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5. DTPW does not accept facsimile or electronic bid responses of any kind. All bids must be submitted in writing, on the forms provided by the County, to the address designated in the bid package. It is the bidder's responsibility to ensure that their submittals are received at the designated location, complete and on time. Bids received after the due date will be rejected, even if the solicitation is still appearing on this site.
6. With regards to Miscellaneous Construction Contracts (MCC) 7040 Plan Request for Price Quotations:
 - a. Only bidders included on the Project's Bidders List, provided by the Internal Service Department, Procurement Management Division to the DTPW, can submit a bid.
 - b. Only timely bids received from bidders included in the Project's Bidders List will be considered.
7. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.



**Biscayne Shores Pump Station Retrofit
Nos. 109 & 110 and
MIC Stormwater Pump Station Trash Rack Repair**

Volume 2 of 2

Miami-Dade County

Supplemental Solicitation
and
Contract Documents

Disadvantaged Business Enterprise Program:

10.67% Aspirational DBE Contract Goal

Community Workforce Program:

N/A

DTPW Capital Improvements Engineer:

Elva Rosa Reyes

RPQ Issue Date:

May 23, 2024

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SPECIAL PROVISIONS

SPECIAL PROVISIONS

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1. GENERAL REQUIREMENTS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACTS (MCC) PLAN. GENERAL TERMS AND CONDITIONS AND SPECIAL CONDITIONS

- A. Division 01 (General Requirements) of the DTPW Specifications amends the MCC Plan, and other provisions of the Contract Documents. All requirements of the MCC Plan, Resolution and amendments', or portions thereof, which are not specifically modified, deleted, or superseded by Division 01, remain in full effect. In the event a conflict between these two complementary portions of the Contract Documents occurs, Division 1 will prevail and Engineer will provide clarification and final determination. These Special Provisions also amend, complement, modify or delete items from the DTPW Construction Specifications of these Solicitation and Contract Documents.

1.02 SCOPE OF WORK

- A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.

Biscayne Shores Pump Station Retrofit No. 109 & 110:

1. The Biscayne Shores 109 and 110 Stormwater Pump Stations are located on NE 109 Street and NE 110 Street along Bayshore Drive. The retrofit project includes upgrades to both pump stations such as a new roof and floor on 110 pump house, new pumps and generators and replacement of the seawalls. Currently, both stations are tethered electrically to each other. The contractor will install all electrical components and supply FPL service to the newly independent station. The Contractor will install all other miscellaneous items as proposed in the contract plans.
2. During the entire duration of construction, the contractor must provide and maintain the pumps necessary to continue the existing emergency pumping capabilities for the drainage system servicing the neighborhood.

MIC (Miami Intermodal Center), Stormwater Pump Station Trash Rack Repair:

1. The MIC Stormwater Pump Station project is located at NW 25th Street and NW 39th Avenue within the roadway median area, in Miami-Dade County. This neighborhood includes mostly commercial and office developments.
2. The proposed improvements will include the retrofit of the existing trash rack at the MIC Stormwater Pump Station, the preparation of the wet well structure as indicated in plans, furnishing and installing the trash rack, aluminum hatch, MOT, mobilization and other miscellaneous items necessary for the complete and satisfactory installation.
3. During the entire duration of construction, the contractor must provide and maintain the pumps necessary to continue the existing emergency pumping capabilities for the drainage system servicing the neighborhood.

- B. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination.
- C. Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.

1.03 LOCATION OF WORK

- A. This is a work order driven contract. The locations of work to be performed under the terms of this Contract have been tentatively listed as follows:
 - 1. South Bayshore Dr. between NE 109 Street and NE 110 Street.
 - 2. At NW 25th Street and NW 39th Ave., Miami Intermodal Center (MIC).
- B. The County may update the sites above subsequent to the Award of this Contract by adding, deleting, or substituting with comparable sites. Work orders will identify the location, description and amount of work to be accomplished. The combined total cost for all work authorized by the Work Order(s) shall not exceed the Contract Award amount.

1.04 PLANS

- A. Engineering Drawings titled "Biscayne Shores Pump Station Retrofit No. 109 and 110, Project #20180139, and Repair of Stormwater Pump Station NW 25 ST and NW 39 AVE, Project #20200316", Miami Dade County, Department of Transportation and Public Works, Highway Division, are included with these Contract Documents. Additional standard details are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.
- B. The County through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans." In case of disagreement between the Plans and Specifications, the Engineer shall make a final determination as to which shall govern.

1.05 TIME FOR COMPLETION

- A. This is a Work order driven Contract. The total Contract duration is 410 days. Perform each work order fully, entirely, and in accordance with the Contract Documents within the Contract Time specified in each Work Order. Time commences to run once the first Work Order is issued. Each work order is subject to the requirements of Subarticle 1.06, F, 4, Additional Requirements for work order contracts and Subarticle 1.06 J, Liquidated Damages of the General Requirements (Division 1). And as expanded under Article 1.12, Liquidated Damages, of the Supplementary Conditions.
- B. The effective date of the "Notice to Proceed" will be established during the Preconstruction Conference which is held shortly after the Award of Contract and which is attended by members of

Department of Transportation and Public Works, the Contractor, representatives of utility companies, and others affected by the Work. The effective date shall be set as a date no later than 30 calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

2. GENERAL CONSTRUCTION

2.01 FIELD OFFICE

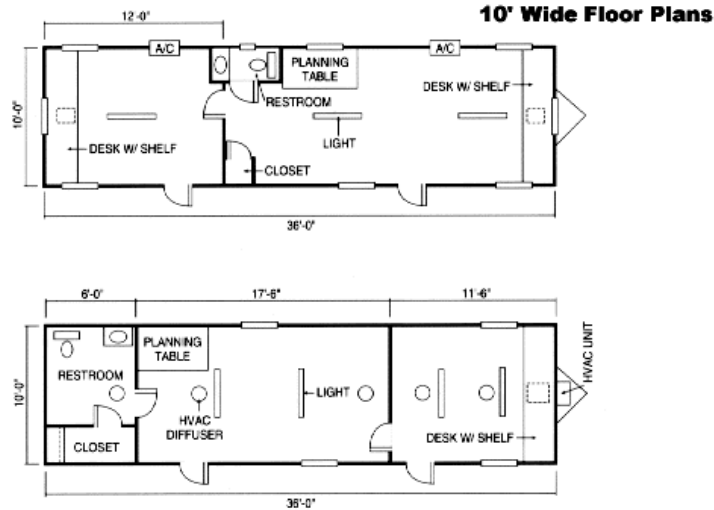
A. Description:

1. This section specifies the furnishing, installing, and maintaining of a field office for the exclusive use of the Engineer and Miami-Dade County (MDC) in the administration of the Contract. The aforementioned office shall be separated from, but in close proximity to the Contractor's office. The Contractor shall not use this office or its equipment, in particular the telephone.
2. In the event a mobile office unit cannot be used, the Engineer may direct the Contractor to forgo the aforementioned mobile office unit and instead provide a Field Office located in available commercial space within close proximity to the project site. It shall be the responsibility of the Contractor to identify said availability and to secure the required office space upon the Engineer's written approval. All of the requirements and conditions, set forth herein regarding the Field Office Article, shall remain unless otherwise specifically provided in writing from the Engineer.
3. Contractor will provide a proposed field office layout and location to the Engineer for his review within 5 days of the issuance of the "Notice to Proceed." The location of the field office shall be as directed by the Engineer. The Field Office shall be located within one (1) mile from the project site.
4. Utilities, potable water and telephone connection, use and service charges shall be paid by the Contractor during the term of the contract. Long distance calls, made by MDC personnel, will be the responsibility of MDC. (Telephone calls to Monroe, Broward and Palm Beach Counties will not be considered as long distance).
5. No work shall commence until the Field Office is completely set up. Including electricity, functioning telephone/internet and air conditioning along with the appropriate Certificate of Occupancy. No exception will be made unless specifically authorized by the Engineer.

B. Products

1. Field Office

- a. Furnish and install one (1) new, factory manufactured, mobile field office unit not less than 10'X36'. Floor space shall be divided and shall include no less than one restroom and one private office. The private office shall be approximately 120 square feet. The Mobile Unit layout shall be consistent with either of the diagrams below. The private office will be located at an end of the mobile unit.
- b. Layout:



- c. The following items, materials and services shall be included and/or provided:
- 1) The Field Office shall be weather tight and have a structurally sound foundation and superstructure;
 - 2) Exterior walls, floors, and ceilings shall be insulated;
 - 3) Interior walls and ceilings shall be refinished plywood paneling;
 - 4) Interior Floors shall have resilient flooring;
 - 5) Restroom furnishings shall include: Water closet, lavatory with hot and cold water supply, mirror, soap holder, toilet tissue dispenser, and paper towel dispenser;
 - 6) The interior lighting shall not be less than 100 foot candles at desk height except in the restroom. The restroom lighting shall be adequate. Exterior lighting shall be located over each entrance door;
 - 7) Electrical receptacles shall be of the duplex receptacle type, not more than 10 feet from center-to-center, on all interior walls except in the restroom;
 - 8) An electrical water cooler shall be provided with hot and cold taps, bottled water, and a supply of drinking cups and cup disposal as needed by the Engineer and Staff;
 - 9) An electrical refrigerator, with a capacity of no less than 1.7 c.f. and of energy efficient design shall be provided;
 - 10) The Field Office shall include a Hot Water Heater with no less than a 20 gallon capacity;
 - 11) The Field Office shall have a heating and air-conditioning, thermostatically controlled, system capable of maintaining office spaces at an ambient temperature between 68 and 78 degrees Fahrenheit;
 - 12) The exterior doors to the private office and any interconnecting doors between offices shall be fitted with door locks and keyed alike. Three sets of keys shall be provided to the Engineer. Any door between the central space and the restroom shall have privacy locks;
 - 13) The Field Office shall have one telephone with an answering machine. Additionally, provide a dedicated phone line for a fax machine; and one jack for Internet broadband access;

- 14) The private office within the Field Office shall be equipped with Broadband Internet service, no less than 1 GB of speed, including e-mail capabilities for the duration of the Contract;
- 15) Contractor will provide a laptop computer having the following minimum configuration or better:
 - a) Processor - Intel® Core i5-5200U CPU (or equivalent)
 - b) Graphics Processor - Intel HD Graphics 5500 GPU
 - c) Display - 15.4 inch 16:9 format, 1920 x 1080 Pixels, IPS, matte finish
 - d) Storage - 250 GB SSD
 - e) Memory - 8.0 GB RAM
 - f) USB 3.0 Ports (Minimum of 2)
 - g) LAN - Gigabit Ethernet Port
 - h) WLAN - Dual Band Wireless-AC (802.11 a/b/g/n/ac)
 - i) Backlit QWERTY Keyboard
 - j) Operating System - Windows 7 Professional Series (or newer)
 - k) Replaceable Battery (Not Built-in)
 - l) Kensington Lock/Security Locking Cable (Combination Lock)
 - m) Three years Manufacturer's Warranty (parts/labor/on site)
 - n) Carrying case
- 16) Contractor will deliver laptop computer specified above to the County Project Manager no later than 5 days from their receipt of the Notice to Proceed. The Project Manager will submit the laptop to the information Technology Department (ITD) for certification that it meets the minimum specifications set forth herein. The Project Manager will provide a written confirmation to the Contractor upon certification by ITD;
- 17) Contractor will provide one fax machine, of the plain paper type. The Contractor shall supply an adequate supply of ink/toner for the fax machine, as needed by the Engineer;
- 18) Contractor will provide one color printer and scanner to be operational in conjunction with the aforementioned computer. The Contractor to provide adequate supply of ink for the referenced printer, as needed by the Engineer;
- 19) Contractor will provide six Reams (500 count) of standard plain white letter paper to be used with the color printer and the fax machine;
- 20) Contractor will provide all cables, power cords, surge protector and software required to properly connect and operate the computer, printer, scanner and fax machine;
- 21) The fax machine and color printer and scanner may be combined into one unit, as long as it is operational in conjunction with the referenced computer;
- 22) The laptop computer, fax machine, color printer, scanner and all accessories shall remain the property of Miami-Dade County upon completion of the contract. Said equipment shall be delivered to the Department as instructed by the Engineer.
- 23) The Field Office shall have an operational burglar alarm system, maintained and monitored by a qualified monitoring service for the duration of the contract or until such time the Engineer approves its termination. In the event the monitoring service receives an alert from the alarm, the Engineer shall be notified immediately;

- 24) The Field Office shall be equipped and secured with hurricane tie-downs, complying with current Miami-Dade County Ordinances;
- 25) The Field Office shall have ADA compatible steps, landings, and a handicap ramp with handrails. The steps, landings, decks and ramps shall all be constructed utilizing pressure treated lumber and hot dipped galvanized nails and bolts. A sketch design and layout of the aforementioned items shall be provided along with the proposed location and layout described in subarticle B above and will be subject to the approval of the Engineer;
- 26) Furnishings for the Field Office shall be supplied by the Contractor and shall include the following:
 - a) Two desks, having a surface area of 3x5 feet.
 - b) Two desk chair
 - c) One lockable wooden or metal locker of a size suitable for storing field testing and surveying equipment.

C. Execution

1. Access and Parking

- a. Field Office shall be located as to provide clear access from public streets including parking spaces for not less than five vehicles immediately adjacent to the field office. Signs shall be posted indicating that these spaces are reserved for the Engineer and/or Miami-Dade County personnel only. The parking area will be graded for drainage and surfaced with gravel, asphalt paving, or concrete paving.

2. Restroom Sewer Connection

- a. Restroom in the Field Office shall be connected to two 700 gallon chemical holding tanks. The holding tanks shall be serviced as often as necessary to prevent accumulation of wastes and unsanitary conditions, but no less than two times per week.

3. Maintenance

- a. Contractor must clean and service the Field Office and parking area three times per week during normal working hours. Cleaning and servicing includes complete janitorial services, soap, paper towels, and toilet tissue. Contractor will made all repairs in a timely manner at no additional compensation.

D. Measurement and Payment

1. Measurement

- E. The work under this Section will not be measured separately for payment. No separate payment will be made for the Engineer's Field Office, and it is to be included by the Contractor in prices bid for the various items of the work.

2.02 MOBILIZATION (ARTICLE 101)

- A. DTPW Construction Specification, Page 1, Article 101-B.2.b - "Payment will be made under...."; is deleted in its entirety and replaced with the following:

1. No item for "Mobilization" has been provided in the Bid Form of the Proposal; however, the Contractor will be entitled to collect a Mobilization fee of \$500 per Work Order. This amount will be paid from a dedicated allowance established by the County.

2.03 MAINTENANCE OF TRAFFIC (ARTICLE 102)

- A. Delete DTPW Construction Specification, Page 8, Article 102-K.1 and replace it with the following:

1. Method of Measurement.

- a. Work under MOT will be compensated at, but not to exceed, 2 percent of each invoice from an appropriate dedicated allowance. The total compensation under this item shall not exceed 2 percent of the Contract Subtotal Amount. Payment shall be full compensation for all work and costs specified under this Section including furnishing, installing, operating, maintaining and removing all required traffic control devices, signs, warning devices, barriers and other MOT devices or requirements not specifically covered for payment under the MOT items listed below. Such price and payment shall constitute full compensation for furnishing (including hardware, lights and posts if required), installing, relocating, maintaining, and removing of temporary traffic control devices.

2.04 TECHNICAL SPECIFICATIONS

- A. The contractor is responsible to comply with all requirements and Technical Specifications under Appendix "B" to Special Provisions of the Contract Documents, Volume 2 of 2.

2.05 STANDARD TERMS AND CONDITIONS – GRANT AGREEMENT

- A. The contractor is responsible to comply with all Terms and Conditions of the Grant Agreement under Appendix "C" to Special Provisions of the Contract Documents, Volume 2 of 2.

2.06 RESILIENT FLORIDA PROGRAM – GRANTEE QUICK REFERENCE GUIDE

- A. Comply with the requirements under Appendix "D" to Special Provisions of the Contract Documents, Volume 2 of 2.

2.07 PERMITS

- A. Expand Article 1.05C of the General Requirements as follows:

1. The Contractor is responsible for complying with all the requirements under the Permits. Refer to Appendix "E" to Special Provisions of the Contract Documents

APPENDIX "A" TO SPECIAL PROVISIONS
AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT



ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

We hereby authorize the Finance Department to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules.

Original form must be received before we can process your request for ACH deposits. Please refer to page 2 for instructions. Processing of the form is approximately 15 days from receipt of completed original form. This authority is to remain in effect until revoked in writing and received by the Finance Department. Account changes must be reported at a minimum **fifteen (15) days prior to actual change.**

Section 1 (TO BE COMPLETED BY VENDOR) - ALL FIELDS ARE REQUIRED

TRANSACTION TYPE: New Change Terminate

FEDERAL IDENTIFICATION NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--

(AS PER CURRENT W-9) (FOR INTERNAL USE ONLY)

VENDOR NAME : _____

DBA (DOING BUSINESS AS) : _____

TELEPHONE NUMBER : _____

FISCAL OFFICER NAME AND TITLE : _____

FISCAL OFFICER'S EMAIL : _____

ACH NOTIFICATION EMAIL: _____
(This is the email where payment information will be sent)

ROUTING NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--

(FOR INTERNAL USE ONLY)

VENDOR'S BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

TYPE OF ACCOUNT Checking Savings

AUTHORIZED SIGNATURE _____ DATE : _____

PRINTED NAME _____

A VOIDED CHECK OR REDACTED COPY OF A BANK STATEMENT FOR THE ACCOUNT LISTED ABOVE MUST BE PROVIDED. PLEASE REFER TO INSTRUCTIONS FOR OUR MAILING ADDRESS. SUBMISSION OF YOUR E-MAIL ADDRESS IS MANDATORY IN ORDER TO PARTICIPATE IN THIS PAYMENT OPTION.

Section 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

FINANCIAL INSTITUTION NAME: _____

ADDRESS: _____

BANK OFFICIAL NAME (PRINTED) AND TITLE : _____

TELEPHONE NUMBER : _____ EMPLOYEE ID NO. : _____

EMAIL : _____

I have verified that the account and routing number provided above is correct and corresponds to vendor noted above.

I have also verified that the person signing is an authorized signer on the account specified.

SIGNATURE _____ DATE : _____

Section 3 (TO BE COMPLETED BY MIAMI-DADE FINANCE DEPARTMENT)

Accounts Payable Verifications	Cash Management	Input/Output
Corp. Officer Name : _____ Verified by: _____ A/P Staff: _____	Routing # verified by : _____ Date: _____	ACH Indicator updated by : _____ Date of Update : _____
Corp. Officer Title : _____ Bank Officer: _____ Date: _____ A/P Supervisor: _____ Date: _____	Verified by : _____ Verification Date: _____	Verified by : _____ Verification Date: _____



ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

INSTRUCTIONS

Please contact us at (305) 375-5111 or email at FIN-ACHN@miamidade.gov if you have any questions or need assistance with this form.

You may obtain blank copies of this form at : http://www.miamidade.gov/finance/library/ach_form.pdf

At our Vendor Payment Inquiry (VPI) website you can obtain payment information as well as status of invoices, payment due date and other important information. You can reach the VPI site at :

<https://w85exp.miamidade.gov/VInvoice/login.do>

Section 1

Transaction Type

New : If vendor is currently not on ACH deposits with Miami-Dade County.

Change : If vendor is currently on ACH deposits with Miami-Dade County and would like to make changes to their information (example : change of financial institution, account number, etc.)

Terminate : If vendor is currently on ACH deposits with Miami-Dade County and would like to switch to either Check or AP Control disbursement type)

Federal Identification Number : Enter your Federal Employer Identification Number (FEIN) or Social Security Number (SSN) used to register you as a vendor with Miami-Dade County. Name and FEIN/SS must be exactly as provided on IRS Form W-9.

Vendor Name : Enter the name of your business or individual name used to register you as a vendor with Miami-Dade County.

DBA (Doing Business As) : If you have registered a DBA for your business or for you as an individual, please enter it here.

Fiscal Officer Name, Title and E-Mail : Name of Authorized Corporate officer, Title and E-Mail address to be contacted to. Corporate officer signing this form must be an authorized signatory in the corporate bank account listed on this form.

ACH Notification E-Mail : This is the E-Mail address where payment information will be sent to.

Section 2

This section must be completed in full and legible manner by your banking institution in order to prevent delays in processing change to ACH.

Both acknowledgment statements must be checked off by Bank Official signing and dating the form.

Section 3

This section will be completed by Miami-Dade County Finance Department.

ORIGINAL FORM AND VOIDED CHECK OR REDACTED STATEMENT MUST BE MAILED TO :

Accounts Payable Manager

Miami-Dade County Finance Department

111 NW First Street, Suite 2620

Miami, Florida 33128

Terms and Conditions

Completed form should not contain any changes (scratched off /white out) or altered information; otherwise, form will not be accepted.

Processing time is approximately fifteen (15) days from receipt of complete form and voided check or redacted Bank statement.

Providing account information does not authorize Miami-Dade County to access bank account activity.

ACH deposits can be made into **only** one (1) bank account. Payments can not be split between multiple accounts.

Notification E-mail providing payment information can be sent to one (1) single E-mail address **only**.

Proper verification will be conducted by Miami-Dade County Finance Department Staff, via a telephone call to confirm the information being provided is accurate.

This authorization shall remain in effect until terminated in writing with sufficient notice to Miami-Dade County Finance Department.

Miami-Dade County will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this ACH Authorization Agreement Form.

APPENDIX "B" TO SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

SECTION 13630

REMOTE TERMINAL UNITS

SECTION 13630 – REMOTE TERMINAL UNITS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. General: Work under this Section is subject to the requirements of the Contract Documents.
- B. This specification covers the technical requirements for the fabrication, installation, engineering, wiring, adjustment, testing, start-up, commissioning, and training for the remote terminal unit (RTU) required for:
 - Miami – Dade County Public Works Telemetry System
Miami, Florida
- C. The RTU shall be provided complete, including all hardware, system cabling, network cabling, and installation which may be necessary for a complete and working system.
- D. The programming of the RTUs shall be covered under this contract.

1.2 RELATED WORK

- A. Division 13: General Instrumentation and Control
- B. Division 13: Instrument Panel and Enclosure Construction.
- C. Division 16: Grounding
- D. Division 16: Wires and Cables

1.3 QUALITY ASSURANCE

- A. Electrical Component Standards: Components and installation shall comply with the latest edition of NFPA 70, National Electrical Code (NEC).
- B. All work and materials of the remote terminal unit (RTU) systems shall be furnished by Emerson Process Management.
- C. Drawings and specifications shown are intended to convey information required for a complete control system for the purposes specified. The

System Integrator shall be responsible for all details (such as load resistors, surge protectors, signal isolators, interposing relays, etc.), which may be necessary to properly install, adjust, and place in operation a complete and working system.

- D. The System Integrator and the Contractor shall be responsible for all coordination between the RTU systems and the field mounted process equipment and instrumentation.
- E. Installation shall be in strict compliance with the equipment manufacturer's instructions. The System Integrator shall assume full responsibility for additional costs which may result from unauthorized deviation from these specifications and from the equipment manufacturer's instructions.

1.4 SUBMITTALS

- A. Submittals shall comply with the Contract Documents. Shop drawings shall be submitted complete, in a single submittal. Partial submittals will be returned unchecked. Exceptions can only be made with prior approval from the Engineer.
- B. Submit shop drawings in the following sequence:
 - 1. Submit for approval: system hardware configuration block diagrams, equipment cut-sheets, and instruction bulletin for each type used.
- C. After system hardware configuration is reviewed, submit the following:
 - 1. Panel/enclosure shop drawings, which shall include front elevation, internal panel elevation, conduit hole penetrations, and panel bill of material. Each item of panel mounted equipment shall be shown.
 - 2. Panel wiring diagrams, which shall show input/output wiring and terminations, and panel power wiring and terminations.
 - 3. Detailed calculations, including power supply sizing calculation.
 - 4. Other descriptive information that will assist the Engineer with approval of the shop drawings.

5. Submit the RTU system and the operator interface system technical manuals and instruction bulletins, which shall include but not be limited to the following items:
 - a. Complete system overview
 - b. Programming instructions
 - c. Installation and start-up instructions
 - d. Trouble shooting instructions
 - e. Specifications of the various I/O devices
 - f. Specifications of the various programming devices

1.5 EQUIPMENT IDENTIFICATION AND TAG NUMBERS

All apparatus, control equipment and instruments, both panel and field mounted, shall be identified by engraved laminated labels. Description on the labels and methods of attachment shall be as approved by the Owner / Engineer during shop drawing approval. Labels shall be in accordance with Division 16 – Electrical Identification.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. RTU System: Emerson Bristol®,
 1. ControlWave-Micro or FB3000 for sites with utility supplied power.
 2. ControlWave-Micro or FB3000 for solar-powered sites
- B. All RTU panels to be manufactured and supplied by Emerson Bristol®.

2.2 GENERAL

- A. See Division 13 General Instrumentation and Controls for the Process Control Description.
- B. All input and output modules, racks, power supplies, etc. shall be by one RTU manufacturer.
- C. Racks or housings shall accept any mixture of inputs, outputs, communication cards, etc. as required. Dedicated racks for any I/O type are not acceptable.
- D. All input and output circuits shall be optically isolated from the RTU.

- E. Provide removable terminal strips to allow replacement of modules without disturbing panel wiring. Use wiring harnesses where available for connecting the I/O modules to the interposing relays.
- F. LED indicators shall show status of each I/O to aid in troubleshooting.
- G. Provide power supplies as required to operate and protect all I/O modules, communication cards, processors, remote I/O adapters, etc. as required.
- H. The equipment manufacturer shall provide remote-access and phone support to the Owner for a period of 1 year from the date of system delivery.

2.3 OVERVIEW

- A. The controller shall be an industrial-grade, microprocessor-based unit capable of accepting inputs from discrete (single point), analog, and high speed pulse data sources.
- B. The controller shall execute user-entered logic instructions from memory and perform output functions as required by the logic instructions to discrete, analog, parallel, and serial data outputs.
- C. The central processor unit (CPU) shall not require the use of external storage devices (i.e., disk drives) to execute user programs.
- D. The controller shall be fully modular in design and have a pin-and-socket connector for easy field upgrades or card placement.

2.4 CENTRAL PROCESSOR UNIT (CPU)

- A. The central processing unit shall be a single printed circuit board assembly utilizing surface mount technology.
- B. The CPU shall plug directly into the I/O base and have integral wiring to the base, power supply, and the local I/O system.
- C. The unit will have indicators on the front bezel that monitor the controller operation, the battery (if required), the status and the CPU's mode of operation.
- D. Shall include integral communication ports: Two(2) Ethernet, two(2) RS232, and two(2) RS485 ports.

2.5 MEMORY

- A. The standard user program storage medium shall consist of flash EPROMs. The flash EPROM shall store the RTU program plus all program documentation including symbols and ladder rung comments. All symbols and ladder rung comments must remain resident in the RTU memory.
- B. The CPU and associated memory shall be incorporated into the same printed circuit board assembly.
- C. Under normal operating conditions, the RAM or storage medium shall retain setpoint values for no less than six months in the event of power failure. Under normal operating conditions, the FLASH or storage medium shall retain a program for 5 years in the event of power failure.
- D. Main program memory size of 4 Mbytes minimum, with word lengths of 32 bits. Unit shall include an additional memory for data storage. The RTU must be able to store the program, plus all symbols and comments for the program.

2.6 COMMUNICATIONS

- A. Protocols: RTU shall natively communicate through ModBus, DF1, BSAP, HART, and/or **DNP3** SCADA Telemetry protocols. BSAP and/or DNP3 shall also provide complete access to RTU configuration and diagnostics.
- B. Sampling: RTU shall provide polled, report-on-exception (alarms/events), and report-by-exception (RBE) data-acquisition of SCADA signals.
- C. Media: RTU shall have built-in connections to Ethernet (RJ45), RS232 (D9), and RS485 (D9). RTU shall provide additional ports if needed by application or instrumentation.

2.7 PROGRAM EXECUTION

- A. Memory scan time shall be less than 0.1 milliseconds per 1000 Boolean instructions. The entire ladder logic program shall be completed once each scan. Each scan cycle shall allocate time to update all I/O, execute the program, communicate with special function I/O modules and execute specific task request.
- B. The processor shall be equipped with no less than 16,384 internal relay equivalents and shall be capable of employing Master Control Relays to perform program control functions.

- C. The processor shall contain no less than 65,536 variable memory registers, and each register shall be capable of storing 32-bit floating-point decimal values. Variable memory shall be have non-volatile backup.

2.8 TIMERS AND COUNTERS

- A. The controller shall have the capability of up to 4096 counters and 4096 timers. Each counter can store 32-bit floating-point values, and each timer shall be capable of storing double-integer values (milliseconds).

2.9 INPUTS AND OUTPUTS

- A. The system shall have the capacity to accommodate no less than 96 inputs or outputs in increments of four, eight, or sixteen points within rack limitations. Modules and their rack assemblies shall contain all circuitry for interfacing inputs and outputs to the controller.

- B. The I/O assemblies will provide mounting slots for the processor, power supply and I/O modules. The following standard I/O modules shall be utilized.

1. Discrete Inputs: 24 VDC, 16 point.
2. Discrete Outputs: 24 VDC, 16 point
3. Analog Inputs: 8 channel, isolated, accept 4-20 mA DC or 1-5 VDC input signals. Each channel pair shall be configurable.
4. Analog Outputs: 4 channel, isolated, individually configurable as 4-20 mA DC or 1-5 VDC.

- C. Provide interposing relays for all discrete inputs and outputs. See Div 13 Instrument Panel and Enclosure Construction sub-part Interposing Relays. Provide pre-wired cable assemblies where available for connecting the inputs and outputs to the interposing relays

- D. Provide signal isolation for all analog inputs and outputs. See specification "Instrument Panel and Enclosure Construction" sub-part "Signal Isolation and Protection". Provide pre-wired cable assemblies where available for connecting the inputs and outputs to the isolators

2.9 RATINGS

- A. Electrical

1. Input power supplied by a power supply module
2. Input Voltage Requirements: +5 VDC

B. Environmental

1. Operating Temperature: -40°C to 75°C (-40°F to 167 °F)
2. Storage Temperature: -40°C to 85°C (-40°F to 185°F)
3. Relative Humidity: IEC68-2-3; 5-95% non-condensing
4. Vibration: 1g over 10 to 150 — 0.5g over 150 to 200 Hz
5. Noise Immunity: NEMA (ICS-304) and EN 61326-1:2013

2.10 STANDARDS AND REGULATORY AGENCY APPROVALS

A. The CPU and associated racks, power supplies and I/O modules shall have major approvals include:

1. UL Listing
2. CSA Certification

2.11 RELAY LADDER INSTRUCTIONS

A. There shall exist, instructions which will skip any number of ladder logic rungs to a specified rung. There shall also exist, an end program instruction to skip all unprogrammed lines in memory.

B. There shall exist, discrete and motor alarm timer instructions which shall use a feedback loop to confirm control action occurrence. In the event control actions to not occur in the desired time, an alarm bit shall be set.

C. The RTU and its software shall provide all five programming languages standard as referenced by the PLC IEC 61131-3 standard.

D. Ladder logic documentation shall consist of one comment block for each output coil and a synonym for each contact or output coil. The I/O documentation shall display on a case-by-case basis what type module is in each slot and the synonym for each I/O point. All documentation shall be able to be printed out for reference (variable and constant memory documentation, program title), and stored in the RTU memory.

E. Ladder Logic Labeling

1. All inputs shall be labeled with a description that indicates its function when the input is "true", "energized", or "on". For example, "Sump Level GE 12 in." instead of "Sump Low Level". All descriptions shall be expressed in a positive fashion, i.e.,

"Shearpin Limit Switch OK", instead of "Shearpin Limit Switch Not Tripped".

2. Ladder logic contacts and coils shall be labeled in a similar fashion. Modify labels accordingly for normally closed contacts. Example, a normally open contact indicating "Sump Level GE 12 in." should become "Sump Level LT 12 in" for a normally closed contact.

- F. The system logic shall be structured into logical code blocks to facilitate future code revision and troubleshooting.

2.12 POWER SUPPLY AND BATTERIES

- A. Input power shall be 10.7 to 30 VDC from power supplies as specified in Division 13, Instrument Panel and Enclosure Construction.
- B. Provide diagnostic indication (LED) and alarm for memory backup battery.
- C. Provide capability for redundant configurations utilizing second or third power supply in critical areas of plant as specified. Provide failure detection.

2.13 SOFTWARE

- A. Transfer all software licenses and service to the Engineer

PART 3 - EXECUTION

3.1 SYSTEM INSTALLATION

- A. The Contractor shall provide all materials and work necessary for a complete and functioning RTU system and shall have full coordination responsibility of the electrical, instrumentation and control, variable speed drives, mechanical, and structural work as specified in these specifications and/or shown on the drawings.
- B. The Contractor shall ensure that RTU system work is properly interfaced with equipment and other work not furnished by the system provider.
- C. The Contractor shall install, make final connections to, adjust, test, and start-up the complete RTU system utilizing the technical services of the system provider.

3.2 COMMISSIONING

- A. This activity shall consist of two sequential performance tests:
 - 1. Operational test
 - 2. Functional test
- B. The proposed format and documentation of these tests shall be submitted to the Engineer for review and comment prior to commencement of this activity.
- C. Each test shall be witnessed by representatives of the RTU system provider, the Contractor, the Engineer and the Owner.
- D. The objective of the Operational Test shall be to demonstrate that the RTU system is ready for final operation. The system shall be checked for proper installation, adjustment, and calibration on a loop-by-loop basis to verify that it is ready to function as specified.
- E. The objective of the Functional Test is to demonstrate that the RTU systems are operating properly and are in compliance with the specified performance requirement, and that the system is ready for use by the Engineer.

3.3 ACCEPTANCE

- A. Upon the successful completion of commissioning and training activities, the RTU system provider may request formal acceptance of the system.
- B. All plans, cd's, documentation, etc. to be given to the Engineer. Obtain receipt for same.
- C. Assist Engineer with transferring licensing of all software.
- D. Back-up and restore all programs and data after system is on-line. Train Engineer in procedure.

3.4 SPARE PARTS

- A. Provide the following spare parts.
 - 1. Provide 1 spare input/output cards of each type.
- B. Deliver all spare parts to the Engineer. Obtain receipt for same.

END OF SECTION 13630

SECTION 13660
RADIO TELEMETRY SYSTEM

SECTION 13660 - RADIO TELEMETRY SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This specification section covers the technical requirements for the Radio Telemetry System as described in Division 13, "General Instrumentation and Control", and as shown on the Drawings.
- B. It is the intent of these specifications that all components necessary for a complete and functioning system shall be included. This includes but is not limited to the following: programming of all radios, maintenance software, mounting brackets, grounding systems, 120 VAC power surge suppressors, lighting arresters, poles, directional antennas, 12/24 VDC power supplies, enclosures, etc.
- C. The field radio path survey shall be complete before purchasing of radio and antenna equipment for that site.

1.2 SUBMITTALS

- A. Submittals shall be as specified in the following specification sections:
- B. Division 01: General Requirements
- C. Division 13: General Instrumentation and Control
- D. Submit agenda for all coordination meetings at least one week in advance. Prepare and distribute meeting minutes within two weeks following each coordination meeting.
- E. Submit product brochures and installation guidelines on all radios, antennas, cables, grounding kits, mounting hardware, surge suppressors, diagnostic software, management software, etc.

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 70 "National Electrical Code (NEC)", latest edition, for components and installation.
- B. Listing and Labeling: Provide products specified in this section that are listed and labeled as defined in NEC article #100.
- C. Comply with all Federal Communications Commission (FCC) requirements for a licensed 5-watt data telemetry radio system.

- D. Comply with all Federal Communications Commission (FCC) requirements for an unlicensed 1-watt spread spectrum data telemetry radio system.
- E. The radio manufacturer shall be certified as an ISO 9001 approved facility. A certificate of ISO 9001 registration shall be included with the bid documents.
- F. Company performing installation work shall have a minimum of 2 years' experience in wireless communications for SCADA systems.

1.4 DEFINITIONS

- A. Bridge: A device for connecting different types of physical media networks, i.e. coaxial cable to twisted pair cable. Protocols are the same on both networks.
- B. Router: A managed Ethernet type switch that isolates traffic from one network to another. It provides network address translation (NAT) and may serve as firewall.
- C. Master / Access Point (AP): The transceiver in the network that provides synchronization information to one or more remote units.
- D. Latency: The delay expressed in milliseconds between when data is received at the input port of one radio and it appears at the output port of another radio.
- E. Slave / Remote: A transceiver in a network that communicates with an associated AP or master radio.

1.5 GUARANTEE

- A. The radio vendor shall guarantee in writing that if it is contracted to plan, design, and deploy the wireless network: The radio network shall meet or exceed all promised levels of performance and functionality including accurate, complete coverage, signal strength, and data throughput.

1.6 SERVICES PROVIDED BY OWNER

- A. Person designated as Engineer liaison. This person shall serve as the point of contact for the contractor and vendors.
- B. Copy of On-Site Radio Survey that includes the latitude and longitude in decimal format for all master, repeater and remote locations.
- C. Assistance in identifying other facilities, buildings, poles, etc. that can be used as master / repeater locations.

- D. Soils report prepared by a local testing firm.

PART 2 - PRODUCTS

2.1 FIELD RADIO SURVEY

- A. The field radio survey will be provided.

2.2 MANUFACTURERS

- A. The radio manufacturer must be certified as an ISO 9001 approved facility. A certificate of ISO 9001 registration must be included with the bid documents.
- B. Radio Equipment
 - 1. Microwave Data Systems (MDS), #9710A
 - 2. No substitutions will be allowed.
- C. Antennas
 - 1. MDS Clearwave
 - 2. Dataradio
 - 3. Maxrad
 - 4. Andrew
 - 5. PCTEL
 - 6. Or approved equal
- D. Cables
 - 1. Andrew Company, Heliex types FSJ and VXL
 - 2. Times Microwave Systems, type LMR-400, LMR-600, LMR-1200
- E. Antenna Cable Surge Arrestors
 - 1. Polyphaser
 - 2. Phoenix Contact type CoaxTRAB
 - 3. Or approved equal

2.3 LICENSED LOW SPEED DATA RADIOS

- A. General
 - 1. Integrated wireless modem hardware shall be supplied which complies with applicable Federal Communications Commission (FCC) or National Telecommunications and Information Administration (NTIA) requirements for FCC Part 15. The radio

and the modem must be packaged together and internally interfaced with each other.

2. Wireless modems shall operate within the 800 to 960 MHz frequency band.
3. On-line, non-intrusive RF network diagnostic monitoring shall be provided as a standard feature in the system architecture.
4. Wireless modem hardware of a 'packetized' design may not be used. Units shall be data transparent to allow for a minimum amount of data transmission latency, and to limit data transmission overhead thus to allowing the wireless modem to obtain the data rates specified.
5. The wireless modem hardware must be protocol transparent and independent. It must support 7 or 8 data bits, 1 or 2 stop bits, even, odd, or no parity in any combination. Communication port speeds shall be 9600 bps.
6. Units shall operate in a Master / Remote configuration.
7. Front panel mounted LED indicators shall be available for status monitoring. RUN/POWER, CS/SYN, RX/TX, AND RD/TD.
8. Separate data ports must be provided for both application data and for on-line, non-intrusive diagnostic monitoring.
9. Field configurable as 'Master' or 'Remote'.

B. Physical / Environmental

1. Shall operate on 10 to 16 VDC nominal
2. Operating temperature range: -30^o C to +60^o C.
3. Rated for Class 1 Division 2 environments
4. Humidity: Less than 95% non-condensing
5. Standard

C. Transmitters

1. RF output power of at least 5 watt (30 dBm) and must be adjustable down to 0.1 watt (20 dBm) and any level in between in 0.5 dB increments.
2. Frequency Stability: 1.5 ppm between -30 to +60 Celsius
3. RTS-CTS Delay for RTS Mode: 0 to 255 ms.
4. RF Output Impedance: 50 ohms.

D. Receivers

1. Type: Dual conversion, superheterodyne
2. Sensitivity (at antenna input port): -110 dBm with 1×10^{-6} BER
3. Conducted Spurious: Per FCC Part 15
4. Frequency Stability: 1.5 ppm from -30 to +60 Celsius.
5. RF Input Impedance: 50 ohms.

E. Diagnostics

1. The wireless modem shall be capable of passing both on-line, non-intrusive system diagnostic capability, as well as off-line diagnostic capability with loop-back testing.
2. On-line diagnostics shall originate at each remote site and will be compiled at the master station. Each remote site with each transmission of data generates diagnostics.
3. Diagnostics shall support an OPC driver and deliver data in an I/O tagged format.
4. Diagnostics reported to the central polling location shall include the following parameters:
 - a. A unique ID number.
 - b. Receive signal strength in dBm for local and remote units.
 - c. Temperature.
 - d. Power supply voltage.
 - e. Forward and reflected RF power.
 - f. A receive quality based on the last 15 data blocks received. This information must be communicated seamlessly over the air with RTU data, during the polling cycle.
5. Off-line intrusive diagnostics must also be supported that provide for the active and immediate querying of remote units, independent of the system polling cycle.
6. Off-line diagnostics must provide the following additional functionality:
 - a. Retrieving statistics of operation from any particular remote site.
 - b. Sampling of the last 10 stations heard in the network by the remote unit.
 - c. Cause the remote unit to send a 'fox' type message over the air.
7. The following off-line diagnostic parameters must be made available over the air, from a remote unit(s):
 - a. Remote transmitter B+ voltage.
 - b. Analog supply voltage.
 - c. Transmitter and receiver voltages.
 - d. Temperature.
 - e. Forward and reflected RF power.
8. Diagnostic data must be digital in nature and may not use DTMF (Dual Tone Modulated Frequency) encoding for reasons of

- security, for the off-line diagnostic capability can disrupt wireless data network operations.
9. The equipment vendor must supply off-line diagnostic software as is available from the wireless modem manufacturer.
 10. Support for on-line diagnostics must be written into and supported as an integral function of the system control/polling software.
 - a. The wireless system control software must provide alarm capability. Alarms are to be issued on the control system CRT when unusual RF network diagnostic values are received at the control point.
 - b. The wireless system control software must log diagnostic data to hard disk for later review. Diagnostic data from at least the previous fourteen days must be retained on computer hard disk.
 - c. A catalog of diagnostic data, which reflects system start-up values, must be retained for later review.
 - d. Diagnostic parameters must be examined weekly by the control software to detect any significant system operational trends.
 11. Diagnostics shall include the capability to acquire spectrum usage analysis from both the local unit and a specified or series of specified remote units. This spectrum analysis information shall be a part of the programming software. The tool shall reflect the Received Signal Strength Indication (RSSI) in dBm, the channel associated with the RSSI indication, and a dynamically placed noise floor indication based on a user selected dBm indication. Information will be available as a dynamic graphic presentation.
 12. The programming software shall have the capability to display the number of synchronization counts on a per-band/per-channel basis. This information shall be accessible from both the local unit and a specified remote unit (or remotes). All information shall be available as a dynamic graphic presentation.
 13. **Master-Station Radio shall provide Terminal-Server connections to SCADA Server. This connection will provide:**
 - a. **Redundant encapsulated serial transmissions through two Ethernet connections to the SCADA Server.**
 - b. **Radio Diagnostics using the GE-MDS PulseNET management software running in the SCADA Server.**

2.4 CABLES

- A. Cables shall be installed in strict accordance with manufacturer's recommendations and industry practices. Cables shall be supported every 10 feet maximum.

- B. Antenna cables shall be low loss foam filled type. Cable loss shall not exceed 2 dB for the length installed. Cables shall have 900 MHz attenuation not exceeding the following:
 - 1. 4.0 dB per 100 feet for distances up to 50 feet.
 - 2. 2.0 dB per 100 feet for distances between 50 and 100 feet
 - 3. 1.0 dB per 100 feet for distances greater than 100 feet.
- C. Antenna cable shall only be cut with the special cutting tool recommended by the cable manufacturer. After installation, each antenna cable shall be tested with a Time Domain Reflectometer. There shall be no reflections other than from the cable ends.
- D. At all points where a cable enters/exits a conduit and is exposed to the weather, the entry shall be shaped and positioned so as to minimize the danger of water intrusion. Any unused entry space shall be filled to further prevent any water from following the cables into the conduit.
- E. Antenna cables shall be outdoor type 50 ohm Heliax type as manufactured by Andrew Company, (types FSJ4 or VXL), Times Microwave LMR-400-DB, or equal. All connectors shall be by the same manufacturer as the cable.
- F. All connectors shall be corrosion resistant, designed for outdoor installations. Provide “O” ring seals on all connections.
- G. Provide heat shrink type covers or similar to seal all outdoor connectors against moisture and corrosion.

2.5 ANTENNAS

- A. REMOTE SITES
 - 1. Frequency Range: 902-928 MHz
 - 2. Gain: 6 dB minimum to 15 dB maximum
 - 3. Lightning Protection: Direct ground protection.
 - 4. Front-to-Back Ratio: 20 dB, minimum.
 - 5. Connector: Flexible extension TNC with neoprene housing to appropriate connector type of antenna cable. Nominal cable length of 72” for radios.
 - 6. Mounting Hardware: Heavy duty weatherproof clamp suitable for direct mount to 2 inch pipe, or as required..
 - 7. Antenna Hardware Kits: All the aforementioned items should be supplied from the equipment provider in a complete, easy to use kit that provides all the necessary items to properly connect the wireless modem to the antenna.

- B. Units shall include gold anodized aluminum radiator components, gold plated connector, solid aluminum mounting clamp, and stainless steel hardware.
- C. Antennas shall be factory tuned to the radio frequencies being used. Coordinate with radio manufacturer for tuning to the frequencies being used for this project. Verify before ordering.
- D. Provide all masts, lightning suppressors, and any other apparatus required to assemble a complete, operable, and reliable fixed wireless data system.

2.6 SOFTWARE

- A. Provide three (3) copies of radio management software. Software shall include three (3) years of product support and upgrades. Software shall be MDS NETview MS.

PART 3 - EXECUTION

3.1 GENERAL

- A. All radios, antennas, cables, etc. shall be installed in strict accordance with the manufacturer's instructions.
- B. All units shall be programmed with all necessary information for proper operation.

3.2 GROUNDING

Provide grounding for all systems as shown on the Drawings and as recommended by the radio systems vendor.

3.3 OPERATIONS

- A. Install all antennas, cables, and other equipment as required for a complete system. Place system into operation and tune for optimum operation.
- B. Document radio paths showing data throughput, dB losses, fade margins, etc.
- C. Instruct Owner in basic operations and troubleshooting of the system.

3.4 FINAL REPORT

- A. Submit final report of radio system design. This shall include the following:

1. Site listing with GPS coordinates and elevations. Include street addresses where available.
 2. Station radio numbers
 3. System block diagram showing signal routing,
 4. Antenna details: type, mounting arrangement, heights, gain, aiming, etc.
 5. Serial numbers of all radio equipment
 6. Radiated power at all sites
 7. RSSI, BER data, and other signal parameters.
- B. Take a minimum of ten (10) digital photographs of each site after all work is complete. Pictures shall show new and old equipment, general area, access, locations of the new panels and antenna supports, etc. Organize by putting each site into a folder with site name, e.g. Arch Creek Estates 1. At end of project provide two copies of all pictures on CD-ROM or DVD. These are to serve as the post-construction references.

END OF SECTION 13660

SECTION 13661

RADIO TELEMETRY SYSTEM FIELD TESTING

SECTION 13661 - RADIO TELEMETRY SYSTEM **FIELD TESTING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Field testing requirements for the Telemetry System.
- B. Items specified in this section shall conform to general requirements of Division 13, General Instrumentation and Controls.

1.2 SUBMITTALS

- A. In addition to submittal requirements of Division 13, General Instrumentation and Controls, provide completed test documentation and sign-off sheets and punch list forms.
- B. Submit documentation in accordance with Division 13, General Instrumentation and Controls.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - PREPARATION

3.1 FIELD TESTING AND DEMONSTRATIONS

- A. General
 - 1. Field testing is intended to check installation of the Telemetry System in addition to provide a diagnostic check of associated field equipment and wiring.
 - 2. Install RTU programming and provide any configuration required to establish communications with the Master-Station Radio in the SPCC Building, 111 NW 1st Street, Miami, FL.
 - 3. Testing shall begin after Remote Terminal Panel (RTU) is installed and all terminations are complete.
- B. Operational Acceptance Test
 - 1. The objective of these tests is to demonstrate that the Telemetry System is ready for operation.
 - 2. The Telemetry System shall be checked for proper installation, adjustment, and calibration on a loop-by-loop basis to verify that it is ready to function as specified.

3. Run hardware diagnostics.
4. Testing of all input and output (I/O) signals by activation or injection of signal at field device.
5. Discrete input signals:
 - a. For all equipment RUNNING signals, test by on - off operation of equipment. If operation of equipment is deemed inadvisable by Owner or System Integrator due to potential process upset, inaccessibility of generating device, hazard to personnel, or other factors, test by jumpering of motor starter auxiliary contact or other source of run signal.
 - b. For all alarm or status signals, test by activation of device generating alarm or status signal. If generation of signal is deemed inadvisable by Owner or System Integrator due to potential process upset, inaccessibility of generating device, hazard to personnel, or other factors, test by jumpering of contact at nearest accessible location to generating device.
 - c. For signals designated as spare, test by jumpering of signal at RTU panel field termination point.
 - d. Demonstrate change of state in local RTU data table.
 - e. Demonstrate change of state at “Master” site.
6. Analog input signals:
 - a. Verify impedance capabilities of transmitting device has not been exceeded by installation of the RTU.
 - b. Disconnect transmitting device and inject 4, 12, and 20 mA D.C. signals into loop.
 - c. Demonstrate proper response to various signals in RTU data table.
 - d. Demonstrate proper response to various signals at “Master” site for that area.
 - e. For signals designated as spare, test by injection of signal at RTU panel field termination point.
7. Discrete output signals:
 - a. Manipulate RTU data table or use forces to test response of all discrete output signals.
 - b. Manipulate signals at “Master” site for that area to force all discrete output signals ON and OFF.
 - c. Verify proper response of other devices in loop to signals.
 - d. For signals designated as spare, test by checking signal at RTU panel field termination point.

8. Analog output signals:
 - a. Verify impedance capabilities of analog output is not exceeded.
 - b. Generate 4, 12, and 20 mA D.C. signals through RTU data table for all analog outputs at "Master" site for that area.
 - c. Verify proper response of other devices in analog loop to various signals. Verify proper loop current through measurement.
 - d. For signals designated as spare, test by measuring of signal at RTU panel field termination point across a 250 ohm resistor or similar.

C. Documentation

1. Prepare field testing, sign-off document. Document shall include following as a minimum:
2. Project description and number.
3. Company name for System integrator, Owner, and Engineer.
4. Include separate line for each I/O point to be tested.
5. Include area for handwritten notes of any corrections required.

D. Problem field devices or wiring.

1. Provide written documentation of any problems encountered with Owner's field devices or wiring during testing.
2. Correction of such problems are not considered part of this project.

E. Alarm displays shall be tested for all analog and digital alarm points.

F. All historical data collection, trending, computation, totalization and reporting functions shall be checked and tested to confirm proper operation and accuracy of data.

G. Any defects or problems found with the Telemetry System or documentation shall be corrected by Contractor and then retested or resubmitted to demonstrate proper operation.

3.2 PROVING DEMONSTRATION

- A. Before substantial completion will be considered for any site, all site system functions, including but not limited to RTU and radio, shall be run and fully operational for a continuous 48 hours period.
- B. Contractor shall notify Engineer before each 48 hours test is conducted and shall document any failure that occurs during the test.

- C. Sites that experience any component failure shall be retested until successful completion. Contractor shall submit documentation of each test.

3.3 OPERATION DEMONSTRATION

- A. The Operation Demonstration (OD) shall be defined as all Telemetry System components supplied under this contract, in addition to all components modified or connected to this Telemetry System. The OD is intended to demonstrate the operation of the Telemetry System for each site.
- B. OD shall begin following completion of the field testing and the 48-hour Proving Demonstration.
- C. OD shall continue until a time frame has been achieved wherein the Telemetry System (both hardware and software) availability meets or exceeds 99.7 percent for 30 consecutive days and no system failures have occurred that result in starting the OD over again. During the OD, the Telemetry System shall be available to Owner's operating personnel for use in normal operation of the facilities.
- D. The conditions listed below shall constitute system failures that are considered critical to the operability and maintainability of the system. The OD shall be terminated if one or more of these conditions occur. Following correction of the problem, a new 30 consecutive day OD shall begin.
 - 1. Failure to repair a hardware or software problem within 72 consecutive hours from the time of notification of a system failure.
 - 2. Recurrent type hardware or software problems, if the same type of problem occurs three times or more.
 - 3. Software problem causing a RTU processor to halt execution.
- E. The following conditions shall constitute a system failure in determining the system availability based on the equation specified below.
 - 1. Failure of one or more input/output modules.
 - 2. Failures of any type affecting four or more input/output points simultaneously.
 - 3. Failure of a RTU power supply.
 - 4. The system availability shall be calculated based on the following equation:

$$A = \frac{MTBF}{MTBF + MTTR} \times 100 \text{ percent}$$

A = system availability in percent
MTBF= mean (average) time interval between consecutive system failures
MTTR = mean (average) time required to repair system failures

5. Time between failures shall be the period between the time that a reported system failure has been corrected and the time of subsequent notification of the Contractor that another system failure has occurred in terms of operating hours.
 6. Time to repair shall be the period between the time that the Contractor is notified of a system failure and the time that the system has been restored to proper operation in terms of operating hours.
 7. Time to repair shall be the period between the time that the Contractor is notified of a system failure and the time that the system has been restored to proper operation in terms of hours, minus an allowance for the following dead times which shall not be counted as part of the time to repair period.
 8. Actual travel time for service personnel to get to the to the plant site up to a maximum of 6 hours from the time the Contractor is notified of a system failure.
 9. Time for receipt of spare parts to the plant site once requested up to a maximum of 24 hours. No work shall be done on the system while waiting for delivery of spare parts.
 10. Completion of a 30 consecutive day period without any restarts of the OD and with a system availability more than 99.7 percent shall constitute acceptance of the Radio Telemetry System.
- F. All parts and maintenance materials required to repair the system prior to completion of the OD shall be supplied by Contractor at no additional cost to the Owner. If parts are obtained from the required plant spare parts inventory, they shall be replaced to provide a full complement of parts as specified.
- G. An instrumentation and control system Malfunction/Repair Reporting Form shall be completed by Engineer to document failures, to record Contractor notification, arrival and repair times and Contractor repair actions. Format of the form shall be developed and agreed upon prior to the start of the OD.

END OF SECTION 13661

MPI WATERMAN SS250 SLIDE GATES
SPECIFICATION

WATERMAN VALVE

STAINLESS STEEL SLIDE GATES

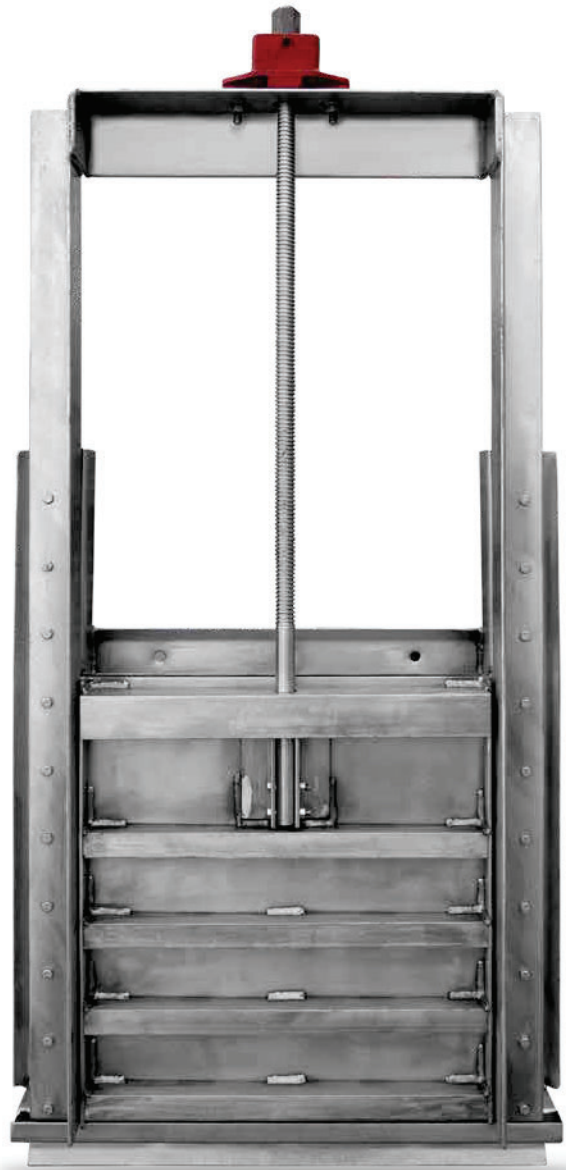
SS-250 SERIES

AWWA C561 Compliant

NSF 61/372 Compliant

Open Channel, Sluice and
Weir Configurations

Designed, Manufactured
and Tested in U.S.A.



MPI **MCWANE**
PLANT & INDUSTRIAL



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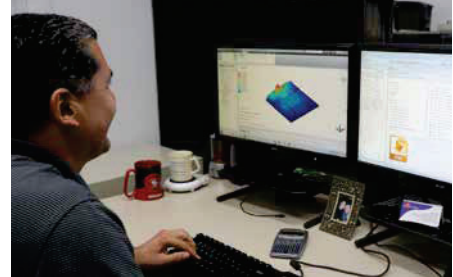
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For the latest digital copies of all Waterman specifications and drawings,
visit our website at www.WatermanUSA.com

SS-250 SERIES STAINLESS STEEL FABRICATED SLIDE GATES

Company Overview:

The experts at Waterman have custom-engineered thousands of flow control gates for projects worldwide. Waterman's team excels at developing innovative custom solutions to project needs. Our commitment to a highly-trained, customer-focused engineering department is unmatched by our competitors. Using computer modeling technology and finite element analysis, Waterman has systematically improved the design and construction of fabricated gates.



Product Overview:

Best-in-class fabricated water control gates provide reliable performance for water, wastewater and hydropower applications. They are noted for their excellent sealing / leak resistance and for their long service life. Each gate is custom-designed to your project's requirements including seating and unseating heads incorporating safety factors per AWWA standards. SS-250 series gates conform to NSF 61/NSF 372.

Key Advantages and Performance:

- **Built for longevity and corrosion resistance** high strength 304L stainless steel and low-friction UHMW PE sliding and sealing surfaces lengthen the life of the gate. Optional 316L or 2205 stainless steel for use in unusually corrosive environments.
- **Guardian® seal system** (US Patent #8,820,711) dramatically increases seal life in both top and flush-bottom seals. Reduces leakage at critical corner joints. Offers superior performance to competitors' UHMW J-seal designs. No metal-to-metal contact prevents gate "sticking" and allows reliable open/close even after years of no operation.
- **Best in class leakage performance Guardian®** UHMW PE continually self-adjusting seal system offers leakage rates up superior to the AWWA C561/C562 specification. Waterman will guarantee leakage of no more than 0.05 gpm/ft of seal perimeter in seating head and unseating head conditions including high head service. The sealing system has been tested for 100,000 cycles (4x leading competitor) and continued to outperform the AWWA leakage specification with only negligible wear.

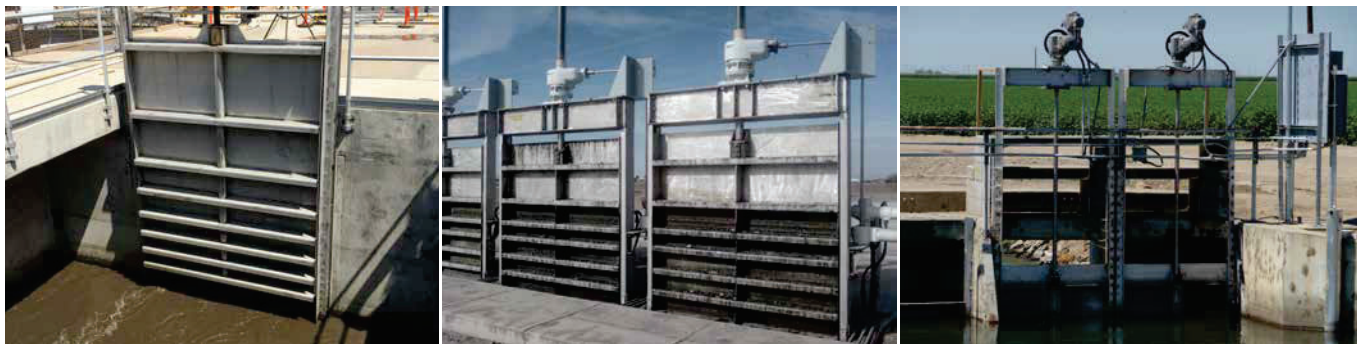


Options:

- Models for normal aperture configuration, channel (embedded or surface mounted) as well as weirs (downward opening, often applied for decant and level control)
- SS-250 can be ordered as self-contained gates or with extension stems and separate operators.
- Gate frames can be embedded in channel walls, mounted to a wall with anchor bolts, mounted to a pipe flange or wall thimble. (Waterman offers a complete line of wall thimbles including “F”, “E”, “spigot style” as well as custom configurations.)
- “Q” seal bottom seal for high debris environments.
- Manual, electric or hydraulic actuation.
- Also available: A-250 Series Aluminum Slide Gates

SS-250 STAINLESS STEEL SLIDE GATE CONFIGURATIONS

TYPE OF GATE (OPENING)	APERTURE		END OF CHANNEL			IN CHANNEL	
	STANDARD	DOWNWARD OPENING	UPWARD OPENING	DOWNWARD OPENING (WEIR)	NON RESTRICTED FLOW	EMBEDDED GUIDE	WALL MTD. GUIDE
RISING STEM	251	252	253	254	255	256	257
MACHINED FLANGE	251-F	252-F					
CIRCULAR FLANGE	251-CF	252-CF					
FULLY CONTAINED SLIDE IN GUIDE RAIL	251-L	252-L	253-L	254-L	255-L	256-L	257-L
SELF-CONTAINED GATE	251-Y	252-Y	253-Y	254-Y	255-Y	256-Y	257-Y
NRS COVER	251-N	252-N	253-N	254-N	255-N	256-N	257-N
SPECIAL OR MODIFIED APPLICATION	251-X	252-X	253-X	254-X	255-X	256-X	257-X



FABRICATED STAINLESS STEEL GATES ADDITIONAL INFORMATION

NSF 61 / NSF 372:

The SS-250 series water control gates (6" – 120") conform to the requirements of NSF/ANSI 61 Drinking Water System Components – Health Effects and NSF/ANSI 372. They conform with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

Range of Sizes:

Waterman offers in-stock gates in standard dimensions for quick delivery and lowest total cost. In addition, we can custom design and manufacture gates in a nearly unlimited range of sizes and configurations.

Non-Rising Stem:

Fabricated gates can be ordered with a non-rising stem for areas with restricted space above the gate operator. The disadvantage of a non-rising stem is the threaded operating nut and stem are always exposed in the gate well. Lubrication of the threads becomes difficult to maintain and can lead to premature wear.

Optional Wall Thimbles:

Waterman can supply wall thimbles for mounting of fabricated gates. A thimble can be requested to ship prior to the gate so that it can be included in concrete forms before the structure is poured. Use of a thimble dramatically reduces the time for installation by eliminating labor of placing and aligning anchor bolts and the potential for misplaced or misaligned anchors. With a properly-installed thimble, the gate can be installed quickly when it arrives on site. See page 19 for a complete range of configurations.

Tandem Lifts / Interconnected Actuators:

For large gates, tandem actuators can be specified. This configuration is often used for gates over 72" width.

Actuator Loads for Structures:

For standard gates that are not self-contained, opening and closing thrusts from the actuator are resisted by the structure. Consult with Waterman's engineering department for appropriate design parameters.

Actuators:

Waterman gates can be supplied with manual, electric or hydraulic actuators.

Manual actuators are typically geared "crank type" lifts, although handwheel-type actuators can be applied on small-sized gates with low operating loads. In situations where it will take substantial manual effort / time to open a gate, Waterman can supply electric or gasoline-powered portable operators. Consult with Waterman's engineering department for specifications.

Electric actuators provide convenience for frequent opening, faster opening speeds and readily lend themselves to automation.

Hydraulic cylinders are frequently used in repetitive cycling applications and where automatic gate opening / closing in the event of a power failure is desired.

AWWA Fabricated Slide Gate Part Numbering Guide

PART NUMBER BUILDER

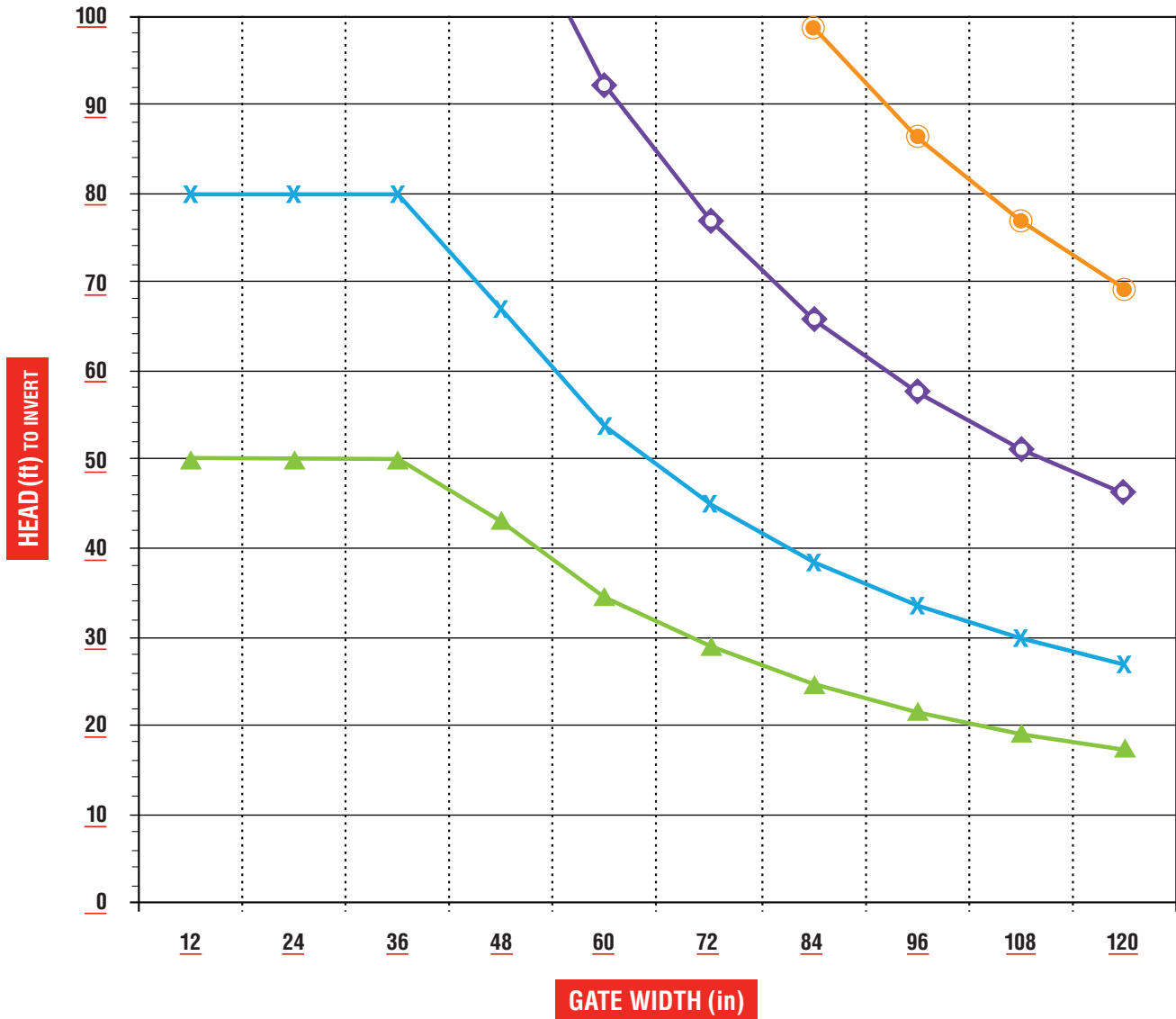
SS-25 1- 1- Y- 36 x 42 10

Material	Opening Configuration Type	Series	Options	Dimensions W x H	Head Rating
A-25 = Aluminum SS-25 = Stainless Steel	1 = Standard 2 = Downward Opening 3 = Upward Opening 4 = Weir 5 = End of Channel Non Restricted Flow 6 = Embedded Guide 7 = Wall Mount	Indicate 1, 1.5, 2, or 3	Indicate F = Flanged CF = Circular Flange Modified ANSI 125# drilling LF = Fully Contained Slide Y = Self Contained Gate N = Non-Rising Stem Cover X = Special or Modified Option Q = Flush Bottom Seal T = Mounted to Wall Thimble	(separate with X), if metric, indicate MM after each number for millimeters	indicate head rating in 5' increment

SS-251-1-Y-36 x 42-10

Indicates a stainless slide gate, standard series, self-contained, with 36" W x 42" H, rated for 10 feet of head.

STAINLESS STEEL GATE SERIES HEAD RATINGS FOR CUSTOM SIZES



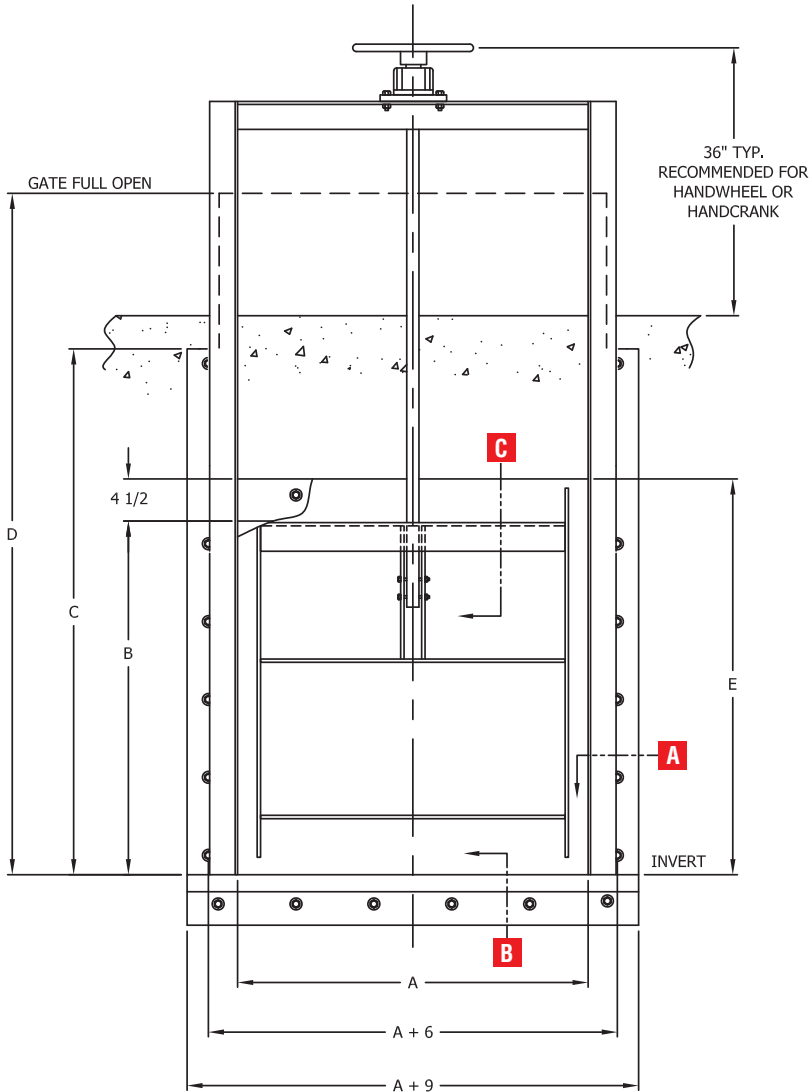
▲ SS-250-1 | X SS-250-1.5 | ◆ SS-250-2 | ● SS-250-3

Drawings shown in this booklet are for 250-1 models only. Request drawings and specs for other models.

NOTES:

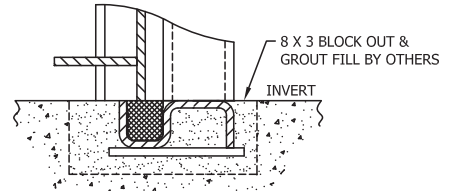
- 1) Formula to determine seat pressure:
Gate width (in) * Head (ft) * .2166

SS-251-1 SLIDE GATE

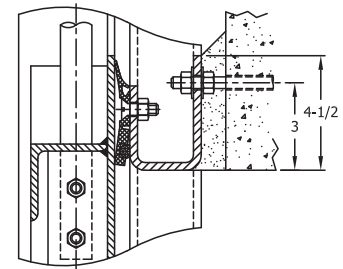


A	Gate Opening Width
B	Gate Opening Height
C	Guide Rail Height = $B + 1/2$ of Slide
D	Gate Full Open = $2B + 4-1/2$
E	Slide Height = $B + 4-1/2$

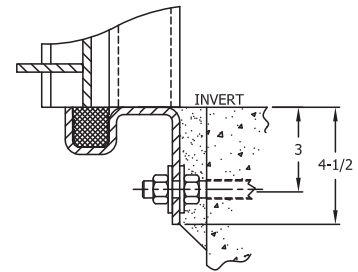
ALTERNATE "Q" BOTTOM



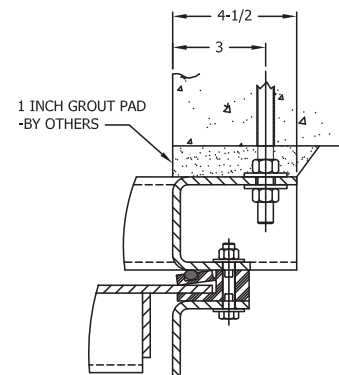
SECTION C



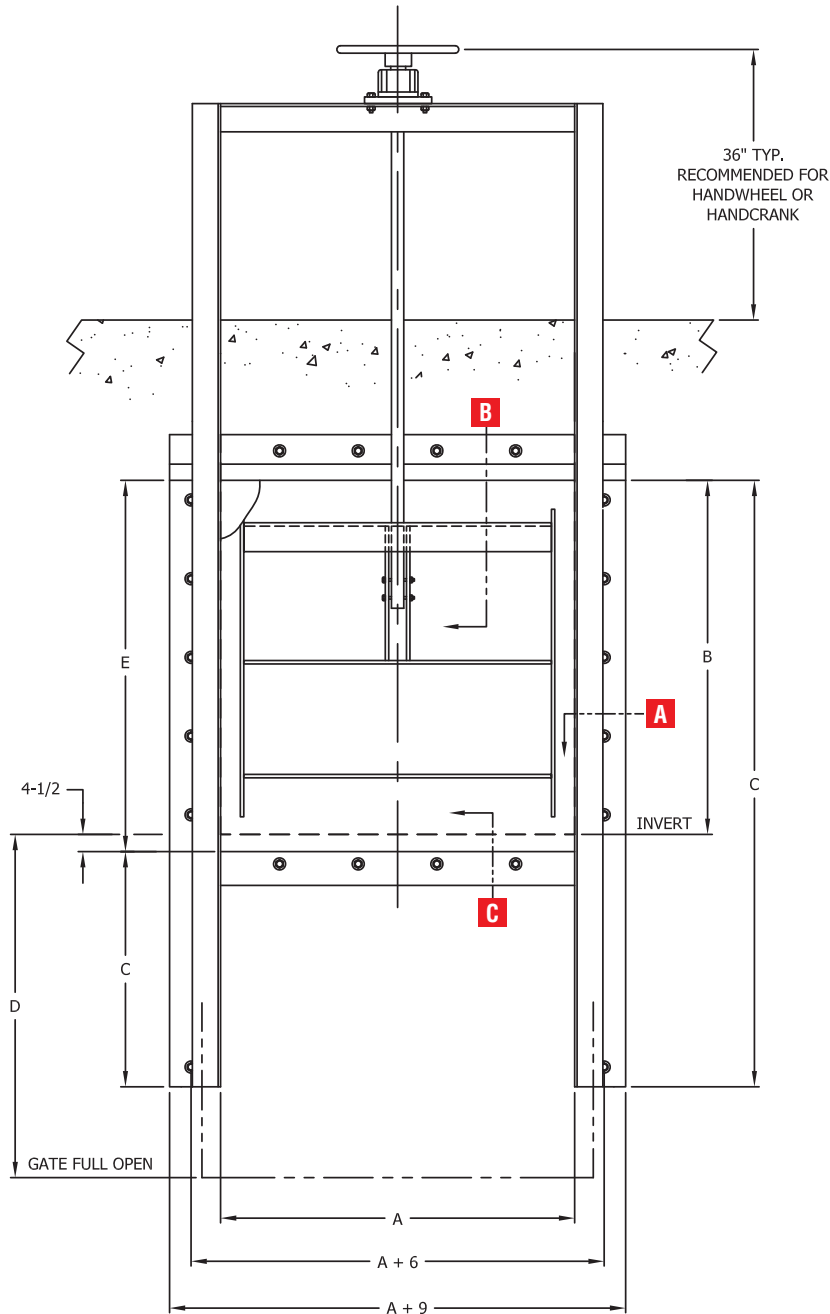
SECTION B



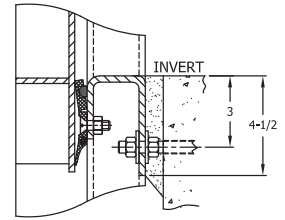
SECTION A



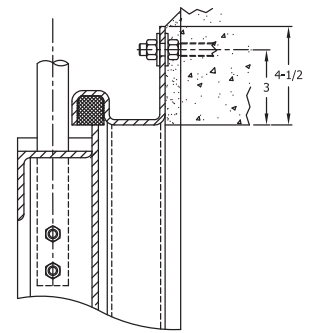
SS-252-1 SLIDE GATE



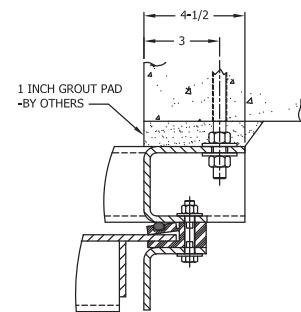
SECTION C



SECTION B

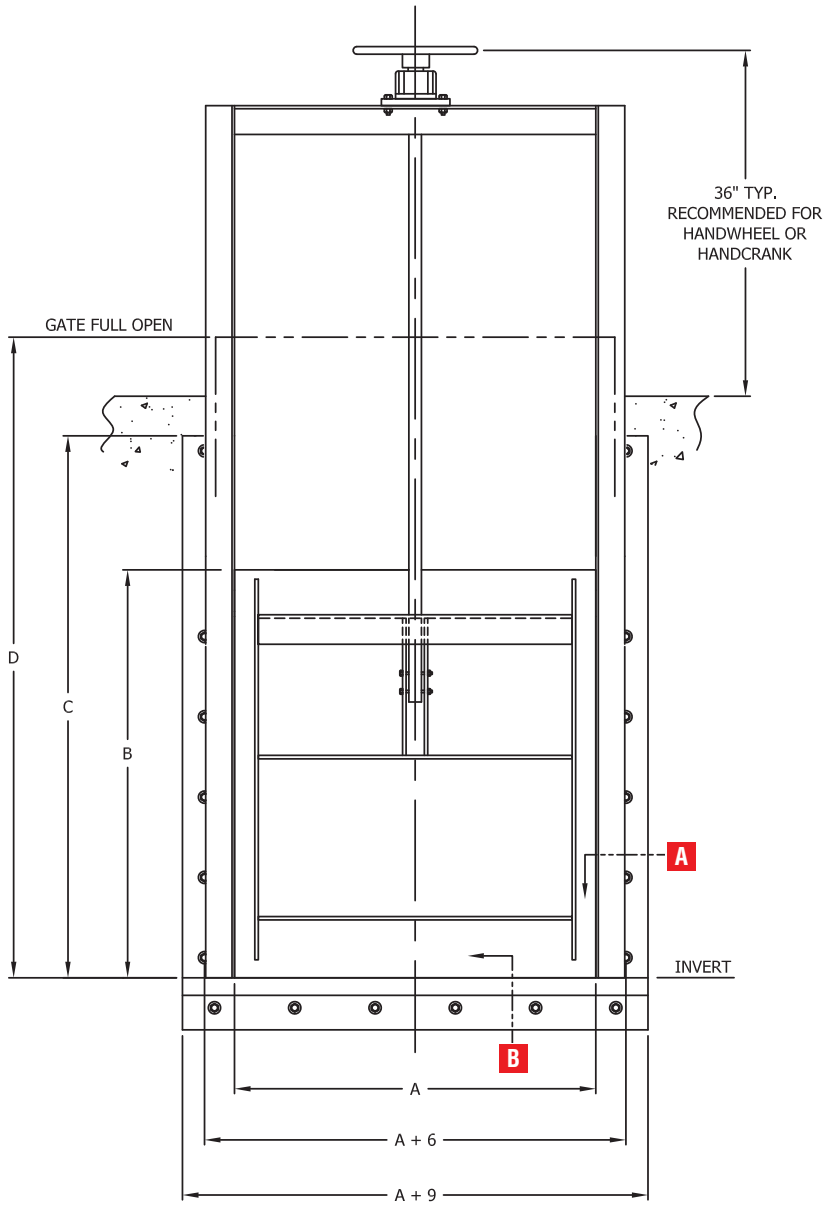


SECTION A



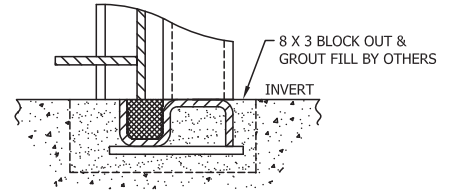
- A** Gate Opening Width
- B** Gate Opening Height
- C** Guide Rail Height = $B + 1/2$ of Slide
- D** Gate Full Open = $B + 4-1/2$
- E** Slide Height = $B + 4-1/2$

SS-253-1 SLIDE GATE

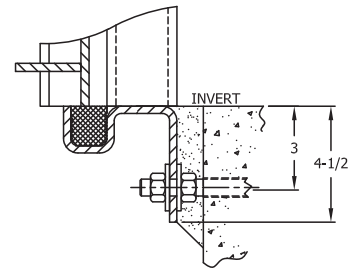


- A** Gate Opening Width
- B** Gate Opening Height
- C** Guide Rail Height = $B + 1/2$ of Slide
- D** Gate Full Open = $2B$
- E** Slide Height = B

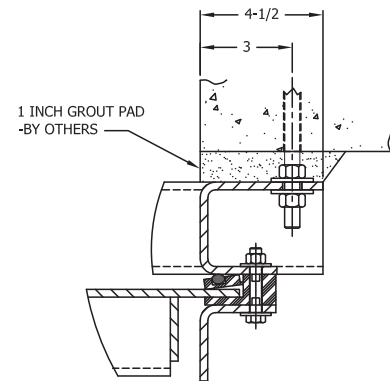
ALTERNATE "Q" BOTTOM



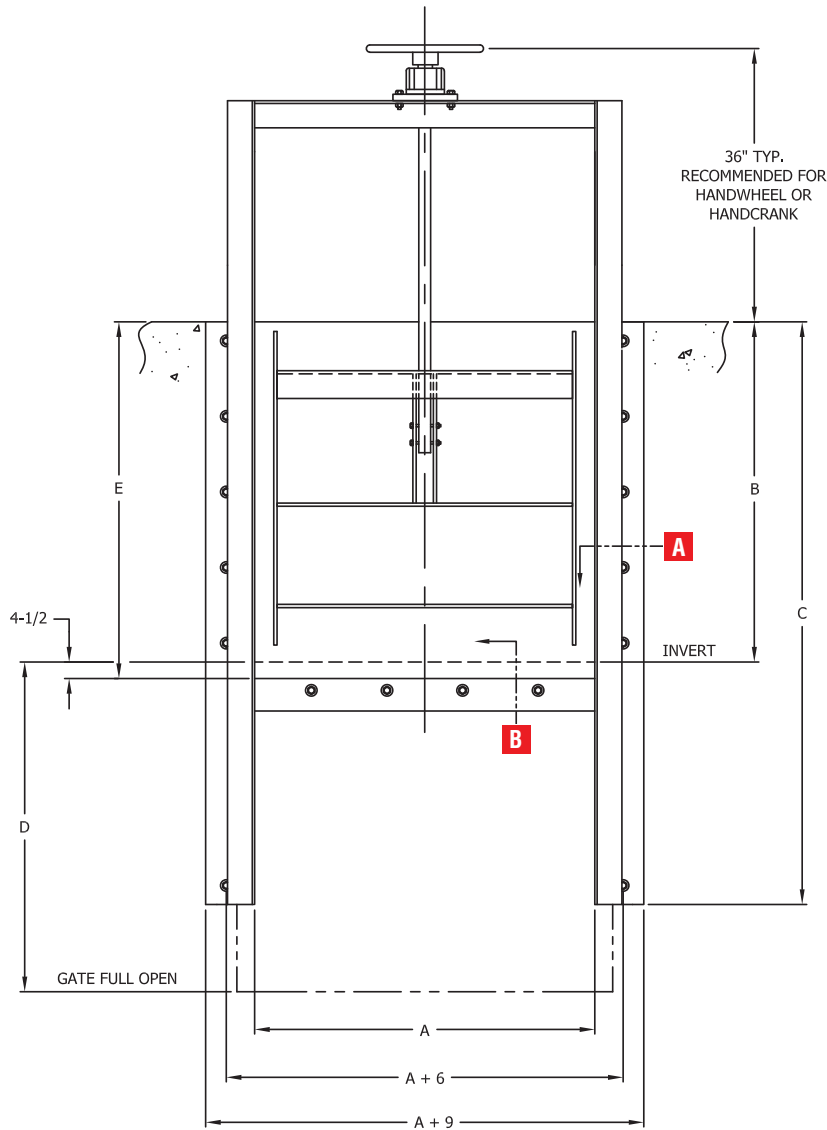
SECTION B



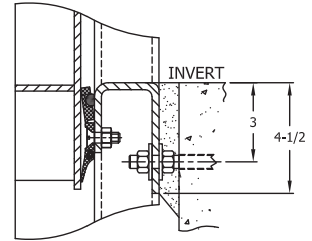
SECTION A



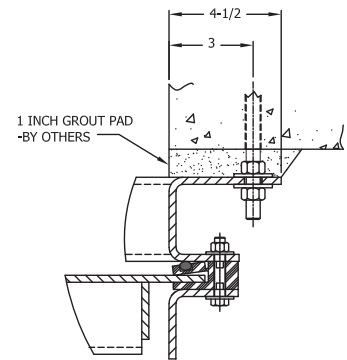
SS-254-1 SLIDE WEIR GATE



SECTION B

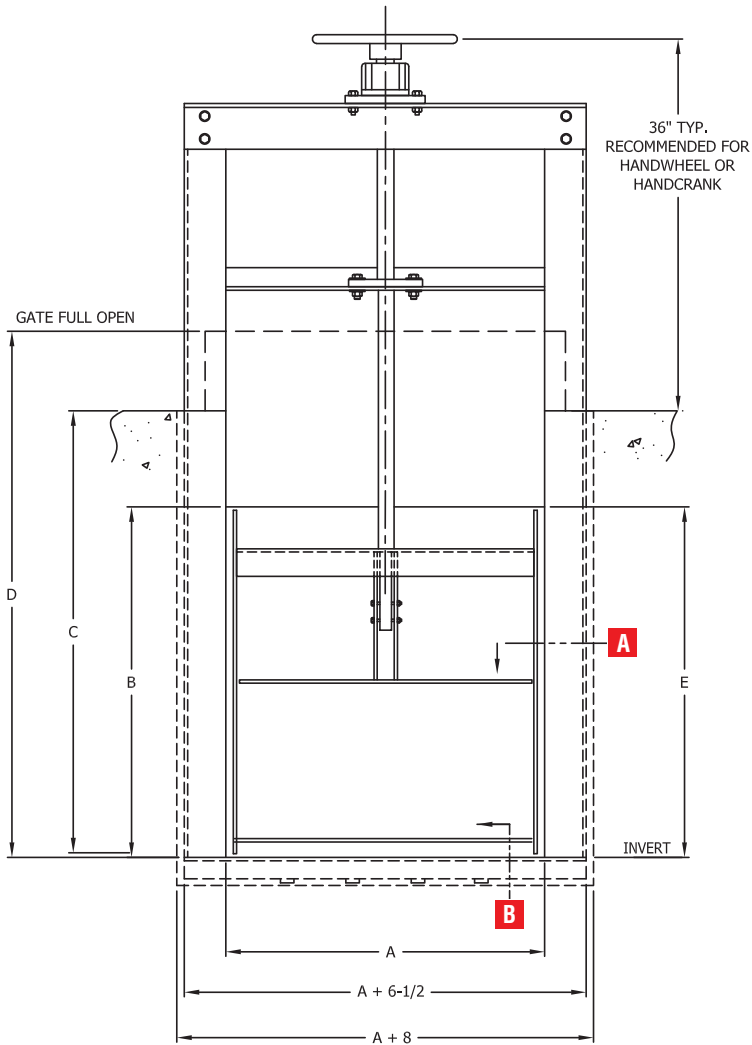


SECTION A

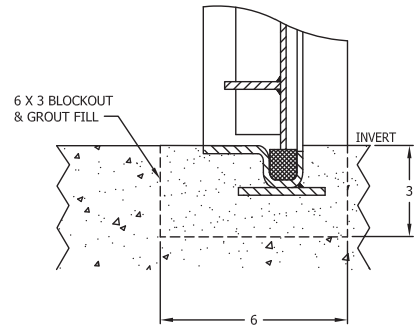


- A** Gate Opening Width
- B** Gate Opening Height
- C** Guide Rail Height = $B + 1/2$ of Slide
- D** Gate Full Open = $B + 4-1/2$
- E** Slide Height = $B + 4-1/2$

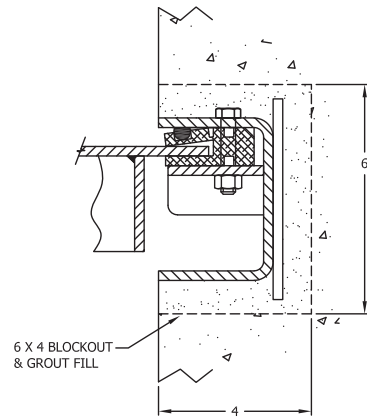
QSS-256-1 SLIDE GATE



SECTION B

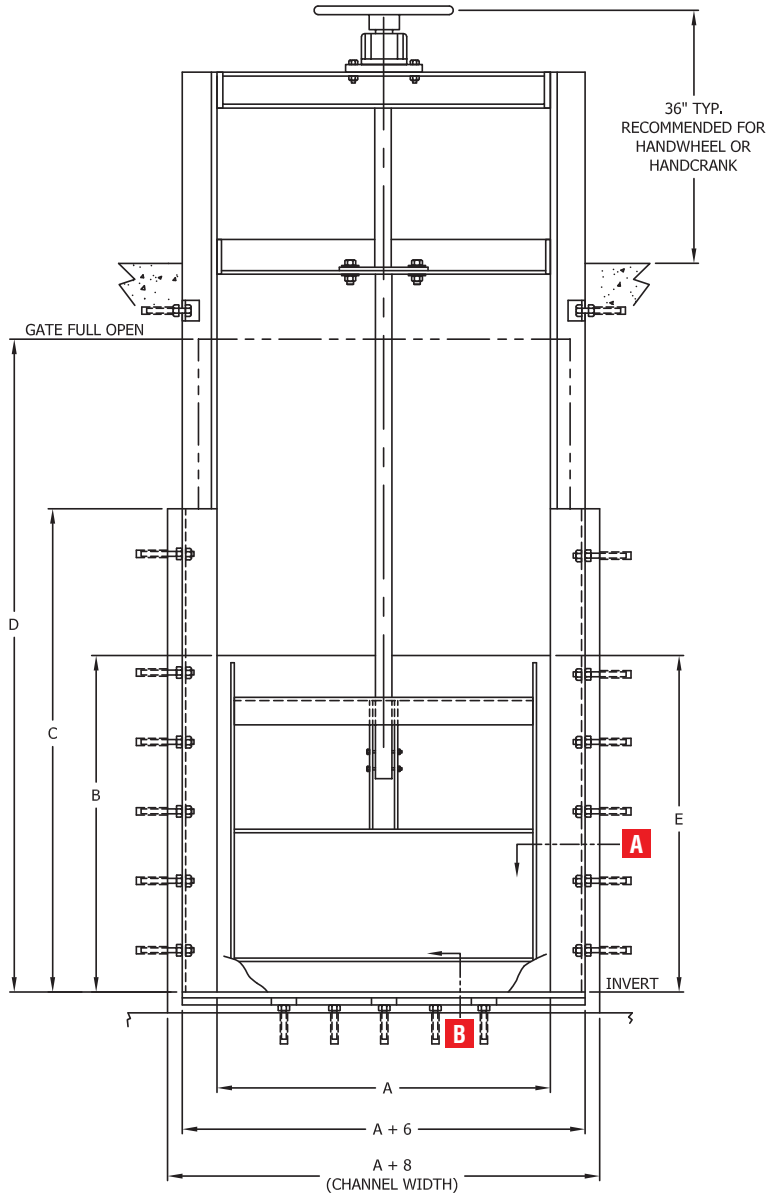


SECTION A

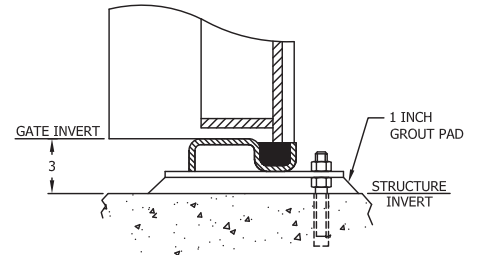


A	Gate Opening Width
B	Gate Opening Height
C	Guide Rail Height = $B + 1/2$ of Slide
D	Gate Full Open = $2B$
E	Slide Height = B

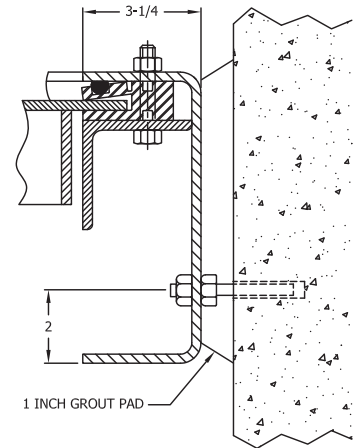
SS-257-1 SLIDE GATE



SECTION B



SECTION A



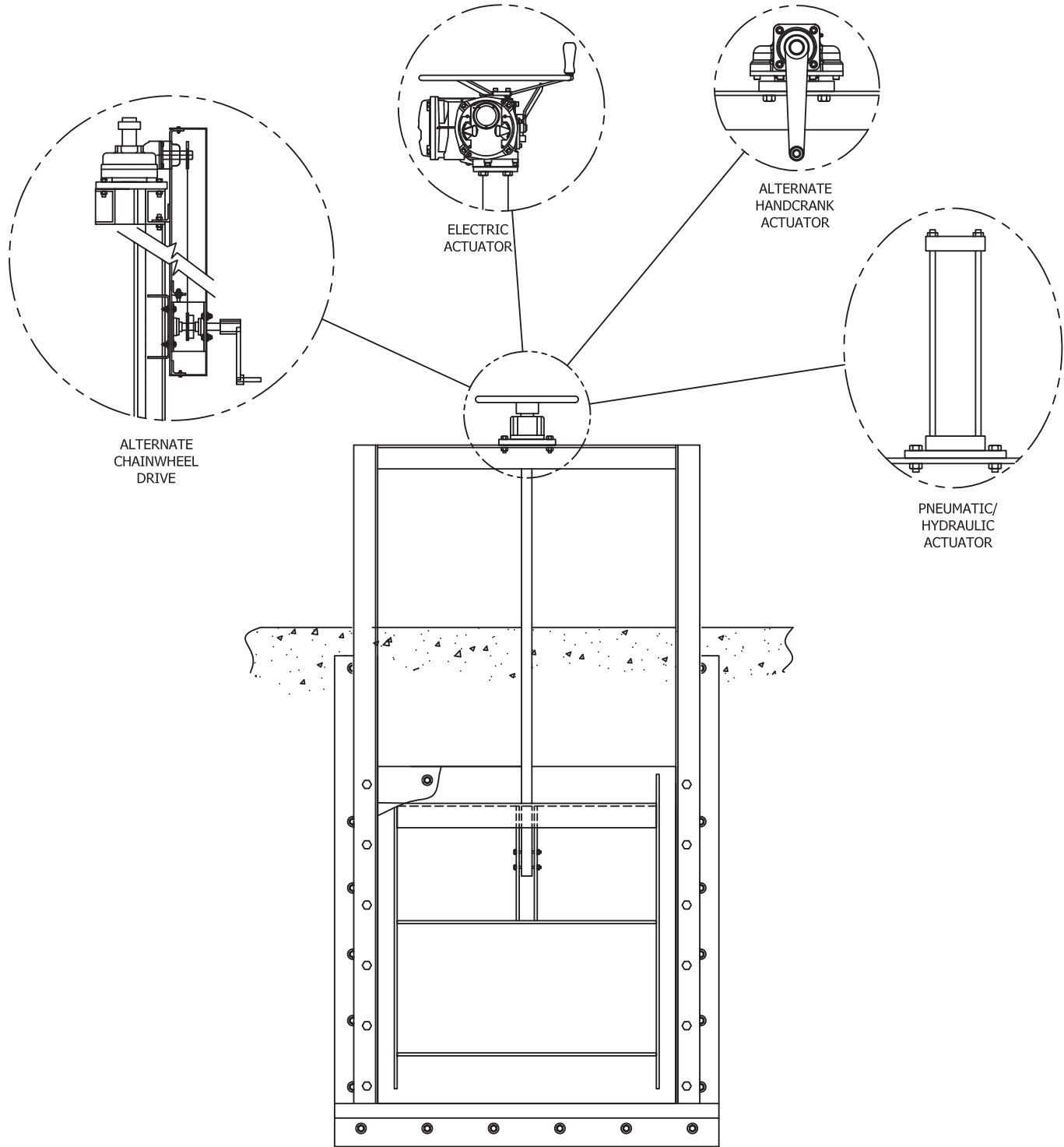
A Gate Opening Width

B Gate Opening Height

D Gate Full Open = 2B

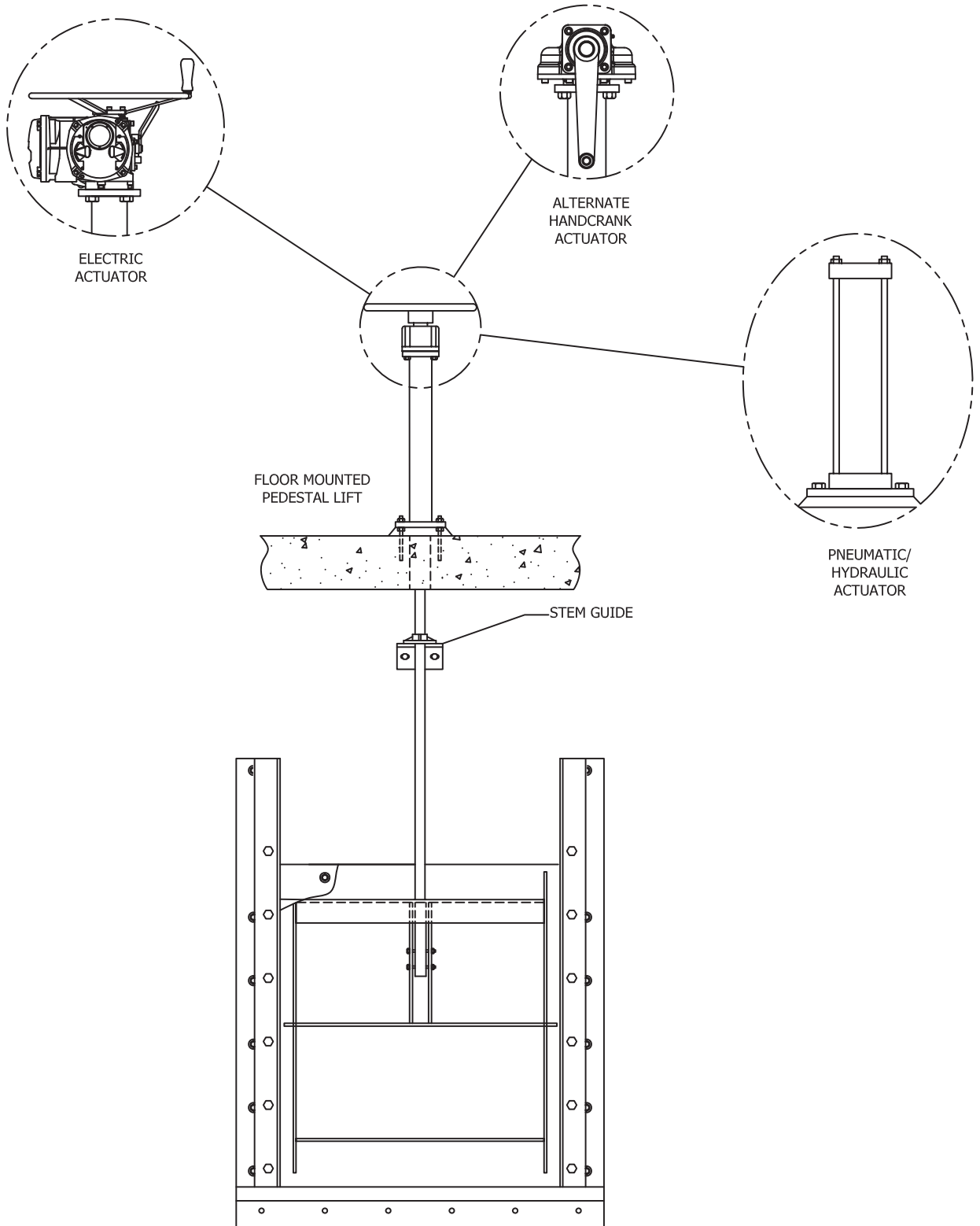
E Slide Height = B

ACTUATORS SELF CONTAINED SLIDE GATES



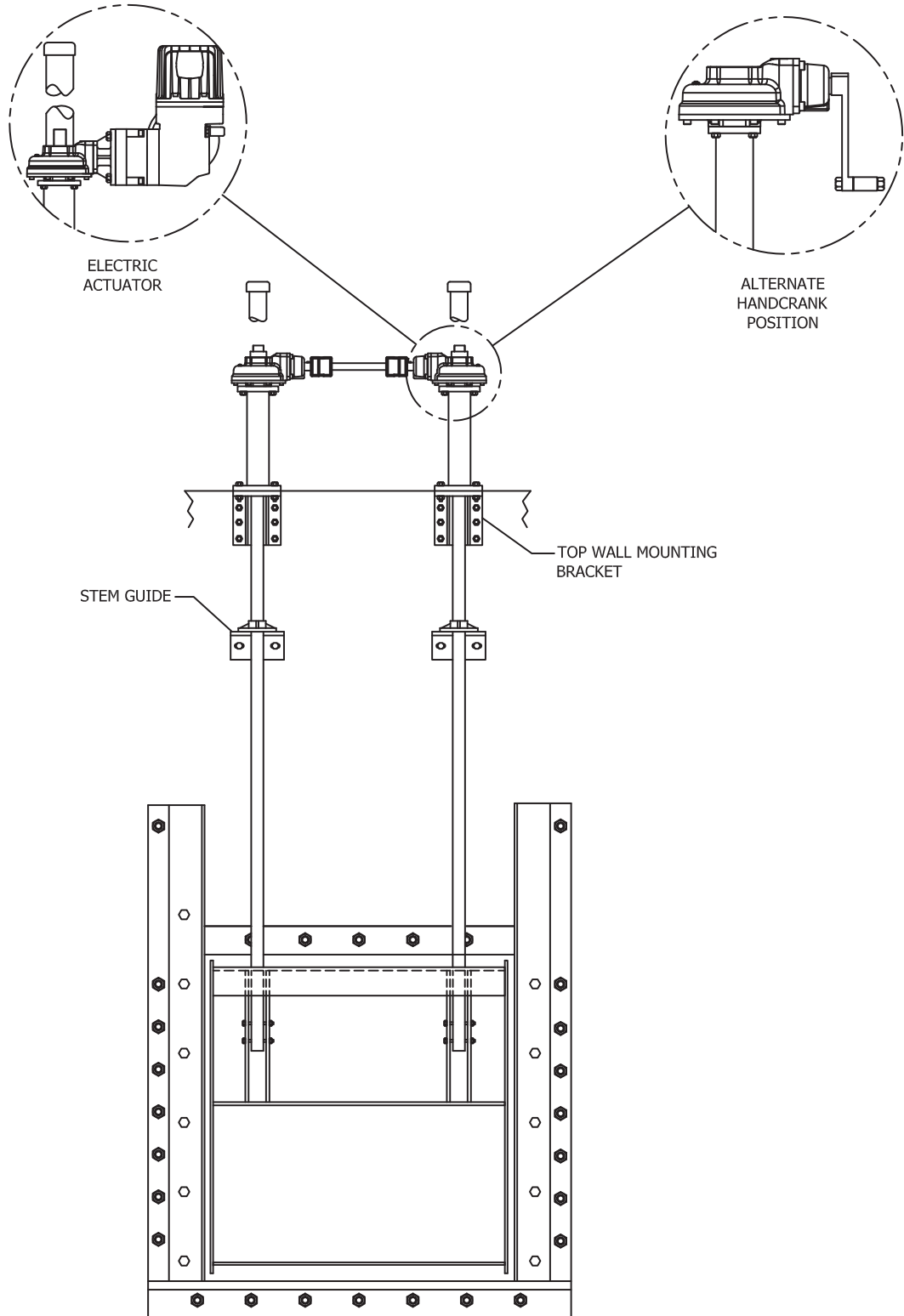
SINGLE LIFT & STEM

ACTUATORS FOR NON-SELF CONTAINED SLIDE GATES



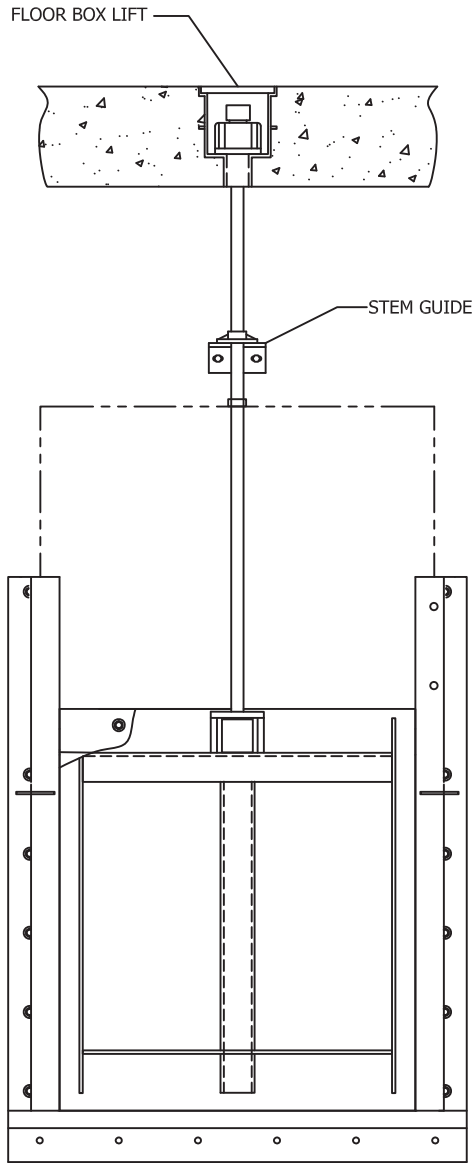
SINGLE LIFT & STEM

ACTUATORS NON-SELF CONTAINED SLIDE GATES

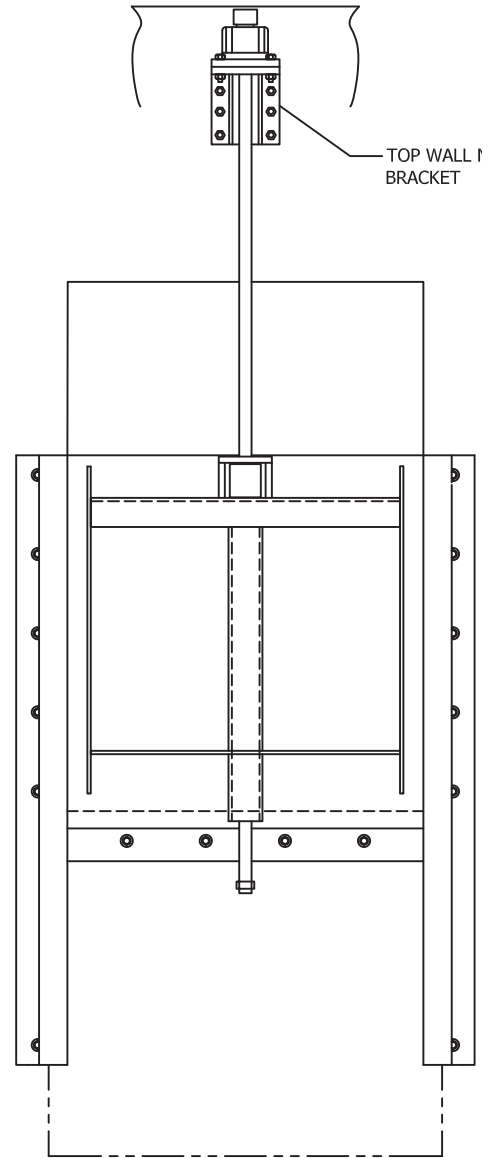


TANDEM LIFTS WITH DUAL STEMS

NON RISING STEM NON-SELF CONTAINED SLIDE GATES

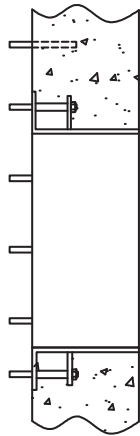
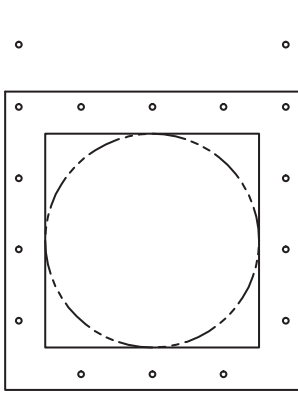


**NON-RISING STEM
SLIDE GATE**

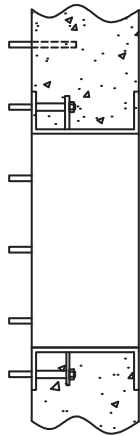


**NON-RISING STEM
SLIDE (WEIR) GATE**

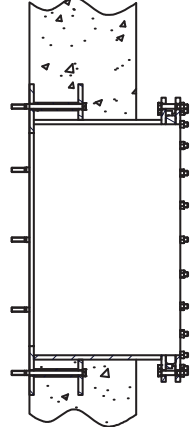
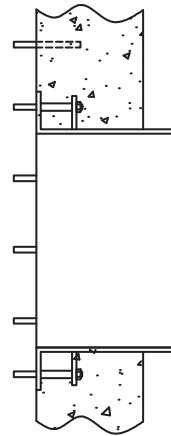
MOUNTING OPTIONS



'F' TYPE



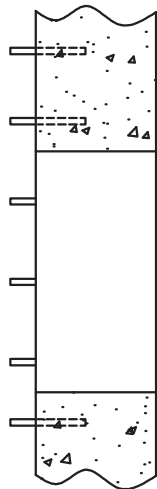
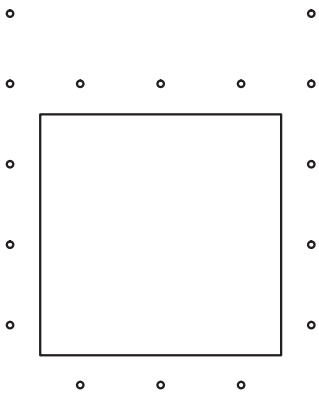
'E' TYPE



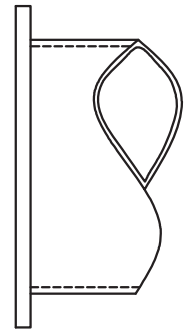
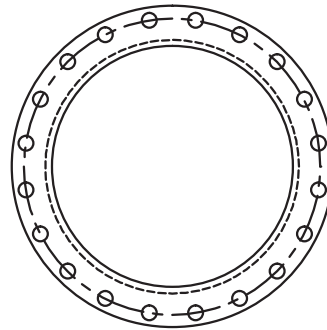
'MJ' TYPE

WALL THIMBLES

AVAILABLE WITH SQUARE, RECTANGLE OR CIRCULAR OPENING



ANCHOR BOLT MOUNTING



PIPE FLANGE MOUNTING

SECTION _____

TYPICAL SPECIFICATIONS FOR SS-250 SERIES FABRICATED SLIDE GATE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The equipment provided under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with the drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer unless exceptions are noted by the engineer.

Gates and operators shall be supplied with all the necessary parts and accessories indicated on the drawings, specified or otherwise required for a complete and properly operating installation, and shall be the latest standard product of a manufacturer regularly engaged in the production of fabricated water control gates.

- B. Unit Responsibility: To insure compatibility of all components directly related to the slide gates, unit responsibility for the slide gates, actuators and accessories as described in this section shall be the responsibility of the slide gate manufacturer unless specified otherwise.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with Sections _____ and as specified herein.

Submittals shall include as a minimum:

1. Shop Drawings
2. Manufacturer's operation and maintenance manuals and information.
3. Manufacturer's installation certificate.
4. Manufacturer's equipment warranty.
5. Manufacturer's performance affidavit in accordance with Section _____.
6. Design calculations demonstrating lift loads and deflection in conformance to the application requirements.
Design calculations shall be approved by a licensed engineer (PE) and shall be available upon request.

1.03 QUALITY ASSURANCE

A. Qualifications

1. All of the equipment specified under this Section shall be furnished by a single manufacturer with a minimum of 20-years of experience designing and manufacturing slide gates. The manufacturer shall have manufactured stainless steel slide gates of the type described herein for a minimum of 20 similar projects.
2. The sealing system shall be certified and tested for operation and performance to leakage specifications compliant with AWWA C-561 for a minimum of 100,000 cycles.
3. The project design is based on the Waterman SS-250 Series Fabricated Slide Gate as manufactured by Waterman Valve of Exeter, California. Proposed alternates must be pre-approved, per addendum, at least 14-days prior to close of bid. Requests for alternates must be supplemented with detailed drawings, specifications, and references. Any/all additional costs for structure modifications or other changes associated with utilizing a brand other than Waterman are to be borne by the contractor.
4. To insure quality and consistency, the slide gates listed in this section shall be manufactured and assembled in a facility owned and operated by the slide gate manufacturer. Third-party manufacturers contracted for fabrication and assembly of the slide gates will not be permitted.

PART 2 EQUIPMENT

2.01 GENERAL

- A. The gates shall be either self-contained with yoke and bench stand operators, or non-self-contained with separate stem guides and operator, in accordance with the requirements of these specifications.
- B. The gates shall be compliant with the latest version of AWWA C561, as described below.
- C. Specific configurations shall be as noted on the gate schedule or as shown on the plans.
- D. Materials:

COMPONENTS	MATERIALS
FRAME, YOKE, COVER SLIDE, WALL THIMBLES	Stainless Steel ASTM A240, Type 304L Stainless Steel ASTM A240, Type 316L Stainless Steel ASTM A240, Type 2205 Duplex
SEAT/SEALS & STEM SLEEVES	Ultra-High-Molecular-Weight Polyethylene (UHMWPE) ASTM D4020
CORD SEAL	Neoprene ASTM D2000 Nitrile ASTM D2000 Viton ASTM D1418
FLUSH BOTTOM SEALS	Neoprene ASTM D2000 Viton ASTM D1418
STEMS	Stainless Steel ASTM A276, AISI Type 304 Stainless Steel ASTM A276, AISI Type 316 Stainless Steel ASTM A276, AISI Type 2205 Duplex Stainless Steel ASTM A564, AISI Type 630
STEM COVER	Clear Butyrate with Mylar Strip Galvanized A53 Steel Aluminum
STEM GUIDES	Cast Iron (ASTM 126 Class B) Bronze Bushed Cast Iron (with 2% Nickel) Bronze Bushed Ni-Resist Cast Iron (ASTM A436, Type 2 or 2B) Bronze Bushed Stainless Steel (ASTM A240 Type 304L) UHMW Bushed Stainless Steel (ASTM A240 Type 316L) UHMW Bushed Stainless Steel (ASTM A240 Type 2205) UHMW Bushed
WALL BRACKETS	Not Applicable Cast Iron (ASTM 126 Class B) Cast Iron (with 2% Nickel) Ductile Cast Iron (ASTM A536) Ni-Resist Cast Iron (ASTM A436, Type 2 or 2B) Steel (ASTM A36) Stainless Steel ASTM A240, AISI Type 304L Stainless Steel ASTM A240, AISI Type 316L Stainless Steel ASTM A240, AISI Type 2205
PEDESTALS	Not Applicable Cast Iron (ASTM 126 Class B) Cast Iron (with 2% Nickel) Ductile Cast Iron (ASTM A536) Ni-Resist Cast Iron (ASTM A436, Type 2 or 2B) Steel (ASTM A36/A53) Stainless Steel ASTM A240/A312, AISI Type 304L Stainless Steel ASTM A240/A312, AISI Type 316L Stainless Steel ASTM A240/A312, AISI Type 2205
FASTENERS AND ANCHOR BOLTS	Stainless Steel ASTM A593 & A594, Type 304 CW A193 & A194 Stainless Steel ASTM A593 & A594, Type 316 CW A193 & A194 Stainless Steel ASTM A593 & A594, Type UNS S-32205 Duplex 2205
FINISH	Polyamide Epoxy Coal Tar Epoxy

E. GATE SCHEDULE

EQUIPMENT NUMBER	GATE SIZE, INCH ¹	GATE TYPE ²	OPENING DIRECTION ³	BOTTOM SEATING ⁴	DESIGN HEAD, FEET		OPERATOR TYPE
					SEATING	UNSEATING	

Notes: Clear opening width by height. E = embedded frame, W = wall mounted, Y = self-contained, F = flatback U = upward, D = downward FB = flush bottom

2.02 FRAME AND GUIDE RAILS

- A. The gate frame shall be composed of stainless steel guide rails with UHMW seat/seals upstream and downstream. The seat/seals shall form a tight seal between the frame and the slide (disc). The guides will be of sufficient length to support ½ the height of the slide when in the full open position.
- B. Yoke shall not deflect more than 1/360th of the span under full head break load.
- C. Seals shall be replaceable without removing the frame from the wall. In the case of embedded gates, they shall be constructed in a manner that allows replacement of the seals without removal of the gate frame from the embedment.

2.03 STEM AND STEM GUIDE

- A. Material
 1. The stem shall be solid stainless steel of the specified grade.
- B. Design
 1. Guides shall be adjustable with split stem sleeves. Guides shall be spaced per the manufacturer's recommendations. The stem L/r ratio shall not exceed 200.
 2. Stem threads shall be machine cut 29 degree full Acme or stub Acme type.
 3. Nominal diameter of the stem shall not be less than the crest of the threaded portion.

2.04 SEALS

- A. The seals shall be self-adjusting. Seals requiring periodic maintenance and adjustments to maintain specified leakage rates will not be permitted.
- B. The top seal design on upward opening gates consisting of four side seals shall incorporate a self-cleaning wiping function that prevents debris from building-up above the top seal and causing premature wear of the seats, seals, and gate face.
- C. The UHMW seats shall impinge on the slide (disc) by way of a continuous loop cord seal. Seal designs incorporating resilient seals such as "J-bulb" or "P" seals that come in direct contact with the friction surface of the slide will not be considered.
- D. The cord seal shall function as a seal between the frame and the UHMW, and as a spring force to maintain contact between the UHMW and the slide (disc).
- E. The resilient bottom seal shall be set into the invert member of the frame which shall be formed in a manor to protect 3 sides of the seal only exposing the side that will come in contact with the slide. Disc-mounted invert seals exposing additional surface area will not be permitted.
- F. The self-adjusting seal system shall provide an allowable leakage rate of no more 0.05 gpm per peripheral foot of perimeter opening for seating and unseating heads.

2.05 SLIDE COVER (DISC)

- A. The slide cover (disc) shall be stainless steel plate reinforced with structural shapes welded to the plate.
 - 1. The slide cover shall not deflect more than 1/720th of the span, or 1/16" at the seated sealing surface of the gate under maximum specified head.
 - 2. The stem to gate connection shall be either the clevis type, with structural members welded to the slide and a bolt or bolts to act as a securing method, or a threaded and bolted (or keyed) thrust nut supported in a welded nut pocket.
 - 3. The clevis, or pocket and yoke, of the gate shall be capable of taking, without damage, at least twice the rated thrust output of the operator at 40 pounds of pull on a hand wheel or hand crank, and at locked-rotor stall of a motor operator.
 - 4. The slide cover shall be constructed with vertical and horizontal reinforcement ribs.
 - 5. All welds shall be performed by an AWS-certified welding technician.

2.06 ANCHOR BOLTS

- A. Anchor hardware shall be provided by the slide gate manufacturer.
 - 1. The size, quantity, and location of the anchor hardware shall be engineered by the slide gate manufacturer. Upon client request manufacturer shall provide calculations for anchor bolt sizing and quantity.
 - 2. Anchor hardware consisting of studs, nuts and washers shall be provided by the manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation of the gates shall be performed in accordance with standard industry practices. It shall be the responsibility of the CONTRACTOR to handle, store, and install the equipment specified in this Section in strict accordance with the Manufacturer's recommendations.
- B. The CONTRACTOR shall review the installation drawings and installation instructions prior to installing the gates.
- C. The gate frames shall be installed in a true vertical plane, square and plumb, with no twist, convergence, or divergence between the vertical legs of the guide frame.
- D. The CONTRACTOR shall fill any void between the guide frames and the structure with non-shrink grout as shown on the installation drawing and in accordance with the grout manufacturer's recommendations.
- E. The frame cross rail shall be adjusted as required to maintain consistent seal compression across the full width of the gate.

3.02 FIELD TESTING

- A. After installation, all gates will be field tested in the presence of the ENGINEER and OWNER to ensure that all items of equipment are in full compliance with this Section. Each gate assembly shall be water tested by the CONTRACTOR at the discretion of the ENGINEER and OWNER, to confirm that leakage does not exceed the specified allowed leakage.

WATERMAN, PART OF MCWANE PLANT & INDUSTRIAL

For over 100 years, Waterman has been a leading supplier of gates, valves and specialty components for the water treatment, water delivery, industrial processing and agricultural irrigation markets. With an expanded offering, faster delivery and superior support, Waterman is ready to help with your project needs.

Waterman + MPI = Forward-Thinking Products and Support

Waterman is part of McWane Plant & Industrial (MPI), a single-source manufacturer for valves, gates, pipe and fittings for a total solution for your project. With the combined strength of the industry's top brands: Kennedy Valve, McWane Ductile, Tyler Union and Waterman, MPI offers unmatched portfolio of dependable and forward-thinking solutions. Most importantly, MPI's team of veteran industry experts are ready to listen to your needs and to support you at every phase of your project from design through to start up.

Waterman Offers Both In-Stock & Custom-Engineered Solutions

Waterman offers both standard "in-stock" products as well as fully custom-engineered solutions. Waterman custom solutions incorporate market leading designs: slide gates, sluice gates, radial (tainter) gates, automatic siphons, automatic level control gates, stop gates, stop logs, roller gates, tilting weir gates and more. All Waterman products are engineered for high performance and built-to-last, so you can be confident in your system's performance for decades to come.

Waterman Offers Largest USA-Based Manufacturing Capabilities, Two Plants

Founded in Exeter, California in 1912, Waterman is a brand built on quality and confidence. Waterman engineers, fabricates and tests its products in company-owned USA-based facilities. The principal manufacturing facility opened in Exeter in 1963. A second manufacturing facility in Calera, Alabama was added in 2020 to serve the Eastern United States and to provide additional capabilities for large and complex water control gates.



MPI – MCWANE PLANT & INDUSTRIAL

1201 Vanderbilt Road Birmingham, AL 35234 866.924.8674 www.mcwanepi.com sales@mcwanepi.com

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APPENDIX "C" TO SPECIAL PROVISIONS
STANDARD TERMS AND CONDITIONS
GRANT AGREEMENT

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Miami-Dade County Biscayne Shores 1 and 2 Stormwater Pump Stations Retrofit and Improvements** Agreement Number: **24SRP16**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Miami-Dade County** Entity Type: **Local Government**
Grantee Address: **701 NW 1st Court, 3rd Floor
Miami, Florida 33136** FEID: **59-6000573** (Grantee)

3. Agreement Begin Date: **7/1/2023** Date of Expiration: **6/30/2026**

4. Project Number: _____ Project Location(s): **Miami-Dade County, Florida**
(If different from Agreement Number)

Project Description: **The project includes construction to upgrade two key stormwater pump stations connected to Biscayne Bay. Activities include hardening drainage infrastructure, upgrading electrical and mechanical components, retrofitting and cleaning existing drainage wells and untethering the controls so the two stations operate independently.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 1,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 2023/2024 GAA 1819	\$ 1,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 1,000,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 2,000,000.00

6. Department's Grant Manager Name: **Matthew Behnke** or successor
Address: **Resilient Florida Program
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399**
Phone: **850-245-8305**
Email: **Matthew.Behnke@FloridaDEP.gov**

Grantee's Grant Manager Name: **Marina Blanco-Pape, P.E.** or successor
Address: **Miami-Dade County
701 NW 1 Court, 5 Floor
Miami, FL 33136**
Phone: **305-372-6529**
Email: **Marina.Blanco-Pape@Miamiidade.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Miami-Dade County

GRANTEE

By Jimmy Morales
(Authorized Signature)

Digitally signed by Jimmy Morales
Date: 2024.01.10 13:18:10 -05'00'

1/10/2024

Date Signed

Jimmy Morales, Chief Operations Officer

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By Alex Reed
Secretary or Designee

1/18/2024

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures


DEP Grant Manager, Matthew Behnke


DEP QC Reviewer, Hanna Tillotson

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

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 that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24SRP16**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Miami-Dade County Biscayne Shores 1 and 2 Stormwater Pump Stations Retrofit and Improvements . The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,000,000.00 through cash or third party in-kind towards the work funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24SRP16**

ATTACHMENT 3

PROJECT TITLE: Miami-Dade County Biscayne Shores 1 and 2 Stormwater Pump Stations Retrofit and Improvements

PROJECT LOCATION: The Project is located in unincorporated Miami-Dade County, Florida.

PROJECT DESCRIPTION:

Miami-Dade County (Grantee) will conduct the Biscayne Shores 1 and 2 Stormwater Pump Stations Retrofit and Improvements (Project) which includes upgrading two key stormwater pump stations that discharge stormwater to drainage wells hydraulically connected to Biscayne Bay. The Project activities include hardening drainage infrastructure, upgrading electrical and mechanical components, retrofitting and cleaning existing drainage wells, and untethering the controls so the two stations operate independently.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website ([Florida SLIP Tool](#)) for more information.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Construction

Description: The Grantee will perform upgrades at two stormwater pump stations, to include the following: harden drainage infrastructure, upgrade electrical and mechanical components, retrofit and clean existing drainage wells, and untether the controls so the two stations operate independently, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual with responsible charge of project; and
- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	30 days before commencing Construction
2	Construction	Contractual Services	\$1,000,000	\$1,000,000	\$2,000,000	7/1/2023	3/31/2026
Total:			\$1,000,000	\$1,000,000	\$2,000,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

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 agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

2. 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 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:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

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

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 23.24	37.098	Resilient Florida Programs	\$1,000,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,000,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 24SRP16

**MIAMI-DADE COUNTY BISCAYNE SHORES 1 AND 2 STORMWATER PUMP STATIONS RETROFIT
AND IMPROVEMENTS**

Miami-Dade County

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 24SRP16

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24SRP16

Project Title: Miami-Dade County Biscayne Shores 1 and 2 Stormwater Pump Stations Retrofit and Improvements

Grantee: Miami-Dade County

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

APPENDIX "D" TO SPECIAL PROVISIONS
RESILIENT FLORIDA PROGRAM
GRANTEE QUICK REFERENCE GUIDE

Florida Department of Environmental Protection
Resilient Florida Program
Grantee Quick Reference Guide

Program Contact Information

Grant Manager: ResilientFloridaGrants@FloridaDEP.gov	Grants Administrator: Hanna Tillotson (Hanna.Tillotson@FloridaDEP.gov)
Budget Administrator: Ashley Larson (Ashley.M.Larson@FloridaDEP.gov)	Technical Administrator: Jim Cichon (James.Cichon@FloridaDEP.gov)
Field Agent Manager: Richard Spaulding, P.E. (Richard.Spaulding@FloridaDEP.gov)	GIS Administrator: Jeohusua Lugo (Jeohusua.Lugo@FloridaDEP.gov)
Planning Administrator: Krista Shipley (Krista.Shipley@FloridaDep.gov)	Program Director: Eddy Bouza (Eddy.Bouza@FloridaDEP.gov)

Prior to Grant Agreement Execution

Supporting Documentation Required

1. All grants must submit:
 - W-9 or Completion of Substitute W-9
 - Agreement Contact Information Form
 - Certificate of Insurance
 - Must list Florida DEP as Additional Insured and Certificate Holder.
 - Coverage requirements are found in Attachment 2, Section 8.
 - Coverages must be maintained throughout duration of Grant Agreement period.
2. Federally Funded Grants must submit:
 - UEI number as registered on SAM.gov.
 - Active registration must be maintained throughout Grant Agreement Period
 - State and Local Fiscal Recovery Funds Reporting Form
 - Build America, Buy America and Davis-Bacon Certification Form

Upon Grant Agreement Execution

Please visit our website, [Resilient Florida Grants](#), for current forms and grantee resources. *Unless otherwise noted, submit all grant documents to assigned Department Grant Manager.*

1. **Resilient Florida Program-Specific Grant Requirements**
 - Attachment 6, Program Specific Requirements
2. **Reporting Requirements**
 - Exhibit A, Progress Report Form
 - Use either the Planning or Implementation Progress Report form, depending on grant type.
 - Submit to ResilientFloridaGrants@FloridaDEP.gov quarterly and with each payment request.
 - Quarterly reporting periods include the following dates:
 - Quarter 1: Jul 1 – Sep 30
 - Quarter 2: Oct 1 – Dec 31
 - Quarter 3: Jan 1 – Mar 31

- Quarter 4: Apr 1 – Jun 30.
 - Quarterly progress reports are due no later than twenty (20) days following the completion of the quarterly reporting period, pursuant to Attachment 1, Section 10: Status Reports.
 - Progress reports must also be submitted with each payment request. The reporting period must reflect the performance period in which the work was conducted, and for which reimbursement is being requested.
 - Exhibit F, Final Project Report
 - Submitted upon project completion and prior to requesting final payment. If report includes photos, Exhibit G, Photo Release Form, must be submitted along with the final project report.
 - Final project report may be submitted in lieu of the final quarterly progress report, if the next quarterly progress report falls after the grant expiration date.
- 3. Contractual Services Requirements**
- Exhibit H, Contractual Services Certification
 - Required for all grant agreements that include contractual services as an expenditure category. Exhibit H and all supporting documentation must be provided for each contractor that conducts work under the grant agreement.
 - Submitted prior to requesting payment that includes contractual services.
 - Grants funded with federal funds (as indicated by Section 5 of the Standard Grant Agreement) must abide by additional procurement requirements in the Code of Federal Regulations and State and Local Fiscal Recovery Funds Final Rule. Federally funded grants also include Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery (SLFRF) Agreements, which includes SLFRF-specific requirements.
- 4. Amendments or Change Orders**
- Attachment 1, Section 2: Grant Administration
 - Provides overview of the eligible types of modifications to the grant agreement that can be made and whether it requires an amendment or change order.
 - Requests shall be submitted in writing to the DEP grant manager thirty (30) days in advance of task due date or agreement expiration date, as applicable for the requested change.
- 5. Deliverables**
- Attachment 3, Grant Work Plan
 - Deliverables and due dates are identified for each task.
 - The Department Grant Manager will provide either the Deliverable Acceptance Letter or Non-Acceptance Letter to the Grantee within thirty (30) days after receipt of the deliverable.
 - Deliverable acceptance definitions:
 - **Partial Deliverable** is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, and the subcomponent(s) are delivered to the Department at one hundred percent (100%) completion.
 - **Full Deliverable** is defined as a deliverable consisting of all subcomponents listed in the deliverable list for a single task, and all are delivered to the Department at one hundred percent (100%) completion.
 - **Incomplete Deliverable** is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task.
 - **Interim Deliverable** is acceptable in older agreements (22SRP, 22PLN) that have not yet been amended to include the new Performance Measures language in Attachment 3, Grant Work Plan. This older language allows for the Exhibit A, Progress Report Form, to

be acceptable as an interim deliverable to request payment. Refer to your agreement if this is currently allowed.

- A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable subcomponents (if applicable) listed within the task.

6. Exhibit G, Photo Release Form

- Must be submitted if any deliverables or reports include photos.

7. References for Eligible Expenditure Categories, Reimbursement, and Match Documentation

- Attachment 1, Section 8: Payment; and Section 9: Documentation Required for Cost Reimbursement Grant Agreements and Match.
- Attachment 2, Section 4: Cost Eligible for Reimbursement or Matching Requirements; and Section 7: Match Requirements.

8. Payment Requests

- Invoices should be submitted using Exhibit C, Payment Request Workbook.
- Refer to Instructions tab in Exhibit C for Grantee Checklist and Submission Instructions.
- Submit payment requests to ResilientFloridaGrants@FloridaDEP.gov.
- Attachment 2, Section 7: Match Requirements
 - Each payment request submitted shall document all matching funds and/or match efforts during the period covered by each request. The final payment will not be processed until the match requirement has been met.
- All Implementation Grants (not just the construction tasks) are subject to the 5% retainage. This will automatically calculate in the Exhibit C, Payment Request Workbook.
 - Planning Grant Grantees may zero this automatic calculation.
- Refer to Attachment 3, Grant Work Plan: Payment Request Schedule for additional details.
- Please do not hold payment requests until the end of your Grant Agreement period.

9. Agreement Closeout

- Attachment 1, Section 13: Termination
 - Upon project and grant completion, the grantee must provide statement in writing to DEP grant manager that the grant agreement can be closed out and that the remaining funds (if applicable) can be released.
-

APPENDIX "E" TO SPECIAL PROVISIONS
PERMITS

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DEPARTMENT OF THE ARMY



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

August 29, 2023

Regulatory Division
South Permits Branch
Miami Section
SAJ-2020-03063(NWP-AMG)
SAJ-2023-00306(NWP-AMG)

Miami-Dade County Transportation & Public Works Department
c/o Alejandro Barrios
111 NW First Street, 15th Floor
Miami, FL 33128
Sent via email: barria@miamidade.gov

Dear Mr. Barrios:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on February 15, 2022, and considered federally complete on February 03, 2023. Your application was assigned file number SAJ-2020-03063 for the property located at NE 109th St and SAJ-2023-00306 for the property located at NE 110th St. A review of the information and drawings provided indicates that the proposed work would result in the improvement of shoreline stabilization. The following outlines the activities for each respective site:

SAJ-2020-03063 (pump station site at NE 109th St):

- Remove 90-square-feet of riprap;
- Remove 9.25-square-feet of headwall;
- Install 205-square-feet (27.78 cubic yards) of riprap;
- Install 210-square-feet (87.64-square-feet over water) of concrete cap;
- Install 36.18-linear-feet of concrete seawall panel;
- Install 11 king piles;
- Install 7 batter piles;
- Install 105-square-feet (60-cubic-yards) of concrete mattress;
- Install a 30-inch diameter outfall pipe with associated manatee grate.

SAJ-2023-00306 (pump station site at NE 110th St):

- Remove 100-square-feet of riprap;
- Remove 147-square-feet of concrete cap;

- Install 250-square-feet (29.63 cubic yards) of riprap;
- Install 210-square-feet (88.5-square-feet over water) of concrete cap;
- Install 36.18-linear-feet of concrete seawall panel;
- Install 11 king piles;
- Install 7 batter piles;
- Install 105-square-feet (60 cubic yards) of concrete mattress;
- Install a 36-inch diameter outfall pipe with associated manatee grate.

The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), **and** Section 404 of the Clean Water Act (33 U.S.C. § 1344). The projects are located in Biscayne Bay at NE 109th Street and N Bayshore Drive, and NE 110th Street and N Bayshore Drive (respectively), in Section 32, Township 52 South, Range 42 East, Miami, Miami-Dade County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permits (NWP) 7 (Outfall Structures and Associated Intake Structures) and 13 (Bank Stabilization). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-7 and NWP-13, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions:

1. The time limit for completing the work authorized ends on **March 14, 2026.**

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form (Attached) and forward a copy to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions (Attached).

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
 - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

- b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2020-03063 (NW – AMG), on all submittals for site located at NE 109th St.

The Permittee shall reference this permit number, SAJ-2023-00306 (NW – AMG), on all submittals for site located at NE 110th St.

2. **Permit Conditions Prevail:** If information in the permit attachments conflict with the special conditions of this permit, the requirements of the permit special conditions shall prevail.
3. **Commencement Notification:** *Within 10 days from the date of initiating the work authorized by this permit*, the Permittee shall submit a completed “Commencement Notification” form (Attached).
4. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached “Self-Certification Statement of Compliance” form (Attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the “Self-Certification Statement of Compliance” form. The description of any deviations on the “Self-Certification Statement of Compliance” form does not constitute approval of any deviations by the Corps.
5. **Cultural Resources/Historic Properties:**
 - a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.
 - b. *For those activities occurring on uplands:* If, during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with native cultures or early colonial settlement), the Permittee shall immediately stop all work and

- ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps at the addresses listed in the **Reporting Address Special Condition** within the same business day (8 hours). The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions.
- c. *For those activities occurring on submerged lands:* If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.
- d. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- e. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then

notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

- 6. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

- 7. Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

All outfall discharge shall be designed and implemented to prevent erosion and scour (A4.3.).

- 8. Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attached). The most recent version of the Manatee Conditions must be utilized.
- 9. Manatee Grates:** All culverts 8 inches to 8 feet in diameter must be grated to prevent manatee entrapment. Grates must be permanently fixed, spaced a maximum of 8 inches apart (may be less for culverts smaller than 16 inches in diameter) and may be installed diagonally, horizontally or vertically. For new culverts, grates must be attached prior to installation of the culverts. Culverts less than 8 inches or greater than 8 feet in diameter are exempt from this requirement.
- 10. Protected Species Construction Conditions:** The Permittee shall comply with National Marine Fisheries Service’s “Protected Species Construction Conditions, NOAA Fisheries Southeast Regional Office” dated May 2021 (Attached).
- 11. Vessel Strike Avoidance Measures:** The Permittee shall comply with the “Vessel Strike Avoidance Measures and Reporting for Mariners”, revised May 2021 (Attached), for marine turtles and marine mammals.
- 12. Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.
- 13. Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.
- 14. Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement

bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Ashley Gonzalez at the Miami Permits Section at 701 San Marco Blvd, Jacksonville, FL 32207, by telephone at 904-232-2017, or by email at Ashley.M.Gonzalez@usace.army.mil.

Sincerely,

Handwritten signature of Ashley Gonzalez in cursive script.

Ashley Gonzalez
Project Manager

Enclosures included:

PDCs for In-Water Activities

PDCs for Mangroves, Seagrasses, Corals, and Hard Bottom for All Projects

Standard Manatee Conditions for In-Water Work

Vessel Strike Avoidance Measures and Reporting for Mariners

Protected Species Construction Conditions

Permit Drawings

SFWMD Permit

Commencement Notification Form

Self-Certification Statement of Compliance Form

Permit Transfer Form

Cc:

Nelson Ortiz, nelson.ortiz@graef-usa.com

U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html
- 2) **(AP.8.) Reporting** of interactions with protected species:
 - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
 - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
 - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
 - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
 - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.
- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
 - a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- 4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.
- 5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.
- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
 - b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Project Design Criteria (PDCs) for Mangroves, Seagrasses, Corals and Hard Bottom for All Projects

Note: **For projects authorized in reliance on this Opinion only**, the PDCs below supercede any other guidance documents otherwise applicable to reduce or avoid impacts to mangroves, seagrasses, and corals. This includes the NMFS's *Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation, Marsh, or Mangrove Habitat* dated August 2001, and NMFS's *Key for Construction Conditions for Docks or Other Minor Structures Constructed in or over Johnson's Seagrass (Halophila johnsonii)*, dated October 2002. NMFS may still apply these guidance documents in other consultations, including consultations on Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act, as appropriate.

AP.12. Mangroves:

- a) To qualify for coverage under this Opinion, all projects must be sited and designed to avoid or minimize impacts to mangroves.
- b) Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
 - i. Removal to install up to a 4-ft-wide walkway for a dock.
 - ii. Removal to install up to an 8-ft-wide walkway for public docks, where the walkway is necessary to address compliance with the Americans with Disability Act (ADA).
 - iii. Removal to install culverts necessary to improve water quality or restore hydrology between 2 water bodies. Such mangrove removal is limited to a maximum of 20 linear feet (lin ft) of shoreline per culvert opening.
 - iv. Removal of mangroves above mean high water (MHW) provided that the tree does not have any prop roots that extend into the water below the MHWL.
- c) Mangrove Trimming. Mangrove trimming is regulated by FDEP, Puerto Rico Department of Natural and Environmental Resources, and U.S. Virgin Islands Department of Planning and Natural Resources. Consistent with those authorities, when used in this Opinion, mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree. This Opinion does not limit or supersede any restrictions on mangrove removal required under any federal, state, or local law.
 - i. This Opinion only covers projects with associated mangrove trimming occurring waterward of MHW if such trimming (1) occurs within the area where the authorized structures are placed or will be placed (e.g., removal of branches that overhang a dock),
 - ii. (2) is necessary to provide temporary construction access, and (3) is conducted in a manner that avoids any unnecessary trimming.

- iii. The Opinion does not apply to projects proposing to remove red mangrove props roots waterward of MHW, except for removal to install the dock walkways, as described above (up to a 4-ft walkway and up to a 8-ft ADA compliant walkway) and to install culverts necessary to improve water quality or restore hydrology between 2 water bodies.

AP.13. Seagrass:

- a) Pile-supported structures must follow the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2)

Johnson's seagrass:

- b) This Opinion does not apply to projects where Johnson's seagrass is found within the project footprint except for:
 - i. Installation of pile-supported structures that meet the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2).
 - ii. Maintenance dredging of previously authorized areas. This is limited to the removal of no more than 0.1 acre (ac) (4,356 ft²) of Johnson's seagrass per year (Activity 3; see Section 2.2.3).
 - iii. Transmission/utility line repairs within the same footprint of the lines being repaired (Activity 8; see Section 2.2.8).

Non-listed seagrasses:

- a) All impacts to non-ESA listed native, non-invasive seagrasses should be avoided and minimized to the extent practicable.
- b) This Opinion does not apply to projects located within the geographic boundary of U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat identified in Section 2.1.1.5) if non-ESA listed, native, non-invasive seagrasses are found within the project footprint.
- c) This Opinion does not apply to projects that may affect, directly or indirectly, ESA-listed corals.
- d) Projects occurring within in the Florida Keys National Marine Sanctuary (FKNMS) may require separate consultation or authorization from NOAA's FKNMS. Projects authorized to occur in the FKNMS shall comply with any measures NOAA FKNMS has developed to avoid, minimize, and/or mitigate any effects on non-listed corals. For projects occurring outside of the FKNMS, if non-listed corals are found within the project footprint, we recommend relocating all non-listed corals, when possible, in a manner that is protective of the corals.

AP.14. Coral and Hard Bottom Habitat:

- a) This Opinion does not apply to projects that may affect, directly or indirectly, ESA-listed corals.
- b) Projects occurring within in the Florida Keys National Marine Sanctuary (FKNMS) may require separate consultation or authorization from NOAA's FKNMS. Projects authorized to occur in the FKNMS shall comply with any measures NOAA FKNMS has developed to avoid, minimize, and/or mitigate any effects on non-listed corals. For projects occurring outside of the FKNMS, if non-listed corals are found within the project footprint, we recommend relocating all non-listed corals, when possible, in a manner that is protective of the corals.
- c) This Opinion does not apply to projects where hard bottom habitat is found within the project footprint, except for the temporary placement (up to 24 months) of scientific survey devices (Activity 5) that have a footprint of less than 1 square foot (ft²) per device and are installed in a manner that does not permanently alter the hardbottom (e.g., the devices are not installed by drilling). For this Opinion, we define hard bottom in 2 ways:
 - i. Natural consolidated hard substrate that is suitable to support corals, coral larval settlement, reattachment and recruitment of asexual coral fragments. These areas of hard bottom or dead coral skeleton must be free from fleshy or turf macroalgae cover and sediment cover.
 - ii. Nearshore and surf-zone, low-profile hard bottom outcroppings (e.g., worm-rock reef [sabellariid worm reefs] and eolianite, granodiorite). This habitat can be persistent or ephemeral, cycling through periods of exposure and cover by sand. The range of this hard bottom habitat extends along the southeastern coast of Florida from Cape Canaveral to Miami-Dade County and in the U.S. Caribbean. It is an important developmental habitat for juvenile hawksbill and green sea turtles, which use it for both foraging and refuge.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews shall maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel shall attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners shall check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews shall report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299

Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties shall remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office shall be immediately notified of the strike by email (takereport.nmfsser@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701

Tel: (727) 824-5312

Visit us on the web at <http://sero.nmfs.noaa.gov>



PROTECTED SPECIES CONSTRUCTION CONDITIONS, NOAA FISHERIES SOUTHEAST REGIONAL OFFICE

The action agency and any permittee shall comply with the following construction conditions for protected species under the jurisdiction of NOAA Fisheries Southeast Regional Office (SERO) Protected Resources Division (PRD):¹

Protected Species Sightings—The action agency and any permittee shall ensure that all personnel associated with the project are instructed about the potential presence of species protected under the Endangered Species Act (ESA) and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing listed species and all marine mammals. To determine which protected species and critical habitat may be found in the transit area, please review the relevant [marine mammal](https://www.fisheries.noaa.gov/find-species) and [ESA-listed species](https://www.fisheries.noaa.gov/find-species) at Find A Species (<https://www.fisheries.noaa.gov/find-species>) and the consultation documents that have been completed for the project.

1. **Equipment**—Turbidity curtains, if used, shall be made of material in which protected species cannot become entangled and be regularly monitored to avoid protected species entrapment. All turbidity curtains and other in-water equipment shall be properly secured with materials that reduce the risk of protected species entanglement and entrapment.
 - a. In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) shall be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, shall be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line shall be allowed in the water. All anchoring shall be in areas free from hardbottom and seagrass.
 - b. Turbidity curtains and other in-water equipment shall be placed in a manner that does not entrap protected species within the project area and minimizes the extent and duration of their exclusion from the project area.
 - c. Turbidity barriers shall be positioned in a way that minimizes the extent and duration of protected species exclusion from important habitat (e.g. critical habitat, hardbottom, seagrass) in the project area.
2. **Operations**—For construction work that is generally stationary (e.g., barge-mounted equipment dredging a berth or section of river, or shore-based equipment extending into the water):
 - a. Operations of moving equipment shall cease if a protected species is observed within 150 feet of operations.

¹ Manatees are managed under the jurisdiction of the U.S. Fish and Wildlife Service.

- b. Activities shall not resume until the protected species has departed the project area of its own volition (e.g., species was observed departing or 20 minutes have passed since the animal was last seen in the area).
3. **Vessels**–For projects requiring vessels, the action agency, and any permittee shall ensure conditions in the [Vessel Strike Avoidance Measures](#) are implemented as part of the project/permit issuance (<https://www.fisheries.noaa.gov/southeast/consultations/regulations-policies-and-guidance>).
4. **Consultation Reporting Requirements**–Any interaction with a protected species shall be reported immediately to NOAA Fisheries SERO PRD and the local authorized stranding/rescue organization.

To report to NOAA Fisheries SERO PRD, send an email to takereport.nmfsser@noaa.gov. Please include the species involved, the circumstances of the interaction, the fate and disposition of the species involved, photos (if available), and contact information for the person who can provide additional details if requested. Please include the project’s Environmental Consultation Organizer (ECO) number and project title in the subject line of email reports.

To report the interaction to the local stranding/rescue organization, please see the following website for the most up to date information for reporting sick, injured, or dead protected species:

Reporting Violations–To report an ESA or MMPA violation, call the NOAA Fisheries Enforcement Hotline. This hotline is available 24 hours a day, 7 days week for anyone in the United States.

NOAA Fisheries Enforcement Hotline (800) 853-1964

5. **Additional Conditions**–Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the project consultation and must also be complied with.

For additional information, please contact NOAA Fisheries SERO PRD at:

NOAA Fisheries Service

Southeast Regional Office

263 13th Avenue South

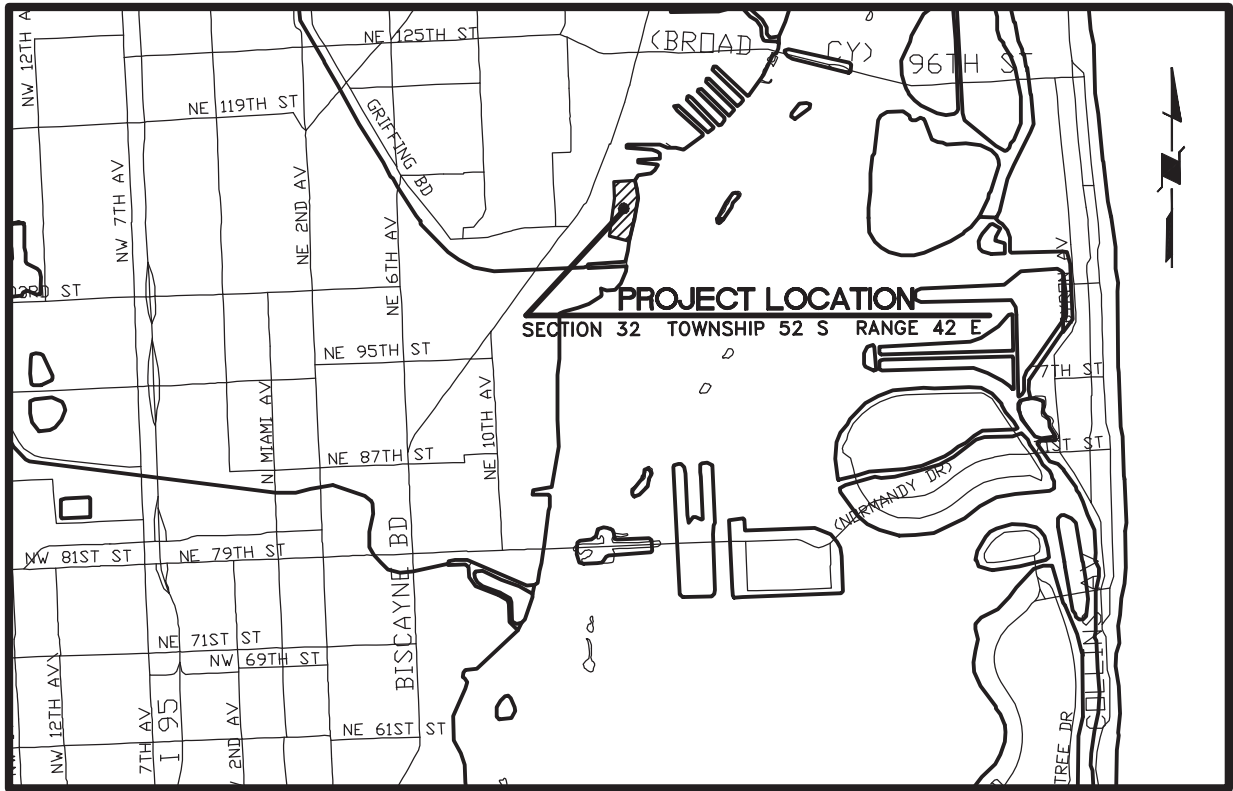
St. Petersburg, Florida 33701

Tel: (727) 824-5312

Visit us on the web at [Protected Marine Life in the Southeast](#)

(<https://www.fisheries.noaa.gov/region/southeast#protected-marine-life>)

Revised: May 2021



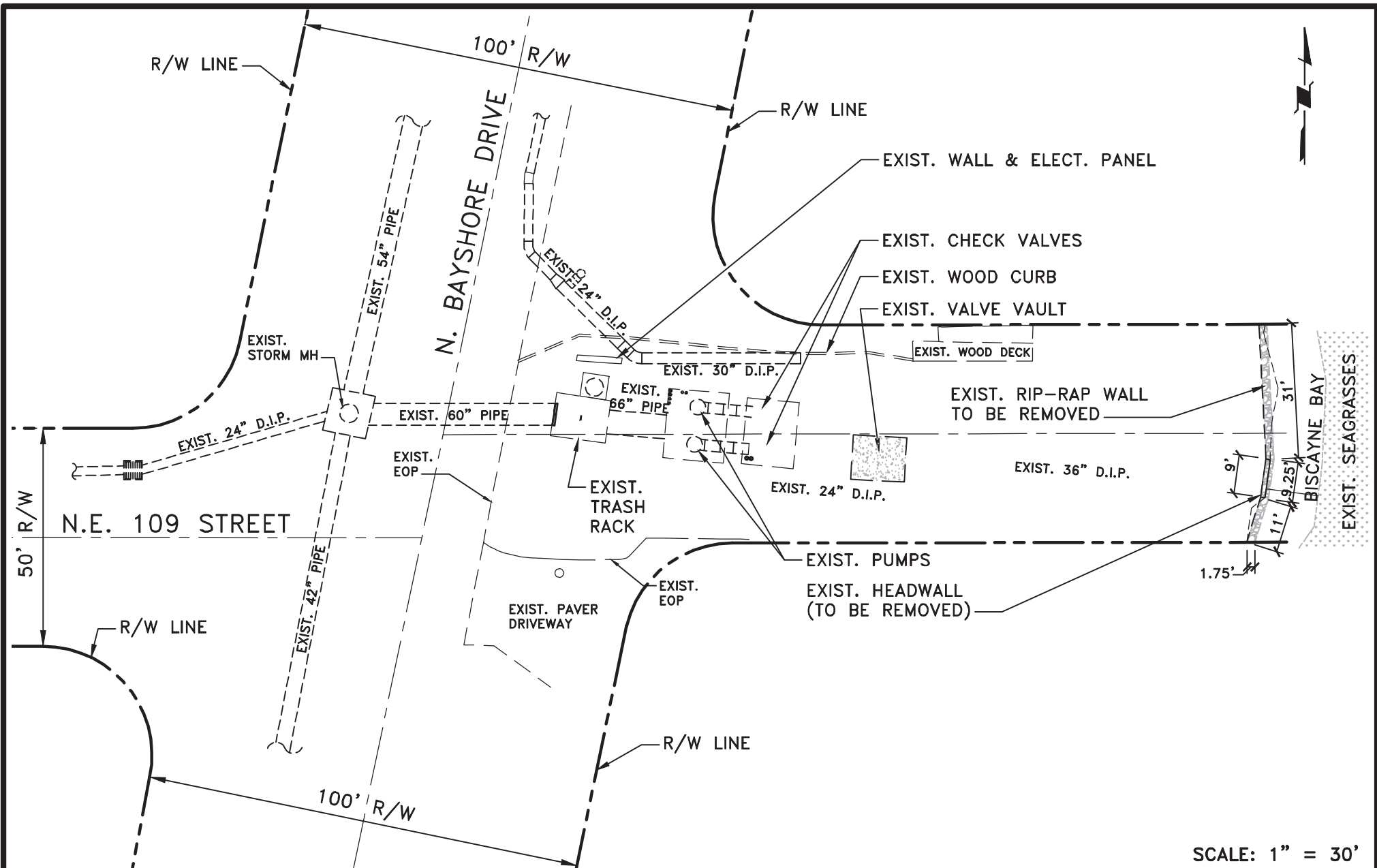
VICINITY MAP

INDEX OF DRAWINGS	
SHT. No.	TITLE
1	VICINITY MAP & INDEX OF DRAWINGS
2	PS#109 EXISTING SITE PLAN
3	PS#109 PROPOSED SITE PLAN
4	PS#109 SEAWALL SECTION
5	PS#110 EXISTING SITE PLAN
6	PS#110 PROPOSED SITE PLAN
7	PS#110 SEAWALL SECTION
8	ENERGY DISSIPATOR - PLAN VIEW
9	ENERGY DISSIPATOR - SECTION A-A
10	ENERGY DISSIPATOR - FRONT VIEW

PURPOSE: VICINITY MAP & INDEX OF DRAWINGS
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
 GRAEF-USA Inc.
 9400 South Dadeland Boulevard, Suite 601
 Miami, Florida 33156

COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
 Works Department
 Miami, Florida 33128
 SHEET 1 OF 10

REV.: 02-02-23
 REV.: 02-04-22
 DATE: 04-13-20

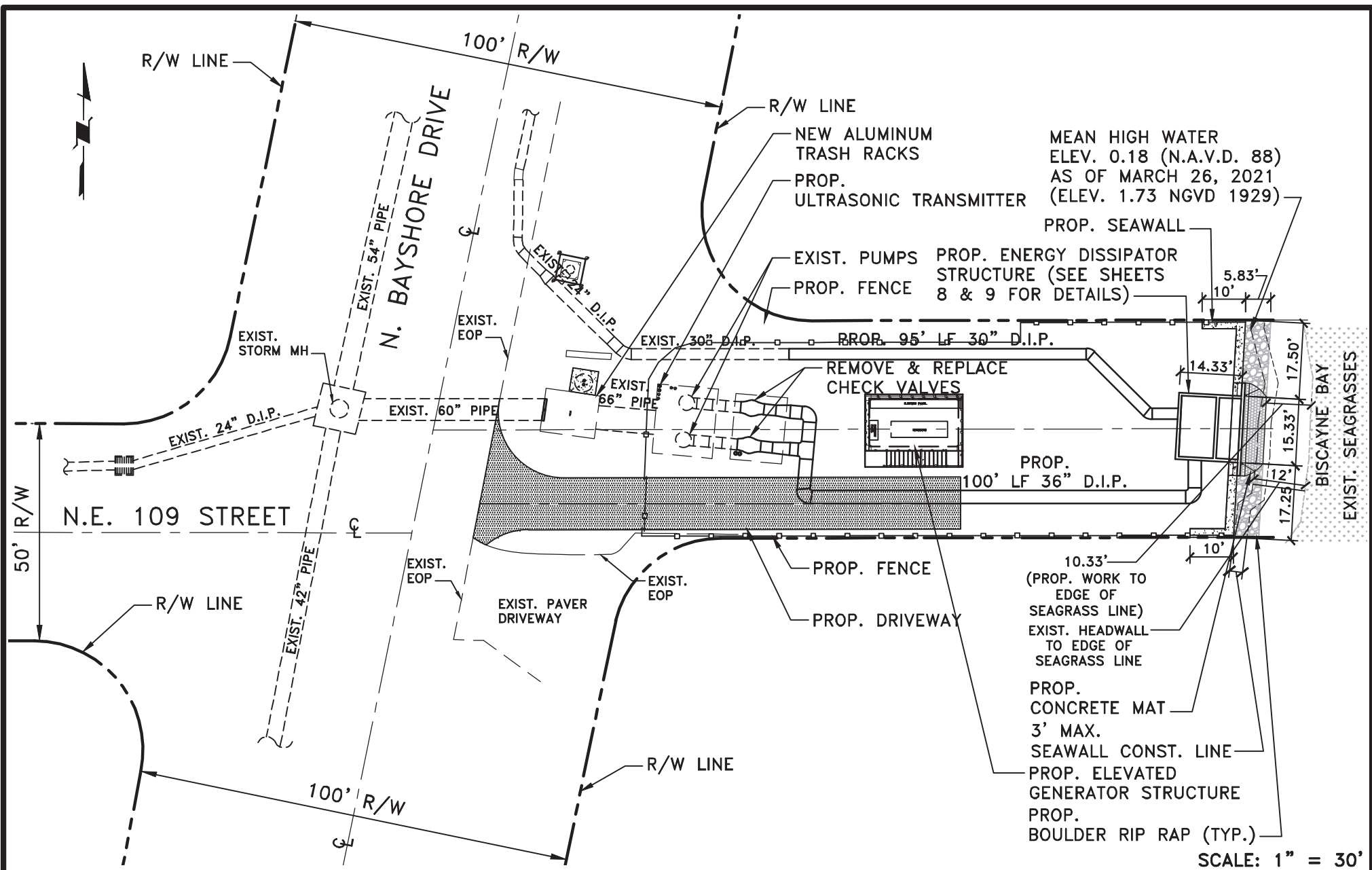


SCALE: 1" = 30'

PURPOSE: PS#109 EXISTING SITE PLAN
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
 GRAEF-USA Inc.
 9400 South Dadeland Boulevard, Suite 601
 Miami, Florida 33156

COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
 Works Department
 Miami, Florida 33128
 SHEET 2 OF 10

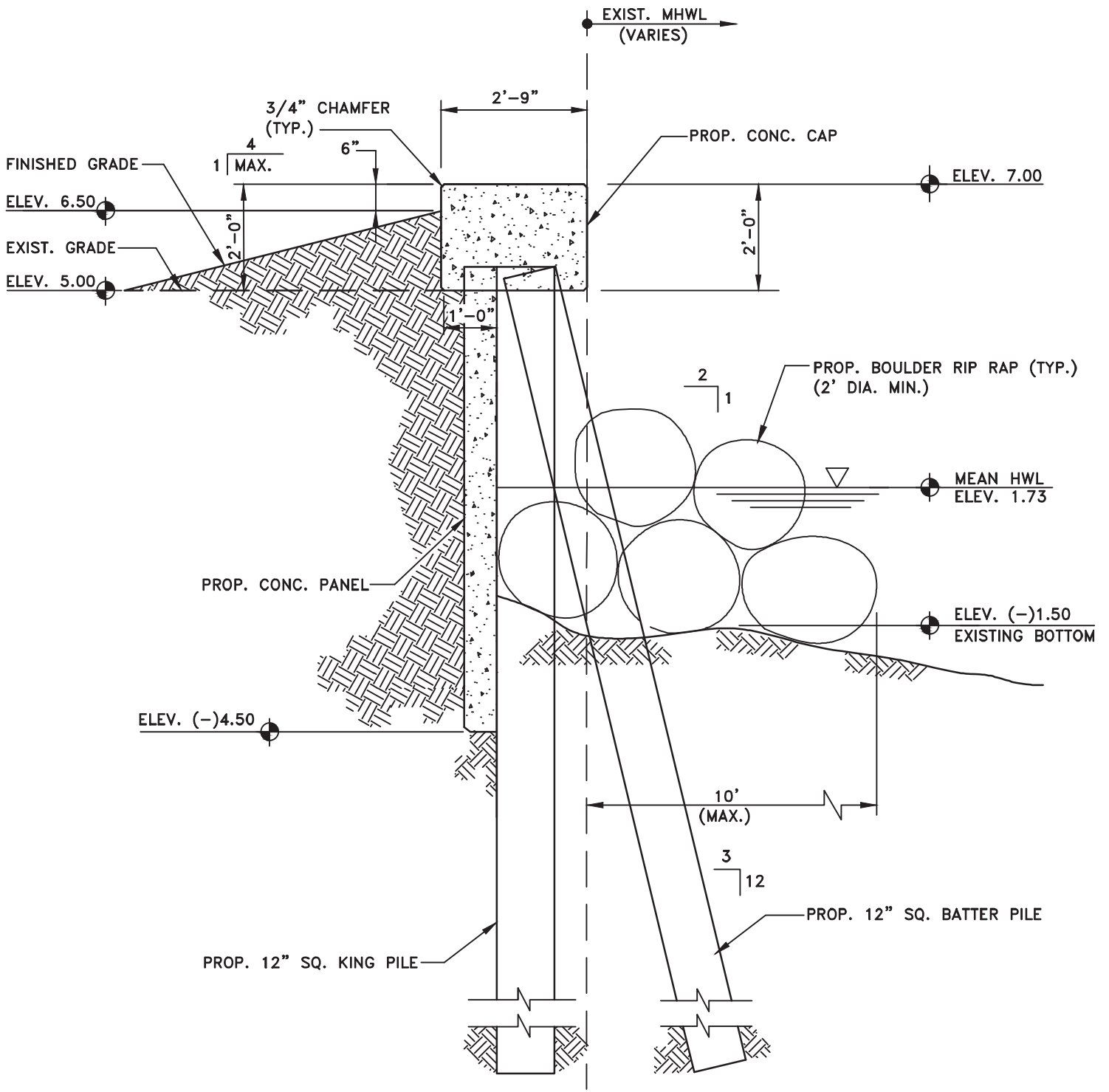
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 REV.: 02-04-22
 DATE: 04-13-20



PURPOSE: PS#109 PROPOSED SITE PLAN
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
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 9400 South Dadeland Boulevard, Suite 601
 Miami, Florida 33156

COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
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 Miami, Florida 33128
 SHEET 3 OF 10

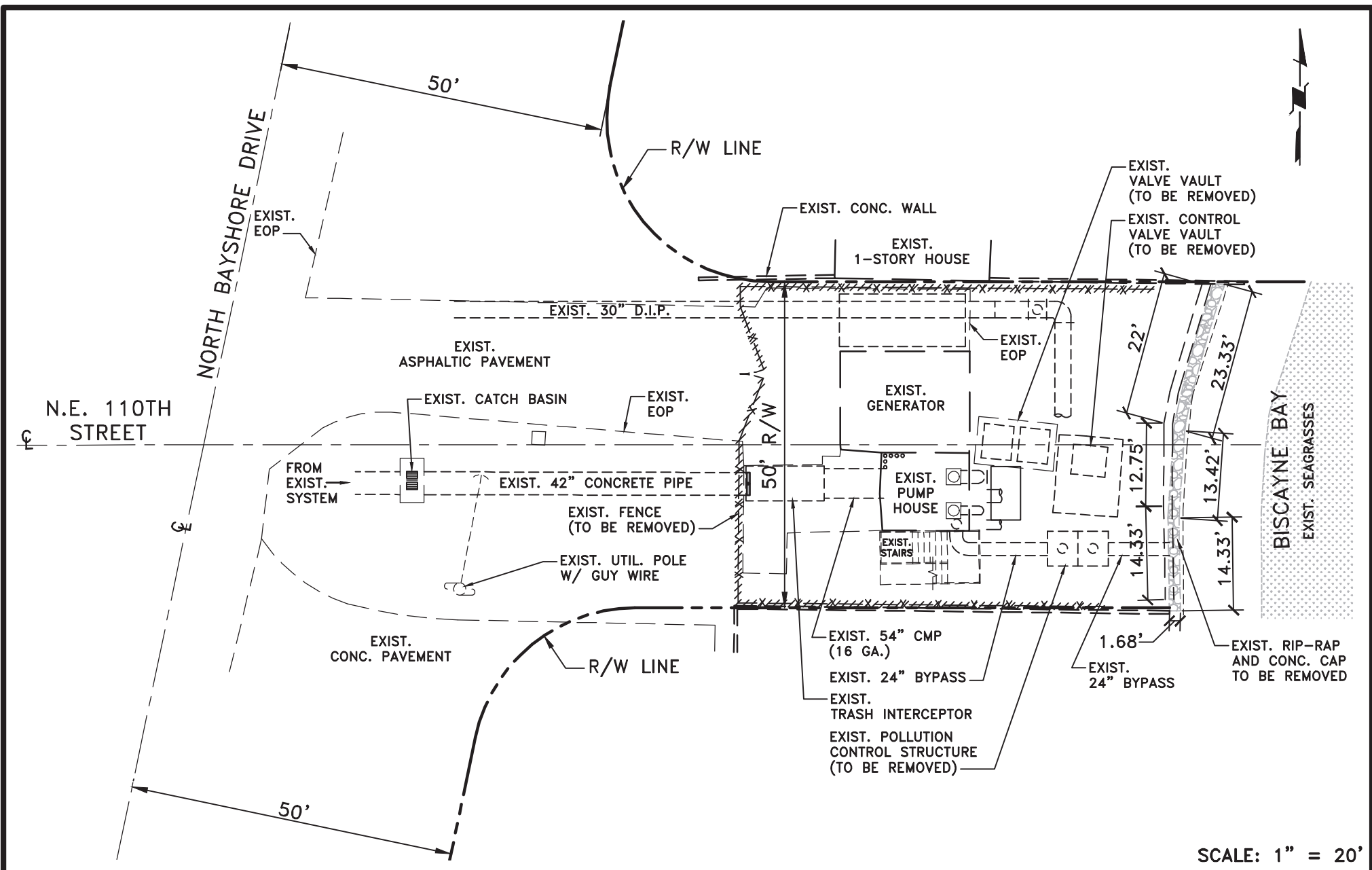
REV.: 02-02-23
 REV.: 02-04-22
 DATE: 04-13-20



SECTION A-A
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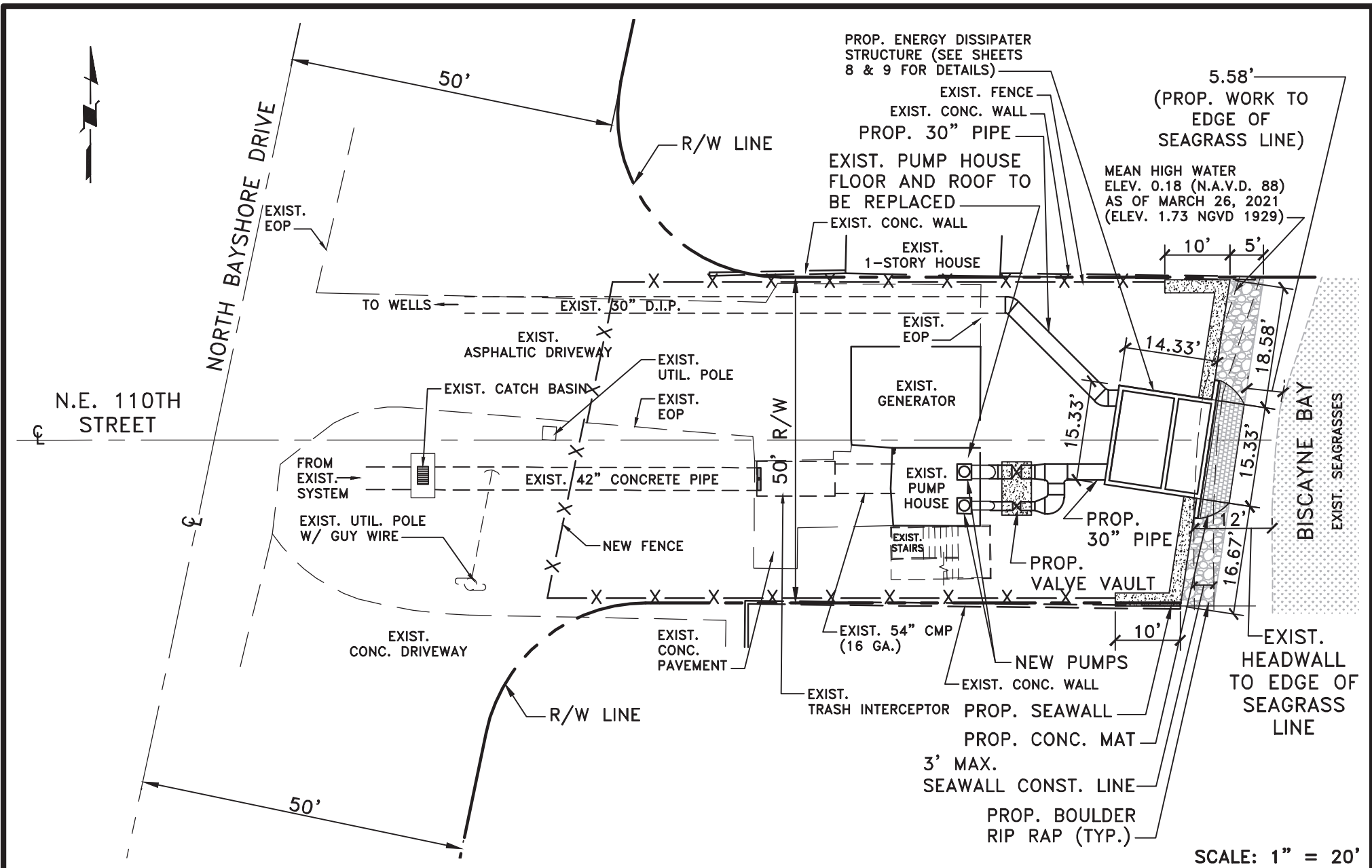
PURPOSE: PS#109 SEAWALL SECTION
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
 GRAEF-USA Inc.
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 Miami, Florida 33156

COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
 Works Department
 Miami, Florida 33128
 REV.: 02-02-23
 REV.: 02-04-22
 SHEET 4 OF 10
 DATE: 04-13-20



PURPOSE: PS#110 EXISTING SITE PLAN
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
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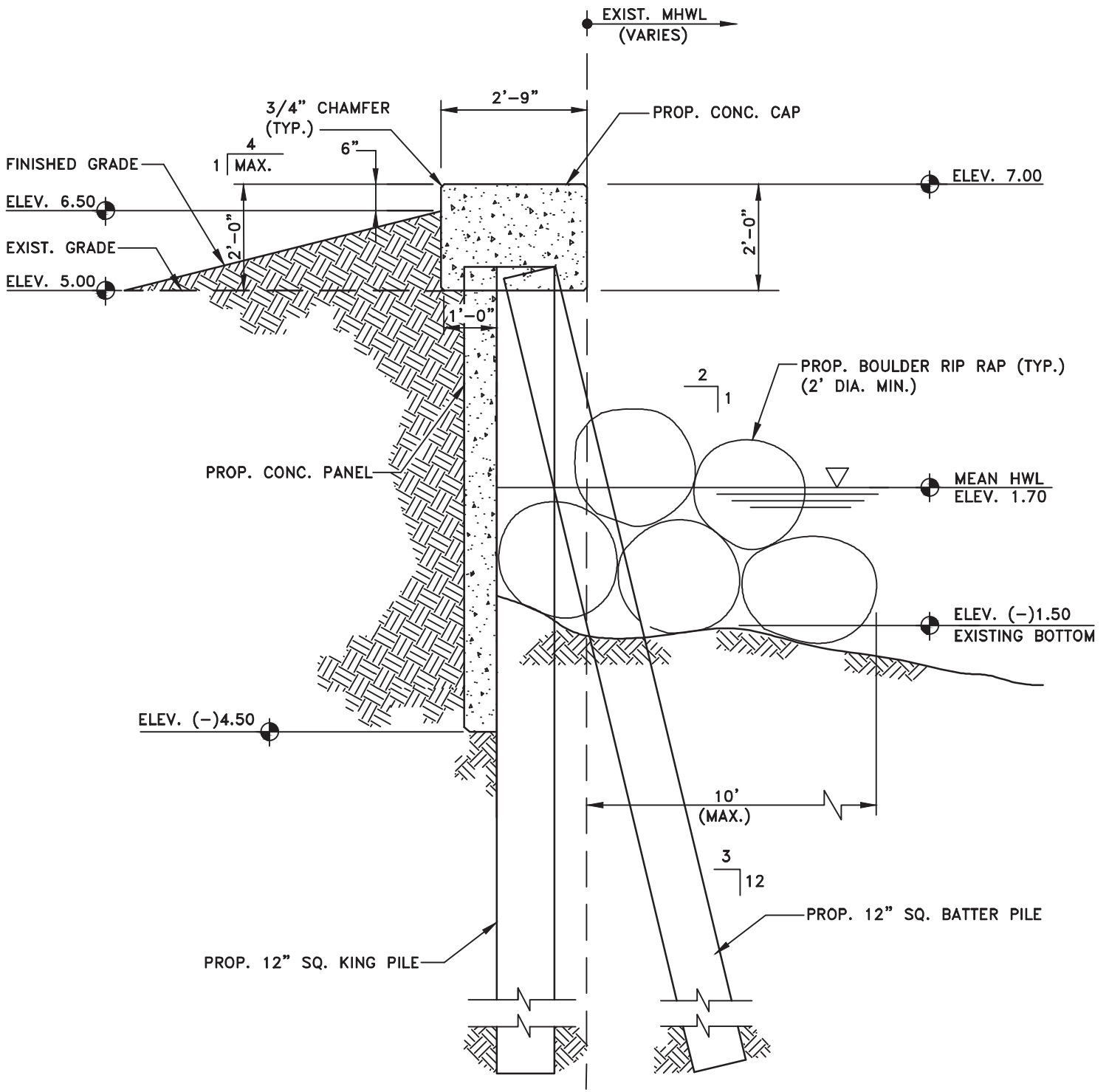
COUNTY OF MIAMI-DADE, STATE OF FLORIDA
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 Miami- County
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 REV.: 02-02-23
 REV.: 02-04-22
 SHEET 5 OF 10
 DATE: 04-13-20



SCALE: 1" = 20'

PURPOSE: PS#110 PROPOSED SITE PLAN
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
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 SHEET 6 OF 10
 DATE: 04-13-20



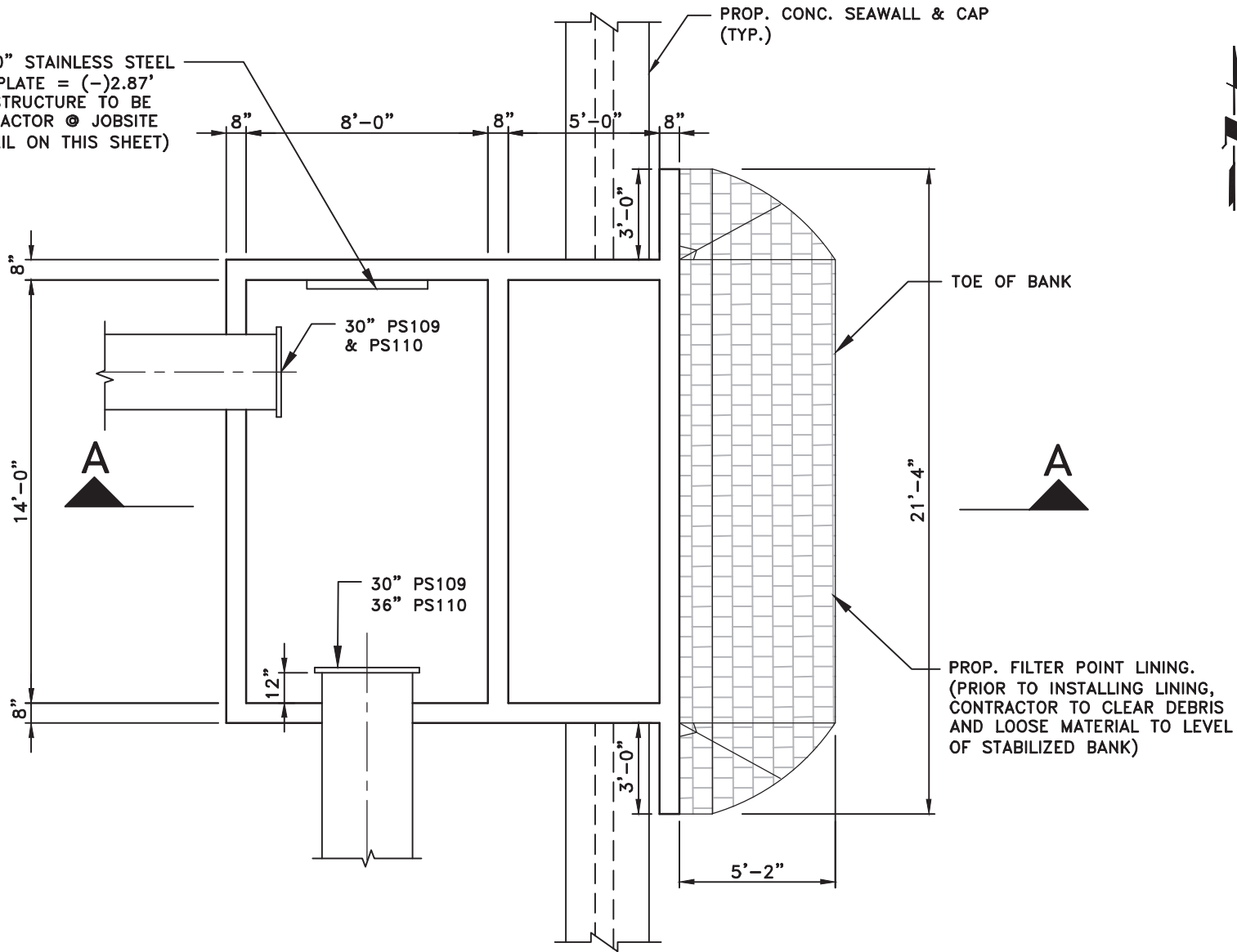
SECTION A-A
 SCALE: 3/8" = 1'-0"

PURPOSE: PS#110 SEAWALL SECTION
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
 GRAEF-USA Inc.
 9400 South Dadeland Boulevard, Suite 601
 Miami, Florida 33156

COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
 Works Department
 Miami, Florida 33128
 SHEET 7 OF 10

REV.: 02-02-23
 REV.: 02-04-22
 DATE: 04-13-20

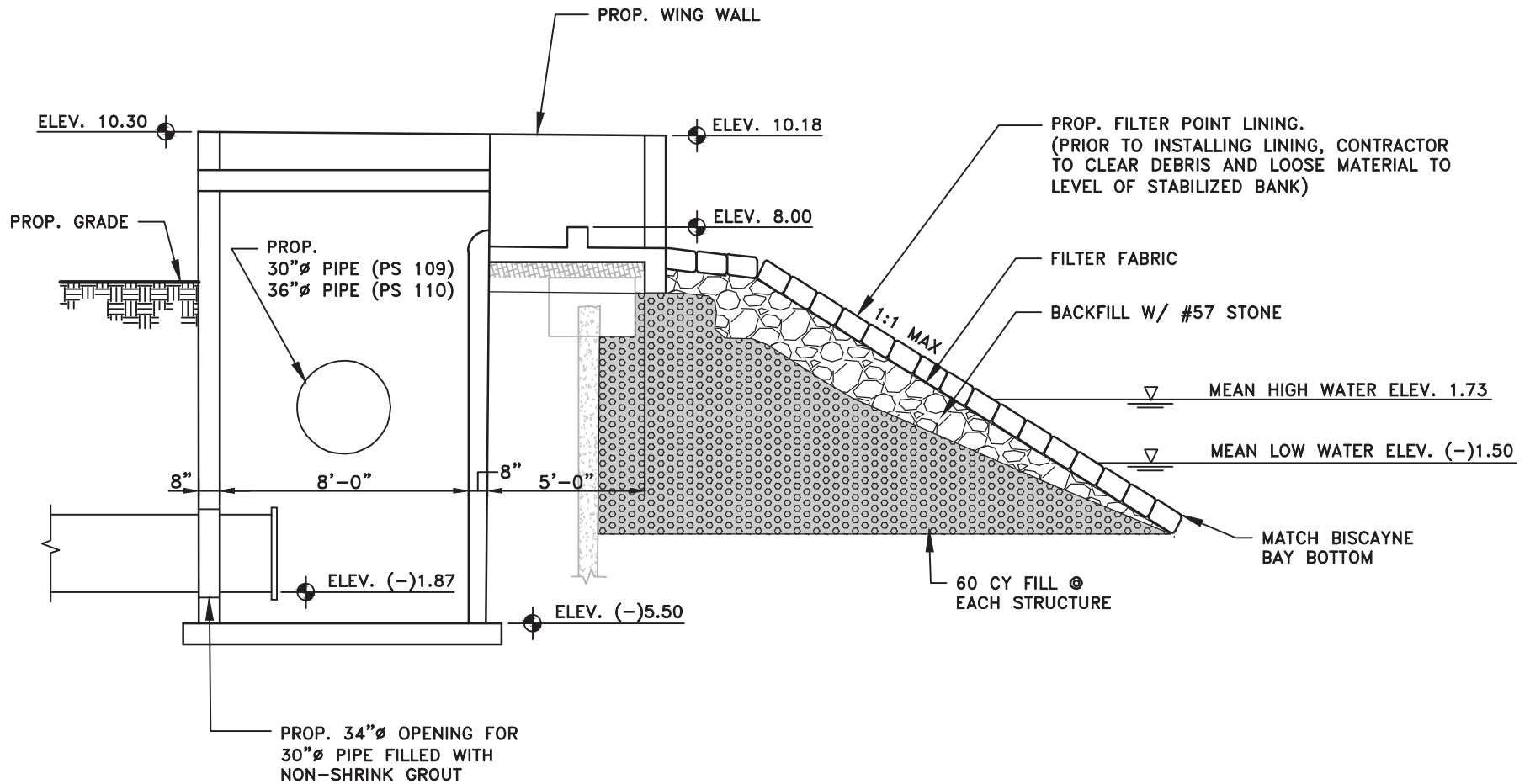
PROP. 60" X 60" STAINLESS STEEL
 PLATE INV. OF PLATE = (-)2.87'
 ANCHORED TO STRUCTURE TO BE
 DONE BY CONTRACTOR @ JOBSITE
 (REFER TO DETAIL ON THIS SHEET)



N.T.S.

PURPOSE: ENERGY DISSIPATOR – PLAN VIEW
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
 GRAEF-USA Inc.
 9400 South Dadeland Boulevard, Suite 601
 Miami, Florida 33156

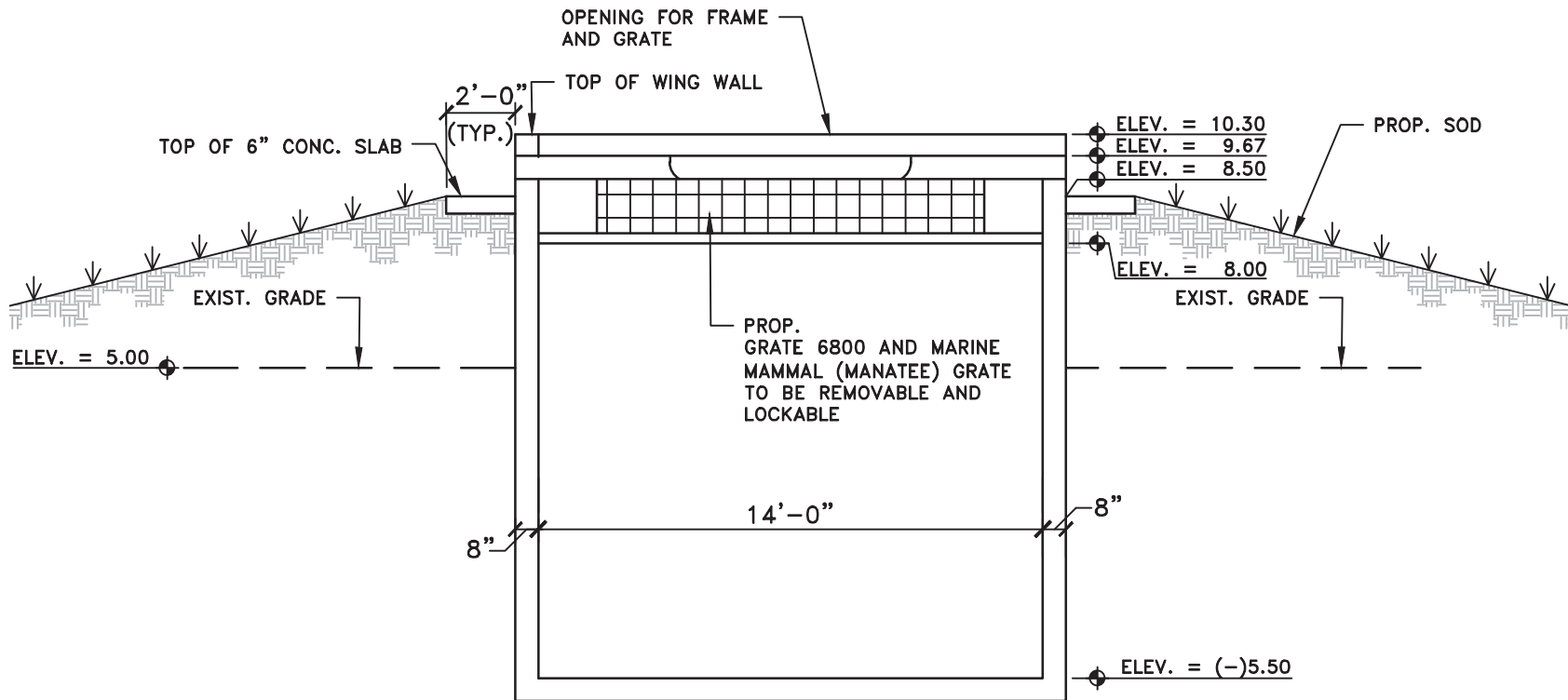
COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
 Works Department
 Miami, Florida 33128
 REV.: 02-02-23
 REV.: 02-04-22
 SHEET 8 OF 10 DATE: 04-13-20



N.T.S.

PURPOSE: ENERGY DISSIPATOR – SECTION A-A
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
 GRAEF-USA Inc.
 9400 South Dadeland Boulevard, Suite 601
 Miami, Florida 33156

COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
 Works Department
 Miami, Florida 33128
 REV.: 02-02-23
 REV.: 02-04-22
 SHEET 9 OF 10 DATE: 04-13-20



N.T.S.

PURPOSE: ENERGY DISSIPATOR – FRONT VIEW
 PROJECT: BISCAYNE SHORES PUMP
 STATION NO.'S 109 & 110 RETROFIT
 DATUM: NGVD
 PREPARED BY:
 GRAEF-USA Inc.
 9400 South Dadeland Boulevard, Suite 601
 Miami, Florida 33156

COUNTY OF MIAMI-DADE, STATE OF FLORIDA
 APPLICATION BY:
 Miami-Dade County
 Transportation & Public
 Works Department
 Miami, Florida 33128

REV.: 02-02-23
 SHEET 10 OF 10
 DATE: 02-04-22



South Florida Water Management District
Individual Environmental Resource Permit No. 13-105686-P
Date Issued: December 7, 2021

Permittee: Miami Dade County Transportation and Public Works
111 NW 1st Street 15th Floor
Miami, FL 33128

Project: Miami-Dade County Transportation & Public Works Dept

Application No. 200722-3926

Location: Miami-Dade County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached General Conditions for Authorizations.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

A handwritten signature in blue ink, appearing to read "Gary R. Priest".

Gary R. Priest, P.E.
Engineering Section Administrator, Environmental Resource Bureau

**South Florida Water Management District
Individual Environmental Resource Permit No. 13-105686-P**

Date Issued: December 7, 2021 **Expiration Date:** December 7, 2026

Project Name: Miami-Dade County Transportation & Public Works Dept

Permittee: Miami Dade County Transportation and Public Works
111 NW 1st Street 15th Floor
Miami, FL 33128

Operating Entity: Miami Dade County Transportation and Public Works
111 NW 1st Street 15th Floor
Miami, FL 33128

Location: Miami Dade County

Permit Acres: 1.00 acres

Project Land Use: Government or Institutional

Special Drainage District: N/A

Water Body Classification: CLASS III

FDEP Water Body ID: 3226H

Wetland and Surface Water Impacts: 0.013 acres

Conservation Easement to District: No

Sovereign Submerged Lands: Yes **Type:** Letter of Consent

Project Summary

This Environmental Resource Permit authorizes Construction and Operation of a stormwater pump station improvement project consisting a 1.0 acre development known as Miami-Dade County Transportation & Public Works Dept. This permit authorizes use of Sovereign Submerged Lands by a Letter of Consent.

The proposed project is for improvements to two existing pump stations in Miami-Dade county. The improvements include the installation of an energy dissipator box, rip-rap revetment installation and backfill and in-kind pump replacement of old pumps at the NE 110th Street pump station. No new development and no changes to existing SWM systems are proposed. Please refer to Exhibit No. 2.0 for plans.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C..

Site Description

The project consists of two sites located at NE 109th Street and NE 110th Street and North Bayshore Drive, Miami, in and adjacent to Biscayne Bay (Exhibit 1.0). Both sites contain pump station facilities and maintained grass on the uplands and sandy submerged bottom and rock

rubble beyond the shoreline features. At NE 109th Street the shoreline is a concrete headwall with riprap and at NE 110th Street, the shoreline is a seawall and riprap.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Background

The project site was previously permitted on August 10, 1995 under Permit No. 13-00820-S, which authorized a stormwater management system to correct street flooding and improve the quality of stormwater discharge by retrofitting and upgrading the existing system that serves 205.27 acres of residential development known as Biscayne Shores. The improvements included grassed swales, exfiltration trench, drainage wells, and three pump stations (one existing, with two proposed). Runoff from the project is routed to the exfiltration trench system and drainage wells which are designed to retain in excess of the 5-year, 24-hour storm. Overflow from the exfiltration trench and drainage well system during more severe storm events are directed via the two pump stations in Basin 4 into Biscayne Bay.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the stormwater management system will be the responsibility of Miami Dade County Transportation and Public Works. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

Engineering Evaluation:

Stormwater Management System Design

As authorized by Permit No. 13-00820-S, the existing stormwater management system provides water quality treatment. This permit does not authorize additional imperviousness or development.

Certification, Operation, and Maintenance

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

Environmental Evaluation:

Wetlands and Other Surface Waters

Construction of a new outfall, dissipator box, and riprap revetment will occur on 0.013 acres of submerged bottom in tidal surface waters of Biscayne Bay Aquatic Preserve, Outstanding Florida Waters. The submerged bottom in the project footprint consists of sand and rock rubble. Seagrasses are located within a band with a landward edge approximately 12 feet waterward of the headwall and seawall at the two new outfall locations, as depicted on Exhibit 2.0. The project has been designed to prevent encroachment into the seagrasses and to incorporate scour protection to reduce the potential for erosion during long-term operation of the outfall. Additionally, turbidity curtains will be deployed prior to construction and maintained during all construction activities to isolate the work area from the adjacent seagrasses. A permit special condition requires identification and marking of the landward boundary of seagrasses prior to construction. No impacts to seagrasses or other resources are anticipated to occur as a result of the activities.

Fish, Wildlife, and Listed Species

The project site is within surface waters that provide habitat for manatees, and manatees are known to occur in Biscayne Bay. The project shall be constructed in accordance with the Standard Manatee Construction Conditions and manatee exclusion grates are incorporated into the outfall design (see Exhibit 2.0 and Special Conditions). The project will be constructed using land-based equipment.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Sovereignty Submerged Lands

The outfalls and riprap revetments are located on sovereignty submerged lands - lands owned by the State of Florida; therefore, it requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. The District is delegated the authority to take final agency action for this application on behalf of the Board of Trustees, pursuant to Rule 18-21.0051(2), F.A.C.

The discharge structure and riprap are located no more than ten feet waterward of the line of mean high water. The District has determined that the activity qualifies for a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the conditions herein.

Biscayne Bay Aquatic Preserve (Outstanding Florida Waters)

The project is subject to review for compliance with the provisions of Chapter 258.397, F.S. and Chapter 18-18, F.A.C., regarding Biscayne Bay Aquatic Preserve. The District has determined that the activities are consistent with these rules and criteria and their intent to preserve the biological and aesthetic values and utility of the preserve. Specifically, the project is a public necessity provided by a public utility to alleviate flooding and has been designed in the minimum footprint necessary, incorporating riprap, a flow dissipator and other features to address the potential for erosion and scour which is an improvement over current conditions [section 258.397(3), F.S. and subsections 18-18.005(2) and 18.006, F.A.C.].

The District provided public notice of the project in the Florida Administrative Register and the Miami Herald, in accordance with section 18-18.014(5), F.A.C. The District did not receive any comments in response to the notice.

**Environmental Evaluation Tables:
Summary**

Wetlands and Other Surface Waters: 0 acres
 Direct Impacts: 0.013 acres
 Secondary impacts: 0 acres
 Net UMAM Functional Loss/ Gain: 0 units
 Total Onsite Mitigation Area: 0 acres
 Total Offsite Mitigation Area: 0 acres
 Mitigation Provided in Permit No.:

Wetlands and Other Surface Waters

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
OSW	0.013	Works in Surface Waters	Bays and Estuaries			0.000
Total: 0.013						0.000

Related Concerns:**Water Use Permit Status**

The applicant has indicated that irrigation and dewatering are not required for the project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service

Not applicable.

Historical/ Archeological Resources

No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places. This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

- applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

General Conditions for Authorizations for Use of Sovereign Submerged Lands, Rule 18-21.004(7), F.A.C.

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for aquaculture activities and geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or Chapter 258, Part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the stormwater management system shall be the responsibility of Miami Dade County Transportation and Public Works. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.
3. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
4. Prior to construction in Biscayne Bay, the landward boundary of seagrasses shall be identified with non-destructive markers such as bouys or stakes that are visible above the water surface. Seagrass identification and marking shall be conducted by qualified personnel experienced with local seagrass identification. Extreme care shall be taken to ensure that seagrasses are not impacted by the proposed activities. The markers shall remain in place and be maintained in good functional condition until all adjacent construction activities in the water have been completed. The markers shall be removed and properly disposed upon completion of construction in the vicinity of the seagrasses.
5. The permittee has indicated barges are not proposed to be used for construction. All work shall be conducted from the uplands.
6. Silt screens, or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction adjacent to other surface waters in accordance with Exhibit No. 2.0 and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the surface waters.
7. A turbidity control plan shall be implemented in accordance with Exhibit No. 2.0. Prior to the commencement of construction in Biscayne Bay, floating turbidity curtains with weighted skirts that extend to the bottom of the Bay shall be properly installed to isolate adjacent waters from the work area. The floating turbidity curtains shall be maintained and shall remain in place until all construction is complete and turbidity levels in the project area meet OFW standards. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

8. A water quality monitoring program shall be implemented as outlined below and depicted in Exhibit 2.0:

Turbidity expressed in nephelometric turbidity units (note). Background samples shall be taken 200 feet upstream of any construction activity within adjacent surface waters. Compliance samples shall be taken just beyond the work area contained by the turbidity curtains.

Samples shall be taken twice daily, with at least a four-hour interval, during all work authorized by this permit.

Monitoring shall begin on the first day of construction for all activities within or adjacent to surface waters. The monitoring data must demonstrate that turbidity levels beyond the work area of all activities meets OFW standards.

If monitoring shows such levels to be exceeded, construction shall cease and District compliance staff shall be notified immediately. Work shall not resume until District staff is satisfied that adequate corrective measures have been taken and turbidity has returned to acceptable levels. All monitoring data shall be maintained on site and be available to District staff during regular business hours.

The content of the data shall include:

- 1) permit and application number;
- (2) dates of sampling and analysis;
- (3) statement describing the methods used in collection, handling, storage and analysis of the samples;
- (4) a map indicating the sampling locations and
- (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data.

Monitoring reports shall also include the following information for each sample that is taken:

- (a) time of day samples taken;
- (b) depth of water body;
- (c) depth of samples;
- (d) antecedent weather conditions;
- (e) wind direction and velocity;
- (f) direction of tide.

9. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

10. Manatee exclusion devices (such as grating or valves) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees, in accordance with Exhibit No. 2.0. If horizontal or vertical bars are used, no more than 8 inch gaps on center shall be allowed. Grates or valves shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

11. STANDARD MANATEE CONDITIONS FOR IN-WATER WORK (2011)

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8.5" by 11" explaining the requirements for Idle Speed/No Wake and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

Project Work Schedule for Permit No. 13-105686-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	12/07/2021	Construction Commencement Notice	Prior to Construction	
GC 6	12/07/2021	Submit Certification	30 Days After Construction Completion	
GC 7	12/07/2021	Submit Operation Transfer Request	Within 30 days of Certification	
SC 3	12/07/2021	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

Department of Regulatory and Economic Resources

Department of Regulatory and Economic Resources

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Miami-Dade County - RER

Miami-Dade County - RER

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 200722-3926 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Plans](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2020-03063 (NWP-AMG)

2. **Permittee Information:**

Name: _____

Email: _____

Address: _____

Phone: _____

3. **Construction Start Date:** _____

4. **Contact to Schedule Inspection:**

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ-2023-00306 (NWP-AMG)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2020-03063

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2023-00306

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

**TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____**

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2020-03063(NWP-AMG)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2023-00306 (NWP-AMG)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

SECTION 8: ENGINEERING DRAWINGS

ENGINEERING DRAWINGS ARE PROVIDED SEPARATELY