



Santa Rosa County

Board of County Commissioners

Sheila Fitzgerald, Special Projects/Grants Director

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MEMORANDUM

TO: Tony Gomillion
FROM: Sheila Fitzgerald
DATE: February 3, 2016
SUBJECT: Settlers Colony Drainage Project – HMGP Grant Modification #1

RECOMMENDATION:

That the board approve and execute Modification #1 to the grant agreement for the Settlers Colony Drainage project. Primarily, the modification increases the approved grant budget by \$30,400 to fund archeological monitoring services and an increase in grant/project management costs and also includes a change to the scope of work as detailed below.

BACKGROUND

Utilizing Hazard Mitigation Grant Program (HMGP) funding allocated to Santa Rosa County after the 2012 Tropical Storm Debby Disaster, the county submitted a grant application for stormwater/drainage improvements for the Settlers Colony neighborhood in Gulf Breeze. Phase I (design and permitting) was awarded in December 2013 and was completed in October 2014.

The grant agreement for Phase II Construction was approved by the Board on July 23, 2015. A request to modify the grant agreement was also made in July to remove a portion of the original scope of work extending from Venetian Way to the Grant Canal that was repaired as an emergency project after the 2014 flood and covered under the FEMA Public Assistance (PA) program. The modification also requested an increase to the total grant budget to cover archaeological monitoring, a requirement of the Phase II grant agreement. In addition, funds were requested to account for increased grant/project management fees incurred as a result of the grant scope of work changes related to the unforeseen emergency work as well as the difficult EHP review of the project by the Division of Emergency Management. Those efforts were not foreseeably anticipated when the original grant/project management budget was calculated.

The modification was recently approved by FEMA and the Division of Emergency Management and approves the requested changes including increased budget.

NEXT STEPS

Upon execution by the Chairman and the Division of Emergency Management, a budget amendment will be requested to reflect the additional grant revenue (\$22,800) and related local match (\$7,600). Construction is currently underway and is expected to be complete in the spring.

Contract Number: 16HM-6B-01-67-01-196

Project Number: 4068-08-A

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
SANTA ROSA COUNTY**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Santa Rosa County ("the Recipient") to modify Contract Number: 16HM-6B-01-67-01-196, dated August 24, 2015 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$300,191.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Recipient desire to modify the Budget by and Scope of Work by increasing the Federal funding by \$22,800.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$22,800.00, for the maximum amount payable under the Agreement to \$322,991.00, (Three Hundred Twenty Two Thousand Nine Hundred Ninety One Dollars and No Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: SANTA ROSA COUNTY

By: _____

Name and Title: Lane Lynchard, Chairman

Date: 02/11/2016

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

1st Revised Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage to the Settlers Colony area in Gulf Breeze, Santa Rosa County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4068-8-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Santa Rosa County, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to improve the drainage of the Settlers Colony area, located in Gulf Breeze, Santa Rosa County, Florida, 32563.

The Phase II – Construction scope of work proposes drainage improvements of the Settlers Colony Area. The proposed project shall include the concrete lining of an open FDOT ditch, the removal and upgrading of a 30-inch pipe system with 48-inch culverts between Settlers Colony Boulevard and Venetian Way, and the installation of additional pipe systems (i.e., inlets and pipes) along Settlers Colony Boulevard, between Settlers Landing and Settlers Way, designed to effectively convey excess waters into a man-made canal with a direct hydraulic connection to the Santa Rosa Sound.

The project shall provide protection against a 100-year storm event.

TASKS & DELIVERABLES:

A) Tasks

- 1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in

a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and
 - b) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes;
 - c) Letter stating if prehistoric or historic artifacts or human remains were discovered in project area during project activities, and if so, how they were handled.
 - d) Letter verifying if heavy equipment was staged on hard or firm surfaces.
 - e) Documentation verifying archeological monitor's qualifications.
 - f) Copy of archeological monitor's written report of all findings and conclusion. SHPO's acceptance of report must be attached.
 - g) Copy of the Self-Certification Statement of Compliance submitted to the USACE for NWP's #3 SAJ-2014-01892 and SAJ-2014-03157.
 - h) Verification of compliance with the Standard Protection Measures for the Eastern Indigo Snake dated August 12, 2013, to include:
 1. Photographs of the posters at the project site;
 2. Copy of the sign-in sheet of the meeting held pre-construction with all construction staff to discuss Eastern Indigo Snake identification, required actions after observation of snake, and penalties for non-compliance; and
 3. Copy of the monitoring report submitted to the USFWS Field office post-construction.
 - i) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract

award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation activities consist of drainage improvements between Settlers Colony Boulevard and Venetian Way, Gulf Breeze, Florida. Additional drainage improvements will be made along Settlers Colony Boulevard designed to effectively convey excess waters into a man-made canal with a direct hydraulic connection to the Santa Rosa sound.

The completed project shall provide protection against a 100-year storm event.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
- 3) The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
- 4) The Recipient shall submit a certified letter of completion from Engineer of Record. The recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

- 1) Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

The Recipient shall monitor ground disturbing activities during construction, if prehistoric or historic artifact, such as pottery or ceramics, stone tools or metal implements, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Recipient, or other designee, shall contact the Florida Department State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the FDEM. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and the FDEM. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05.***

- 3) The Recipient shall provide a qualified, professional archaeological monitor during all excavation activities of the undertaking for the purpose of ensuring that there are no unforeseen adverse effects to historic properties. The archaeological monitor shall provide a written report of all the findings following the conclusion of all ground disturbing activities.

The State Historic Preservation Officer (SHPO) must review the report and a copy of the report shall be provided to the FDEM at project close-out. FEMA will review the report and conduct any additional consultation as needed

- 4) Verification of compliance with USACE NWPs #3 SAJ-2014-01892, and SAJ-2014-03157 is required at closeout. Of note is "Special Conditions" 6.
 - a) The Recipient shall follow the U.S. Fish and Wildlife Service (USFWS) "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013. These measures require notice to USFWS at least 30 days prior to start of work.
- 5) When heavy equipment is not in use, it shall be staged on hard or firm surfaces where equipment is not susceptible to sinking. Paved surfaces shall be used to the fullest extent possible.
- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 7) Best management practices shall be used during project work to minimize soil erosion, sediment migration and turbidity with special focus on work in or around wetlands and other sensitive areas.

E. Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) If the Recipient is not the current title holder of the affected properties, the Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA Project Number **4068-8-R**, is funded under HMGP-4068-DR-FL.

The project was awarded by FEMA on **June 9, 2015**; the Sub-grantee Agreement was executed on August 24, 2015; and the Period of Performance (POP) for this project shall end on **December 31, 2016**.

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

Phase II-

Construction Plan/Technical Specifications:	3 Months
Bidding:	3 Months
Construction :	9 Months
Weather Delays:	1 Months
Final Inspection/Closeout:	1 Months
Total Period of Performance:	17 Months

BUDGET:

Line Item Budget*

Phase II	<u>Project Costs</u>	<u>Federal Share</u>	<u>Local Share</u>
Construction:	\$373,655.00	\$280,241.00	\$93,414.00
Construction Engineering and Inspection Services:	\$20,000.00	\$15,000.00	\$5,000.00
Archaeological Monitoring Services	\$25,000.00	\$18,750.00	\$6,250.00
Project Management:	\$12,000.00	\$9,000.00	\$3,000.00
Total Project Costs:	\$430,655.00	\$322,991.00	\$107,664.00

**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:	\$322,991.00	(75%)
Local Share:	\$107,664.00	(25%)
Total Project Cost:**	\$430,655.00	(100.0%)