 2012

PEREZ ENGINEERING
& DEVELOPMENT, INC

1010 Kennedy Drive, Suite 400

Key West, Florida 33040

305-293-9440

BACKGROUND AND OBJECTIVES

The City developed a Long Range Storm Water Utility Plan to address areas of local flooding, standing water (puddling), and flood control measures. The City has also prepared a Storm Water Master Plan to identify and prioritize new storm water projects. The Storm Water Master Plan has identified the need for improvements to the East Front Street area and its contributing drainage basin areas.

The City has been awarded a Hazard Mitigation Grant (FEMA Project 1539-47-R) for Phase I of this project. The Phase I deliverables include, but are not limited to the following:

- Engineer's plans that clearly show the pre and post effects of the proposed project.
- The plans shall depict the physical locations and elevations of the infrastructure and the FEMA Special Flood Hazard Areas.
- Publish public notices in a manner that anyone that may be affected or interested in this project has access to the posting and meet all required environmental laws and policies.
- Preparation of a detailed Benefit Cost Analysis.
- Provide FEMA a set of community approved, State reviewed construction plans (sealed) for review and comment including milestones and timelines for completion of the final phase of the project and bid documents/award.

The City must demonstrate they are committed to implement and ready to construct additional drainage improvements in order to obtain the greatest amount of state and federal grant funds. <u>This task order includes the following components pertaining to the storm water improvements including construction of storm sewer, storm inlets, and gravity injection wells at eight (8) to ten (10) locations:</u>

- Project management - Design,
- Land surveying,
- Final construction plans and specifications,
- Detailed construction cost estimate, and
- Benefit Cost Analysis.

SCOPE OF WORK

TASK 1 – SITE EVALUATION, DATA COLLECTION AND SURVEY

1.1 Collect and review available as-built documents and drainage basin data describing the existing land use, drainage facilities, topography, utility atlas maps and utility record drawings.

1.2 Review the Storm Water Master Plan with City staff to identify the specific locations and limits of the proposed improvements.

1.3 Perform project area inspection to determine City drainage sub-basins and confirm existing physical conditions pertaining to current stormwater drainage elements, patterns and characteristics.

1.4 Prepare a detailed topographic survey of each intersection/location. The surveys shall extend a minimum of 100 feet beyond each intersection/location.

1.5 Attend and assist the City with public meeting(s).

TASK 2 – PRELIMINARY DESIGN

2.1 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2 These drawings shall consist of a cover sheet, overall site plan/key map, intersection site plans, and details. The drawings shall also depict any required ADA sidewalk improvements. These drawings will be of presentation quality intended to reflect the final product.

2.3 Prepare a preliminary estimate of construction costs based on current area, volume or other unit costs, which shall be updated throughout the design development phase.

2.4 Prepare a development schedule, which shall include, but shall not be limited to, the review and approval times by all governmental agencies as may be required.

2.5 Make available all design calculations and associated data.

2.6 Furnish five (5) copies of the Preliminary Design documents and present and review them with the City.

2.7 Upon receipt of complete written comments from all applicable CITY departments, we shall address the comments, provide the necessary revisions and prepare final drawings.

TASK 3 – FINAL DESIGN

3.1 Prepare construction documents which shall include but not be limited to drawings and technical specifications, general and supplementary conditions, bid forms, invitations to bid, instructions to bidders, with technical criteria, descriptions and design data necessary for permitting by governmental authorities, and shall include any further adjustments in the scope or quality of the project or in the construction budget authorized by the City.

3.2 Prepare a detailed opinion of probable cost which shall be reviewed by the City prior to going out for bids.

3.3 Use front end bid documents provided by the City including bidding forms, conditions of the contract, and form of AGREEMENT between the City and CONTRACTOR.

3.4 Make available all design calculations and associated Data.

3.5 Furnish five (5) copies of the 95% Complete Design documents and present and review them with the City for final comments and revisions.

3.6 Provide 100% complete contract documents for bidding purposes (hardcopies and electronic format).

3.7 Prepare a Benefit Cost Analysis using the hydrologic and hydraulic modeling results from the City's Storm Water Master Plan. The Benefit Cost Analysis shall be prepared with FEMA's Benefit Cost Analysis Software.

3.8 Prepare the appropriate documents for FEMA to facilitate a tribal consultation process. These documents shall contain the following:

- Lat/Long coordinates for all boundaries of the project.
- Indicate the level of project ground disturbance as follows: The area (horizontal limits) in square feet and the depth (vertical) in feet of ground disturbance.
- A high-quality topographic map with the project location.

DELIVERABLES

1. Minutes of PE&D team and City meetings to all participants and designees
2. Task 2 Preliminary Design / Const. Drawings & Specifications
3. Task 3 Final Design / Const. Drawings & Specifications
4. Detailed Engineer's Opinion of Construction Costs
5. Benefit Cost Analysis
6. Tribal Consultation Documents

ASSUMPTIONS

1. City will furnish all pertinent documents and site specific data in its possession regarding the project area in a timely matter, including basin lines, topographic maps, storm sewer system maps, and related information to infiltration studies that were conducted within the drainage basin for existing and proposed wells.

2. City will bring to attention in a timely matter other consultants under contract having information pertinent to PE&D scope of work and complete its review of draft/progress deliverables in a timely manner.

COMPENSATION

The proposed total lump sum fee compensation for this scope of work is **$191,000.** A summary of compensation per task is shown on the attached worksheet.

Task 1 – Site Evaluation, Data Collection, and Survey		$ 45,270
Task 2 – Preliminary Design		$ 47,460
Task 3 – Final Design		$ 98,270
	Total	$191,000

Jim Scholl **Date**
City Manager

Allen E. Perez, P.E. **Date**
President

PEREZ ENGINEERING & DEVELOPMENT, INC.

EXHIBIT No. 1

East Front Street Storm Water Improvements

Summary of Billable Costs											
Sub-Task Description	Principal		Senior Engineer	Design Engineer	Senior CADD Designer	Clerical	Const. Manager	Survey		TOTAL HOURS	TOTAL BILLABLE COSTS
Hourly Rate	**150.00**	**120.00**	**110.00**	**80.00**	**70.00**	**35.00**	**75.00**	**1.00**	**1.00**		
A. Site Evaluation and Data Collection	18	0	24	36	15	0	0	36000		93	$45,270.00
B. Preliminary Design	80	0	94	146	172	40	0			532	$47,460.00
C. Final Design	140	0	139	346	450	80	0			1155	$98,270.00
SUBTOTAL LABOR	238	0	257	528	637	120	0			1780	
TOTAL BILLABLE COSTS	$35,700.00	$0.00	$28,270.00	$42,240.00	$44,590.00	$4,200.00	$0.00	$36,000.00	$0.00	$191,000.00	**$191,000.00**