

Meeting Date
January 26, 2016



AGENDA	
Section	New Business
Item No.	VI.A.1

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Brevard County Muck Dredging Project Fiscal Impact: Acceptance of \$10,000,000 in State Legislature appropriated funds
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board: 1) authorize the Chairman to execute a grant amendment substantially in the form of Attachment A, and any necessary future amendments between Brevard County and the State of Florida, with County Attorney and Risk Management approval, to accept and continue State funds for this project; 2) authorize the County Manager or designee to execute task orders, contracts, agreements and change orders, as required and in excess of \$100,000, to accomplish the work approved under this State Contract Amendment; and 3) authorize any necessary budget change requests.

Summary Explanation & Background:

In the central and northern regions of the Indian River Lagoon (IRL), record setting algal blooms have caused the loss of over 40,000 acres of seagrass, and the unusually mortality of 100's manatees, bottlenose dolphins, and pelicans. One major contributing factor to the catastrophic decline is the extensive organic muck deposits created by decades of runoff, erosion and nutrient loading. These accumulated muck sediments contain significant "legacy" nutrients, which regularly flux into the water column, and enter the IRL system. Muck sediments also negatively impact navigation, damage seagrass beds, and can create anoxic bottom conditions detrimental to Lagoon organisms.

On July 22, 2014, the Board authorized execution of a grant agreement between the County and the State of Florida accepting \$10,000,000 in Legislative funding to initiate the Brevard County Muck Dredging Project.

Brevard County has embarked on an aggressive restoration strategy for the Lagoon to **Reduce** excess nutrient inputs, **Remove** the legacy load of muck, **Restore** the filtration system (oysters, clams and wetlands) and ensure the sound **Research** is the basis of the effort. As part of this restoration strategy, the removal of the legacy load (muck) is critical to overall success. Brevard County Muck Dredging Project activities are underway countywide at sites located at the Mims Boat Ramp, Sykes Creek Basin, North Cocoa Beach, Northern Grand Canal, and the mouth of Turkey Creek. This grant amendment will provide funding to remove up to 350,000 cubic yards of muck soils from the Mims, Cocoa Beach and Turkey Creek sites and continue engineering/design funding for the Sykes Creek and Grand Canal sites.

Construction activities are underway at the Cocoa Beach and Turkey Creek sites. Major project components will be carried out as necessary for each site location, with the intent of maximizing the amount of muck removed at each site. Project component costs vary by location and are dependent upon site size and general site location characteristics. Site specific hydroacoustic surveys and subsurface mapping of muck is complete for all sites. Dredging and spoil site design and permitting, muck dredging, spoil management operations, research, project management and oversight will proceed for the remaining sites, as this funding amendment allows.

This funding was specifically appropriated by the Florida State Legislature further muck removal efforts within the IRL system in Brevard County. \$1,500,000 of this funding is to be provided to the IRL Research Institute at the Florida Institute of Technology for the purpose of scientific assessment to determine environmental benefits from the project.

Fiscal Impact: FY 15-16 Addition of \$10,000,000 in State funds to the NRM budget
 FY 16-17 Balance Forward of Unspent Funds

Name: Virginia Barker, Director, NRM – 633-2016

Clerk to the Board instruction: Original will be provided for execution upon final County Attorney review

Exhibits Attached: **Attachment A:** Draft State of Florida Grant Agreement with Attachments

Contract /Agreement (If attached):		Reviewed by County		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager		Department Director / Extension					
Stockton Whitten				Virginia Barker		X 5-2435			

Deborah Thomas

From: Tammy Rowe
Sent: Tuesday, March 22, 2016 10:18 AM
To: Deborah Thomas
Cc: Donna Scott
Subject: FW: Agreement S0714 Amendment No. 1 Executed 3-11-16
Attachments: S0714 Amendment No. 1 executed 3-11-16.pdf; SKMBT_C55216032107040.pdf

Please print and attach to the appropriate Agenda Item.

Thanks,
Tammy

From: Culver, Matt [<mailto:Matt.Culver@brevardcounty.us>]
Sent: Tuesday, March 22, 2016 10:12 AM
To: Tammy Rowe
Cc: Winkler, Marie
Subject: FW: Agreement S0714 Amendment No. 1 Executed 3-11-16

Tammy,

The attached document is an original of the document referenced in the attached board memo. The DEP does not send back hard copies. This is the original. They included the note below in their email correspondence on this.

I wanted to point out to you that the emailed document can be considered an original, our legal added this paragraph to the Amendment:

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

Thank you,
Matt

Matt C. Culver

Boating & Waterways Program Coordinator

Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

Phone: (321) 633-2016 – Office
(321) 482-7970 – Cell

From: Peck, Amanda [<mailto:Amanda.Peck@dep.state.fl.us>]
Sent: Wednesday, March 16, 2016 11:22 AM
To: Culver, Matt
Subject: Agreement S0714 Amendment No. 1 Executed 3-11-16

Good morning,

Attached is your original copy of the Florida Department of Environmental Protection Agreement for the *Brevard County Muck Dredging* project, Contract Number S0714, Amendment No. 1. This agreement was fully executed on 3-11-2016 and work eligible for reimbursement as laid out in Attachment A may begin as of this date.

I look forward to working with you on this project.

Sincerely,

Amanda Peck

*Nonpoint Source Management Section
Division of Water Restoration Assistance
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 3570
Tallahassee, Florida 32399-3000
Phone: (850) 245-2948
Email: Amanda.Peck@dep.state.fl.us*

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

January 27, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item VI.A.1., Agreement with Department of Environmental Protection for Brevard County Muck Dredging Project

The Board of County Commissioners, in regular session on January 26, 2016, authorized the Chairman to execute the State of Florida, Department of Environmental Protection (DEP) and any future amendments with the State of Florida, the County Attorney, and Risk Management approval, to accept and continue State funds for Muck Dredging Project; authorized the County Manager, or his designee, to execute task orders, contracts, agreements, and change orders as required, and in excess of \$100,000, to accomplish the work approved under this Amendment No. 1; and authorized any necessary budget change requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

cc: County Attorney
Finance
Budget

V.I.A. 1

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Infantini, Trudie</i>		NAME OF BOARD, COUNCIL, <u>COMMISSION</u> , AUTHORITY, OR COMMITTEE	
MAILING ADDRESS <i>1311 E. New Haven Ave</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Melbourne</i>		<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
COUNTY <i>Brevard</i>		NAME OF POLITICAL SUBDIVISION: <i>District 3</i>	
DATE ON WHICH VOTE OCCURRED <i>1/26/2016</i>		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

~~VI~~ VI AC

1/26/16

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



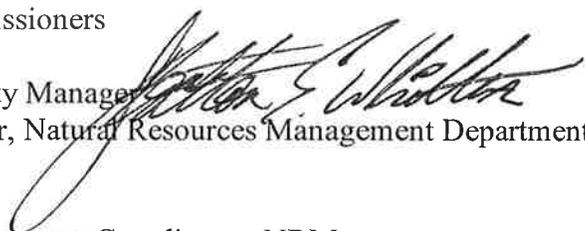
Natural Resources Management Department

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: The Honorable Jim Barfield, Chairman
Board of County Commissioners

THROUGH: Stockton Whitten, County Manager 
Virginia Barker, Director, Natural Resources Management Department (NRM) 

FROM: Matt C. Culver
Boating & Waterways Program Coordinator, NRM

DATE: September 22, 2016

SUBJECT: Dredged Material Management Area Lease Agreement

As set forth in the attached Clerk's Memo, dated January 27, 2016, the Board of County Commissioners authorized the execution of task orders, contracts, agreements, and change orders as required, to accomplish the work approved under the State Muck Dredging contract.

Five muck dredging project locations have been selected by Brevard as part of the County managed restoration initiative funded by the State Legislature in 2014 & 2015. The attached Lease agreement between the Florida Inland Navigation District (FIND) and Brevard County will allow the County to use an existing FIND spoil management area for the management of dredged material from the Mims Muck Removal Project. The Mims project covers 16 acres of river bottom and will remove approximately 44,000 cubic yards of muck.

The included lease documents have been approved by Risk Management and the County Attorney's Office. The associated Clerk's memo is included for your review. We respectfully request your signature on the three enclosed sets of original lease documents.

Once signed, please call Marie Winkler at X52414 and she will pick up the documents.

Should you have any questions or concerns, please contact Matt Culver (X56258) or Virginia Barker (X52435).



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Florida Inland Navigation District	
2. Fund/Account #: 0004/215501	Division Name: Natural Resources Mgmt
4. Contract Description: Lease Agreement	
5. Contract Monitor: Matt C. Culver	6. Mail Stop #: 81
7. Dept./Office Director: Virginia Barker	8. Contract Type: Agreement
ACTION DATE: 9/1/16	ACTION REQUIREMENT: review/approve

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	_____ MCC _____	_____ 09/01/16 _____
Risk Management	_____	_____	_____ _____	_____ _____
County Attorney	_____	_____	_____ <i>OK</i> _____	_____ 9/7/16 _____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

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4. Contract Description: Lease Agreement	
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7. Dept./Office Director: Virginia Barker	8. Contract Type: Agreement
ACTION DATE: 9/1/16	ACTION REQUIREMENT: review/approve

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	_____ MCC _____	_____ 09/01/16 _____
Risk Management	✓ _____	_____	_____ JLS _____	_____ 9/21/2016 _____
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

January 27, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item VI.A.1., Agreement with Department of Environmental Protection for Brevard County Muck Dredging Project

The Board of County Commissioners, in regular session on January 26, 2016, authorized the Chairman to execute the State of Florida, Department of Environmental Protection (DEP) and any future amendments with the State of Florida, the County Attorney, and Risk Management approval, to accept and continue State funds for Muck Dredging Project; authorized the County Manager, or his designee, to execute task orders, contracts, agreements, and change orders as required, and in excess of \$100,000, to accomplish the work approved under this Amendment No. 1; and authorized any necessary budget change requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

cc: County Attorney
Finance
Budget



Natural Resources Management Department

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Frank Abbate, Interim County Manager

THROUGH: John Denninghoff, Interim Assistant County Manager
Virginia Barker, Director, Natural Resources Management Department (NRM) *[Handwritten initials]*

FROM: Matt C. Culver *MCC*
Boating & Waterways Program Coordinator

DATE: May 22, 2017

SUBJECT: Execution of Construction Contract
Mims Muck Dredging Project

As set forth in the attached Clerk's Memo, dated January 27, 2016, The Board of County Commissioners authorized the County Manager or designee to execute task orders, contracts, agreements, and change orders as required and in excess of \$100,000, to accomplish the work approved under the State/County Muck Dredging contract No. S0714.

Five muck dredging project locations have been selected by Brevard as part of the County managed restoration initiative funded by the State Legislature in 2014-2017. The attached Construction Contract will allow for initiation of the construction phase services for the Mims Boat Ramp Muck Removal project. Once executed by all parties, Florida Dredge & Dock, LLC, will initiate construction activities associated with the Mims Boat Ramp Muck Removal project. The contract documents have been approved by County Risk Management and the County Attorney's Office.

We respectfully request your signature on the attached contract documents.

Once signed, please call Carol Gerundo at X52414 to arrange for pick up.

Should you have any questions or concerns, please contact Matt Culver (X56258) or Virginia Barker (X52435).

RECEIVED

MAY 22 2017

County Manager's
Office

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Florida Dredge & Dock LLC	
2. Fund/Account #: 0004/215501	Division Name: Natural Resources Mgmt
4. Contract Description: Construction Contract	
5. Contract Monitor: Matt C. Culver	6. Mail Stop #: 81
7. Dept./Office Director: Virginia Barker	8. Contract Type: Contract
ACTION DATE: 05/11/17	ACTION REQUIREMENT: review/approve

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	MCC	05/11/17
Risk Management	✓	_____		5/11/2017
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

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ACTION DATE: 05/11/17	ACTION REQUIREMENT: review/approve

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	_____ MCC _____	_____ 05/11/17 _____
Risk Management	_____	_____	_____ _____	_____ _____
County Attorney	_____ <i>X</i> _____	_____	_____ <i>CW</i> _____	_____ 5/17/17 _____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

CONTRACT

THIS AGREEMENT, made and entered into this 25 day of May, 2017, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Florida Dredge & Dock LLC, party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on and described in the Specifications and Contract Documents entitled:

Mims Boat Ramp Muck Removal Project BID NO. B-3-17-27

as prepared by Tetra Tech Inc., acting as, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents. The project generally the dredging, dewatering and disposal of up to about 30,935 cubic yards of organic sediments from the Mims Boat Ramp Project Area as described herein and as depicted in the Project Drawings. The dredging shall be accomplished by hydraulic dredging methods. COUNTY has negotiated a use agreement with the Florida Inland Navigation District (FIND) for the temporary usage of their Dredged Material Management Area (DMMA) BV-4B, located in Brevard County approximately 1.2 miles north of the dredging area, to receive and dewater the dredged material. COUNTY has access to the DMMA for a period of two years with the potential to extend the lease for an additional year. CONTRACTOR will have full use of the DMMA during the lease period without charge but will be responsible for the removal and the ultimate disposition of the dredged material and the restoration of the DMMA to the pre-construction condition at the completion of the work.

The Contractor is responsible for developing various plans for review and approval by the Owner and the Owner's Engineer that include the proposed dredging, dewatering and spoil handling and disposal methods and comply with all applicable Federal, state, and local permits and regulations. Details of the required plans are found within the Technical Specifications. Conditions and Specifications relevant to this project are provided in detail as part of the Bid Documents.

2. THE CONTRACT SUM

2.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.

- 2.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of:

One Million eight hundred ninety-eight thousand eight hundred sixty-seven dollars and forty-two cents
(\$1,898,867.42)

3. COMMENCEMENT AND COMPLETION OF WORK

- 3.1 The Contractor shall commence work within 15 calendar days after issuance of Notice to Proceed.
- 3.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause substantial completion of the work not later than ONE-HUNDRED AND EIGHTY DAYS (180) calendar days after the issuance of Notice to Proceed and cause final completion of the work within SIXTY (60) days after substantial completion.
- 3.3 Prior to commencing the work, the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI of the General Conditions.

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 4.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 4.2 The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.
- 4.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 4.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with

the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications, shall be reconstructed as directed by the Owner. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

5. LIQUIDATED DAMAGES

- 5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 5.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

6. PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions (Section VII), and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- 6.1 Within 30 days after receipt of the Contractor's request for partial payment by the Owner, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement. Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.
- 6.2 Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

7. ADDITIONAL BOND

It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

8. CONTRACT DOCUMENTS

The Contract Documents, as that term is defined in the Instructions to Bidders and attached hereto, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this Contract. The permit

information and permit requirements are contained in the Appendix of the Technical Specifications. The Drawings are provided separately.

9. AUDIT RIGHTS

9.1 In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after the termination of this Contract, unless such records are exempt from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes. 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 the litigation, claims or audit findings involving the records have been resolved.

9.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States or any other country.

10. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

11. GOVERNING LAWS

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

12. COMPLIANCE WITH STATUTES

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

13. VENUE

Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County Florida, and any trial shall be non-jury.

14. CONFLICT OF INTEREST

- 14.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.
- 14.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 14.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

15. INFORMATION RELEASE/GRANTOR RECOGNITION

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Florida Inland Navigation District (FIND), County and its agents and employees from and against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Contractor and any person or entity used by the Contractor, including without limitation its employees, agent, representatives, and subcontractors, in the performance of its work under this Agreement. In any and all claims against FIND, the County, or any of its agents or anyone directly or indirectly employed by FIND or the County, the indemnification obligation under this Paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. This indemnification shall survive the term of this Agreement. The parties acknowledge specific consideration has been exchanged for this provision.

17. UNAUTHORIZED ALIEN WORKERS

The County 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 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the County.

18. PUBLIC RECORDS ACCESS

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

18.2 This Agreement may be unilaterally canceled by the County for refusal by the Contractor to either provide to the County upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

18.3 If Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under s. 119.10,

ii. Upon request from the County's custodian of public records, the Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and

following completion of the Agreement if the Contractor does not transfer the records to the County.

iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services under this Agreement. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

- 18.4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT OFFICE by telephone at (321) 633-2016, by email at Mary.Blakely@brevardfl.gov, or at the mailing address below:**

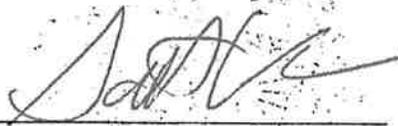
Brevard County Natural Resources Management Department
ATTN: Custodian of Records
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by its duly authorized representatives, effective as of the date on which the last of the parties hereto executes this Agreement.

Attest:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
OWNER



Scott Ellis, Clerk



Frank Abbate, Interim County Manager
As approved by the Board on: 1-26-16



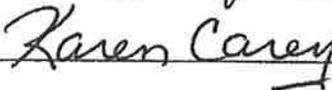
Christine Valliere, Assistant County Attorney

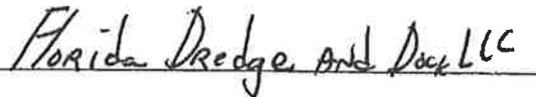
(SEAL)

CONTRACTOR

Witnessed in the presence of**







Attest:

_____ (Seal)

- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Pineellas

I HEREBY CERTIFY that at a meeting of the Board of Directors of Florida Dredge And Dock LLC, a corporation under the laws of the State of Florida, held on JUNE, 2017, the following resolution was duly passed and adopted:

"RESOLVED, that William D Fletcher, as Manager - President of the corporation, be is hereby authorized to execute the Contract dated MAY 25, 2017, between BREVARD COUNTY, FLORIDA, and this corporation, and that the execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation on this 8th day of JUNE, 2017.

Wm D Fletcher

~~Secretary of Corporation~~
Manager

Deborah Thomas

From: Gerundo, Carol <Carol.Gerundo@brevardfl.gov>
Sent: Friday, June 30, 2017 3:43 PM
To: Deborah Thomas
Cc: Culver, Matt
Subject: FW: Contract for Clerk
Attachments: executed Mims Dredging Contract.pdf

Good Afternoon Deborah,

Please see the attached executed Mims Dredging Contract for your files. Let me know if you need anything else.

Have a great weekend.

Thanks!

Carol Gerundo

Administrative Assistant to Department Director
Brevard County Natural Resources Management
(321) 633-2016 X-52414



From: Culver, Matt
Sent: Wednesday, June 14, 2017 2:57 PM
To: Gerundo, Carol
Subject: Contract for Clerk

Carol,
Please forward the attached to the Clerk for their records.
Thank you,
Matt

Matt C. Culver
Boating & Waterways Program Coordinator

Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

Phone: (321) 633-2016 – Office
(321) 482-7970 – Cell

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated as of this 18th day of OCTOBER, 2016, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Tenant.

RECITALS

- A. Landlord is the owner of a vacant parcel of land located in Brevard County, Florida, said parcel being designated in the Landlord's Long-Range Dredged Material Management Plan as Dredged Material Management Area (DMMA) BV-4B as more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (the "Premises").
- B. Tenant is undertaking the dredging of muck from the Mims Boat Ramp area, as more particularly described in "Attachment A - Mims Boat Ramp Muck Removal Project" (the "Project").
- C. Tenant has requested Landlord to make the Premises available to Tenant for the handling and dewatering of dredged material exclusively for the Project.
- D. Landlord is willing to make the Property available to Tenant for the Project upon the terms and conditions of this Lease.

WITNESSETH

THEREFORE, in consideration of the terms below, the sufficiency of which is mutually acknowledged, Landlord and Tenant agree that:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. PREMISES/TERM/CONTINGENCY

Landlord hereby leases the Premises to Tenant for a term commencing September 1, 2016, and terminating December 31, 2017 (the "Initial Term").

3. PAYMENT OF RENT

- a. Tenant hereby covenants and agrees to pay to Landlord as rent for the term of this Lease a base rent in the amount of Two Hundred and No/100 Dollars (\$200.00) per month ("Base Rent"). Base Rent is due and payable monthly, before the first of each month, in advance.
- b. Tenant shall make any and all payments due hereunder to Landlord at that address set forth as follows unless otherwise notified by Landlord in writing:

FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCINSKI ROAD
JUPITER, FLORIDA 33477-9427

- c. Tenant agrees to pay any and all charges and deposits for utilities serving the Premises in addition to said Rent.
- d. Tenant shall pay such other charges without demand and without setoff all sums of money or charges as required to be paid by Tenant under this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional charges with the next installment of rent due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

4. COVENANTS OF LANDLORD

Landlord covenants that said Tenant, on paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Premises for the term aforesaid, PROVIDED ALWAYS, that this Lease is conditioned upon the prompt payment of rent in the manner and at the time stated herein and that there shall be no breach by Tenant of any of the other covenants or agreements of this Lease on Tenant's part to be performed. In any or either of such events, Landlord may immediately, or at any time thereafter and without demand or notice, enter into and upon the Premises and repossess the same without becoming a trespasser, without prejudice to Landlord's legal rights to recover rent.

5. OPTION

Tenant is hereby granted one (1) option to renew this Lease for an additional one (1) year term (the "Renewal Term") upon the same terms and conditions ("Tenant's Option"), provided however that Tenant shall not be in default under any of the terms and conditions of this Lease at the time of exercise of Tenant's Option or at the end of the Initial Term. If Tenant wishes to exercise Tenant's Option, Tenant shall so advise Landlord in writing delivered to and received by Landlord no later than 5:00 P.M., September 30, 2017. Failure to timely exercise Tenant's Option in writing shall constitute Tenant's waiver of Tenant's Option.

6. USE OF PREMISES/CONDUCT OF BUSINESS

- a. Tenant shall continuously occupy and use the Premises solely for the dewatering and temporary storage of dredged materials generated by the Project (hereinafter called the "Permitted Use").

Tenant shall not use the Premises except as specifically provided above without Landlord's prior written consent.

- b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Brevard, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the

Premises, and shall not make any use of the Premises which shall unreasonably disturb Landlord's neighbors or otherwise become a nuisance. Tenant shall take reasonable measures to ensure that trucks travelling between the Premises and US-1 observe the posted speed limits, including, but not limited to, providing additional traffic enforcement resources.

7. TENANT'S FIXTURES AND ALTERATIONS

- a. Tenant agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises, other than those shown on Attachment "A" without first obtaining the written consent of Landlord, which shall not be unreasonably withheld or delayed. All alterations, improvements and additions made by Tenant and all chattels affixed by Tenant to the Premises shall be removed from the Premises at the expiration or earlier termination of this Lease, except as otherwise provided herein.
- b. In addition to the above, Tenant shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at Tenant's expense.
- c. As additional consideration for this Lease, Tenant agrees to (i) install a temporary project sign at the site entrance identifying the project by name, selected Contractor, and relevant contact information and (ii) survey, permit and relocate any gopher tortoises whose burrows are located on the premises, all at Tenant's expense.

8. ASSIGNMENT AND SUBLETTING

- a. Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which shall not be unreasonably and arbitrarily withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the Premises be sublet or used or occupied by others after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner.
- b. Should Tenant, in violation of the provisions of this Paragraph, assign this Lease, or sublet the Premises or any portion thereof without obtaining Landlord's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such act on the part of Tenant shall be deemed a default of Tenant entitling Landlord to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.

- c. In the event Tenant assigns or sublets the Premises pursuant to this Paragraph 8 of this Lease Agreement, any rent collected by Tenant as sublessor or assignor which exceeds the amount of rent due from Tenant to Landlord hereunder shall be due and payable to Landlord.

9. LIENS

- a. Mechanics' or Materialmen's Liens: Tenant shall not cause or permit any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of Tenant.

If the Premises or any part thereof or Tenant's leasehold interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the Landlord, Tenant shall promptly notify Landlord of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.

- b. Landlord's Liability for Tenant's Liens: It is hereby agreed by the parties hereto that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant or to anyone holding the Premises, or any part thereof, through or under Tenant, and that no liens for any labor or material shall attach to or affect the interest of Landlord in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of Tenant to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle Landlord to those rights and remedies set forth in Paragraph 17 hereof.
- c. Public Construction Bond. Tenant shall deliver to Landlord a public construction bond in accordance with Section 255.05, F.S. from any contractor constructing improvements upon the Premises prior to the commencement of any such work. The bond shall be substantially in the form provided in Subsection 255.05(3) or as otherwise approved by Landlord, and shall include Landlord as a Principal. The amount of the bond shall be the amount of the construction contract.

10. LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION

- a. As a consideration for the making of this Lease and in light of the fact that Tenant has had the opportunity to make such inspections and tests as Tenant, in Tenants' judgment, has deemed necessary, Tenant accepts the Premises in its "As-Is Condition" and Landlord shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of Tenant or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, whether the same damage or

injury shall be caused by or be due to the negligence of Landlord, nor the interference with light or incorporeal hereditaments, specifically excluding from such indemnification such damage or injury which results from the gross negligence of Landlord, nor shall Landlord be liable for any defect in the Premises, latent or otherwise, except as provided by law.

- b. Tenant, subject to and within the limitations set forth in Section 768.28, F.S., shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by Tenant of the Premises or occasioned wholly or in part by act or omission of Tenant, its contractors, subcontractors, subtenants, licensees, or concessionaires, or its or their respective agents, servants or employees.
- c. Tenant shall include in any construction contract for work upon or involving the Premises a provision stating that the contractor shall indemnify and hold harmless the Tenant and Landlord, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d. Tenant shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by Tenant or Tenant's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida and the County of Brevard, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
- e. The provisions of this Section 10 shall survive the termination of this Lease.

11. INSURANCE

- a. Tenant will require its contractor to keep in force, with companies and in a form acceptable to Landlord during the term of this Lease and any extension or renewal thereof and during such other time as Tenant occupies the Premises or any part thereof commercial general liability insurance with respect to the Premises with a minimum Ten Million Dollars (\$10,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b. Tenant will further require its contractor to deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 11 together with satisfactory evidence of the payment of the required premium or premiums therefor with Landlord at or prior to the commencement date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. At Landlord's option, Tenant shall require its contractor to deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.

- c. All policies of insurance required to be carried by Tenant's contractor by Paragraph 11 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to Landlord and Tenant and shall name Landlord and Tenant as Additional Insured.
- d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e. The required insurance shall be primary insurance as respects the Landlord, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the Landlord, its Commissioners, officers, employees and agents shall be excess of the Tenant's contractor's insurance and shall not contribute to it.
- f. The policies shall contain a waiver of subrogation against the Landlord, its Commissioners, officers, employees and agents for any claims arising out of the work of the Tenant's contractor.
- g. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000.00 as to Tenant's contractor and no deductible or self-insured retention as to any additional insured without prior approval of the Landlord. The Tenant's contractor shall be solely responsible for deductible and/or self-insured retention.
- h. Each policy shall include ISO Form CG 04 29 – Pollution Exclusion – Limited Exception For A Short-Term Pollution Event endorsement covering dredged materials or its equivalent acceptable to the Landlord. In lieu of ISO Form CG 04 29, a Contractors Pollution Liability (CPL) policy issued on a non-admitted basis on a form acceptable to the Landlord in the Landlord's sole discretion may be provided.
- i. Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.
- j. Each liability policy shall have an endorsement specifically insuring liability for the accidental discharge of dredged materials from the dredged material management impoundment and any associated pipelines.
- k. If used to satisfy the minimum coverage, Umbrella Liability or Excess Liability insurance must be maintained with coverage at least as broad as the underlying policies. This insurance shall be in addition to and in excess of any other insurance coverages required hereunder. The applicable policies of insurance shall indicate which policies the Umbrella Liability or Excess Liability includes as underlying and a deductible or self-insured retention of not more than \$50,000.00 as to Tenant's contractor (unless approved in writing by the Landlord) and no deductible or self-insured retention as to any additional insured.
- l. Tenant shall require each design professional, including, but not limited to, engineers, geologists, architects, landscape architects and professional surveyors and mappers,

engaged by Tenant or Tenant's contractor in connection with the Project to be appropriately qualified and licensed and to carry a professional liability/errors and omissions insurance policy. Tenant shall provide proof of compliance with this requirement in the form of a certificate(s) of insurance to Landlord prior to commencing any work on the Premises.

12. REPAIRS AND MAINTENANCE OF PREMISES

- a. Tenant shall at all times at its sole cost and expense keep and maintain the Premises, including, without limitation, the landscape buffer and perimeter fence and gate, in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b. To the extent allowed by law, Tenant will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for Tenant's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c. In the event Tenant defaults in the performance of any of its obligations under this Paragraph 12, Landlord, in addition to Landlord's other remedies under this Lease, at law or in equity, may, but shall not be obligated to, cure such default on behalf of Tenant and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred curing such default.

13. INTENTIONALLY DELETED

14. PLANS

The following plans will guide the development, use and management of the Premises. These plans, if not already developed, will be developed in accordance with the schedule and methodology stipulated below. Tenant shall seek and receive written approval from Landlord prior to deviating from these approved plans and shall advise Landlord in writing upon discovery that it has deviated from any of the criteria or standards of these approved plans:

- a. **DREDGING AND DREDGED MATERIAL MANAGEMENT FACILITY PLAN:**
Tenant shall submit a dredging and dredged material management facility plan to Landlord for its approval prior to placing dredged material on the Premises. This plan will include the following information: a copy of all permits issued for the Project; timelines for the preparation of the Premises to receive dredged materials and for the commencement and completion of the Project; measures for the control and abatement of noise, vibration and odor impacts on surrounding property; an estimate of the dredging volume; and a demonstration that the general operating procedures (free board, ponding depth, weir board removal, etc.) are sufficient and in accord with the DMMA Management Plan to protect the environment and Landlord's interests. To address some, but not necessarily all, of the requirements for the Dredging and Dredged Material Management Facility Plan, Tenant shall provide, at a minimum, those submittals described below.

- i. **Listed Species Survey Report:** The listed-species survey report, shall, at a minimum, include a gopher tortoise (*Gopherus polyphemus*) survey within the entire Facility property boundary and pipeline easement. The survey shall be performed by biologists who are Florida Fish Wildlife Conservation Commission (FWCC) authorized gopher tortoise agents. The location of all gopher tortoise burrows shall be flagged in the field with distinct high visibility tape and the coordinates of each burrow recorded using a GPS receiver with sub-meter resolution capability. An exhibit shall be prepared and submitted documenting the location of each burrow for use in the relocation of the tortoises (to a location permitted and paid for by the Tenant).
- ii. **Site Reconnaissance Report:** Tenant will prepare a report summarizing existing site conditions. Tenant will document any visibly apparent geotechnical issues and note any potential on-site issues within the Facility. In a letter report to the Landlord, the Tenant will summarize the above-noted items along with photographs (depicting the described condition) and an aerial map denoting any issues, if necessary, that require restorative action for the Project. The report will also provide details regarding Tenants plans, drawings, engineering calculations, and technical justifications for any restorative actions. Once approved by Landlord, Tenant shall complete any restorative actions at no cost to the Landlord.
- iii. **Laboratory Analysis:** Tenant shall submit laboratory results of the testing of the proposed dredged material, including physical (grain size and soil classification) as well as chemical characteristics performed by a recognized and qualified party satisfactory to Landlord to identify the dredged material's expected settling characteristics and demonstrating that no metals, petroleum products, pesticides, and polychlorinated biphenols (PCBs) (commonly measured with chlorinated pesticides) or other contaminants are present in the dredged material from the Project that will be placed in the Facility that would be considered "Hazardous Substances," "Hazardous Waste," or other contaminants above levels which would exceed allowable levels set forth in the Environmental Laws referenced in Paragraph 15 of this Lease. Furthermore, with the exception of arsenic, no metals, petroleum products, pesticides, and polychlorinated biphenols (PCBs) (commonly measured with chlorinated pesticides) or other contaminants are present in the dredged material from the Project that will be placed in the Facility that would exceed the Soil Cleanup Target Levels (Direct Exposure-residential) set forth in Chapter 62-777, F.A.C." No arsenic concentrations are present in the dredged material from the Project that will be placed in the Facility that would exceed the Soil Cleanup Target Levels (Direct Exposure-commercial/industrial) set forth in Chapter 62-777, F.A.C."
- iv. **Survey:** A signed and sealed pre- and post-construction topographic survey of the Facility that provides the conditions of the site overlain on the DMMA BV-4B As-Built (in plan and cross-section view) and that provides a detailed comparison of pre-dredging and post-dredging topographic survey

conditions. Survey will include access ramps, access roads, placement and elevation of internal and external berms, surface drainage, seepage drainage, and erosion control features, etc. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site.

- v. **Additional Specific Conditions:** In addition to the requirements outlined above, the Tenant shall provide a narrative detailing the general plan for operation of the Facility. The narrative shall include a detailed plan for loading and unloading the facility, dewatering and segregation of dredged materials, and stormwater releases. This plan — an outline of the site's management activities before, during, and after dredging activities — will assure establishment and maintenance of a vegetative cover, dike safety, and adequate post-dredging operations. This submittal should include discussion of activities within the pipeline easement.

- b. **BASELINE SAMPLING PLAN:** Tenant shall submit a baseline sampling plan to Landlord for its approval prior to placing dredged material on the Premises. This plan will describe the sampling and testing protocols for collecting baseline information on the existing soils [including physical (grain size and soil classification) and chemical characteristics]. The objective of the plan is to establish a baseline condition of the existing soil for comparison with the then-existing condition of the soil following the removal of the dredged material from the Premises.

- c. **DREDGED MATERIAL REMOVAL PLAN:** Tenant shall submit a dredged material removal plan to Landlord for its approval prior to placing dredged material on the Premises. This plan will describe: the means and methods of offloading and how these relate to ongoing operations and geotechnical stability of the Facility; the timeline for the commencement and completion of the removal of dredged material from the Premises; the estimated number of trips; the primary and backup disposal sites for the dredged materials; a written contract with the owner or operator of the primary disposal site agreeing to accept the dredged material; and the measures to keep the streets used free from spilled materials and to repair any damage to the streets. Tenant shall provide reasonable assurances that the disposal site or sites are appropriate for the quality of the dredged material to be disposed in terms of meeting the applicable Soil Cleanup Target Levels.

- d. **SITE RESTORATION PLAN:** Tenant shall submit a site restoration plan to Landlord for its approval prior to placing any dredged material on the Premises. This plan will describe: plans and specifications, as well as a timeline, for the restoration of the Premises to the same condition as existed at the commencement of the Initial Term, fair wear and tear excluded; sampling and testing protocols for collecting information on the then-existing soils [including physical (grain size and soil classification) and chemical characteristics] for comparison with the results of the baseline sampling plan; and plans for remediating any identified contamination in excess of allowable levels set forth in the Environmental Laws referenced in Paragraph 15 of this Lease or the Soil Cleanup Target Levels (Direct Exposure-residential) set forth in Chapter 62-777, F.A.C.; and a post-dredge topographic survey of the existing material within the Facility.

15. HAZARDOUS MATERIALS:

Tenant agrees that, during the term of this Lease, it:

- a. Shall keep or cause the Premises to be kept free of hazardous wastes or substances.
- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or Tenant's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Premises.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e. Shall immediately provide Landlord with notice of any release or threatened release of hazardous waste on or about the Premises, and shall immediately provide Landlord with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Premises.
- f. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Premises, to the extent caused by or arising from Tenant's use of the Premises.

16. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a. If Tenant defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) business days after the date of notice from Landlord to Tenant.
- b. If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to completion.

- c. If any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within seven (7) days after the issuance thereof.
- d. The vacation of the Premises by Tenant prior to the end of the Initial Term or Renewal Term.

In the Event of Default, Landlord shall provide Tenant with such written notice thereof as shall be required under Florida law.

17. REMEDIES IN EVENT OF DEFAULT

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to Tenant, Landlord may at Landlord's option:
 - i. terminate the Lease by and retake possession of the Premises for its own account,
 - ii. demand payment in full of any and all amounts then due for the balance of the then remaining term of this Lease,
 - iii. terminate the Lease and possession of the Premises for the account of Tenant, who shall remain liable to Landlord, or
 - iv. avail itself of any other option or remedy available under Florida law;and, in any event Tenant, shall give up the Premises to Landlord.
- b. If the notices provided herein have been given and this Lease shall be terminated; or if the Premises become vacant or deserted; then, in addition to all other remedies of Landlord, Landlord may without notice re-enter the Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess Tenant and/or the legal representative of Tenant or other occupant of the Premises, and remove effects and repossess and enjoy the Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.
- c. If Tenant defaults in the performance of any of the terms and conditions of this Lease and Landlord employs the services of an attorney to enforce performance of Tenant hereunder, Tenant shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

18. SURRENDER OF POSSESSION/HOLDING OVER

- a. At the end of the tenure of this Lease, Tenant shall quit and deliver up the Premises to Landlord in as good a condition as they are now, excepting reasonable wear and tear.
- b. Should Tenant hold over in possession of the Premises after the expiration of the Initial Term or, if applicable, the Renewal Term hereof, without the execution of a new lease or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be

occupying the Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Lease on a monthly basis.

- c. Should Tenant refuse to give up possession of the Premises after the expiration of the term hereof and after demand to do so by Landlord, Landlord may demand double the monthly rent. In addition, Tenant shall be liable for all court costs, attorney's fees and other costs related to removing Tenant from the Premises.

19. ACCESS BY LANDLORD

Landlord may, during the term of this Lease at reasonable times, enter to inspect the Premises upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations. Landlord also reserves the right to enter the Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof, upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations, but Landlord assumes no obligation to do so, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to Tenant by reason of the performance by Landlord of any work in, upon or under the Premises. Landlord may, during the term of this Lease at reasonable times, enter the Premises upon reasonable advance written notice to Tenant, for the purpose of taking soil and groundwater samples and installing monitoring wells, provided that none of these activities shall unreasonably interfere with Tenant's Permitted Use.

20. INTENTIONALLY OMITTED

21. EXECUTION OF ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord, Tenant, within ten (10) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in possession of the Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; and (f) such other information as Landlord or mortgagee shall require.

22. PERFORMANCE BOND

Prior to commencement of any work on the Premises, Tenant shall deliver to Landlord a surety bond in the amount of One Hundred Thousand Dollars (\$100,000.00), conditioned on Tenant's performance of all of its obligations under this Lease.

23. EMINENT DOMAIN

- a. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.
- b. If any part of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the business of Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.
- c. In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.
- d. Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's operations by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's fixtures, leasehold improvements and equipment.

24. ATTORNEYS' FEES

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, each party shall be responsible for their own legal fees and costs, including, but not limited to, reasonable attorneys' fees incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings.

25. Notices

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal

- d. This Lease fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.**
- f. Tenant hereby acknowledges Tenant's responsibility to ensure Tenant's property is maintained within or upon the said Premises at Tenant's expense.
- g. Tenant shall not change or install additional locks on any gates without Landlord's express written consent. In the event Tenant changes or installs additional locks, Tenant shall provide Landlord with duplicate keys therefor at Tenant's expense.
- h. If any term or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Lease shall not be affected thereby, and this Lease shall be valid and enforceable to the fullest extent permitted by law.
- i. Receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.
- j. This Lease shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that Landlord may file a memorandum of this Lease.
- k. This Lease shall be construed under the laws of the State of Florida.
- l. The Section headings of this Lease are for convenience only and are not to be considered in construing the same.
- m. This Lease may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- n. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Lease; (b) it has all necessary power and authority to enter into this Lease and to perform the agreements contained in this Lease; and (c) the person signing this Lease on behalf of such party is authorized to execute and deliver this Lease on behalf of such party.
- o. The parties participated in the drafting of this Lease and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Lease and the normal rule of construction to the effect that any

ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

p. **RADON GAS**

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

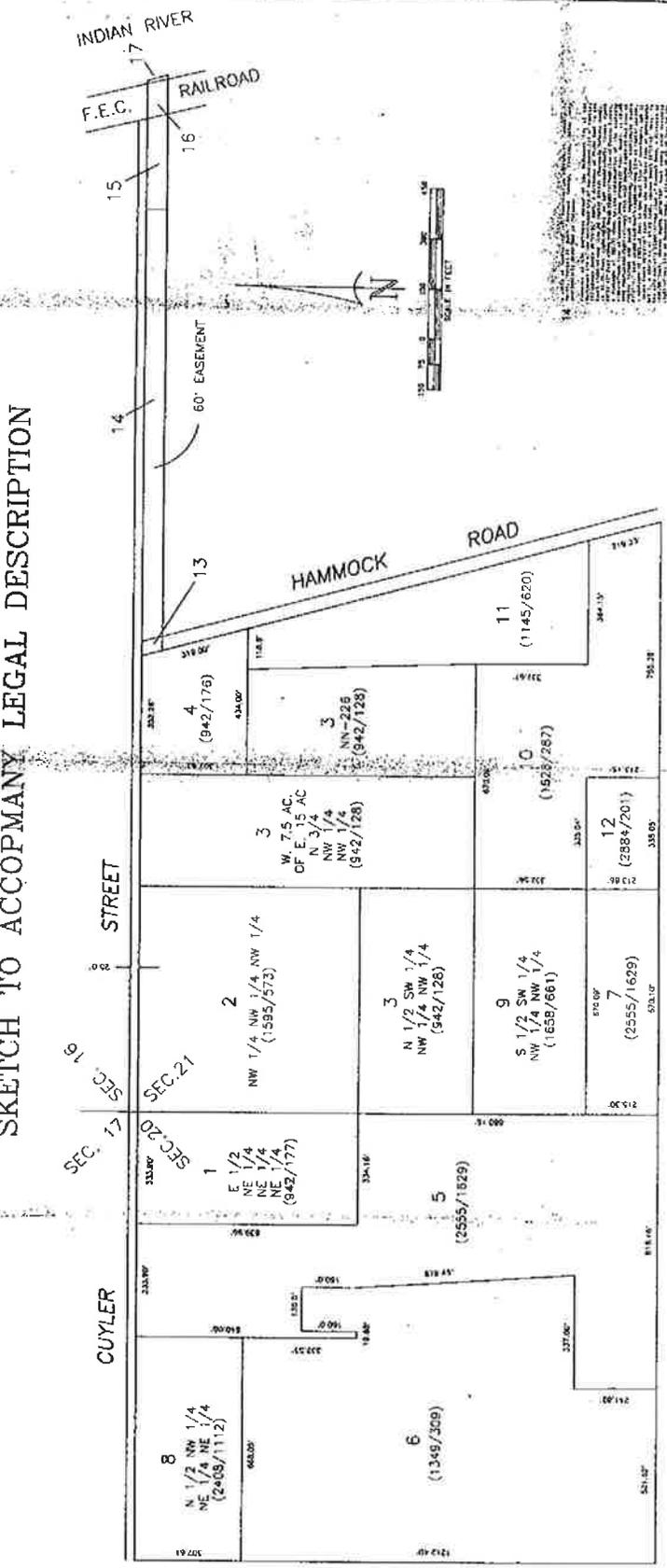
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

8-18 From (Savannah Station)
 1891-1892

NO.	DATE	REVISION
1	12/9/96	
2		
3		
4		

SKETCH PREPARED FOR:
 FLORIDA INLAND NAVIGATION DISTRICT
 IN SECTIONS 20 & 21 TOWNSHIP 21 SOUTH, RANGE 35 SOUTH
 BREVARD COUNTY, FLORIDA

Campbell
 SURVEY & ENGINEERING
 3000 NORTH COUNTY ROAD
 WEST PALM BEACH, FLORIDA 33411
 PHONE (407) 833-1111
 FAX (407) 833-1112

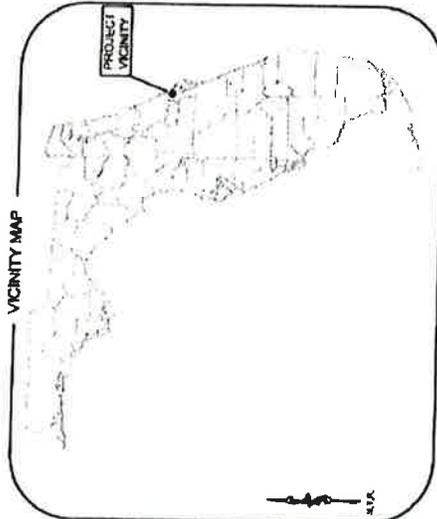


1. [Detailed description of Parcel 1, including acreage and survey references.]
2. [Detailed description of Parcel 2, including acreage and survey references.]
3. [Detailed description of Parcel 3, including acreage and survey references.]
4. [Detailed description of Parcel 4, including acreage and survey references.]
5. [Detailed description of Parcel 5, including acreage and survey references.]
6. [Detailed description of Parcel 6, including acreage and survey references.]
7. [Detailed description of Parcel 7, including acreage and survey references.]
8. [Detailed description of Parcel 8, including acreage and survey references.]
9. [Detailed description of Parcel 9, including acreage and survey references.]
10. [Detailed description of Parcel 10, including acreage and survey references.]
11. [Detailed description of Parcel 11, including acreage and survey references.]
12. [Detailed description of Parcel 12, including acreage and survey references.]

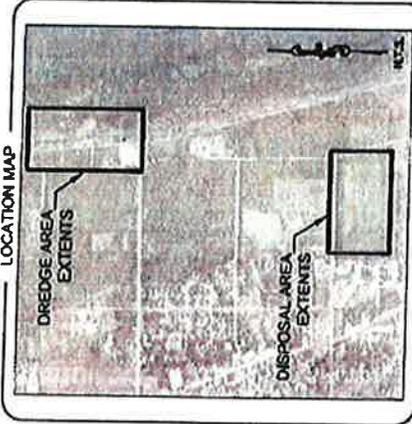
ATTACHMENT A —Mims Boat Ramp Muck Removal Project

MIMS BOAT RAMP MUCK REMOVAL PROJECT

PERMIT DRAWINGS
MIMS, FLORIDA - BREVARD COUNTY



VICINITY MAP



LOCATION MAP

INDEX OF DRAWINGS

SHEET TITLE COVER	SHEET NUMBERS
OVERALL SITE PLAN	C-000
KEY SHEET LAYOUT	C-001
CONSTRUCTION NOTES	C-002
EXISTING CONDITIONS SURVEY	C-001 TO C-005
FLUCCS FND BV-4B DIMMA	C-100 TO C-105
MUCK THICKNESS ISOPACH - DREDGE TEMPLATE DESIGN	C-300 TO C-303
INFLOW PIPELINE CORRIDOR	C-304 TO C-313
RESOURCE PROTECTION DETAILS	C-400
DIMMA STAGING AND PIPELINE ROUTE SITE PLAN	C-500
BOAT RAMP SITE PLAN	C-501
DIMMA SITE PLAN	C-502 TO C-503
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DEWATERING SITE PROFILES	C-700
EROSION CONTROL DETAILS	C-800
SOIL TRACKING DETAILS	C-801

PROJECT LOCATION

THE PROJECT AREA IS LOCATED ALONG THE WEST SHORE OF THE INDIAN RIVER, ADJACENT TO THE MIMS BOAT RAMP, IN MIMS, FLORIDA WITHIN BREVARD COUNTY.

CONTROL TABULATION

NO	NO. 1	SPCS (990)	NAVD 88	US SURVEY FEET
1	15177786.53	70508.60	70508.60	70508.60
2	15177786.53	70508.60	70508.60	70508.60
3	15177786.53	70508.60	70508.60	70508.60
4	15177786.53	70508.60	70508.60	70508.60
5	15177786.53	70508.60	70508.60	70508.60
6	15177786.53	70508.60	70508.60	70508.60
7	15177786.53	70508.60	70508.60	70508.60
8	15177786.53	70508.60	70508.60	70508.60
9	15177786.53	70508.60	70508.60	70508.60
10	15177786.53	70508.60	70508.60	70508.60

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ATKINS
PROJECT NUMBER: 10004150
DATE: 12/15/15

Walker Dawson
North America, Inc. on
atl@walker-dawson.com
Date: 2015.12.29
171-203-0570



CLIENT
BREVARD COUNTY NATURAL RESOURCES
MATT C. CLARKE
2725 JUDGE FRANK JAMESON WAY
VIERA, FLORIDA 32940
TEL: (321) 633-2016

ENGINEER OF RECORD
ATKINS - WALKER DAWSON, P.E.
7175 MURRELL ROAD
MELBOURNE, FLORIDA 32940
TEL: (321) 775-6649

SURVEYOR
MORGAN & ERLUND, INC
8745 US HWY #1
P.O. BOX 10420
WABASSO, FL 32970
TEL: (772) 389-5364

DECEMBER 2015

Walker Dawson
North America, Inc. on
atl@walker-dawson.com
Date: 2015.12.29
171-203-0570

GENERAL NOTES

1. THE PURPOSE OF THIS PROJECT IS TO DREDGE APPROXIMATELY 30,935 CUBIC YARDS OF MUCK FROM THE MIMS DREDGE TEMPLATE. ALL QUANTITIES ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ESTIMATED QUANTITIES.
2. DREDGING ACTIVITY WILL BE CONDUCTED IN DESIGNATED AREAS ONLY AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
3. DREDGING ACTIVITY WILL MAINTAIN A 10' BUFFER FROM ALL DOCKS, NATURAL RESOURCES, SEAWALLS, AND STRUCTURES.
4. CONTRACTOR WILL STRICTLY COMPLY WITH ALL MANATEE, SEA TURTLE, EASTERN INKGO SNAKE, AND SMALL TOOTH SAWFISH REGULATIONS.
5. CONTRACTOR SHALL MAINTAIN EROSION CONTROL AND TURBIDITY CONTROL MEASURES THROUGHOUT THE PROJECT.
6. TOPOGRAPHIC AND BATHYMETRIC DATA, AND MUCK PROBES FOR THE DREDGE AREA HAVE BEEN PROVIDED BY MORGAN & ERLUND, INC. DATED OCTOBER 2014 AND DECEMBER 2014 RESPECTIVELY. TOPOGRAPHIC DATA FOR THE DIMMA HAVE BEEN PROVIDED BY SDA UNLIMETERED, INC. DATED JULY 2014. SURVEY INFORMATION DEPICTED WITH THIS PLAN SET REPRESENT THE EXISTING CONDITIONS AT THE TIME OF THE SURVEY WITH A VERTICAL ACCURACY OF +/- 0.3'
7. GRID COORDINATES ARE IN FEET, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAVD 83).
8. ELEVATIONS SHOWN WITHIN THIS PLAN SET ARE IN FEET, AND ARE REFERENCED TO NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
9. ORDINARY HIGH WATER (OHW) IS EQUAL TO -0.52' (NAVD 88) ACCORDING TO PUBLISHED DATE ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) LAND BOUNDARY INFORMATION SYSTEMS (LAGINS) WEBSITE.
10. AERIAL PHOTOGRAPHS WERE PROVIDED BY FOOT AND DATED 2012 AND ARE PROVIDED FOR REFERENCE ONLY.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. ORIGINAL SIZE 8.5" X 11".

ATKINS
PROJECT NUMBER: 10004150
DATE: 12/15/15

Walker Dawson
North America, Inc. on
atl@walker-dawson.com
Date: 2015.12.29
171-203-0570

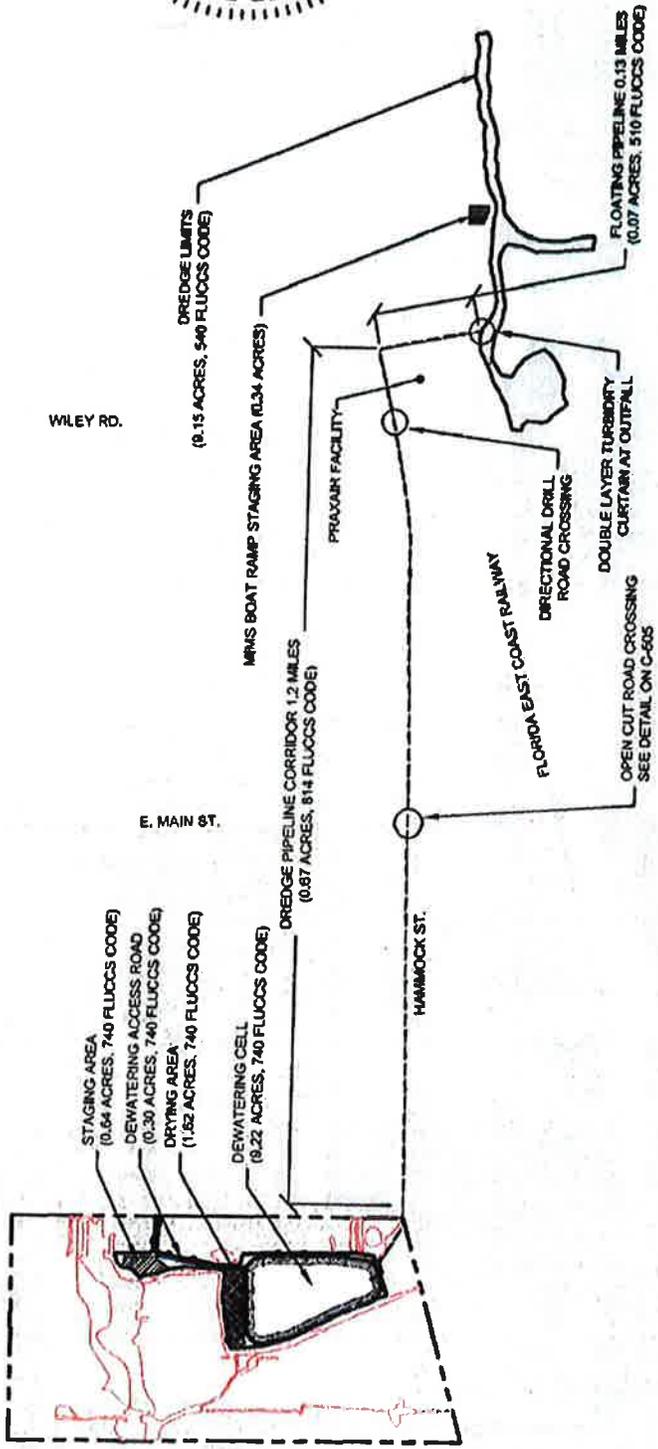
Walker Dawson
North America, Inc. on
atl@walker-dawson.com
Date: 2015.12.29
171-203-0570



STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 WALKER DAWSON
 LICENSE
 NO. 12273
 12-25-15

BREVARD COUNTY NATURAL RESOURCES
 3775 AHOPE FARM LANE, SUITE 100
 MELBOURNE, FL 32904
 MMS BOAT RAMP MUCK REMOVAL
 PRELIMINARY CELL, STAGING, AND
 DREDGING ROUTE SITE PLAN

ATKINS
 PROJECT NO. 15-0000000000
 SHEET NO. 15-0000000000
 DATE 12/25/15
 C-608



INDIGO RIVER



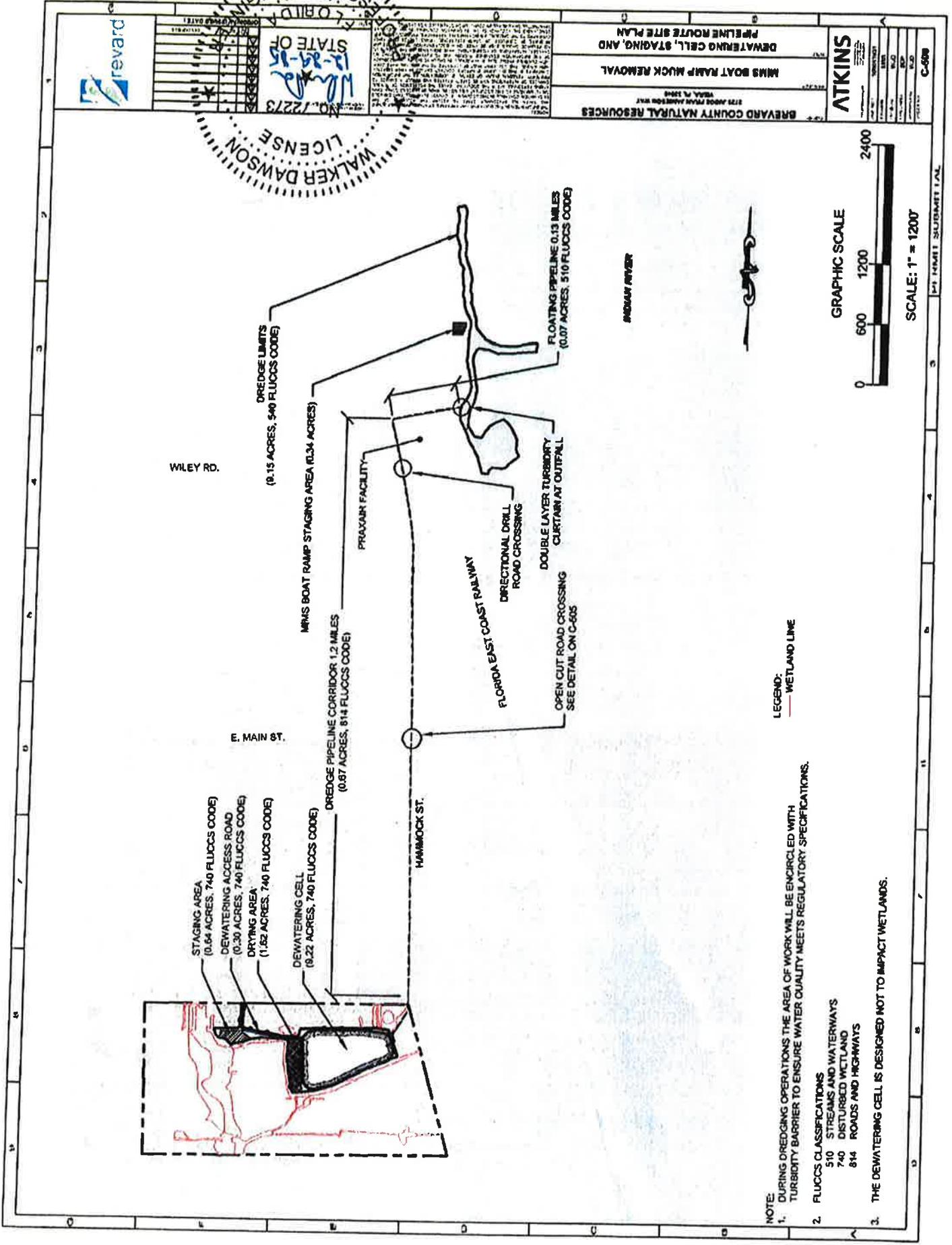
GRAPHIC SCALE



SCALE: 1" = 1200'

LEGEND:
 — WETLAND LINE

- NOTE:
1. DURING DREDGING OPERATIONS THE AREA OF WORK WILL BE ENCIRCLED WITH TURBIDITY BARRIER TO ENSURE WATER QUALITY MEETS REGULATORY SPECIFICATIONS.
 2. FLUOCS CLASSIFICATIONS
 510 STREAMS AND WATERWAYS
 740 DISTURBED WETLAND
 814 ROADS AND HIGHWAYS
 3. THE DEWATERING CELL IS DESIGNED NOT TO IMPACT WETLANDS.





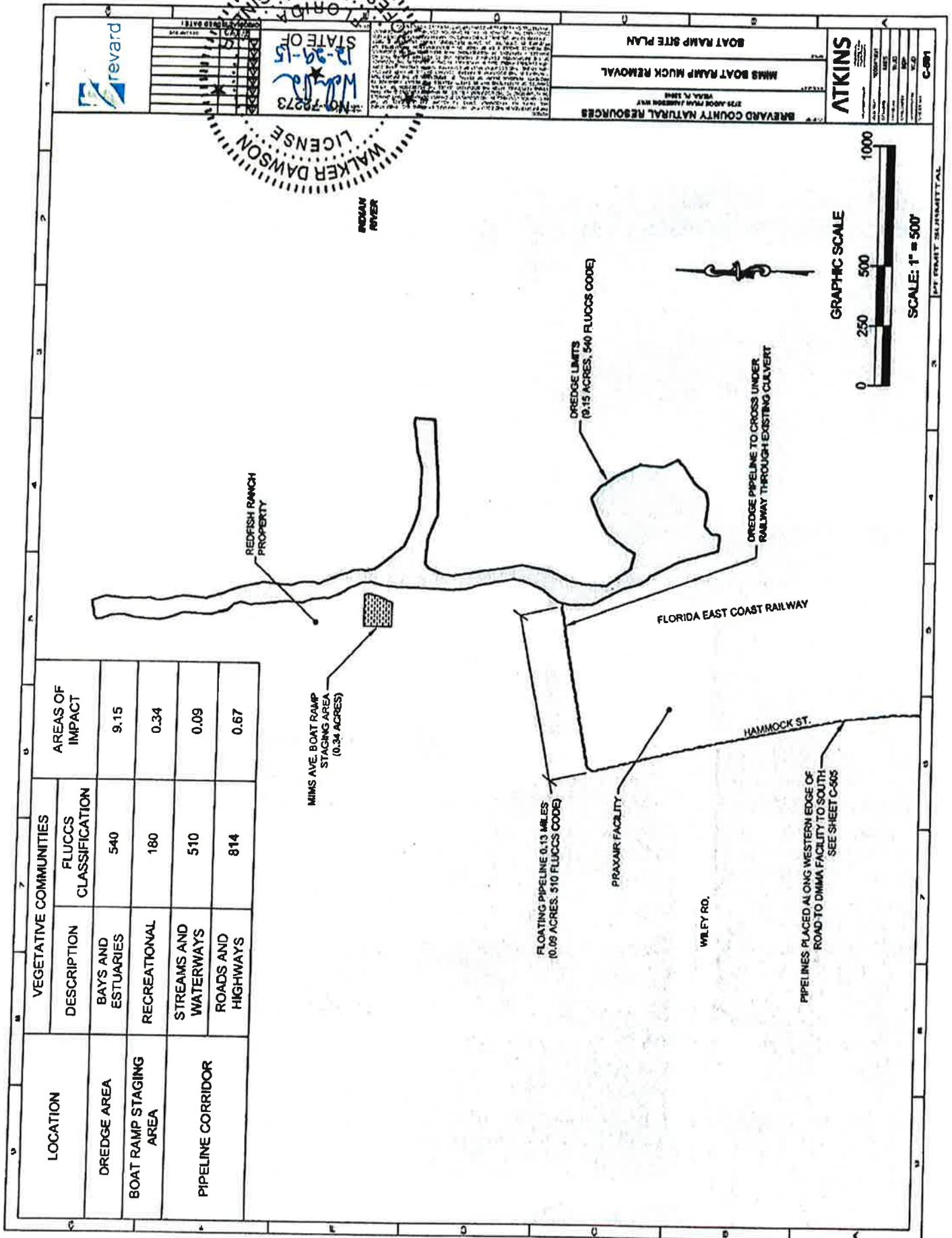
DATE	12-29-15
BY	WLD
NO.	78273

STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 WALKER DAWSON
 LICENSE

BREVARD COUNTY NATURAL RESOURCES
 2725 AUSTON PARK BLVD
 SEAL FL 32909
 MMS BOAT RAMP MUCK REMOVAL
 BOAT RAMP SITE PLAN

ATKINS

PROJECT NO.	C-891
DATE	
SCALE	
BY	
CHECKED BY	
APPROVED BY	



LOCATION	VEGETATIVE COMMUNITIES		AREAS OF IMPACT
	DESCRIPTION	FLUCCS CLASSIFICATION	
DREDGE AREA	BAYS AND ESTUARIES	540	9.15
BOAT RAMP STAGING AREA	RECREATIONAL	180	0.34
	STREAMS AND WATERWAYS	510	0.09
	ROADS AND HIGHWAYS	814	0.67

REDFISH RANCH PROPERTY

MIMS AVE. BOAT RAMP STAGING AREA (0.34 ACRES)

FLOATING PIPELINE 0.13 MILES (0.09 ACRES, 510 FLUCCS CODE)

DREDGE LIMITS (9.15 ACRES, 540 FLUCCS CODE)

PRAXAIR FACILITY

FLORIDA EAST COAST RAILWAY

WILFY RD.

HAMMOCK ST.

PIPE LINES PLACED ALONG WESTERN EDGE OF ROAD TO DIMMA FACILITY TO SOUTH SEE SHEET C-905

GRAPHIC SCALE



SCALE: 1" = 500'

BY PERMIT SUBMITTAL



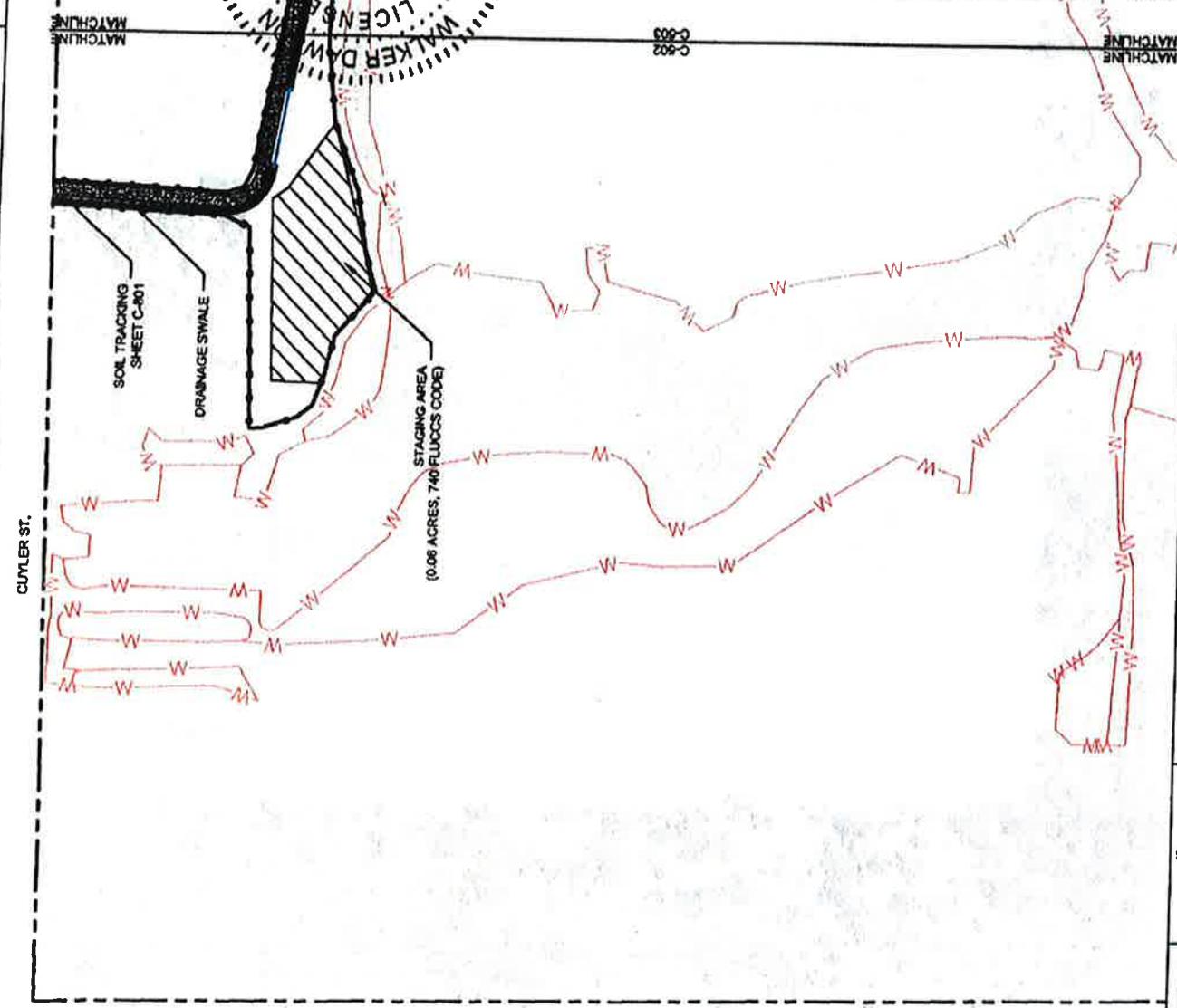
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NO. 2	2
NO. 3	3
NO. 4	4
NO. 5	5
NO. 6	6
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NO. 8	8
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NO. 10	10
NO. 11	11
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NO. 14	14
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NO. 47	47
NO. 48	48
NO. 49	49
NO. 50	50

STATE OF
 12-29-15
 W.L.D.
 No. 78273



BREWARD COUNTY NATURAL RESOURCES
 STEVE AARON PEAK, AMERICAN NATURAL RESOURCES INC., 1000 W. 10TH ST., SUITE 100, DEERFIELD BEACH, FL 33442
 MMS BOAT RAMP MUCK REMOVAL
 DEWATERING CELL SITE PLAN

ATKINS	
PROJECT NO.	C-082
DATE	12/29/15
DRAWN BY	W.L.D.
CHECKED BY	
APPROVED BY	
SCALE	
SHEET NO.	
TOTAL SHEETS	



CUYLER ST.

SOIL TRACKING SHEET C-001

DRAINAGE SWALE

STAGING AREA
 (0.08 ACRES, 740 FLUCCS CODE)

GRAPHIC SCALE



SCALE: 1" = 200'

---	WETLAND LINE
---	FINN EASEMENT
---	PROPERTY LINE
---	SILT FENCE
ZZZZ	STAGING AREA
XXXX	DRYING AREA

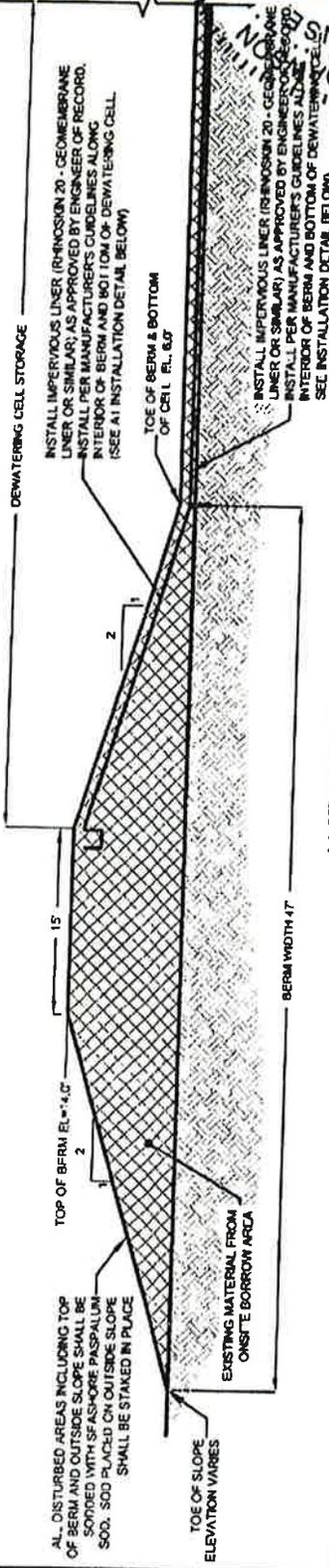
FOR PERMIT SUBMITTAL



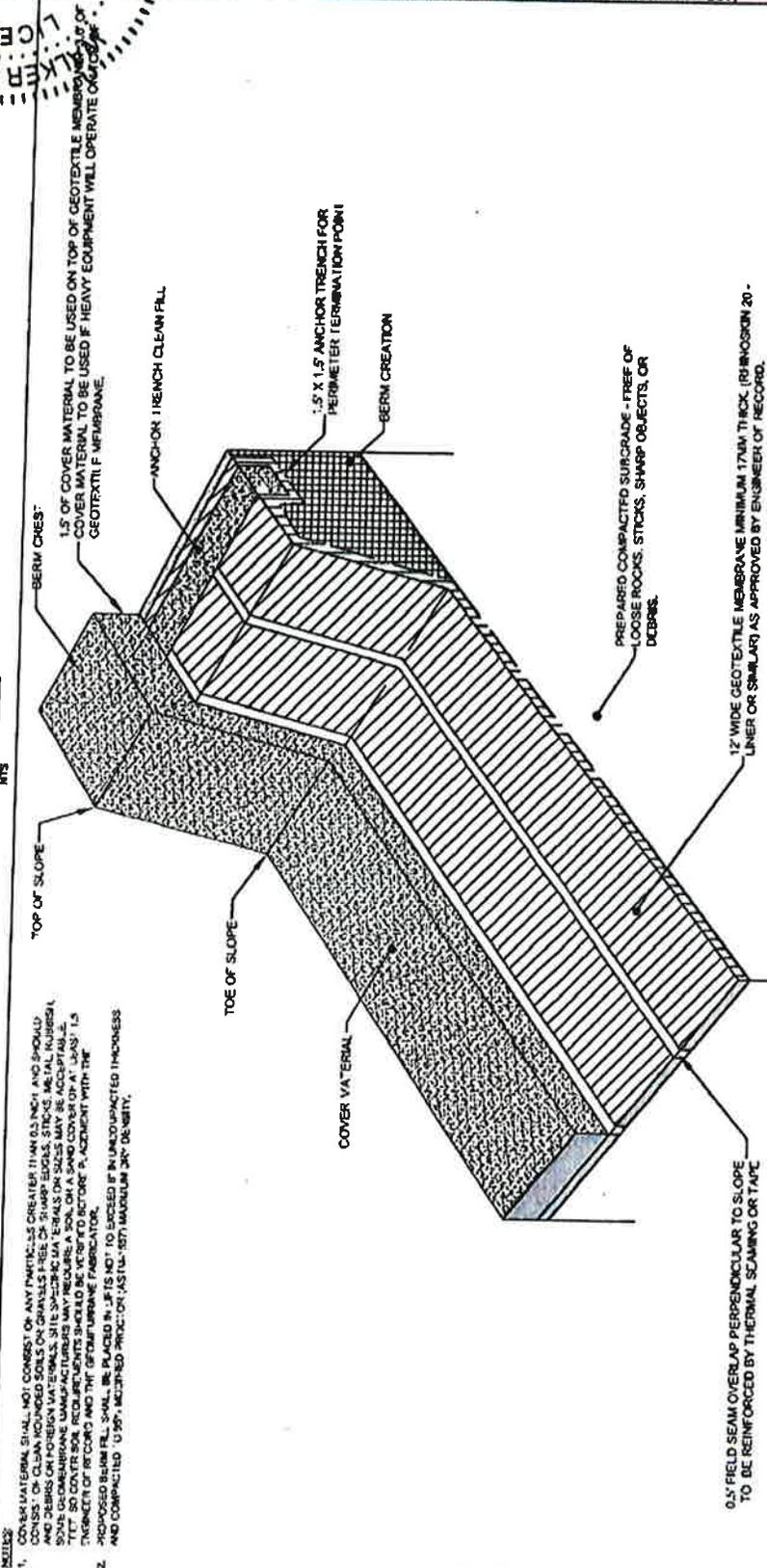
STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 No. 72273
 12-28-15

REWARD COUNTY NATURAL RESOURCES
 1715 MOORE ROAD, JACKSONWAY
 JACKSONVILLE, FL 32218
 DEWATERING CELL CROSS SECTION AND
 HIMS BOAT RAMP NUCK REMOVAL
 CONTROLLING STRUCTURE DETAILS

ATKINS	
PROJECT NO.	12-28-15
DATE	12-28-15
DRAWN BY	MD
CHECKED BY	MD
SCALE	AS SHOWN
C-884	



A-A: BERM CROSS SECTION
 MTS



A1: TYPICAL GEOTEXTILE MEMBRANE LINER INSTALLATION DETAIL
 MTS

- NOTES:
- COVER MATERIAL SHALL NOT CONSIST OF ANY PARTICLES GREATER THAN 0.5 INCH AND SHOULD BE AN UNBOUND SOIL OR GRAVELS FREE OF SHARP EDGED STICKS, METAL NAILS, OR OTHER DEBRIS. ALL SITE SPECIFIC MATERIALS ON SITES MAY BE ACCEPTABLE. THE COVER MATERIAL REQUIREMENTS SHOULD BE MET FOR ALL PLACEMENT WITH THE EXCEPT OF RECORD AND THE GEOTEXTILE FABRICATOR.
 - PROPOSED BERM FILL SHALL BE PLACED IN LIFTS NOT TO EXCEED 18 IN UNCOMPACTED THICKNESS AND COMPACTED TO 95% RELATIVE DENSITY ON (ASTM-157) MAXIMUM 3% DENSITY.

W.A.1
1/26/14

DEP AGREEMENT NO. S0714
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 21st day of August, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, Board of County Commissioners of Brevard County, Florida, and Florida Institute of Technology, sub-recipient, was awarded FY14/15 Legislative Appropriation, 1627A, "Indian River Lagoon And Lake Okeechobee Basin" for project development, dredging, spoil management, and related research; and,

WHEREAS, Board of County Commissioners of Brevard County, Florida, and Florida Institute of Technology, sub-recipient, was awarded FY15/16 Legislative Appropriation, 1667A, "Brevard County Muck Dredging" for dredging, spoil management and related research; and,

WHEREAS, the term Grantee and all requirements specific in this Agreement to Grantee shall apply mutually to the Board of County Commissioners of Brevard County, Florida, and Florida Institute of Technology; and,

WHEREAS, collectively the "Indian River Lagoon And Lake Okeechobee Basin" project and the "Brevard County Muck Dredging" project shall be referenced as "the Project"; and,

WHEREAS, the Grantee has requested an increase in the award amount, an updated Agreement end date, and an updated Grant Work-Plan as a result of the FY 15/16 Legislative Appropriation, 1667A; and,

WHEREAS, the Department has agreed to the Agreement end date extension, the increase in the award amount, and the updated Grant Work-Plan scope; and,

NOW, THEREFORE, the parties hereto agree as follows:

- Paragraph 2 is hereby revised to change the completion date of the Agreement from August 20, 2016 to June 30, 2021.
- Paragraph 3. A. is hereby deleted in its entirety and replaced with the following:

3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the term of this Agreement, the Department shall on a cost reimbursement basis pay the Grantee up to a maximum of \$20,000,000.00 towards the total Project cost (\$10,000,000.00 FY14/15 Funding and \$10,000,000.00 FY15/16 Funding). The parties hereto understand and agree that this Agreement requires \$2,500,000.00 of the grant disbursement to be paid to Florida Institute of Technology, sub-recipient on the part of the Grantee. Therefore, the Grantee is responsible for distributing \$2,500,000.00 of the grant proceeds to Florida Institute of Technology, sub-recipient (\$1,000,000.00 FY 14/15 Funding and \$1,500,000.00 FY15/16 Funding), in cash, towards the work funded under this Agreement.

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FY	CSFA	Project Title	Funding Amount
14-15	37.039	Indian River Lagoon And Lake Okeechobee Basin	
		Board of County Commissioners of Brevard County, Florida	\$9,000,000.00
		Florida Institute of Technology	\$1,000,000.00
		FY 14-15 Total	\$10,000,000.00
15-16	37.039	Brevard County Muck Dredging	
		Board of County Commissioners of Brevard County, Florida	\$8,500,000.00
		Florida Institute of Technology	\$1,500,000.00
		FY 15-16 Total	\$10,000,000.00

- Paragraph 3.C.v. is hereby deleted in its entirety.
- Paragraph 4 is hereby deleted in its entirety and replaced with the following:

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

- Paragraph 7 is hereby deleted in its entirety and replaced with the following:

7.A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force

majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

- Paragraph 9 is hereby deleted in its entirety and replaced with the following:

9. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

- Paragraph 10 is hereby deleted in its entirety and replaced with the following:

10. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

- Paragraph 13 is hereby deleted in its entirety and replaced with the following:

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

- Paragraph 15 is hereby deleted in its entirety and replace with the following:

15. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

- Paragraph 16 is hereby deleted in its entirety and replaced with the following:

Amanda Peck	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
3900 Commonwealth Blvd., MS. 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2948
Fax No.:	(850) 245-8434
E-mail Address:	Amanda.Peck@dep.state.fl.us

- Paragraph 18 is hereby deleted in its entirety and replaced with the following:

18. A. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors by anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors by anyone directly, or indirectly employed by the Grantee. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

- Paragraph 21 is hereby deleted in its entirety.
- Paragraph 22 is hereby deleted in its entirety and replaced with the following:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the

Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement

- Paragraph 28 is hereby deleted in its entirety and replaced with the following:

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

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

- Paragraph 29 is hereby added:

If the Grantee's project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. As applicable to the scope of services described in the Grantee's Agreement with the subawardee and applicable work plans, QA plan(s), or other statements of work implemented after the execution of this Amendment, the sampling, field testing and laboratory analyses performed under the FIT Agreement shall conform to only those requirements applicable to this Agreement as set forth in Chapter 62-160, Quality Assurance, Florida Administrative Code (F.A.C.) and Attachment G_ "Quality Assurance Requirements for DEP Research Contracts and Grants".

- Paragraph 30 is hereby added:

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

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

- Paragraph 31 is hereby added:

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

- Paragraph 32 is hereby added:

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

- Attachment A, Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1, Revised Grant Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to **Attachment A-1, Revised Grant Work Plan**.

- Attachment B, Progress Report Form, is hereby deleted in its entirety and replaced with **Attachment B-1, Revised Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment B shall hereinafter refer to **Attachment B-1, Revised Payment Request Summary Form**.

- Attachment D, Progress Report Form, is hereby deleted in its entirety and replaced with **Attachment D-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment D shall hereinafter refer to **Attachment D-1, Revised Progress Report Form**.

- Attachment E, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment E-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment E shall hereinafter refer to **Attachment E-1, Revised Special Audit Requirements**.

- **Attachment G, Quality Assurance Requirements for DEP Research Contracts and Grants**, is hereby added in its entirety.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Jim Barfield, Chairman

By: 
Secretary or Designee

Date: 3/3/2016

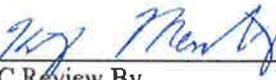
Date: 3/16/16

As approved by the Board on 1/26/2016

ATTEST 
Scott Ellis, Clerk


Amanda Peck, DEP Grant Manager

Reviewed for legal form and content:


QC Review By


Assistant County Attorney
*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

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

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Grant Work Plan (7 Pages)
Attachment	B-1	Revised Payment Request Summary Form (3)
Attachment	D-1	Revised Progress Report Form (1 Page)
Attachment	E-1	Revised Special Audit Requirements (5 pages)
Attachment	G	Quality Assurance Requirements for DEP Research Contracts and Grants (7 Pages)

**ATTACHMENT A-1
REVISED GRANT WORK PLAN**

PROJECT NAME: Brevard County Muck Dredging (collectively the “Indian River Lagoon And Lake Okeechobee Basin” project and the “Brevard County Muck Dredging” project shall be referenced as “the Project”).

PROJECT FUNDING:

FY	CSFA	Project Title	Funding Amount
14-15	37.039	Indian River Lagoon And Lake Okeechobee Basin	
		Board of County Commissioners of Brevard County, Florida	\$9,000,000.00
		Florida Institute of Technology	\$1,000,000.00
		FY 14-15 Total	\$10,000,000.00
15-16	37.039	Brevard County Muck Dredging	
		Board of County Commissioners of Brevard County, Florida	\$8,500,000.00
		Florida Institute of Technology	\$1,500,000.00
		FY 15-16 Total	\$10,000,000.00

PROJECT AUTHORITY: For the Brevard County Muck Dredging project, the Florida Legislature designated Brevard County (Grantee) as an awardee and the Florida Institute of Technology (FIT) as a subawardee research partner. The Grantee received funding from the Florida Legislature in the amount of \$10,000,000 through Specific Appropriation Line Item No. 1627A, Fiscal Year (FY) 2014 – 2015, General Appropriations Act, and \$10,000,000 through Specific Appropriation Line Item No. 1667A, Fiscal Year (FY) 2015 - 2016, General Appropriations Act. The Grantee received this funding for the purpose of removal of muck from the Central and Northern Indian River Lagoon and the Banana River. Brevard County shall provide \$1,000,000 from the FY 2014 – 2015 funds and \$1,500,000 from the FY 2015 – 2016 funds to the Indian River Lagoon Research Institute at Florida Institute of Technology, for the purpose of scientific assessment to determine environmental benefits from the project. The maximum amount the Department shall pay the Grantee for the Project is \$20,000,000.00. Authority for this Project is specified in Section 403.885, Florida Statutes. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039

PROJECT LOCATION: The Project will be located in multiple areas in Brevard County, Florida. Project areas and general site location coordinates (latitude, longitude in decimal degrees) are as follows:

- Mims Boat Ramp = 28.677722 N, -80.826278 W
- Sykes Creek (south) = 28.368278 N, -80.682028 W
- Cocoa Beach (north) = 28.364056 N, -80.614194 W
- Grand Canal (north) = 28.204167 N, -80.613056 W
- Turkey Creek = 28.035833 N, -80.580556 W

PROJECT BACKGROUND: On November 8, 2013, the Florida Senate Select Committee on Indian River Lagoon and Lake Okeechobee Basin (IRLLOB) completed a final report which identified a number of policy and budget options for state and federal action to improve water management in both the short and long term within the IRLLOB. These options focused on three key areas: (1) improving water quality; (2) expanding water storage capacity; and (3) strengthening the current relationship between the state and federal government by clarifying areas of responsibility and working to improve accountability. This project was identified in the report as a short term recommendation.

A comprehensive plan has been developed to dredge muck from the northern and central Indian River Lagoon. The Committee recommended appropriating \$20 million towards scientifically based environmental muck removal that maximizes, to the greatest extent possible, environmental and public health benefits. This resulted in \$10,000,000 appropriated from the state legislature in fiscal year 2014-15 for this project and \$10,000,000 in fiscal year 2015-2016.

PROJECT DESCRIPTION: In the central and northern regions of the Indian River Lagoon, record-setting algal blooms have caused the loss of over 40,000 acres of seagrass, and the deaths of 223 manatees, 74 bottlenose dolphins, and over 300 pelicans. One major contributing factor is the extent of organic muck deposits created by

decades of runoff, erosion, and nutrient loading. These accumulated muck sediments contain significant “legacy” nutrients, which regularly flux into the water column and recycle nutrients within the Indian River Lagoon system. Muck sediments also negatively impact navigation, damage seagrass beds, and can consume dissolved oxygen to create anoxic bottom conditions detrimental to lagoon organisms.

The Northern and Central Indian River Lagoon and Banana River are listed as impaired for nutrients, and have adopted Total Maximum Daily Loads (TMDLs) and Basin Management Action Plans (BMAPs) to address these impairments. Reduction of nutrient loading to the Indian River Lagoon system is essential to protecting and restoring the health of the estuarine network. As part of this reduction effort, the removal of the legacy load (muck) is critical to overall restoration success. The Brevard County Muck Dredging project will remove approximately 350,000 cubic yards of muck soils from sites within the Indian River Lagoon (IRL), the Banana River Lagoon and associated tributaries. This dredging project will remove up to 672 tons of total nitrogen (TN) and 144 tons of total phosphorous (TP) that are contained within the muck deposits. The Indian River Lagoon Research Institute at Florida Institute of Technology (FIT), the subawardee, has been designated by the Florida Legislature as a Brevard County Muck Dredging project research partner. FIT staff and students will assist the Grantee in monitoring the general project effectiveness, along with conducting research on the chemical, physical and biological effects of muck removal within the Indian River Lagoon system.

Major components of the project include project management and oversight of:

- Hydroacoustic survey and subsurface mapping of muck
- Dredging design and permitting
- Spoil site design, permitting and preparation
- Dredging
- Spoil management operations and disposal of dredged materials
- Site cleanup, restoration, and project closeout (specifics to be incorporated into Contractors’ Scope of Work)
- Research performed by FIT

Major project components will be carried out as necessary for each site location selected (Exhibit 1). Site-specific construction plans will be established to maximize use of existing data and any previously issued authorizations. Project component costs will vary by location and will be dependent upon site size and general location characteristics. The Grantee will secure all necessary permits for all project sites with muck dredging and spoil management activities.

Note: The Cocoa Beach project site is being developed cooperatively with the City of Cocoa Beach. An Interlocal Agreement between Brevard County and the City of Cocoa Beach will establish the duties of the City and County. Although no project costs for the Cocoa Beach site are expected under Task 1 of this agreement, deliverables may still be required for submission since this project will be constructed under Task 2. Due to overall project funding limitations, the Sykes Creek and Grand Canal project sites are not expected to move into the construction phase of the project; thus will incur no costs for construction under Task 2.

TASKS and DELIVERABLES:

Task 1: Surveying, Construction Plans, Permitting, & Bidding

Description: Work under this Task will be required for the Mims Boat Ramp, Sykes Creek, Grand Canal and Turkey Creek project sites. Task 1 will be contracted through existing competitively bid continuing service agreements with licensed professional dredging and sediment removal engineering and design firms. For all project sites, Grantee will perform geotechnical, topographic, environmental or hydrographic surveys and mapping activities as needed to determine the quantities and characteristics of muck deposits, seagrass conditions, and any other resource assessments and activities required to meet permit requirements, e.g., environmental mitigation such as gopher tortoise removal and seagrass monitoring; develop related construction plans; permit site-specific dredging projects with appropriate spoil management systems based on the information attained during surveying and mapping;. For the Mims Boat Ramp and Turkey Creek project sites, the Grantee will also bid out the site-specific construction work to be completed in Task 2. Site-specific bid package(s) will be developed in accordance with State of Florida and federal laws and this Agreement, will be advertised through the Grantee’s competitive bid process and the Grantee will select the qualified and licensed contractor(s), so that the construction work can be performed sub-contractually.

Construction documents will include geotechnical, topographic, or hydrographic surveys as needed, drainage and spoil site easements, detailed Stormwater Pollution Prevention Plans, turbidity monitoring plans, spoil management plans, and final engineering designs and specifications. Construction engineering and permitting requirements will vary by site and plans will be developed independently for each selected project site in accordance with site-specific requirements. Dredging within the Indian River Lagoon system in Brevard County will require at a minimum a Florida Department of Environmental Protection or St. Johns River Water Management District Environmental Resource Permit (ERP) and a United States Army Corps of Engineers permit and related federal authorizations. Additional permits and or authorizations may be required from project adjacent municipalities, the Florida Department of Transportation, state and/or federal historic resource management entities, and Brevard County. The Grantee will contact Florida Fish and Wildlife Conservation Commission (FFWCC) for listed species permitting consultation.

Deliverable 1a. For each of the Mims Boat Ramp and Turkey Creek sites: 1) electronic copies of all required geotechnical, topographical, environmental, hydrographic surveys and reports and mitigation activities, as needed to meet permit requirements; 2) electronic copy of site-specific final engineering design(s), including professional certification as applicable; 3) a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager; 4) copy of any required permits; 5) electronic copy of public notice of advertisement for the bid(s); 6) electronic copy of all inquiries, questions, and comments regarding the bid documents; 7) electronic copy of bid package(s); 8) written notice of selected contractor; 9) electronic copy of executed subcontract(s) and/or work orders or task orders provided prior to submitting any invoices for the subcontracted work.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task/deliverable 1a the Grantee may proceed with payment request submittal.

Deliverable 1b. For each of the Sykes Creek and Grand Canal sites: 1) electronic copies of all required geotechnical, topographical, environmental, hydrographic surveys and reports and mitigation activities, as needed to meet permit requirements; 2) electronic copy of site-specific final engineering design(s), including professional certification as applicable; 3) a list of all required state permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager; 4) copy of any required state permits.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task/deliverable 1b the Grantee may proceed with payment request submittal.

Task 2: Muck Dredging, Spoil Management and Construction Oversight

Description: Dredging of approximately 350,000 cubic yards of muck sediments from the Indian River Lagoon system in accordance with the final design(s) and required permits, which will be submitted to the Department upon request. Up to 40,000 cubic yards (cy) is expected to be dredged from the Mims Boat Ramp project site, up to 80,000 cy from the Cocoa Beach project site, and up to 230,000 cy from the Turkey Creek project site. This Task will include actions such as spoil management site preparation, installation of a hydraulic dredge pipeline, roadway and waterway traffic management and crossings, hydraulic dredging of sediments, pumping to a spoil management site, spoil material dewatering and treatment, all permit-required environmental mitigation activities such as gopher tortoise removal and seagrass monitoring, and site handling and hauling of material to, from and within the spoil management site and final disposal. Note: dredged material will remain at the spoil management site for approximately nine (9) months before final disposal to dry out. Dredging and spoil management will vary by site and will be laid out by the executed subcontracts, plans and permits approved under Task 1. The management of all dredging and spoil management activities and related contracts and contractors will require ongoing, daily project oversight and inspection. The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law. The FFWCC may impose seasonal Florida Manatee dredging restrictions, limiting dredging to certain times of the year or require dedicated manatee observers. Certification of construction phase completion, for each project site, will be done by a Professional Engineer registered in the State of Florida.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. It is hereby understood and agreed by the parties that the term “quarterly” shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

Deliverable 2a. Interim Deliverables for Construction Activities and Oversight

for each site: 1) An electronic copy of the Grantee’s executed contract(s) and scope of services for project management and/or engineering services, etc. submitted to the Department’s Grant Manager provided prior to submitting any invoices for the subcontracted work; 2) Field notes, photo documentation and reports associated with the management of the project; engineering inspection reports, project surveys; 3) signed acceptance of the completed work by the Grantee; 4) contractor’s Application and Certification for Payment; 5) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 10 days prior to each payment request and may be submitted no more frequently than quarterly on the 20th day following the completion of the quarterly reporting period.

Performance Standard: The Department’s Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee’s construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department’s Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarter submittal period under this task.

Contractor’s Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 2b. Construction Closeout for each site: construction as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department’s Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee’s construction contract documents and specifications. Upon review and written approval by the Department’s Grant Manager of all final deliverables under this task/deliverable 2b, the Grantee may proceed with payment request submittal.

Task 3: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.

- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Number of cubic yards dredged at each project site.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Any additional information which explains the results of the project

Note: The Grantee will also provide quarterly progress reports starting after Agreement execution, to update the Department's Grant Manager on the status of each task and the overall project, as a way to describe any issues or delays encountered or if everything is on target.

Deliverable 3a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 3b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with payment request submittal for this task/deliverable 3b.

Task 4: Research

Description: FIT is the subawardee designated by the Florida Legislature as a Brevard County Muck Dredging project research partner for the purpose of scientific assessment to determine environmental benefits from the project. The Grantee will enter into an Agreement with FIT and shall ensure that FIT will carry out its activities in accordance with this Agreement and Florida Statutes, including: a work plan, a scope of services, deliverables, performance measures, progress reports, and invoicing processes.

The Grantee will establish the Agreement with FIT to develop technical research scopes, conduct and complete research, and prepare written research results that objectively examine the processes for effective muck removal and the effects of muck removal on the IRL system. As applicable to the scope of services described in the Grantee's Agreement with the subawardee and applicable work plans or other statements of work implemented after the execution of this Amendment, the sampling, field testing and laboratory analyses performed under the FIT Agreement shall conform to only those requirements applicable to this Agreement as set forth in Chapter 62-160, Quality Assurance, Florida Administrative Code (F.A.C.) and Attachment G "Quality Assurance Requirements for DEP Research Contracts and Grants". The Grantee will work with FIT to manage projects and provide continuous input and direction as part of project oversight. Research will be tied to project sites, scopes, quality assurance (QA) plans and goals related to the work to be performed in Tasks 1 and 2. FIT will coordinate monthly project meetings and provide quarterly updates through written reports and presentations to the Grantee, in accordance with the Master Agreement and task orders executed between FIT and the Grantee. The Grantee will provide a copy of these quarterly updates to the Department's Grant Manager quarterly as part of the progress reports. Specialized field and laboratory equipment will be purchased by FIT through their subcontract(s) and/or task orders with the Grantee to conduct the muck dredging research, and this equipment will become the property of FIT post-project.

Deliverable 4a: Agreement executed between the Grantee and FIT prior to commencement of FIT's work that is in accordance with this Agreement and including: a statement of work, deliverables, performance measures, progress reports, and invoicing processes.

Performance Measure: Executed Agreement that is reviewed and acknowledged by the Department's Grant Manager.

Deliverable 4b: Research scopes developed by FIT and approved by the Grantee, including related subcontracts and/or task orders with reporting requirements, cost schedules, and timelines. Additional details for all research scopes for current and future work under this Agreement shall be provided by the Grantee in coordination with FIT

principal investigators in one or more QA Plans that describe the research designs proposed to meet project objectives, the procedures used for sample collection, the methods, including calibration and quality control procedures, employed for field and laboratory analyses or measurements, and the methods used to verify, validate and evaluate experimental data in support of reported results and conclusions.

Performance Measure: The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task/deliverable 4b the Grantee may proceed with payment request submittal.

Deliverable 4c: Final research results and research papers written by FIT and approved by the Grantee shall be submitted upon completion of the work established in individual research scopes and related subcontract agreement(s). For each research project, as applicable: include a summary of the results, a discussion of whether the anticipated environmental benefits have been/will be realized (e.g., why the legacy muck dredging did or did not exceed the expected removal efficiency); and a summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Performance Measure: The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task/deliverable 4c the Grantee may proceed with payment request submittal.

TOTAL PROJECT TIMELINE: The task must be completed and all deliverables received by the end of the task timeline.

Task/ Deliverable No.	Task/Deliverable Title	Start	Complete	Deliverable Due Date/ Frequency
1	Surveying, Construction Plans, Permitting, and Bidding	8/21/2014	8/20/2018	8/20/2018
2a	Interim Deliverables for Construction Activities and Oversight	8/21/2014	2/20/2020	Quarterly on 20 th
2b	Construction Closeout for each site	8/21/2014	2/20/2020	2/20/2020
3a	Draft Project Report	8/21/2014	7/20/2020	7/20/2020
3b	Final Project Report	8/21/2014	8/20/2020	8/20/2020
4a	Executed Agreement between Grantee and FIT	8/21/2014	8/20/2020	8/20/2020
4b	Research scopes of work	8/21/2014	3/20/2018	3/20/2018
4c	Research results and paper submittal	8/21/2014	8/20/2020	8/20/2020

PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Category	Grant Funding
1	Subcontracting: Contractual	\$1,950,000
2	Subcontracting: Contractual	\$15,475,000
3	Subcontracting: Contractual	\$75,000
4	Subcontracting: Contractual	\$2,500,000
Total:		\$20,000,000

Budget Narrative: FY15/16 funds can be used only for work performed on or after July 1, 2015.

Other Provisions:

The Grantee shall submit quarterly spending plans that project anticipated reimbursement requests out at least six (6) months to the Department to ensure timely release of funds. Plans should be submitted by close of business on the last business day of each calendar quarter.

**EXHIBIT 1
PROJECT LOCATION AND WATERSHED CHARACTERISTICS**

Size of Project Impact: 246 sq. mi. of the Northern Indian River Lagoon within Brevard County. Various sites to be determined based on survey and prioritization.

Water Body Identification (WBID): A subset of 3044A, 3057A, 3057B, 3057C, 2963A, 2963B, 2963C, 2963D, 2963E, 2963F, 5003B, 5003C, 5003D, Indian River Lagoon including the Banana River

Impaired Water Body Affected: Indian River Lagoon and tributaries

Total Maximum Daily Load (TMDL) Status and Name: Active / TMDL Report – Nutrient and Dissolved Oxygen

TMDL Impairment: TMDLs for the Indian River Lagoon and Banana River Lagoon – Nutrients (Seagrass), Nutrients (Chlorophyll a [Chla])

Impairments Addressed by Project: Nutrients (Seagrass)

Basin Management Action Plan (BMAP) Status and Name:

Active / Indian River Lagoon Basin – North Indian River Lagoon

Active / Indian River Lagoon Basin – Banana River Lagoon

Active / Indian River Lagoon Basin – Central Indian River Lagoon

Figure 1. Brevard County Muck Dredging Sites



**ATTACHMENT B-1
REVISED PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No. _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST)	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Subcontracting:				
Contractual Services	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies/Other Expenses	\$	\$	\$	\$
Land	\$	\$	\$	\$
Indirect	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

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

Grantee's Certification of Payment Request

I, _____,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

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

Check all that apply:

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

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

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent

Print Name

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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

MAILING ADDRESS: Enter the address that you want the state warrant sent.

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

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

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

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

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

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

ATTACHMENT D

REVISED PROGRESS REPORT FORM

DEP Agreement No.:	S0714		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p>.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0714 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E - 1

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. 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 Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. 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 part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. 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 elects 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 resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Fed				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding
S0714	1627A GAA 2014 – 2015 Special Appropriation	2015	37.039	Indian River Lagoon and Lake Okeechobee Basin (Fixed Capital Outlay)	\$10,000,000
S0714	1667A GAA 2015-2016 Special Appropriation	2016	37.039	Brevard County Muck Dredging (Fixed Capital Outlay)	\$10,000,000

Total Award					\$20,000,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fs services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by th in the Contract.

**Department of Environmental Protection
Quality Assurance Requirements for Research Contracts and Grants**

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. The research performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), *only as applicable to the scope of services described in the contract work plan* (or other statement of work for the contract, however named).
- b. "Sample(s)" refers to the collection of sample media (e.g., water, sediment, soils, chemical wastes) or biological organisms, and/or analysis, observation or measurement activities conducted in the field or in a laboratory that will be performed under the terms of the contract.

2. FIELD PROCEDURES AND TEST METHODS

- a. The field Standard Operating Procedures (SOPs) and/or test methods to be used for contracted field research (including any written modifications thereof) shall be those reviewed by the Department, as described in the contract quality assurance plan (hereinafter, "QA Plan(s)", see section 9, below). Any additional information applicable to the SOPs and/or test methods and/or other contracted field activities shall also be described in the QA Plan(s). If a QA Plan is not required per Section 9, below, all SOPs, methods and additional information shall be attached to the contract.
- b. The contractor shall specify the calibration and quality control (QC) requirements to be met for all contracted field research (as applicable), and shall provide these requirements in the field SOPs and/or test methods and/or other information as described in 2.a. above.
- c. Additional quality control expectations:
 - (i) Field procedures and/or test methods shall provide results that meet all applicable contract data quality objectives.
 - (ii) All field testing procedures shall follow the testing methods as reviewed for the contract and described in 2.a., above.
 - (iii) The contractor shall adhere to the quality control requirements specified in the field SOPs and/or test methods and associated documents described in 2.a., above, and as otherwise specified in these QA Requirements.
 - (iv) The contractor shall calculate any applicable field sample results according to the procedures specified in the field SOPs and/or test methods approved for the contract, as described in 2.a., above.

3. FIELD REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. *Only those field records outlined in Rule 62-160.240, F.A.C. applicable to the field research described in the contract and associated QA Plan(s)* (if required per Section 9 below), any other records indicated in the contract scope (or work plan) or QA Plan(s), and any other documentation and reports associated with work performed for the contract, shall be retained by the contractor for a minimum of five years after the generation or completion of the records; or, copies of all relevant records shall be provided to the Department contract manager for retention. Longer retention times as specified in the contract, if applicable, shall supersede the above minimum retention requirement.
- b. The field records shall include relevant information for the procedures described in 2.a., above.
- c. All field data and supporting information shall be reported for the contract according to requirements in rule 62-160.240 F.A.C., *only as applicable to the field research described in the contract and associated QA Plan(s)* (if required per Section 9 below).
- d. Any documentation or reports specifically identified in the contract as deliverable work products shall be retained as in 3.a., above

- e. All field records generated or retained by the contractor that are associated with contract work shall be linked according to applicable sample or site identification, including sample collection and/or field measurement location and field event, and shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
 - f. All reports shall be submitted to the DEP contract manager and shall include all report deliverables specified by the contract, its attachments, the QA Plan(s) (if required per section 9, below), and any information required by rule 62-160.240, F.A.C. (as described in 3.a. and 3.c., above, *only* where applicable to the field research conducted under the contract).
 - g. The Department reserves the right to request some or all of the field information in an electronic format, and all reporting deliverables shall be submitted to the Department in the format(s) specified in the contract.
 - h. Upon request by the Department contract manager, or as required by the contract, copies of original field reports or field records shall be submitted to the DEP contract manager, where applicable.
 - i. In addition to any field reports provided per contract deliverable requirements and subsections c., d., f., g., and h., above, the contractor shall submit any of the field information and/or records associated with the contracted field research as described in this section (section 3) upon request by the DEP contract manager, including any of the following, *only if specifically applicable to the contract work*:
 - Site name and location information
 - Field identification for each sample container and the associated analytes (test methods) for which the container was collected
 - Date and time of sample collection
 - Sample collection depth, if applicable
 - Sample collection method identified
 - Indication of filtered samples, when applicable
 - Field test measurement results:
 - Parameter name
 - Measurement method
 - Result
 - Result unit
 - Appropriate Data Qualifier Codes for specific sample results, per Table 1 of Chapter 62-160, F.A.C.
 - Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting quality control (QC) for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure)
 - j. Unequivocal documentation links between each reported field QC measure (e.g., QC blanks, duplicates or replicates, calibration verification, other research QC measure) and the associated sample result(s) shall be maintained for all applicable measurements and/or other data.
4. **LABORATORY PROCEDURES AND TEST METHODS**
- a. The laboratory Standard Operating Procedures (SOPs) and/or test methods (including any modifications thereof) to be used for the contracted analytical research shall be those reviewed by the Department, as described in the QA Plan(s) (section 9, below). Any additional information applicable to the SOPs and/or test methods shall also be described in the QA Plan(s). If a QA Plan is not required per Section 9, below, all SOPs, methods and additional information shall be attached to the contract.

- b. If applicable to the contract scope or work plan for specified analyses, the laboratory shall report Practical Quantitation Limits (PQLs) and/or Method Detection Limits (MDLs), or other specified limits of detection and/or quantitation with the results of sample analyses for the contract, as further described below. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation, if applicable. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP, Quality Manual or other contract attachment, or as listed in the QA Plan (if required per section 9, below). The reported limits shall meet the data quality objectives for analytical sensitivity and quantitation applicable to the contract work.
- c. When reporting limits of detection and/or quantitation is applicable to the contract work, the laboratory shall report all sample results analyzed at or above the MDL or other defined limit, and shall qualify all results below the laboratory PQL or other defined limit, using the appropriate data qualifier codes in Table 1 in rule 62-160.700, F.A.C.
- d. The laboratory shall specify the laboratory's calibration and quality control (QC) requirements to be met for all applicable research analyses, and shall provide these requirements in the laboratory SOPs and/or test methods and/or other documents, as described in 4.a. above.
- e. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods shall provide results that meet applicable contract data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as reviewed for the contract and described in 4.a., above.
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and associated documents described in 4.a., above, and as otherwise specified in these QA Requirements.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods reviewed for the contract, as described in 4.a., above.

5. **LABORATORY REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. *Only those laboratory records outlined in Rule 62-160.340, F.A.C. specifically applicable to the analytical research described in the contract and QA Plan(s) (if required per Section 9, below), any other records indicated in the contract or its attachments, and any other documentation and reports associated with work performed for the contract, shall be retained by the laboratory for a minimum of five years after the generation or completion of the records; or, copies of all relevant records shall be provided to the Department contract manager for retention. Longer retention times as specified in the contract, if applicable, shall supersede the above minimum retention requirement.*
- b. The laboratory records shall include relevant information for the procedures described in 4.a., above.
- c. All laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3), F.A.C. (except that the requirements to generate reports that comply with rule 64E-1.005, F.A.C. and the TNI Standards are waived), and applicable requirements in 62-160.340(5) through 62-160.340(8), except that requirements in the TNI Standards for amended laboratory reports are waived; however, any amended laboratory reports resubmitted by the contractor shall be prominently marked as amended or revised. *These reporting requirements shall only apply where applicable to the laboratory research described in the contract and associated QA Plan(s) (if required per Section 9 below)*

- d. Any documentation or reports specifically identified in the contract as deliverable work products shall be retained as in 5.a., above.
- e. All laboratory records retained by the laboratory that are associated with work performed under the contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- f. All laboratory reports shall be submitted to the DEP contract manager, if requested, and shall include all report deliverables specified by the contract and/or its attachments, the QA Plan(s) (if required per section 9, below) and any information required by rule 62-160.340, F.A.C. (as described in 5.a. and 5.c., above), where applicable to the analytical research conducted under this contract.
- g. The Department reserves the right to request some or all of the laboratory information in an electronic format, and all reporting deliverables shall be submitted to the Department in the format(s) specified in the contract.
- h. Upon request by the Department contract manager or as required by the contract, copies of original laboratory reports shall be submitted to the contract manager, where applicable.
- i. In addition to any reports of sample results provided per contract deliverable requirements and subsections c., f., g., and h., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted research as described in this section (section 3) upon request by DEP, including any of the following, *and only where specifically applicable to the contract work and associated QA Plan(s)*:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection or working range
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification or working range
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the test method or laboratory QC procedures (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the contract work plan or other attachments, or in the QA plan(s), if required per section 9 below (Note: The above listed field-QC blanks are defined in DEP SOP FQ 1000)
 - ▶ Results for field duplicates (or replicates), as applicable to the project and as specified in the contract, other contract attachments or in the QA Plan(s) (if required per Section 9, below)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods and laboratory QC procedures used for the contracted research, including, but not limited to:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses

- Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Results of other research QC procedures and measures
 - Acceptance criteria used to evaluate each reported quality control measure
- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification, other QC measure) and the associated sample result(s) shall be maintained for all contracted analyses.
6. **AUDITS BY THE DEPARTMENT**
Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described in these QA Requirements shall be provided by the contractor (see sections 3 and 5, above). If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan(s) (if required per section 9, below) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C. specific to this contract and its work plan and/or QA plan(s); or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 10, below.
7. **QUALITY SYSTEMS AUDITS**
The contractor shall ensure that any required field or laboratory quality system audits are performed according to the contractor's (or subcontractor's) Quality Manual or other relevant internal quality assurance documents. The results of these audits shall be documented in the contractor's (or subcontractor's) records. Copies of the audit reports or results for the audits shall be provided to the DEP contract manager upon request.
8. **STATEMENTS OF USABILITY**
When reporting contracted field or analytical research results, the contractor shall provide statements about data usability as necessary to address the topics in subsections a. – c., below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan(s) (if required per section 9, below), or these QA Requirements.
- a. All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan(s) (if required by section 9, below), Quality Manual(s), other contract attachments, or these QA Requirements shall be met.
 - b. All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan(s) (if required by section 9, below), Quality Manual(s), other contract attachments or these QA Requirements.
 - c. All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan(s) (if required by section 9, below), Quality Manual(s), other contract attachments, or these QA Requirements.
9. **QA PLAN(S)**
- a. The contractor shall prepare a detailed project proposal or sampling and analysis plan that discusses the information contained in Rule 62-160.600, F.A.C., as summarized in the following list of topics, *and as applicable to the contract and work plan*:
 - purpose and intended use of data;
 - description of work to be conducted;
 - data reporting and storage procedures;
 - training required to conduct work;

- sampling sites, populations or organisms, analytes and schedules, as applicable to the research;
 - sampling and analytical methods;
 - quality control activities;
 - evaluation of the research project design to meet contract research objectives; and,
 - statistical and/or other procedures and criteria for evaluation of experimental data.
- b. The contractor shall submit the QA plan(s) to the DEP contract manager no later than 120 days after execution of Amendment No. 1 to Agreement No. S0714 for research projects already under contract in the original Agreement. Projects initiating after execution of Amendment No. 1 shall submit their QA plan(s) to the DEP contract manager no later than 30 days after the notice to proceed under the Grantee's contract(s). Failure to submit the QA plan(s) in this required timeframe may result in a delay of review and written acceptance by the DEP contract manager of all deliverables for tasks associated with the QA Plan(s).
- c. The DEP contract agreement number shall appear on the title page of the submitted QA plan(s). Within 30 days of receipt of the QA plan(s) by the Department, the Department shall review and either accept (or conditionally accept) the QA plan(s) or provide comments to the contractor as to why the QA plan(s) is not accepted. If further revisions are needed, the contractor shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan(s) within 15 days of receipt of any revisions.
- d. If the review of the QA plan(s) by the Department is delayed beyond sixty (60) days after the QA plan(s) is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan(s) is reviewed and accepted, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and acceptance. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
- e. Requests for payments may not begin for tasks specified in the contract work plan that require submittal of a QA Plan(s) until acceptance of the QA Plan(s) has been provided to the contractor by the DEP contract manager.
- f. Once accepted by DEP, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan(s) and any other relevant quality assurance documents applicable to these QA Requirements, including, but not limited to :
- ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the methods and procedures described in the QA plan(s); and
 - ▶ Using only the equipment described in the QA plan(s).
- g. If any significant changes in the research project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan(s) to the DEP contract manager for review. Requests for payments may not begin for tasks associated with the proposed revisions until acceptance of the QA Plan(s) revisions has been provided to the contractor by the DEP contract manager. Failure to submit the required revisions may result in a delay of review and written acceptance by the Department's contract manager of all deliverables for tasks associated with the QA Plan(s) revisions. QA plan(s) revisions or amendments shall be submitted under one of the following options :
- (i) Provided in a new contract QA plan(s);
 - (ii) Provided as amended sections of the current contract QA plan(s);
 - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the accepted contract QA plan(s) by reference or other linkage.

10. **CONSEQUENCES**

Failure to comply with any requirement of the contract, its attachments, the QA Plan(s) (if required by section 9, above) or these QA Requirements may result in:

- a. Immediate termination of the contract.
- b. Withheld payment for the affected activities.
- c. Suspension until the requirement has been met.
- d. A request to refund already disbursed payments.
- e. A request to redo work affected by the non-compliant activity.
- f. Other remedies available to the Department.



Corridor Licensing & Management, 4601 Touchton Road East, Building 300, Suite 3200, Jacksonville, FL 32246

APPLICATION FOR CONTRACTOR OCCUPANCY ON FEC RAILWAY PROPERTY RIGHT OF ENTRY (ROE)/INSPECTION FORM

CONTACT INFORMATION

Name of Applicant: Brevard County		Select One	
		<input checked="" type="checkbox"/> Licensee	<input type="checkbox"/> Contractor
Phone: 321 633 2016	Fax:	E-mail: Matt.Culver@brevardcounty.us	
Mailing Address: 2725 Judge Fran Jamieson Way, Building A, Room 219			
City: Viera	State: FL	ZIP Code: 32940	
Contact Name: Matt Culver			
Corporate Name:	State of Incorporation: Florida	Other:	

PROPOSED FACILITY LOCATION

Name of Licensee/Owner: Brevard County			
Nearest Street Crossing: Jones Ave	City: Mims	State: FL	County: Brevard
Railroad Mile Post: 149	Feet South of Mile Post: 3929		

INSTALLATION

Describe in detail the manner and method of installation on Railroad property:

See Attachment 1 of application package

Mail the application of the proposed occupancy in triplicate AND
A non-refundable **\$1,500 Right of Entry/Inspection Fee made payable to**

FDG Flagler Station II LLC to:

FDG / Parallel, Attn: Corridor Licensing & Management
4601 Touchton Road East, Building 300, Suite 3200
Jacksonville, Florida 32246

Any questions concerning this application should be submitted to

Susan@parallelinfrastructure.com

AUTHORIZATION

Signature:	Date: 3/18/16		
Printed Name: Matt Culver	Phone: 321 633 2016	Fax: 321 633 2029	
Title: Boating & Waterways Program Coordinator	Email: Matt.Culver@brevardcounty.us		