



FY2022-2023 Recreational Trails Program (RTP) Grant Management Onboarding Webinar

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Division of State Lands / Land and Recreation Grants Section
Florida Department of Environmental Protection

Tallahassee | April 5, 2023



AGENDA

- Program Overview and Purpose
- Grant Agreement
- NEPA Documentation
- Commencement Documentation
- Project Liaison Form
- Status Reports
- Proof of Insurance
- Amendments
- Completion Documentation
- Reimbursement Documentation
- Post Completion Requirements
- Questions or Comments





PROGRAM OVERVIEW AND PURPOSE

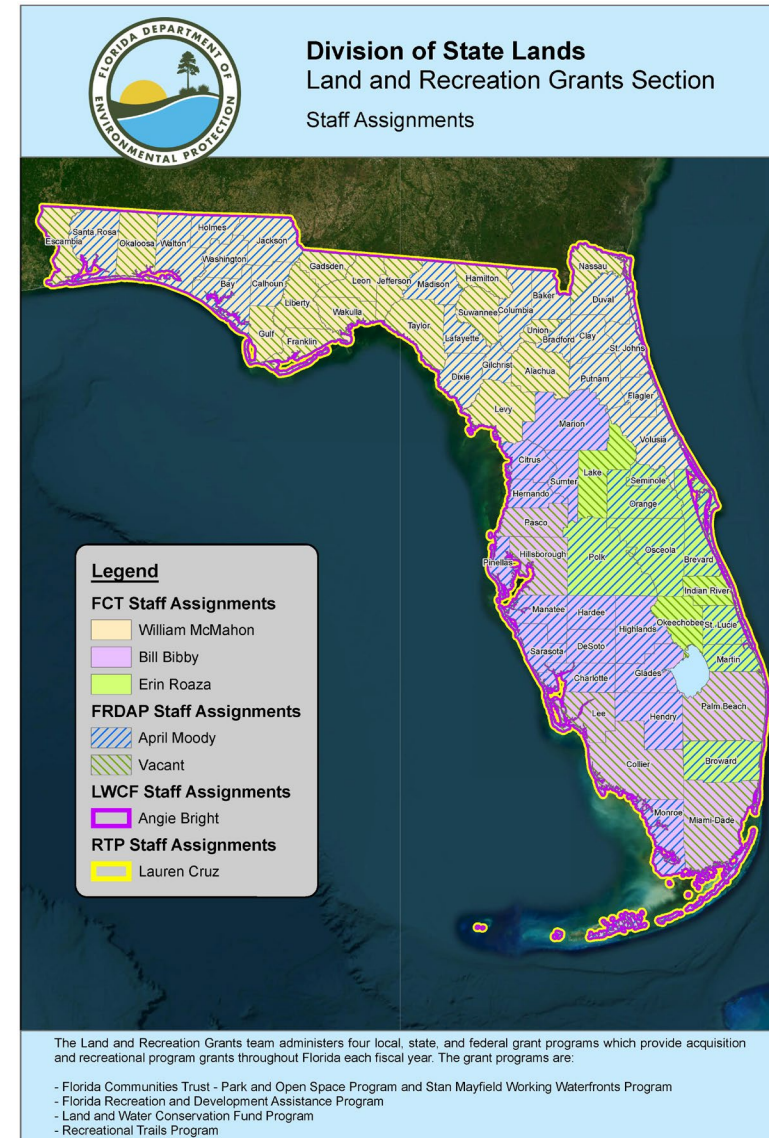
FY22-23 RTP Grant Management
Onboarding Webinar



LAND RECREATION GRANTS STAFF ASSIGNMENTS

Land and Recreation Grants Section

- Florida Communities Trust (FCT)
 - Parks and Open Space
 - Stan Mayfield Working Waterfronts
- Florida Recreation Development Assistance Program (FRDAP)
- Land and Water Conservation Fund (LWCF)
 - Outdoor Recreation Legacy Partnership (ORLP) Program
 - Readiness and Environmental Protection Integration (REPI) Program
- Recreational Trails Program





PROGRAM OVERVIEW AND PURPOSE

The Florida Department of Environmental Protection (DEP), pursuant to Memorandum of Agreement dated August 1, 1993, is authorized to establish the Recreational Trails Program to provide financial assistance to qualified local governmental entities for the development of recreational trails, trailheads and trailside facilities.

The Recreational Trails Program is a federally funded competitive grant program administered by the Florida Department of Environmental Protection (DEP) in coordination with the Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA) Florida Division.



RTP ADMINISTRATIVE RULE

[Rule Chapter 62S-2, F.A.C.](#)

Outlines all the rules that govern the RTP program

The Rule is a great source of programmatic information in addition to the terms outlined in your grant agreement.

The screenshot shows the Florida Department of State website. At the top, there are links for "About Us", "Contact Us", "Help", and "Agency Login". The main header features the Florida Department of State logo and the text "FLORIDA ADMINISTRATIVE CODE & FLORIDA ADMINISTRATIVE REGISTER". Below the header, there are navigation links: "Home", "Advanced Search", "MyFLRules", and "Rules Open for Comments". The main content area displays "Rule Chapter: 62S-2" and "Chapter Title: RECREATIONAL TRAILS PROGRAM". There is a "View Chapter:" link with a document icon and the text "62S-2". To the right, there is a folder icon and a link "Add to MyFLRules Favorites". Below this, there is a section titled "View Individual Rules" with a sub-instruction: "Click on the word icon to view the latest rule version. Or click on the rule number to see the detail of the rule." A table lists the individual rules for Chapter 62S-2.

Latest Version	Rule No.	Rule Title	Effective Date
	62S-2.070	Definitions	5/1/2001
	62S-2.071	General Requirements	5/1/2001
	62S-2.072	Application Requirements and Processing	5/1/2001
	62S-2.073	Evaluation Criteria	5/1/2001
	62S-2.074	Federal Approval	5/1/2001
	62S-2.075	Grant Administration	5/1/2001
	62S-2.076	Compliance Responsibilities	5/1/2001



GRANT AGREEMENT

FY22-23 RTP Grant Management
Onboarding Webinar



GRANT AGREEMENT

The project grant agreement, or contract, is the device which allows the Grantee and the Department to establish and agree upon the specific responsibilities for the administration of the grant award. The contract incorporates and references the administrative rule and the financial reporting procedures.

The project grant agreement is a basic, standardized contract created for each individual grant project.





RECEIPT OF GRANT AGREEMENT

The Grantee will receive electronic notification when a Grant Agreement is ready for review, approval and signature.

Please read and familiarize yourself with the agreement as this document contains important information concerning your responsibilities as a Grantee. We understand that some recipients depend on consultants to assist with their projects. However, please understand that **the Grantee serves as the legally responsible partner for approved projects and all that they encompass.** The grant agreements are executed between the Grantee and the State of Florida – Department of Environmental Protection. As such, Grantees will ultimately be held accountable for complying with the agreement terms and knowing the status of their approved project.

It is the responsibility of the Grantee to inform the Department of any revisions to the agreement that may be required. All revision requests will be forwarded to the Department's program attorney for further review and approval. **Please keep in mind that certain language contained in the grant agreement cannot be changed as the contract and all its attachments are a template which applies to all RTP grants.**



RECEIPT OF GRANT AGREEMENT

If no revisions are requested, please have the appropriate signatory authority sign the provided draft and return the agreement to our office.

The Department typically requests that the agreement be signed and returned within 45 calendar-days. However, we understand the document must undergo individual proprietary processes. Therefore, if you anticipate it will take longer than 45 days to be signed and returned to the Department, please keep your RTP coordinator updated on the status.

Signed draft grant agreements may be returned via electronic mail. This method is the most secure and ensures that documents are not misplaced.

Electronic and digital signatures are acceptable. DEP no longer executes documents via handwritten signatures, since Department processes have changed due to COVID-19. These signature methods will also apply to Amendments and all applicable project documentation.



EXAMPLE OF FY2022-2023 RTP STANDARD GRANT AGREEMENT

Section 1

Project Name
Agreement Number

Section 2

Agreement Parties

Section 3

Agreement Execution Date
Agreement Expiration Date

Section 4

Project Number
Project Scope of Work (SOW)

Section 5

Maximum Grant Award Amount
Required Grantee Match
Total Project Cost

Section 6

Grant Managers

Section 7

Attachments Incorporated by Reference

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement			
<i>This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:</i>			
1. Project Title (Project): Trailhead Preserve		Agreement Number: T2222	
2. Parties: State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)			
Grantee Name: City of Fellsmere		Entity Type: Local Government	
Grantee Address: 22 S. Orange Street, Fellsmere, FL 32948		FEID: 59-1237036 (Grantee)	
3. Agreement Begin Date: Upon Execution		Date of Expiration: Two Years From Date of Execution	
4. Project Number: T22022 (If different from Agreement Number)		Project Location(s): 11090 County Road 512, Fellsmere, FL 32948	
Project Description: Engineering, permitting, and construction of 10' x 1,000 L.F. (+/-10%) hard-surface trail, 10' x 600 L.F. (+/-10%) wooden boardwalk, trailside shade structure, trailhead restroom facility, and ADA parking and trail access.			
5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 400,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	RTP22	\$ 400,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 100,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 500,000.00
6. Department's Grant Manager Name: Lauren Cruz or successor		Grantee's Grant Manager Name: Laura Hammer or successor	
Address: 3800 Commonwealth Blvd MS 585 Tallahassee, FL 32399		Address: 22 S. Orange Street Fellsmere, FL 32948	
Phone: 850-245-2681		Phone: 772-646-6324	
Email: Lauren.Cruz@floridaDEP.gov		Email: Grantadmin@CityofFellsmere.org	
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 checked="" type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fidfs.com , in accordance with §215.985, F.S.			
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)			
<input checked="" type="checkbox"/> Additional Attachments (if necessary): Attachment 9: Form FHWA 1273			
<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 type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808			
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Appendices A&E; Exhibit G: 49 CFR 26.13; Exhibit H: Contractor Recipient General Terms and Conditions for Assistance Awards; Exhibit I: Common Carrier or Contracted Carrier Attestation Form PUR1808			
DEP Agreement No. T2222		Rev. 10/25/22	



EXAMPLE OF FY2022-2023 RTP STANDARD GRANT AGREEMENT

Grantee Signature Block

Please make sure to print name and title of signatory authority.
DEP will not sign without this information.

DEP Signature Block

The date of this signature is the Agreement Execution Date. Also,
the date in which your project timeline begins.

	\$0 - \$325,000	\$325,001 - \$1,000,000	\$1,000,001 - Above
RTP	Division Director	Deputy Secretary	Secretary or Designee

**The date of DEP's signature is the Agreement Execution Date.
This date is when your project timeline begins.**

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):	12RECT022
Federal Award Date to Department:	10/01/2022
Total Federal Funds Obligated by this Agreement:	\$400,000
Federal Awarding Agency:	U.S. Department of Transportation - Federal Highway Administration
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Fellsmere	GRANTEE
By _____	_____
(Authorized Signature)	Date Signed
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	_____
Secretary or Designee	Date Signed
Print Name and Title of Person Signing	

Additional signatures attached on separate page.

DEP Agreement No. T2222

Rev. 10/25/22



ATTACHMENT 1 STANDARD TERMS AND CONDITIONS

PAGE 1

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.

2.a. Order of Precedence

If there are conflicting provisions among the documents that make up the Agreement, please refer to this Attachment for the order of precedence for accurate interpretation of the Agreement.

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement (Section 7)
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement (Section 7)



ATTACHMENT 1 STANDARD TERMS AND CONDITIONS

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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

5. Performance Measures

The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by the Grantee meet the Agreement requirements.

6.a Acceptance Process

All deliverables must be received and accepted in writing by the 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.

6.b Rejection of Deliverables

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 the Department in accordance with the Agreement requirements.

7.a Withholding Payment

The State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform and/or comply with the provisions of this Agreement.



ATTACHMENT 1 STANDARD TERMS AND CONDITIONS

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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/Division/AAManuals/documents/ReferenceGuideforStateExpenditures.pdf>

e. 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.

f. 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.

g. 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.

h. 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.

i. 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: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payment 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:

8.c. Maximum Amount of Agreement

The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement (Section 5). Any additional funds necessary for the completion of this project are the responsibility of the Grantee.

8.e. Invoice Detail

The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan.

8.g. Final Payment Request

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment.



ATTACHMENT 1 STANDARD TERMS AND CONDITIONS

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- 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 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, 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 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

9. Documentation Required for Cost Reimbursement Grant Agreement and Match

If cost reimbursement or match is authorized, the following supporting documentation must be provided to substantiate cost reimbursement or match requirements for the budget categories listed.

- a. Salary/Wages (Grantee Labor Costs)
- b. Overhead/Indirect/General and Administrative Costs (Fringe Benefits)
- c. Contractual Costs (Subcontractors)
- f. Rental/Lease of Equipment
- g. Miscellaneous/Other Expenses (Direct Material Purchases)



ATTACHMENT 1 STANDARD TERMS AND CONDITIONS

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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:

- 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.
- 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.
- No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

12.c. Proof of Insurance

12.d. Duty to Maintain Coverage

We will discuss Proof of Insurance in more detail during the Commencement Documentation portion of this webinar.



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- 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

13.b. Termination for Cause

The Department may terminate this Agreement if any of the events of default described in the Events of Default provision occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement.

15. Events of Default

The following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- 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.
- 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.
- h. Failure to maintain the insurance required by this Agreement.

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.



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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.

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 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 the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within 5 days after the date the Grantee first has 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 the Department.

18. Indemnification

The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description.



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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. 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.

26. 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

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
- Registration Requirements

The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

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

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.
- b. All manufactured products used in the project are produced in the United States.
- c. All construction materials are manufactured in the United States.



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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.

27. 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/>).

28. Audit.

- 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/fga/>.
- 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.

27. 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.

28.e. No Commingling of Funds

The accounting systems for all Grantees must ensure that RTP funds are not commingled with funds from other agencies.



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- 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.

29. 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.

30. Independent Contractor.

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

31. 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.

32. 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.

33. 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.

34. 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

28.e. No Commingling of Funds (cont'd)

Grantees are prohibited from commingling 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.

Grantees shall (a) obtain separate invoicing for their RTP project and (b) separate and identify the work and amounts for the construction costs of the RTP project elements in their bids.



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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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

39. *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.



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2.b. Extensions

There are two one-year extension available to the Grantee, if requested in writing, for good cause, subject to the conditions in Rule 62S-2.075(7)(a), F.A.C. There are no other extensions available for this Project.

3.a. Compensation

This is a cost reimbursement Agreement.

3.b. Invoicing

Invoicing will occur after approval of each deliverable.

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:

Reimbursement	Match	Category
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. T2222

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.

- Scope of Work.**
The Project funded under this Agreement is Trailhead Preserve. The Project is defined in more detail in Attachment 3, Grant Work Plan.
- Duration.**
 - Reimbursement Period.** The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
 - Extensions.** There are two one-year extensions available to the Grantee, if requested in writing, for good cause, subject to the conditions in Rule 62S-2.075(7)(a), F.A.C. There are no other extensions available for this Project.
 - Service Periods.** Additional service periods are not authorized under this Agreement.
- Payment Provisions.**
 - Compensation.** This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
 - Invoicing.** Invoicing will occur after approval of the final deliverable(s).
 - Advance Pay.** Advance Pay is not authorized under this Agreement.
- 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:

Reimbursement	Match	Category
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, N/A.
<input checked="" type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Land Acquisition

- Equipment Purchase.**
 - Pursuant to Paragraph 62S-2.076(1)(b), F.A.C., all equipment purchased with RTP funds is to be used for trail maintenance and construction purposes on those trails indicated in the Project application. The equipment shall be stored and maintained per the manufacturer's recommendations. The equipment shall be available for inspection by Department staff.
 - On July 1 of each year, the Grantee will submit proof of insurance for the current fiscal year, and an annual report indicating the previous year's operating and maintenance schedule.
 - All equipment whose value is in excess of \$5,000 remains property of FHWA and shall be surplused in accordance with their guidance. All equipment whose value has depreciated to less than \$5,000 but greater



ATTACHMENT 2 SPECIAL TERMS AND CONDITIONS

PAGE 2

7. Match Requirements

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. Final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Selected and verified by Grantee before execution of Agreement. Required amounts listed in this section must be included on the insurance certificate.

- than zero will be surplus in accordance with F.S. 274.05, Surplus Property. Should the equipment be lost or stolen, it is the Grantee's responsibility to replace the equipment at its current value, as determined by the Department.
- b. The Grantee shall be responsible for maintaining compliance with all state and federal equipment requirements.
 - i. The Grantee shall comply with all federal equipment requirements set forth in 2 CFR §200.313, including property management and reporting requirements pursuant to 2 CFR §200.313(d), and paragraph 5.B. of this Agreement.
 - ii. The Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
 - iii. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.
7. Match Requirements
The Agreement requires at least a 20% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$100,000 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on January 9, 2023 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.
All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in subsection 62S-2.071(4)(b), F.A.C. Grantee acknowledges and agrees not to provide ineligible match sources which includes value of real property or inmate labor.
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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may 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. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
 - 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 Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. 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 and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
 - d. Other Insurance. None.



ATTACHMENT 2 SPECIAL TERMS AND CONDITIONS

PAGE 3

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.

Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

The Grantee shall physically attach the attachments and exhibits listed herein to all subcontracts executed under this Agreement.

- **Attachment 8**, Contract Provisions for DOT Funded Agreements
- **Attachment 9**, Form FHWA 1273, Required Contract Provisions Federal-Aid Construction Contracts
- **Exhibit F**, Appendices A & E
- **Exhibit G**, 49 CFR §26.13
- **Exhibit H**, FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards

9. **Quality Assurance Requirements.**
There are no special Quality Assurance requirements under this Agreement.
10. **Retainage.**
No retainage is required under this Agreement.
11. **Subcontracting.**
- a. 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. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.
 - b. The Grantee shall physically attach: (1) Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements; (2) Attachment 9, Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts; (3) Exhibit F, Appendices A and E; (4) Exhibit G, 49 CFR §26.13; and (5) Exhibit H, FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards to all subcontracts executed 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.**
None.



ATTACHMENT 3, GRANT WORK PLAN

**ATTACHMENT 3
GRANT WORK PLAN
RECREATIONAL TRAILS PROGRAM (RTP)**

Project Name: Trailhead Preserve
Grantee Name: City of Fellsmere
RTP Project # T22022

SUMMARY: The Grantee will complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.) and the FHWA Recreational Trails Program Interim Guidance Manual. Any alteration(s) to the Project Element(s) defined in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the RTP Advisory Committee's Priority List for FY2021-2022 is considered a significant change, must be pre-approved by the Department, and requires a formal Amendment to this Agreement. All work must be completed in accordance with laws, rules, and guidance including, but not limited to: local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to the Department issuing a Notice to Proceed to the Grantee, as specified in Attachment 6, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Department will designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department may retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62S-2.075(7)(e), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project being designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The project is located at 11090 County Road 512, Fellsmere, FL 32948 and is a nonmotorized, diverse use trail.

BUDGET: Reimbursement for allowable costs for the Project may not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services as set forth in subsection 62S-2.071(4), F.A.C. Grantee shall maintain an accounting system that meets generally accepted accounting principles and will maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved RTP Application. A detailed Project cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the Notice to Proceed. All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 400,000
Required Grantee Match Amount:	\$ 100,000
Total Estimated Project Cost:	\$ 500,000
Match Ratio:	80:20

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1	DELIVERABLE 1		
I.A. Approval of required NEPA documentation by FDOT.	I.A. Submission through SWEPT and approval of required NEPA documentation by FDOT.	Deliverable 1.A. 180 days after	The Department will terminate the Project Agreement if the required

Project Name
Grantee Name
Project Number (T22XXX)

Project Location (Physical Address)
Project Category (Motorized or Non-Motorized)
Project Use (Single or Diverse)

Maximum Grant Award Amount
Required Grantee Match Amount
Total Estimated Project Cost
Match Ratio (RTP : Grantee)



ATTACHMENT 3, GRANT WORK PLAN

PAGE 1 & 2

TASK 1

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Approval of required NEPA documentation by FDOT.</p> <p>1.B. Development of Commencement Documentation Checklist (OGT-11)¹.</p> <p>1.C. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>1.A. Submission through SWEPT and approval of required NEPA documentation by FDOT.</p> <p>1.B. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (OGT-11).</p> <p>1.C. Cost Analysis Form with detailed budget (and/or In-House Cost Schedule(s), if applicable).</p> <p>The Department will issue Notice to Proceed upon receipt and approval of deliverables 1.A., 1.B. and 1.C.</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not to exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below.</p> <p>The Grantee may not proceed with construction of the Project until Notice to Proceed has been issued.</p>	<p>Deliverable 1.A. 180 days after Execution of Agreement²</p> <p>Deliverables 1.B. and 1.C. 12 months after Execution of Agreement²</p>	<p>The Department will terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>

Task 1.A.
Approval of required NEPA documentation by FHWA.

Deliverable 1.A.
Submission through SWEPT and approval of required NEPA documentation by FHWA.

1.A. Due Date
180 days or 6 months after Execution of Agreement

Task 1.B
Development of Commencement Documentation Checklist (OGT-11).

Deliverable 1.B.
Submission and approval of all Commencement Documentation.

1.B. Due Date
12 months after Execution of Agreement

Task 1.C.
A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). AKA Budget Cost Analysis (BCA)

Deliverable 1.C.
Submission and approval of Budget Cost Analysis form.

1.C. Due Date
12 months after Execution of Agreement



ATTACHMENT 3, GRANT WORK PLAN

PAGE 1 & 2

TASK 1

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Approval of required NEPA documentation by FDOT. 1.B. Development of Commencement Documentation Checklist (OGT-11) ¹ . 1.C. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 1.A. Submission through SWEPT and approval of required NEPA documentation by FDOT. 1.B. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (OGT-11). 1.C. Cost Analysis Form with detailed budget (and/or In-House Cost Schedule(s), if applicable). The Department will issue Notice to Proceed upon receipt and approval of deliverables 1.A., 1.B. and 1.C. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not to exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. The Grantee may not proceed with construction of the Project until Notice to Proceed has been issued.	Deliverable 1.A. 180 days after Execution of Agreement ² Deliverables 1.B. and 1.C. 12 months after Execution of Agreement ²	The Department will terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

The Department will issue Notice to Proceed upon receipt and approval of deliverables 1.A., 1.B., and 1.C.

The Grantee may not proceed with construction of the project until Notice to Proceed has been issued. Any construction activities occurring prior to this will not be eligible for reimbursement.

Project planning expenses are eligible for reimbursement, if requested, and shall not exceed 15% of the total project cost and shall be invoiced upon project completion.

- Application Preparation
- Architectural and Engineering Fees
- Permitting Fees
- Project Inspection Fees
- Other Similar Fees

Financial Consequences for Task 1 include:

The Department will terminate the Project Agreement if the required deliverables are not submitted and approved by the Department.



ATTACHMENT 3, GRANT WORK PLAN

PAGE 2

TASK 2

<p>TASK 2</p> <p>2.A. Development of Project Elements, including: Engineering, permitting, and construction of 10' x 1,000 L.F. (+/-10%) hard-surface trail, 10' x 600 L.F. (+/-10%) wooden boardwalk, trailside shade structure, trailhead restroom facility, and ADA parking and trail access.</p> <p>2.B. Development of Completion of Documentation Checklist (OGT-13).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Project Completion Documentation Checklist (OGT-13).</p> <p>2.C. Final Status Report (DRP-109).</p>	<p>Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>
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Financial Consequences for Task 2 are:

No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Task 2.A.
Development of project elements (Scope of Work listed).

Deliverable 2.A.
Development and completion of required project elements.

2.A. Due Date
60 calendar days prior to the expiration of the Agreement, also known as the Project Completion Date.

Task 2.B.
Development of Completion Documentation Checklist (OGT-13).

Deliverable 2.B.
Submission and approval of all Completion documentation.

2.B. Due Date
60 calendar days prior to the expiration of the Agreement, also known as the Project Completion Date.

Task 1.C.
Completion of Final Status Report (DRP-109)

Deliverable 1.C.
Submission and approval of Final Status Report which indicates the project at 100% complete.

2.C. Due Date
60 calendar days prior to the expiration of the Agreement, also known as the Project Completion Date.



ATTACHMENT 3, GRANT WORK PLAN

PAGES 2 & 3

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of Project Deliverables, the Grantee may submit a **single payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. RTP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance> and/or, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
2. Project Agreement is subject to termination if NEPA documents under Task 1 are not received and approved by FDOT within 6 months of the Project Agreement execution.
3. Project Agreement is subject to termination if Commencement documents under Task 1 are not received and approved by the Department within 12 months of the Project Agreement execution.
4. This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

Upon review and approval by the Department's Grant Manager of the Project Completion Checklist (OGT-13) and the Deliverables (Task 1 & 2), the Grantee may proceed with the payment request submittal.

The Grantee may submit a **single payment request** along with all required documentation, as applicable, to support payment.

Project Agreement is subject to termination:

- a. If NEPA documents under Task 1 are not received and approved by FHWA within 6 months of Project Execution Date.
- b. If Commencement documents under Task 1 are not received and approved by DEP within 12 months of Project Execution Date.



ATTACHMENT 4 PUBLIC RECORDS REQUIREMENTS

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

Public Records

1.a. If the Agreement exceeds \$35,000 and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the 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 19.07(a), F.S.

1.b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.



ATTACHMENT 5 SPECIAL AUDIT REQUIREMENTS

PAGE 1

Attachment 5 is a requirement of the Florida Single Audit Act (FSAA) and the Comptrollers Office. The FSAA was created to track any grant-in-aid dollars being received by local governments.

Part 1: Federally Funded is applicable to RTP projects since the Recreational Trails Program is a federally funded grant program.

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 www.cfda.gov

Attachment 5
1 of 6



ATTACHMENT 5 SPECIAL AUDIT REQUIREMENTS

PAGES 2 & 3

Part IV: Report Submission outlines the various methods for submitting your audit reports and packages. This section continues to Page 3.

1.A. 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 or on behalf of the recipient *directly* to the Federal Audit Clearinghouse (FAC) at the following address:

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

PART II: STATE FUNDED

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

- 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 69L-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.
- 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.
- 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).
- 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

- 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.
 - 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/>.

- 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:
 - 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
 - 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.

- 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

- 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 SPECIAL AUDIT REQUIREMENTS

PAGE 4

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 DEP, or its designee, CFO, or Auditor General access to such records upon request.

The recipient shall ensure that audit working papers are made available to DEP, or its designee, CFO, 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 DEP.

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.



ATTACHMENT 5 SPECIAL AUDIT REQUIREMENTS

PAGES 5 & 6

Funds awarded pursuant to this Agreement are already listed. The funding amount consists of the amount of grant funds awarded for your project. If no other awarded resources are listed, total award should equal your RTP funding amount.

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
	U.S. Department of Transportation – Federal Highway Administration	20.219	Recreational Trails Program	\$ 400,000	140185
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.	

Attachment 5, Exhibit 1
5 of 7

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
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5, Exhibit 1
6 of 7



ATTACHMENT 6 PROGRAM SPECIFIC REQUIREMENTS

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS
FOR THE RECREATIONAL TRAILS GRANT PROGRAM

ATTACHMENT 6

1. **Project Submittal Forms.**

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at <https://floridaden.gov/lands/land-and-recreation-grants/content/rtp-assistance>, or by contacting the Department's Grant Manager.

2. **Notice to Proceed.**

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, OGT-11. In addition to the Checklist items, the Grantee shall submit a copy of the executed subcontract to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Proceed" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Proceed"**. The Grantee shall commence Task 2 Performance **within ninety (90) days** after the "Notice to Proceed" is issued by the Department, unless the Grantee requests an extension in writing for good cause, in accordance with the requirements of Rule 62S-2.075(7)(a), F.A.C. Until the Department issues the "Notice to Proceed," the Department is not obligated to reimburse Grantee for fees, costs or general expenses of any kind.

3. **RTP Guidelines.**

- i. This Agreement must be performed according to all applicable state and federal guidelines, including but not limited to, 23 U.S.C. § 206, Chapter 260, F.S., Chapter 62S-2, F.A.C., and the FHWA Recreational Trails Program Interim Guidance Manual (Manual). The Grantee acknowledges that receiving this grant does not guarantee that a federal, state, or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that Grantee has obtained all necessary permits prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.
- ii. The Department will terminate this Project Agreement if the Commencement Documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. The Department may extend this time period for good cause, such as a natural disaster, pursuant to subparagraph 62S-2.075(7)(d)3, F.A.C.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by USDOT at 2 CFR part 1201

4. **National Environmental Policy Act Compliance.**

The Grantee's compliance with the Florida Department of Transportation's (FDOT) Project Development and Environmental Manual (PD&E Manual), hereby incorporated by reference constitutes compliance with National Environmental Policy Act (NEPA) standards as more fully implemented pursuant to subsection 62S-2.074(1), F.A.C. The Department will terminate the Project Agreement if FDOT does not approve the required NEPA documentation.

5. **The following hereby replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

d. **Reimbursement for Costs.** Project costs will be reimbursed as provided in paragraph 62S-2.075(3)(a), F.A.C. and in the Project Agreement. The Grantee must incur costs between the effective date of, and the Project Completion Date identified in, the Project Agreement, except for Pre-agreement expenses. 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/Division/AA/Manuals/default.htm>. However, unless the Department issues the "Notice to Proceed," the Department is not obligated to reimburse Grantee for fees, costs or general expenses of any kind.

i. **Pre-agreement Expenses** means expenses incurred by a Grantee for an eligible RTP project after authorization by Federal Highway Administration (FHWA) but before full execution of the Agreement. RTP funds

1. *Project Submittal Forms*

All administrative forms, commencement forms, reimbursement forms, and project guidelines referenced in this Agreement may be found on the [RTP website](#).

2. *Notice to Proceed*

The Department will issue written "Notice to Proceed" upon satisfactory approval of all Commencement documentation. **The Grantee SHALL NOT proceed until the NTP is issued. Until the Department issues the NTP, the Department is not obligated to reimburse the Grantee for fees, costs, or general expenses of any kind.** The Grantee shall commence construction within 90 days after issuance of NTP.

3. *RTP Guidelines*

- i. The Grantee agrees to ensure that all necessary permits have been obtained prior to implementing any construction activity that may fall under applicable federal, state, or local laws. Copies of such required permits will be required along with Commencement documentation.
- ii. The Department will terminate the Agreement if Commencement documentation is not received and approved within 12 months of the project execution date. The Department may extend this time period for good cause.

5.d. The Grantee must incur costs between the effective date of, and the project completion date identified, except for pre-agreement expenses. 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.

5.d.i. Pre-agreement expenses means expenses incurred by a Grantee for an eligible RTP project after authorization by FHWA but before full execution of the Agreement. All funds not paid out after four (4) years will revert to FHWA pursuant to 62S-2.075(7)(a), F.A.C.



ATTACHMENT 6 PROGRAM SPECIFIC REQUIREMENTS

remaining after termination of a grant award or completion of Project will revert to the State's program funds under the provisions of the federal Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law) and subsection 62S-2.075(6), F.A.C. All funds not paid out after four (4) years will revert to FHWA pursuant to paragraph 62S-2.075(7)(a), F.A.C. The Grantee will be entitled to reimbursement of eligible Pre-agreement Expenses for expenses incurred after the Department provides notice of Project approval and before the effective date of this Agreement.

6. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature & the FHWA. 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 & the FHWA reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of RTP Program Funds.
7. The following hereby adds to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62S-3.075(3)(a), F.A.C., and as provided herein. The Grantee must incur all reimbursable Project costs between the Agreement Effective Date and the Project Completion Date. If the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraph 62S-2.075(3)(b), F.A.C., project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost. These costs must be incurred between the Agreement Begin Date and the Project Completion Date.
 - i. Applicants may seek reimbursement for costs related to the required approval under the National Environmental Policy Act ("NEPA"). These expenses are considered planning expenses, and are included in the 15% of total Project cost limit set forth in Rule 62S-2.075(3)(b), F.A.C. All eligible planning expenses related to NEPA approval must be incurred within 180 days of the Effective Date of the Agreement.
8. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

 - i. The Grantee must utilize Exhibit A, Project Status Report, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates, and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager will have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - ii. Additionally, the Grantee must comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
9. **Site Dedication.**
 - i. The Grantee agrees to dedicate for ninety-nine (99) years the Project Site and all land within the Project boundaries, which is developed or acquired with RTP Program Funds, as an outdoor recreational area for the use and benefit of the general public in accordance with Rule 62S-2.076, F.A.C. Land under control other than by ownership of the Grantee (e.g., by lease) must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The lease must not be revocable at will; must extend for twenty-five (25) years after Project Completion Date; and must include safeguards to ensure the use requirement enabling the Grantee to dedicate the land for the twenty-five (25) year period. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project Site in the event of default by the lessee (Grantee) or termination or expiration of the lease. The dedication must be recorded in the county's public property records by the Grantee, or in the case of a nonprofit Grantee, by the land owner. Execution of this Agreement by the Department constitutes an

7.k. Project Costs

The Grantee must incur all reimbursable project costs between the Agreement Execution Date and the Project Completion Date. If the total cost of the project exceeds the grant amount and the required match, the Grantee must pay the excess cost.

7.l.i. Cost Limits

Applicants may seek reimbursement for costs related to the required approval under the National Environmental Policy Act (NEPA). These expenses are considered planning expenses and are included in the 15% of the total project cost. All eligible planning expenses related to NEPA approval must be incurred within 180 days or 6 months of the Agreement Execution Date.

8. Status Reports

i. The Grantee must utilize Exhibit A, Project Status Report (DRP-109) to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates, and proposed work for the next reporting period. Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5 of each year.

9. Site Dedication

The Grantee agrees to dedicate for 99 years the Project Site and all land within the project boundaries, which is developed or acquired with RTP Program Funds, as an outdoor recreational area for the use and benefit of the general public in accordance with Rule 62S-2.076, F.A.C.

Land under control other than by ownership of the Grantee (i.e., by lease) must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of 25 years from the Project Completion Date as set forth in the Project Completion Certificate. The lease must not be revocable at will; must extend for 25 years after the Project Completion Date; and must include safeguards to ensure the use requirement enabling the Grantee to dedicate the land for the 25-year period.



ATTACHMENT 6 PROGRAM SPECIFIC REQUIREMENTS

acceptance of a Project Site dedication on behalf of the general public of the State of Florida. The Project Site(s) must be open at reasonable times and must be managed in a safe and attractive manner. The Grantee must obtain Department approval prior to any development of facilities on the Project Site. This Agreement is not transferable.

- ii. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

10. Management of Project Site.

- i. **Site Inspections.** Grantees must ensure by site inspections that facilities on the Project Site are being operated and maintained for public outdoor recreational purposes for a period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project Site must be open at reasonable times and managed in a safe and attractive manner.
- ii. **Non-Compliance.** The Department will terminate an Agreement and demand return of the program funds (including interest) if a Grantee fails to comply with the terms stated in the Agreement. If the Grantee fails to comply with the Agreement, the Department will declare the Grantee ineligible for further participation in RTP until such time as the Grantee comes into compliance.
- iii. **Public Accessibility.** All facilities must be accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, residence, or ability level.
- iv. **Entrance Fees.** Grantees may charge user fees for the Project Site, as described in the Manual. Reasonable differences in entrance fees for RTP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

11. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for accomplishment of this Project according to its adopted procurement procedures and applicable federal requirements identified in the FHWA Recreational Trails Guidance Manual.

12. Project Completion Certification.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, OGT-14, available online and incorporated herein by reference. The Project must be designated complete prior to release of final reimbursement.

13. Good Cause Extensions.

The Department staff will only extend this Agreement for good cause such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond Grantee's control.

14. Signage.

The Grantee must erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Recreational Trails Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

15. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62S-2, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest) and any equipment purchased with grant funds that has not been properly disposed of in accordance with the federal property management requirements set forth in 2 CFR Part 200, Subpart D (§§ 200.310 through 200.316). Furthermore, the Department shall declare the Grantee ineligible for further participation in RTP until such time as compliance has been obtained pursuant to subsection 62S-2.076(4).

9. Site Dedication *Continued*

The dedication must be recorded in the county's public property records (Clerk of Court) by the Grantee, or in the case of a nonprofit, by the landowner.

Execution of this Agreement by the Department constitutes an acceptance of a project site dedication on behalf of the general public of the State of Florida.

10. Management of Project Site

- i. **Site Inspections** - The project site must be open at reasonable times and must be managed in a safe and attractive manner.
- ii. **Non-Compliance** – The Department will terminate an Agreement and demand return of the program funds (including interest) if a Grantee fails to comply with the terms stated in the Agreement. If the Grantee fails to comply with the Agreement, the Department will declare the Grantee ineligible for further participation in RTP until such time as the Grantee comes into compliance.
- iii. **Public Accessibility** – All facilities must be accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, residence, or ability level.

14. Signage

The Grantee must erect a permanent information sign on the project site which credits finding or a portion thereof, to the Florida Department of Environmental Protection, Recreational Trails Program. The sign must be made of appropriate materials, which will be durable for a minimum of 25 years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.



ATTACHMENT 6 PROGRAM SPECIFIC REQUIREMENTS

PAGE 4

16. Conversion.

This Project Site acquired and/or developed with RTP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 625-2.076(1) and (2), F.A.C., convert all or part of the Project Site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project Site at its own expense with an acceptable project of comparable, scope, and quality.

17. Monitoring.

The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation (FDOT) and FHWA. The Grantee also grants the FDOT and FHWA the same monitoring rights it has agreed to provide the Department.

18. Compliance with FDOT Disadvantaged Business Enterprise (DBE) Program.

The Department and the Grantee adhere to FDOT's DBE program on all FHWA-assisted contracts in accordance with 49 CFR Part 26.21 and the FDOT DBE Program Plan. DBE participation on FHWA-assisted contracts in Florida must be achieved through race-neutral methods. 'Race neutral' means that the DEP can likely achieve the overall state DBE goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the Department is committed to supporting the identification and use of DBEs and other small businesses and encourages all reasonable efforts to do so. Furthermore, the Transportation Planning Organization recommends the use of certified DBE's listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting <http://www.fdot.gov/equalopportunity/serviceproviders.shtml> or by calling 850-414-4750.

16. Conversion

The project site developed with RTP assistance must be retained and used for public outdoor recreation.



ATTACHMENT 8 CONTRACT PROVISIONS FOR FDOT

PAGE 1

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable.

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients or subcontractors and to comply with all terms of the award and associated terms and conditions. Therefore, Grantees must include these provisions in all related subcontracts and/or sub-awards by incorporating this Attachment in the related subcontract.

Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

ATTACHMENT 8

Contract Provisions for Department of Transportation (DOT) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies
The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience
Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause
The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which



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an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CFR 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;



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- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.
- 4. Whistleblower Protection
Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
 - A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
- 5. Notification of Termination (2 CFR § 200.340)
In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
- 6. Additional Lobbying Requirements
 - A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

- 1. Assurances
Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

- 1. FFATA
Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TRANSPORTATION-SPECIFIC

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- 2. DOT Regulations
Recipients shall comply with the following regulations: 2 CFR 1200-1201, 23 CFR 200, 49 CFR 17, 49 CFR 20-21, 49 CFR 25-28.
- 3. Retention and Access Requirements for Records
Pursuant to 49 CFR §18.37(a)(3), for cost reimbursement subgrants of any tier, Recipients and subrecipients shall comply with the record retention and access requirements of 49 CFR §18.42.
- 4. Energy Efficiency Policies
Recipients must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 5. Drug-Free Workplace
The Department must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
- 6. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act
As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 7. Payments to Subcontractors
The Recipient must pay all subcontractors within 30 days of receipt of payment in accordance with 49 CFR 26.29. If retainage is withheld, the Department may make prompt and regular incremental acceptances of portions of the Agreement and pay retainage to Recipients based on these acceptances. Further, the Recipient must pay all retainage owed to the subcontractors for satisfactory completion of the accepted work within 30 days after your payment to the Recipient.
- 8. Additional Assurances
Consistent with 49 CFR 26.13(a) and (b), neither the Department nor the Recipient or any sub-recipient or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Recipient shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - A. Withholding monthly progress payments;
 - B. Assessing sanctions;
 - C. Liquidated damages; and/or
 - D. Disqualifying the contractor from future bidding as non-responsible.

FEDERAL HIGHWAY ADMINISTRATION-SPECIFIC

- 1. Federal Highway Administration (FHWA) Contractors & Recipients General Terms and Conditions for Assistance Awards
Recipients shall comply with FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards available at https://www.fhwa.dot.gov/cfo/contractor_recip/grandc_generaltermsconditions.cfm, and incorporated by reference.

- 2. Contract Provisions
If the Project meets the definition of a "Federal Aid Construction Project," Form FHWA-1273 Required Contract Provisions, available at <https://www.fhwa.dot.gov/construction/cqit/form1273.cfm> and incorporated by reference, must be physically incorporated into each contract and subcontract.

RECREATIONAL TRAILS PROGRAM-SPECIFIC

- 1. Recreational Trails Program Guidance
Recipients shall comply with the applicable requirements of Recreational Trails Program Guidance available at https://www.fhwa.dot.gov/environment/recreational_trails/guidance/index.cfm, and incorporated by reference.

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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23. The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the form must be physically incorporated (not references) in all contracts, subcontracts and lower-tier subcontracts.

This attachment must be physically incorporated in each construction contract funded under Title 23. The grantee shall be responsible for compliance by any subcontractors. Form FHWA-1273 may be referenced in bid proposals or request for proposal documents, however it must be physically incorporated, and not just referenced, in all subcontracts.



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this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor shall notify all potential subcontractors and suppliers of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall advise employees and applicants for suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1273. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section, also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1121) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1.(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1.(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347nstr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 2011 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3. a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL)

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL)

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT)

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontract and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.



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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organization qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the Prime Contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 506 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more - as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall provide an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if at any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subcontractee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subcontractee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subcontractee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



ATTACHMENT 9 CONTRACT PROVISIONS FOR FHWA

PAGES 11 & 12

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.


5. The provisions of 23 CFR 833.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



EXHIBIT A RTP PROJECT STATUS REPORT

PAGES 1 & 2



Florida Department of Environmental Protection

**Recreational Trails Program
Project Status Report**

Required Signatures: **Adobe Signature**

Project Name: Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

DRP-109 (Effective 05-22-2015) Page 1 of 2

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

<input type="checkbox"/> January through April:	Due May 5 th
<input type="checkbox"/> May through August:	Due September 5 th
<input type="checkbox"/> September through December:	Due January 5 th

LIAISON:

Signature Date

DRP-109 (Effective 05-22-2015) Page 2 of 2



EXHIBIT C PAYMENT REQUEST SUMMARY FORM



Florida Department of Environmental Protection
DEP 55-223 PAYMENT REQUEST SUMMARY FORM

Required Signatures: Original Ink

Grantee: City of Fellsmere Grantee's Grant Manager: _____
 Mailing Address: 22 S. Orange Street,
Fellsmere, FL 32948 Payment Request No.: _____
 DEP Agreement No.: T2222
 Date Of Request: _____ Performance
 Period: _____
 Task/Deliverable Amount Task/Deliverable
 Requested:\$ _____ No.: _____

GRANT EXPENDITURES SUMMARY SECTION
 [Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Subcontracting:				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies/Other Expenses	\$	\$	\$	\$
Land	\$	\$	\$	\$
Indirect	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK BUDGET AMOUNT	\$	\$	\$	\$
Less Total Cumulative Payments of:	\$	\$	\$	\$
TOTAL REMAINING IN TASK	\$	\$	\$	\$

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number



EXHIBIT F APPENDICES A & E

EXHIBIT F

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



EXHIBIT G, 49 CFR 26.13

EXHIBIT G

49 CFR 26.13 - What assurances must recipients and contractors make?

- [eCFR](#)
- [Authorities \(U.S. Code\)](#)
- [What Cites Me](#)

[prev](#) | [next](#)

§ 26.13 What assurances must [recipients](#) and [contractors](#) make?

(a) Each financial assistance agreement you sign with a DOT [operating administration](#) (or a primary recipient) must include the following assurance: The [recipient](#) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any [DOT-assisted contract](#) or in the administration of its DBE [program](#) or the requirements [49 CFR part 26](#). The [recipient](#) shall take all necessary and reasonable steps under [49 CFR part 26](#) to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The [recipient's](#) DBE [program](#), as required by [49 CFR part 26](#) and as approved by DOT, is incorporated by reference in this agreement. Implementation of this [program](#) is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [recipient](#) of its failure to carry out its approved [program](#), the Department may impose sanctions as provided for under [49 CFR part 26](#) and may, in appropriate cases, refer the matter for enforcement under [18 U.S.C. 1001](#) and/or the [Program](#) Fraud Civil Remedies Act of 1986 ([31 U.S.C. 3801](#) et seq.).

(b) Each [contract](#) you sign with a [contractor](#) (and each subcontract the prime [contractor](#) signs with a subcontractor) must include the following assurance: The [contractor](#), sub [recipient](#) or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this [contract](#). The [contractor](#) shall carry out applicable requirements of [49 CFR part 26](#) in the award and administration of DOT-assisted [contracts](#). Failure by the [contractor](#) to carry out these requirements is a material breach of this [contract](#), which may result in the termination of this [contract](#) or such other remedy as the [recipient](#) deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the [contractor](#) from future bidding as non-responsible.

[[79 FR 59593](#), Oct. 2, 2014]



EXHIBIT H, GENERAL TERMS AND CONDITIONS FOR CONTRACTORS/RECIPIENTS

PAGES 1 - 3

Exhibit H

U.S. Department of Transportation
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
202-366-4000

DOING BUSINESS WITH FHWA



Contractors & Recipients General Terms and Conditions for Assistance Awards

Effective Date: March 6, 2015
(for awards effective after June 22, 2015)

DEFINITIONS

AO	Agreement Officer
AS	Agreement Specialist
AOR	Agreement Officer's Representative
Agreement	Grant Agreement or Cooperative Agreement
CFR	Code of Federal Regulation
FAR	Federal Acquisition Regulation
FHWA	The Federal Highway Administration
OMB	Office of Management and Budget

1. GOVERNING REGULATIONS

Performance under this Agreement will be governed by and in compliance with the following regulations:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2 CFR Part 200 will be applicable to all non-federal entities as a default position, and that any determination not to apply 2 CFR Part 200 subparts A through E to for-profit entities, foreign public entities, or foreign organizations will be made in writing and identify the basis for that determination.

Cost Principles For-profit Organizations: 48 CFR 31 (Federal Acquisition Regulations) Subpart 31.2

2. SECTION 508 OF THE REHABILITATION ACT OF 1973

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this Agreement and submitted in electronic format must be submitted in a format whereby FHWA can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended.

NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508/508standards.htm>) - PART 1194 and the Federal IT Accessibility Initiative Home Page (<http://section508.gov>) for detailed information.

The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

a. *Electronic documents with images*

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that

convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. *Electronic documents with complex charts or data tables*

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. *Electronic documents with forms*

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Draft documents developed under this Agreement will be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format will receive prior approval from the AOR. With prior approval of the AOR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Deliverables must follow the Turner Fairbanks Highway Research Center (TFHRC) Communications Reference Guide (<https://www.fhwa.dot.gov/publications/research/general/03074/index.cfm>) unless otherwise indicate in this scope of work.

The final deliverables under this Agreement must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available online at: <http://www.section508.gov/>. Unless otherwise indicated, the Recipient represents by signature on this Agreement that all deliverables will comply with the Access Board Standards. Final documents will be delivered in Microsoft Word 2000, PDF, and HTML formats. These documents will be prepared in electronic GPO-required format and will meet the Section 508 requirements to allow them to be posted and viewed on the Internet. Files should be organized so that they are readable without requiring an associated style sheet. The html versions will include a text equivalent description (e.g., via "alt", "longdesc", or in element content) for every non-text (e.g., graph, table, photo, diagram, etc.) element in the document. The best location for information on regulations for 36 CFR 1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at <http://www.access-board.gov/sec508/guide/index.htm>.

If the information center website existed before the effective date of this Agreement, information presented prior to the date of execution of this Agreement does not need to be modified to comply with Federal accessibility requirements. However, if a web page is modified or updated during this Agreement's period of performance, the modified or updated page must be presented in accessible format.

3. RESPONSIBILITIES OF THE RECIPIENT

The Recipient will provide overall program management. Specifically, the Recipient will be responsible for the following, as a minimum:



EXHIBIT H, GENERAL TERMS AND CONDITIONS FOR CONTRACTORS/RECIPIENTS

PAGES 4 - 6

Contractors & Recipients General Terms and Conditions for Assistance Awards | Federal ... Page 4 of 14

- Meeting with the AOR as necessary.
- Participating in a kick-off meeting with the AO and/or the AOR to discuss agreement expectations and procedures.
- Participating in meetings via teleconference or web conference with the AOR.
- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports. (See Part B of this Section, entitled Reporting.)
- During the period of performance, the FHWA and the Recipient will meet periodically, at a minimum annually, to discuss project activities. The location of the meeting will be established by the AOR. Note: for application process, assume the meeting will be in Washington, DC and will last 1 full day.

4. NON-DOMESTIC TRAVEL

All non-domestic travel must be approved in writing by the AO prior to incurring costs. Travel requirements under this Agreement will be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

5. AMENDMENTS

This Agreement and any amendments executed by the AO constitute the entire agreement between the parties. Discussions and understandings concerning such scope and subject matter are superseded by this Agreement and any executed amendments. All changes to the terms and conditions of this Agreement will be in writing, issued as an Amendment and signed by the AO pursuant to 2 CFR 200.308.

- Unilateral.* A unilateral amendment is signed only by the AO. Unilateral amendments are used, for example, to make administrative changes; i.e. funding, accounting data changes, change in Government personnel.
- Bilateral.* A bilateral amendment is a change that is signed by the Recipient and the AO. Bilateral amendments are used to reflect other agreements of the parties amending the terms of the Agreement.

6. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The AO may designate an AOR to assist in monitoring the work under this Agreement. The AOR will oversee the technical administration of this Agreement and act as technical liaison with the performing organization. The AOR is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the FHWA or authorize any changes which affect the Agreement funding, delivery schedule, period of performance or other terms or conditions.

Contractors & Recipients General Terms and Conditions for Assistance Awards | Federal ... Page 5 of 14

The AO is the only individual who can legally commit or obligate the FHWA for the expenditure of public funds. The technical administration of this Agreement will not be construed to authorize the revision of the terms and conditions of performance. The AO will authorize any such revision in writing.

7. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions not to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly and must include the certification as required by 2 CFR 200.415.

Payments by Reimbursement

Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement or, if construction, the SF 271, Outlay Report and Request for Reimbursement for Construction to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable. The cost detail should show all the project costs for the period covered by the reimbursement request, and also show all the cumulative-to-date costs.

The AO or Agreement Specialist reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOR approval, the AO will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

Advance Payments

Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 2 CFR 200.305 as applicable: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

Contractors & Recipients General Terms and Conditions for Assistance Awards | Federal ... Page 6 of 14

To register for DELPHI eInvoicing System, Recipients must eAuthenticate and activate an account by contacting their AO and providing the full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated, the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO with any changes to their system information.

Applicants registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

To facilitate your use of the DELPHI eInvoicing system, comprehensive user's information is available at <http://www.dot.gov/policy-initiatives/delphi-einvoicing-system-training-materials>.

Account Management

The Applicant should contact their AO when POCs have left their organization or are no longer will be submitting invoices, with the full name, title, phone number, e-mail address, and user ID of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due to no activity, the Recipient should contact their AO with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users should login once within 45 days of their last login.

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. Applicants must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to via mail to:

Director of the Office of Financial Management
US Department of Transportation, B-30
Office of Financial Management, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or electronically to: DOTElectronicInvoicing@dot.gov



EXHIBIT H, GENERAL TERMS AND CONDITIONS FOR CONTRACTORS/RECIPIENTS

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The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a Waiver, Requests for advance or reimbursement and required supporting documents, should be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: Ryan Wisniewski

Requests for advance or reimbursement submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: Ryan Wisniewski

Express Delivery Point of Contact: Ryan Wisniewski, 405-954-8252

8. FUNDS NOTIFICATION

The Recipient shall notify the AO in writing whenever it has reason to believe that the costs it expects to incur under this Agreement in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Agreement by the Government. The notice shall state the estimated amount of additional funds required to complete the work under the Agreement.

9. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Highway Administration under Agreement No. - (fill in award number)."

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

10. SITE VISITS

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The FHWA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. During a site visit, the Recipient and/or sub-recipient/subcontractor will provide all reasonable facilities and assistance for the safety and convenience of the FHWA representative. All site visits and evaluations will be performed in such a manner as to not unduly delay work.

11. BUDGET REVISION/REALLOCATION OF AMOUNTS (FOR AWARDS OVER THE SIMPLIFIED ACQUISITION THRESHOLD)

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 2 CFR 200.308. The Recipient must obtain prior written approval from the AO to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this Agreement.

12. SYSTEM FOR AWARD MANAGEMENT (SAM)

The Recipient must be registered in the SAM in order to receive payments under this Agreement. Use of the SAM is to provide one location for Applicants and Recipients to change information about their organization and enter information on where government payments should be made. Information for registering in the SAM and online documents can be found at www.sam.gov.

13. PRINTING

The Joint Committee on Printing Regulations Number 26, Section 36 states that Recipients shall not become prime or substantial sources of printing for the use of departments and agencies.

In the performance of this agreement, the Recipient may duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages. Duplication of quantities in excess of the amounts stated requires prior written approval of the AO. The Recipient must submit such requests in writing or by email to the AO, to include specifics on the deliverable, requested printing quantity, and estimated costs for printing.

14. DRUG FREE WORKPLACE

The Recipient will comply with Subpart B of 49 CFR Part 32, Government wide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement.

15. DEBARMENT AND SUSPENSION REQUIREMENTS

The non-Federal entity must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict Federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

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16. TERMINATION AND SUSPENSION

This Agreement may be terminated or suspended in whole or in part, at any time prior to its expiration date in accordance with 2 CFR 200.339.

The Recipient may appeal or object to a termination or suspension for non-compliance by submitting an appeal in writing to the next level above the AO within 30 days after receipt of the written notification of termination or suspension of this agreement. The Recipient will document the dispute by notifying the Agency in writing of the relevant facts, identify the grounds for objecting or appealing the termination or suspension and specify the remedy sought. The Agency will follow the procedures in the Disputes section when responding to this appeal.

17. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a. Definitions. As used in this clause-

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

b. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

c. The Applicant should-

- i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- ii. Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



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- d. Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.

18. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB-AWARDS (2 CFR Part 170, Appendix A)

I. Reporting Sub-awards and Executive Compensation.

a. Reporting of first-tier sub-awards.

- 1. Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal fund that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- 2. Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- 3. What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Applicant Executives.

- 1. Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received:
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has

access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>

- 2. Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Sub-applicant Executives.

- 1. Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-applicant under this award, you will report the names and total compensation of each of the sub-applicant's five most highly compensated executives for the sub-applicant's preceding completed fiscal year, if:
 - i. in the sub-applicant's preceding fiscal year, the sub-applicant received:
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
- 2. Where and when to report.** You must report sub-applicant executive total compensation described in paragraph c.1. of this award term:
 - i. To the Applicant.
 - ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-applicant by November 30 of that year.
- d. Exemptions** If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Sub-awards, and
 - ii. The total compensation of the five most highly compensated executives of any sub-applicant.

e. Definitions. For purposes of this award term:

- 1. Entity** means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local Government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a sub-applicant under an award or sub-award to a non-Federal entity.
- 2. Executive** means officers, managing partners, or any other employees in management positions.
- 3. Sub-award:**
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you receive this award and that you as the Applicant award to an eligible sub-applicant
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec 2010 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-applicant considers a contract.
- 4. Sub-applicant** means an entity that:
 - i. Receives a sub-award from you (the Applicant) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the sub-award.
- 5. Total compensation** means the cash and noncash dollar value earned by the executive during the Applicant's or sub-applicant's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. **Salary and bonus.**
 - ii. **Awards of stock, stock options, and stock appreciation rights.** Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. **Earnings for services under non-equity incentive plans.** This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. **Change in pension value.** This is the change in present value of defined benefit and actuarial pension plans.
 - v. **Above-market earnings on deferred compensation which is not tax-qualified.**
 - vi. **Other compensation,** if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on



EXHIBIT H, GENERAL TERMS AND CONDITIONS FOR CONTRACTORS/RECIPIENTS

behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

19. OMB PAPERWORK REDUCTION ACT

The Paperwork Reduction Act of 1995 (PRA): Any activities involving information collection (i.e. paper or web-based surveys, questionnaires, etc.) from 10 or more non-Federal entities, OMB Information Collection Clearance, a process that generally takes eight months. The Recipient will coordinate with the AOR on this process.

20. CONFLICT OF INTEREST

If at any time during performance, the Recipient identifies an actual or potential personal or organizational conflict of interest relating to performance of this Agreement, the Recipient must immediately notify the AO in writing. Actual or potential conflicts of interest may include but are not limited to any past, present or planned contractual, financial, or other relationships, obligations commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform the agreement in an impartial and objective manner.

The AO will review the statement and may require additional relevant information from the Recipient. All such information, and any other relevant information known to DOT, will be used to determine whether agreement performance by the Recipient creates an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) terminate the Agreement pursuant to the termination term of the Agreement, or (b) determine that it is otherwise in the best interest of the United States to continue the agreement and include appropriate provisions to mitigate or avoid such conflict in the Agreement pursuant to 2 CFR 200.112.

21. ANNUAL PROPERTY REPORT

The Recipient must submit an electronic copy and one hard copy of the SF-428 Tangible Personal Property Report to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this Agreement.

If no property was furnished or acquired during the Agreement up to the end date of the reporting period, indicate that information in block 8 of the SF-428. If property was furnished or acquired during the Agreement up to the end date of the reporting period, list the property on the SF-428-A and SF-428S forms. Use additional sheets as necessary. Use separate sets of sheets to show Federally-owned property and Recipient-owned property.

22. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS

The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Page last modified on January 12, 2016

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EXHIBIT I, COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM (PUR 1808)

This form is applicable to contracts with a common carrier:

- A firm/person/corporation that has a regular business that transports people or commodities from place to place.

When soliciting and/or selecting subcontractors to complete a project, ensure to thoroughly review if this applies to your project.

Typically, RTP projects should not include public or private agencies that own and operates public transit vehicles.

EXHIBIT I COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM (PUR 1808)

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.

Name of Common Carrier or contracted carrier 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: _____



EXECUTION OF GRANT AGREEMENT

Once the agreement is signed by the Grantee, it is no longer considered to be in draft form.

When the Department receives the signed grant agreement, the document is forwarded to DEP leadership for full execution.

The execution date is the date in which the last necessary party has signed the grant agreement (DEP).

As a reminder, the Department will execute the Agreement via digital signature.



EXECUTION OF GRANT AGREEMENT

After execution, the Grantee will be provided a copy of the executed agreement via electronic mail.

With the transmission of the executed grant agreement, the Grantee will also receive:

1. SWEPT Account Information

Login information will be used to submit NEPA documentation.

2. Execution Memo

This memo will outline all important grant deadlines and document due dates.

3. State Clearinghouse Letter

This letter will outline additional project requirements (i.e., required permits).



NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

FY22-23 RTP Grant Management
Onboarding Webinar



NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

Is an umbrella of other environmental laws, regulations and executive orders

- Native American Graves Protection and Repatriation Act
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Americans with Disabilities Act
- Executive Order 12898 (Environmental Justice)
- Section 4(f) of the DOT Act (49 USC 303)
- Clean Air Act
- Clean Water Act
- Safe Drinking Water Act
- Farmland Protection Policy Act
- Endangered Species Act of 1973
- Fish and Wildlife Coordination Act
- Resource Conservation and Recovery Act of 1976
- National Historic Preservation Act of 1966
- Archaeological and Historic Preservation Act
- Archaeological Resources Protection Act
- Comprehensive Environmental Response, Compensation, and Liability Act
- American Indian Religious Freedom Act
- Land and Water Conservation Fund Act
- Executive Order 11988 (floodplains)
- Executive Order 11990 (wetlands)
- Executive Order 13112 (Invasive Species)

What is the National Environmental Policy Act (NEPA)?

NEPA is the National Environmental Policy Act that established a national policy for protection of the environment and to raise awareness of the importance of natural resources to the nation.

NEPA requires federal agencies, in cooperation with state and local governments, to address the environmental impacts of a federal action prior to making decisions or funding.



NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

Who is responsible for enforcing NEPA?

All federal agencies are required to enforce and comply with NEPA.

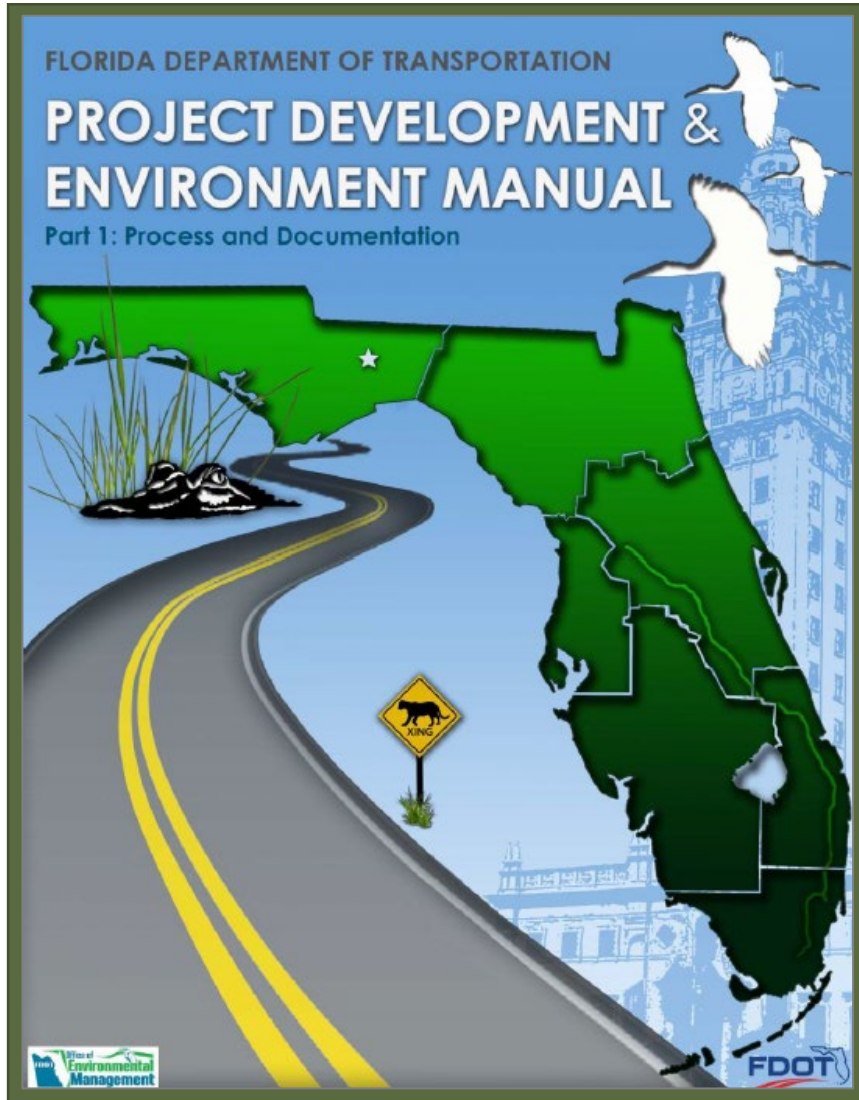
The Florida Department of Transportation (FDOT) is awarded Recreational Trails Program (RTP) funds from the Federal Highway Administration, and serves as a pass-through entity for the program.

As such, FHWA is responsible for reviewing all environmental regulations and NEPA compliance for RTP projects which are managed by the Florida Department of Environmental Protection (DEP). FHWA, FDOT and DEP serve as collaborative entities responsible for enforcing NEPA for RTP projects.





PROJECT DEVELOPMENT & ENVIRONMENTAL (PD&E) MANUAL



The **Project Development & Environment (PD&E) Manual** provides procedures on how to comply with NEPA, other laws, executive orders, and regulations.

It provides guidance on how to determine a projects class of action and how to conduct appropriate analysis to demonstrate environmental compliance.

The manual comes in two parts:

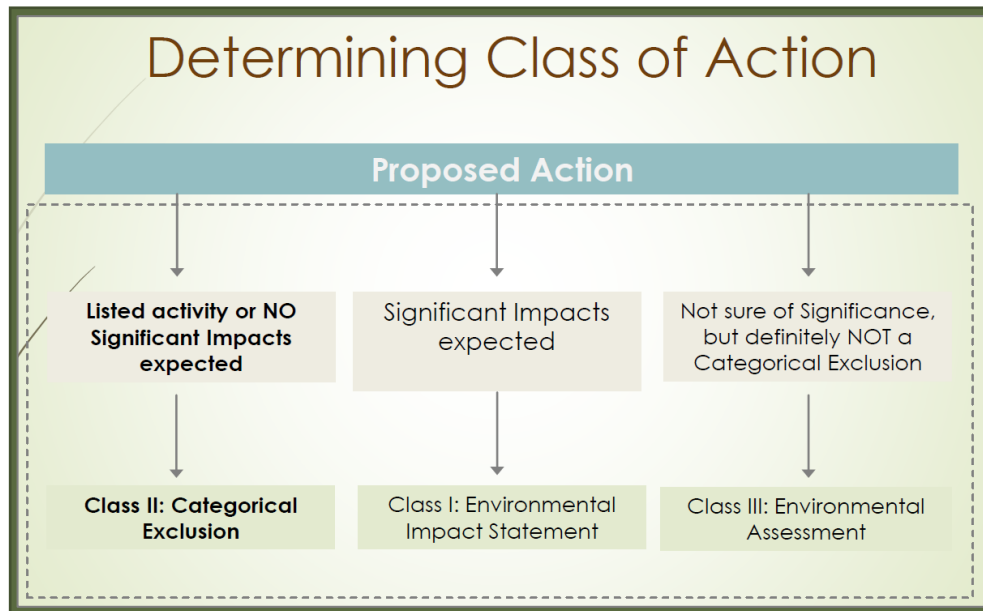
- Part 1: Process and Documentation
- Part 2: Topics and Analysis



CLASS OF ACTION DETERMINATION

Part 1, Chapter 2 of PD&E Manual

This section provides information on how to determine the level of environmental documentation you will need to satisfy NEPA.



There are three classes of action for federal projects. The class of action is dependent on whether the project will have significant impacts.

Class I

Projects with significant impacts require the development of Environmental Impact Statement (EIS).

Class III

Projects with a question of significance requires the development of an Environmental Assessment (EA).

Class II

Projects with no significant impact are Categorically Excluded from the development of an EA or EIS.



CATEGORICAL EXCLUSION (CE)

A Categorical Exclusion (CE) is a project which, based upon past experience with similar actions, does not individually or cumulatively have a significant environmental effect, and is excluded from the requirements to prepare an EA or EIS.

The definition of CE in **40 CFR § 1508.4** and **23 CFR § 771.117** provides further guidance for projects where FDOT has assumed responsibilities from FHWA.

RTP projects must meet the Type I Categorical Exclusion (CE) criteria listed for (c) or (d) in [23 CFR § 771.117](#) and must not have any significant impacts.

DEP Recreational Trail projects will typically meet the (c)(3) criteria.



CATEGORICAL EXCLUSION (CE)

Pursuant to **23 CFR § 771.117(b)**, it must be sufficiently evident that projects:

- Do not involve significant environmental impacts;
- Do not induce significant impacts to planned growth or land use for the area;
- Do not require the relocation of significant numbers of people;
- Do not have a significant impact on any natural, cultural, recreational, historic, or other resource;
- Do not involve significant air, noise, or water quality impacts;
- Do not have significant impacts on travel patterns; or
- Do not otherwise, either individually or cumulatively, have any significant environmental impacts.



TYPE I CE CHECKLIST

A Type I CE determination is made using a Type I Categorical Exclusion Checklist in the StateWide Environmental Project Tracker (SWEPT).

The checklist is completed to determine if the project meets the criteria **23 CFR § 771.117 (c) or (d)**.

- If the project meets the criteria, the project is a Type I CE and the checklist, along with all supporting documentation, will be the NEPA document.
- If the project does not meet the checklist criteria, coordination with DEP and the Federal Highway Administration (FHWA) must occur. This may require screening in the Environmental Screening Tool (EST), completing a technical study to assess the impact to a particular resource, coordination with resource agency or the public, and the preparation of a higher document level, particularly a Type II Categorical Exclusion.

The Type 1 CE Checklist and all supporting documentation are due within 180 days or 6 months of the Agreement Execution Date and must be reviewed and approved by FHWA in order to move forward with commencement. If at any point you anticipate that you will not meet the Task 1, commencement deadline, please notify your RTP coordinator immediately.



TYPE I CE CHECKLIST TOPICS

The topics that are analyzed during the PD&E (NEPA) process include:

- Right of Way
- Wetlands
- USCG Projects & Navigation
- Floodplains
- Wild and Scenic Rivers
- Protected Species and Habitat
- Essential Fish Habitat
- Section 4(f)
- Archaeological and Historical Resources
- Noise
- Contamination



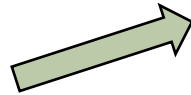


CE TYPE AND PROJECT DESCRIPTION

With the transmission of your executed grant agreement, you will be provided your SWEPT login information in order to complete and submit the Type 1 CE Checklist.

At the top of the checklist, you will find several fields already pre-populated by FDOT.

Identifies DEP Assigned Project Number



The Local Agency Program (LAP) field is not pre-populated, however, please select "No" for RTP projects.



The screenshot shows a web form with the following fields and values:

- FM Number:** 404189-1-A8-26 (with a 'Change' button)
- Additional Identifiers:** FDEP Project Identifier: T19013 (with an 'Edit' button)
- Related Identifiers:** A search box with the instruction: "Enter search text (at least 3 characters) and choose the related identifier you want to add from the matches that are displayed."
- Federal-Aid Program (FAP) Number:** RECT-019-A (with a note: "If this value is incorrect, please correct it in the Work Program. Updates will be reflected here within one day.")
- Work Program Project Description (Name):** TRANSFER TO DEP FED FUNDS (with a note: "If this description is incorrect, please correct it in the Work Program. Updates will be reflected here within one day.")
- Work Mix:** FUNDING ACTION (with a note: "If this description is incorrect, please correct it in the Work Program. Updates will be reflected here within one day.")
- County Name:** Florida (with a note: "If the county name is incorrect, please correct it in the Work Program. Updates will be reflected here within one day.")
- Local Agency Program (LAP):** To be considered a LAP project, federal dollars must be programmed into the adopted Work Program. The dropdown menu is open, showing options: "Select LAP Option", "Select LAP Option", "Yes", and "No" (which is highlighted in blue).



PROJECT VERIFICATION

Verification that the project meets the constraints of 23 CFR § 771.117

Verification specifically states that the project will not induce significant impacts to planned growth or land use for the area, travel patterns, involve significant air or water quality impacts, or cause substantial controversy on environmental grounds.

To verify your project meets these constraints, select the box next to “Verified.”

The rest of the checklist questions (11) will be accessible once this box is checked.

Note: The items below consider the requirements described in 23 CFR § 771.117 (c) and (d) for listed Categorical Exclusions (CEs). The constraints of 23 CFR § 771.117(e) are addressed in this form for CEs identified as 23 CFR § 771.117 (c) (26), (27) and (28) or (d) list projects.

Directions for bulleted verifications below: District should consider if the project has any of the significant impacts described. If project does not meet the criteria, STOP, this form does not apply. If the project does meet the criteria, check "verified" and proceed through the rest of the form.

- This action **will not** induce significant impacts to planned growth or land use for the area; travel patterns; involve significant air or water quality impacts; or cause substantial controversy on environmental grounds.

Verified



1. RIGHT OF WAY (ROW)

Part 2, Chapter 4 – PD&E Manual

Submit a conceptual boundary map with legal description of the project area which demonstrates the project's ROW.

Typically, only minor ROW acquisitions are allowable for a Type 1 CE. Any ROW acquisitions without relocation that are required will need to be detailed in the comment box provided.

If relocations are anticipated for a project, information regarding residences, businesses, and institutional or public facilities that may be relocated need to be summarized. FHWA coordination required.

If state-owned conservation lands are being acquired, FHWA coordination is required. Please advise of your involvement.

1. Right of Way (ROW)

- Within existing ROW
- Minor acquisition without relocation and/or displacement
- Any acquisitions with relocations and/or displacements [Contact the Office of Environmental Management (OEM)]
- State-owned conservation lands being acquired in the project area subject to review and approval by the Acquisition and Restoration Council

General Comments

General Comments and attachments are **optional**.

Rich text editor toolbar with icons for Bold (B), Italic (I), Underline (U), Bulleted List, Numbered List, Insert Image, and Search (magnifying glass). Below the toolbar is a large empty text area for entering comments.

Example

- The project requires minor right of way acquisition to accommodate _____. This project will not require any relocations or displacements.
- The right of way needed from parcel X resulted in one potential residential relocation. However, the owner did not live in the house that was impacted and there was no displaced owner or tenant. Personal property was moved as coordinated with the District Right of Way Office.
- The project is located entirely within existing right of way.



2. WETLAND IMPACTS

[Part 1, Chapter 12 – PD&E Manual](#)

[Part 2, Chapter 9 – PD&E Manual](#)

Submit a wetlands mapper from the U.S. Fish and Wildlife Service [National Wetlands Inventory \(NWI\)](#).

If wetlands are present, they should be delineated and overlaying on the project design plans. And if impacts are to occur, they should be quantified.

Nationwide permits are issued by the USACOE on a national basis, and they are designated to streamline the Dept. of Army Authorization of projects that produce minimal impact to the nation's aquatic environment. Detail wetland impacts in the space provided and include permit authorization that will be required. Trail projects will typically qualify under Nationwide permit type #3 (Maintenance), #23 (Approved CEs), and #42 (Recreational Facilities).

An individual or standard permit is issued by the USACOE when projects have more than a minimal, individual, or cumulative impact. FHWA coordination is required.

2. Wetland impacts that would require a permit from the U.S. Army Corps of Engineers (USACE) under the Clean Water Act, Section 404, 33 U.S.C. § 1344 and/or section 10 of the Rivers and Harbors Act:

- No Wetland(s) Present/ No Impacts
- Nationwide permit
- Standard Permit [Contact the Office of Environmental Management (OEM)]

General Comments

General Comments and attachments are **optional**.

B *I* U [List Icons] [Magnifying Glass Icon]

Example

- The National Wetland Inventory and ground verification indicates there are wetlands and surface waters in the project area. The project plans indicate impacts to X acres of wetlands at one location. The wetland impact location is a low-quality wetland directly adjacent to the roadway and was recently impacted by the construction of a multi-use path bridge. It is anticipated that the project qualifies for a Nationwide Permit #14 - Linear Transportation Projects from the USACE.
- The project includes X acres of permanent wetland impacts. The project qualifies for a Nationwide Permit #3 Maintenance.
- National Wetland Inventory and field verification indicates there are wetlands in the project area associated with Crooked Creek. However, the bridge repair project does not require any wetland impacts. A federal wetland permit is not required.



3. BRIDGE PERMIT

[Part 1, Chapter 16 – PD&E Manual](#)

“Navigable Waters” are those waters that are subject to the ebb and flow of the tide and/or are presently used or have been used in the past or may be susceptible for use to transport interstate or foreign commerce.

Submit a [USGS Topographic Map](#) with the project’s location identified on the map.

If a navigable water is identified, a bridge permit questionnaire may be required or may be requested to determine if a bridge permit is needed. FHWA coordination required if a navigable water is identified, and a bridge permit is not required.

If a bridge permit is required, FHWA coordination is required.

3. Bridge permits required from the United States Coast Guard (USCG):

- No Waterway Crossing
- No USCG Bridge permit required
- USCG Bridge permit [Contact the Office of Environmental Management (OEM)]

General Comments

General Comments and attachments are **optional**.



Example

- The project does not include any bridges or waterways.
- Creek is not navigable at the project location or susceptible to use in its natural condition or with reasonable improvements as a means for interstate or foreign commerce. The creek is not tidally influenced.
- Creek is not tidal and is not used or susceptible for use as a means to transport interstate or foreign commerce.



4. FLOODPLAINS

Part 2, Chapter 13 – PD&E Manual

Submit a [Federal Emergency Management Agency \(FEMA\) Flood Map](#) or Flood Insurance Rate Map (FIRM).

“Functionally Dependent Uses” are those for which the project cannot perform its intended purpose unless it’s located or carried out in close proximity to water. Examples include bridges and wetland mitigation projects.

“Facilitate Open Space Use” is intended to capture projects that do not lead to additional base floodplain development and are compatible with the restoration and preservation of natural and beneficial flood plain values. Examples include recreational trails and bicycle and pedestrian paths.

Other floodplain encroachments include any floodplain impact which cannot be classified as Functionally Dependent Use or Facilitate Open Space Use. FHWA coordination required.

4. The project involves a floodplain encroachment other than functionally dependent uses (e.g., bridges, wetlands) or actions that facilitate open space use (e.g., recreational trails, bicycle and pedestrian paths):

- No Floodplain Present / No Floodplain Impact
- Functionally Dependent Use or Facilitate Open Space Use
- Other Encroachment [Contact the Office of Environmental Management (OEM)]

General Comments

General Comments and attachments are **optional**.

Rich text editor toolbar with icons for Bold (B), Italic (I), Underline (U), Bulleted List, Numbered List, Image, and Search. Below the toolbar is a large empty text area for entering comments.

Example

- According to 2018 FEMA Flood Data, the project area is within the 100-year floodplain. Per the Bridge Hydraulic Report, the proposed structure will be hydraulically equivalent to or greater than the existing structure, and backwater surface elevations are not expected to increase. Thus, the project will not affect existing flood heights or floodplain limits.
- Portions of the project are located within the 100-year floodplain. However, the project will have no impacts on floodplains.



5a. WILD AND SCENIC RIVER OR RIVER STUDY

Part 2, Chapter 12 – PD&E Manual

Submit a map from the [National Wild and Scenic Rivers System](#) interactive map. Also indicate in the comment box if your project is or isn't located in one of the following counties: Palm Beach, Orange, Nassau, and Sarasota.

If yes is selected for any of the following rivers, coordination with FHWA and the National Park Service (NPS) is required. Summarize the coordination results in the general comments box.

- Northwest Fork of the Loxahatchee River, D4
- Wekiva River, D5
- St. Marys River, D2
- Myakka River, D1 (Manatee, Sarasota, and Charlotte County)

5a. Does the project involve a Wild and Scenic River or Study River ? There is involvement with a Wild and Scenic River or Study River if project activities are located within the river corridor (within one-quarter mile of the banks), across, or adjacent to (upstream, downstream, or on a tributary) the designated river segment.

No, the project does not involve a river designated as a Wild and Scenic, or Study River

Yes, Northwest Fork of the Loxahatchee River in D4 (See PD&E manual Chapter for limits) [Contact OEM and add the date of consultation]

Yes, Wekiva River in D5 (See PD&E manual Chapter of limits) [Contact OEM and add the date of consultation]

Yes, St. Marys River in D2 (See PD&E manual Chapter of limits) [Contact OEM and add the date of consultation]

Yes, Myakka River in D1, located in Manatee, Sarasota, and Charlotte Counties [Contact OEM and add the date of consultation]

General Comments
General Comments and attachments are **optional**.

Example

- No designated Wild and Scenic, Study Rivers, or NRI Rivers present or not within a quarter mile of the listed river.



5b. NATIONWIDE RIVERS INVENTORY (NRI)

Part 2, Chapter 12 – PD&E Manual

Submit a map from the [Nationwide Rivers Inventory \(NRI\)](#) interactive map.

If your project will involve but will not affect a river segment on the NRI, coordination with FHWA not required. Upload NPS correspondence, if applicable.

If your project will affect a river segment on the NRI but will not have an adverse effect on the NRI river segment, the following steps are required:

1. Determine if there will be an adverse effect on the natural, cultural, or recreational values of the NRI river segment. Coordinate with NPS.
2. If an NRI river segment will be affected but the project will **not have an adverse effect**, in the comment box include the name of the river and details to support this.
3. If there **is an adverse effect** on NRI river segment, coordination with the NPS is required. The project will not be processed as a Type 1 CE.

5b. Will the action involve a river on the Nationwide Rivers Inventory (NRI)? This information can be found in the Environmental Screening Tool or the [NRI interactive map](#)

- No, the project will not involve a river on the NRI
- Yes, the project will involve, but will not affect a river segment on the NRI [Include details to support this determination. Any correspondence with NPS should be added to the project file in SWEPT]
- Yes, the project will affect a river segment on the NRI, but will not have an adverse effect on the natural, cultural, or recreational values of the NRI River segment [See [Part 2, Chapter 12 of the PD&E manual](#) to determine if there is an adverse effect] [Include details to support this determination. Any correspondence with NPS should be added to the project file in SWEPT.]

General Comments

General Comments and attachments are **optional**.

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Example

- The Ochlocknee River, which is listed on the Nationwide Rivers Inventory and is considered an Outstanding Florida Waters "Special Waters," is located just north of the project limits. Although the NRI river is located within 1/4 of a mile from the end of the project area, because of the limited scope, no impacts are expected.



6. ENDANGERED SPECIES ACT (ESA)

[Part 2, Chapter 16 – PD&E Manual](#)

[Part 2, Chapter 17 – PD&E Manual](#)

Step 1: Determine if an ESA listed species and or Essential Fish Habitat (EFH) is present.

Use the following analysis tools to make a determination:

- NOAA EFH Mapper or FNAI Report
- Land Use Review
- Field Visit

Step 2: Determine the likelihood of presence of protected species and the impact determination.

A qualified professional engineer or natural scientist (biologist) should determine the likelihood of presence of protected species and the impact determination. Species Keys, Programmatic Approach, Technical Memorandum, and a Natural Resource Evaluation (NRE) may be used to support the determination.

“No Affect” or Species Key Used

Identify the species in the comment box and attach/highlight the key used.

“May Affect, Not Likely to Adversely Affect”

Provide a concurrence letter from USFWS and/or NMFS.

“May Affect, Likely to Adversely Affect”

FHWA coordination required. Formal consultation may take up to 135 days.

6. Section 7 of the Endangered Species Act (ESA) of 1973, as amended, or Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA):

- No ESA listed species and/or Essential Fish Habitat (EFH) present
- ESA listed species and/or Essential Fish Habitat (EFH) present
- Consultation with the US Fish and Wildlife Service or National Marine Fisheries Service (ESA/EFH), results in

General Comments

General Comments and attachments are **optional**.

B *I* U

Example

- The project location is within the red-cockaded woodpecker consultation area. There are no known colonies within one mile of the project. No impacts to potential nesting trees or foraging habitat will occur for the project. The project will have No Effect on the red-cockaded woodpecker.
- No Eastern indigo snakes were observed during the field review and none were noted by FNAI. The Eastern Indigo Snake Programmatic Effect Determination Key (USFWS 2017) was reviewed and results of the assessment are as follows.
- Based on the scope of work and lack of suitable habitat, the project is expected to have No Effect on the above-referenced threatened / endangered species.
- The project may affect but is not likely to adversely affect the wood stork. USFWS concurred on Date.



7. SECTION 4(f)

Part 2, Chapter 7 – PD&E Manual

No additional action is necessary for this question. RTP projects qualify for an exception to the requirement for Section 4(f) approval in accordance with 23 CFR § 774.13(f)(1).

7. Will the action impact any properties protected by Section 4(f) pursuant to 23 CFR § 774?

i Standard Statement (automatically included in the PDF): This project qualifies for an exception to the requirement for Section 4(f) approval in accordance with 23 CFR § 774.13 (f)(1).



8. HISTORIC AND/OR ARCHAEOLOGICAL RESOURCES

[Part 2, Chapter 8 – PD&E Manual](#)

Section 106 of the National Historic Preservation Act requires federal agencies to consider impacts to historic and archaeological resources.

Step 1: Determine if there are any previously recorded historic or archaeological resources in your area of potential effect (APE).

Submit a *Database Search Report* from the [Florida Master Site File \(FMSF\)](#). To obtain a database search of your project area, please email your request, including the project location description, to sitefile@dos.myflorida.com.

The FMSF is the State of Florida's official inventory of historical and cultural resources. Site File staff is available to assist citizens, government agencies and historic preservation professionals in performing searches and obtaining information from inventory. These record searches are for informational purposes only and **DO NOT** constitute a project review or provide project approval from the Division of Historical Resources (DHR) State Historic Preservation Officer (SHPO).

8. Historic and/or Archaeological Resources protected under Section 106 of the National Historic Preservation Act

No Historic or Archaeological resources present within the APE

Pursuant to [Section 106 Programmatic Agreement](#) (include appropriate documentation):

Determination of No Involvement

Determination of "No Effect"

Determination of "No Adverse Effect"

Determination of "Adverse Effect" [Contact the Office of Environmental Management (OEM)]

General Comments
General Comments and attachments are **optional**.

B I U [List icons] [Magnifying glass icon]

Example

- Due to the limited nature of the proposed improvements, the project will have no adverse effects on the National Register eligible resources. The SHPO concurred with this finding on date.
- FDOT prepared and submitted a technical memorandum to the SHPO in accordance with the 2016 Section 106 Programmatic Agreement. Examination of FMSF records and results of pedestrian survey and archaeological testing indicate no resources present. The SHPO concurred that the proposed project will have no effect on NRHP-listed or eligible.



8. HISTORIC AND/OR ARCHAEOLOGICAL RESOURCES

[Part 2, Chapter 8 – PD&E Manual](#)

Step 2: Request the Compliance and Review Section of SHPO to conduct a review of your project area (if not already done so during the application process).

Please send the Compliance and Review Section an email at CompliancePermits@DOS.MyFlorida.com and be sure to inform them your request is in regards to a Recreational Trails Program federally funded project and include the project number. Utilize the [Minimum Review Documentation Requirements](#) .pdf provided on DHR's website for guidance on submission package details.

Submit all materials provided to the SHPO office on which the review was conducted and submit the subsequent SHPO Compliance and Review Section review letter.

The [SHPO Compliance and Review Section](#) reviews development projects of all types and provides technical assistance to ensure compliance with state and federal preservation laws mandating consideration of a project's impact on historic and archaeological properties.

The SHPO Compliance and Review Section review letter will provide one of two responses:

- **Response A:** Request that a new Cultural Resource Assessment Survey (CRAS) or other survey be conducted in the project area, or
- **Response B:** Conclude that the proposed project is unlikely to affect cultural resources and provide an unexpected discoveries protocol.



8. HISTORIC AND/OR ARCHAEOLOGICAL RESOURCES

Part 2, Chapter 8 – PD&E Manual

Step 3: Complete the Section 106 process by coordinating with your RTP coordinator.

If you received **Response A** where SHPO determined that your project requires a CRAS or other survey:

- Please have a qualified cultural resource management firm conduct a new survey and produce a CRAS Report (and associated SHPO forms). Provide these materials to your RTP coordinator and submit to SHPO for review. Stipulation VII of the Section 106 PA provides guidance on this process and Part 2, Chapter 8 of the PD&E Manual provides additional support. The SHPO will evaluate the survey efforts, results, and the proposed determination of project efforts during their review and provide a Concurrence Letter on the project.

If you received **Response B** where SHPO determined that the proposed project is unlikely to affect cultural resources:

- A Section 106 PA Stipulation V/VI Form must be completed by FHWA and submitted to SHPO for review. Notify your RTP coordinator and collaborate with them to get this form completed and submitted to SHPO.
 - If SHPO does not object to the submission within 30 days from receipt, FHWA assumes concurrence with the presented determination of “No Effect.” Attach the Stipulation V/VI Form to the checklist as justification for a Determination of “No Effect.”
 - If SHPO objects to the submission within 30 days from receipt, the project will be processed according the appropriate guidance in Response A.



9. NOISE CONSIDERATIONS

[Part 2, Chapter 18 – PD&E Manual](#)


If your project is **Non-Motorized**, a noise analysis is not required.

If your project is **Motorized**, coordination with FHWA is required to determine if a noise analysis is required.

9. Noise considerations





The project does not require a Noise Analysis

The project does require Noise Analysis

 **Appropriate Documentation**

General Comments

General Comments and attachments are **optional**.

B *I* U    



10. CONTAMINATION CONSIDERATIONS

[Part 2, Chapter 20 – PD&E Manual](#)


Submit a [DEP Brownsfield Map](#) to determine the level of contamination involvement. Field visit reports or environmental surveys are also acceptable.

Documentation of contamination screening evaluation is required to demonstrate that contamination involvement in the project is considered and addressed as appropriate. If contamination involvement is identified, documentation should include a Level 1 evaluation report, a technical memorandum, and/or coordination letters. A Technical Memorandum is prepared for those projects with no contamination impact or with minimal contamination involvement.

Also provide a summary of findings in the comment box in the checklist and upload the required documentation as appropriate in SWEPT.

10. Contamination considerations

The project was evaluated (provide brief summary in text box and attach appropriate documentation)

 **Appropriate Documentation** **Upload**

General Comments
General Comments are **required**.

B I U [List Icon] [Link Icon] [Image Icon] [Magnifying Glass Icon]

Example

- No significant involvement with hazardous materials or petroleum contamination is expected. See the tech memo in the project file.
- Review of appropriate databases was conducted, and no recorded contamination sites were found in the project area. A survey for asbestos was conducted and no asbestos was found. Therefore, it is determined that there will be no contamination issues.



11. PLANNING CONSISTENCY

Planning Consistency for Type 1 CE's is met when the project is in the State Transportation Improvement Program (STIP).

Documentation of planning consistency is required. If you have not obtained the documentation yet, go to the [TIP/STIP](#) online report. Make a PDF of that page, save it, and upload it.

The TIP/STIP report is NOT project-specific but instead list allocations for all projects. Uploading the entire report will satisfy the documentation requirement for this checklist item.

To finalize this segment, upload a copy of the [2022-2023 Recreational Trails Program Priority List](#) to demonstrate that the project, and its approved scope of work, have been awarded funding.

11. Planning Consistency

This Project was reviewed for fiscal constraint and determined to have committed, available or reasonably available funds for the implementation of all the phase(s) of the Project within the time period anticipated for completion of the Project. [23 CFR Part 450]

Documentation of planning consistency is required. Use the **Upload** button below to attach one or more TIP or STIP pages. The project-specific page within the adopted or amended STIP fulfills the documentation requirement. If you have not obtained the documentation yet, go to the project-specific page on the [TIP/STIP](#) online report. Make a PDF of that page, save it, and upload it below. It will be attached to the form and saved in the SWEPT project file.

TIP/STIP Pages

Upload



NEPA GUIDANCE

The following NEPA guidance is available on the [RTP Website](#).

- [NEPA Onboarding for DEP Grantees](#)
- [Type 1 CE Webinar](#)
- [NEPA Assignment](#)
- FDOT [PD&E \(NEPA\) Manual](#)
- Requirements for Type 1 Categorical Exclusion (CE) Checklist
- SWEPT Guide to Submit Type 1 Categorical Exclusion (CE) Checklist
- [Natural Resource Evaluation \(NRE\) Guidance](#)
 - Additional Resources: <https://www.fdot.gov/environment/protected-species-and-habitat>
- Consultant Procurement Aids
 - [PD&E Staff Hours Estimation Guidelines and Forms](#)
 - [Unlimited & Technical Prequalified Consultants](#)
 - [Technical Only Prequalified Consultants](#)

[Rule 14-75, F.A.C.](#)

You do not have to use a consultant from these lists if they meet the qualification requirements outlined in the Rule.



COMMENCEMENT DOCUMENTATION

FY22-23 RTP Grant Management
Onboarding Webinar



COMMENCEMENT DOCUMENTATION

- [Commencement Checklist \(OGT-11\)](#)
 - [2022 Revised Commencement Checklist](#)
- [Commencement Checklist Descriptions](#)
- [Pre-Construction Certification \(OGT-12\)](#)
- [List of Facilities to be Constructed](#)
- [Budget Cost Analysis Form and Instructions \(DEP 55-229\)](#)
- [LWCF Manual Possession Certification \(DRP-134\)](#)
- [FHWA RTP Guidance RTP Possession Certification](#)
- Boundary Map
- Site Plan
- Copies of all Contracts and Bids
- Schedule of Values
- Permits
- Certification of Grantee Owned Equipment



COMMENCEMENT CHECKLIST (OGT-11)

Commencement documentation is due 12 months after execution of the grant agreement and must be reviewed and approved by the Department prior to the issuance of a Notice to Proceed.

****If at any point you anticipate that you will not meet the Task 1, commencement deadline, please notify your RTP coordinator immediately.***

Part of Task 1, which is a no cost deliverable.

Attachment 3, Grant Work Plan

This [Commencement Checklist Descriptions](#) provides additional details concerning commencement documentation requirements. If further explanation or clarification is needed as to what is required for commencement, please reach out to me directly.

Document	Development	Equipment
Boundary Map (with legal description)	X	
Site Plan (signed and sealed)	X	
List of Facilities To be Constructed (signed and dated)	X	
Pre-Construction Certification (signed and dated)	X	
Grant Project PD&E Data Sheet (with back-up documentation)	X	X
Statement of Purpose		
Goals & Objectives		
Method of Evaluation		
List of Materials & Production Costs (signed and dated)		X
List of Equipment and Expected Costs (signed and dated)		X
Proposed Five Year Work Plan (locations and projects)		

OGT-11
Effective Date: 5/1/01

RECREATIONAL TRAILS PROGRAM (RTP)

Commencement Documentation Checklist

Project Number: _____
Project Name: _____
Project Sponsor: _____

NEPA Documentation (FHWA/FDOT)

- Site Plan and Project Description
- U.S. Geological Survey (USGS) Project Location Map
- ROW Statement and Documentation
 - Wetlands Impacts Statement and Documentation
 - U.S. Army Corps of Engineers (USACE) Permit
 - DEP Section 404 Environmental Resource Permit (ERP)
- Waterway Crossing Statement
 - United States Coast Guard (USCG) Bridge Permit
- Floodplain Encroachment Documentation
 - Wild and Scenic River or Study River Statement
 - Nationwide Rivers Inventory (NRI) Statement
- Endangered Species Act (ESA) and/or Essential Fish Habitat (EFH) Documentation
 - US Fish and Wildlife or National Marine Fisheries Service (ESA/EFH) Consultation
- Historic and/or Archaeological Resources Documentation
 - State Historic Preservation Officer (SHPO) Letter
- Noise Consideration Statement
 - Cultural Resource Assessment Survey (CRAS)
- Contamination Considerations Documentation
 - Brownfields Map
- Planning Consistency Documentation
 - STIP Project Detail and Summaries Online Report
 - Approved FY Priority List

OGT-10 Documentation (DEP)

- Boundary Map with Legal Description
- Site Plan (Signed & Sealed _____)
- List of Facilities to be Constructed

Commencement Documentation (DEP)

- Status Reports
- Federal Highway Administration (FHWA) Possession Guidance Certification
- Land and Water Conservation Fund (LWCF) Manual Possession Certification (DRP-134)
- Pre-Construction Certification (OGT-12)
- Budget Cost Analysis (BCA) (DEP 55-229)
 - Contractual Services: Procurement Documentation
 - Contractual Services: Subcontracts with State and Federal Attachments
 - In-Kind Services: Staff Name, Title, and Position Description
 - In-Kind Services: Volunteer Organization Information
- Updated Proof of Insurance
- State Clearing House Review [sent _____]; finished [_____]

NEPA Approval and Notice to Proceed Issuance

- NEPA approval awarded on _____
- Notice to Proceed (NTP) issued on _____

Revised 10/01/2022



PRE-CONSTRUCTION CERTIFICATION (OGT-12)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

RECREATIONAL TRAILS PROGRAM

Pre-Construction Certification

PROJECT NAME: Peaceful Waters Boardwalk
PROJECT SPONSOR: Village of Wellington PROJECT NO. T18028

The PROJECT SPONSOR certifies that all final plans and specifications (i.e., site architectural, engineering) to be used in conjunction with the above referenced project were prepared and certified by an insured, registered architect, engineer or landscape architect (as appropriate) and meet all applicable federal, state and local codes and current engineering practices; that health, safety, durability and economy were considered and incorporated in these plans consistent with the scope and objectives of the project; that full, handicapped accessibility pursuant to the requirements of all applicable laws, is incorporated in the design; that the proposed development is compatible with its surrounding environment; that all required local, state and federal environmental permits and approvals have been obtained; and that provisions have been made to insure adequate supervision of construction by competent personnel.

Project Liaison Agent (print and sign name) Date

Submit a pre-construction certification, signed and dated by the project liaison agent.

Grantee must certify that the following meets all applicable federal, state, and local codes and current engineering practices:

- Final plans and specifications were prepared and certified by an insured, registered architect, engineer, or landscape architect.
- Health, safety, durability, and economy were considered and incorporated in the project plans.
- ADA accessibility pursuant to the requirements of all applicable laws are incorporated in design.
- Project is compatible with the surrounding environment.
- And all required permits and approvals have been obtained.



LIST OF FACILITIES TO BE CONSTRUCTED

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



RECREATIONAL TRAILS PROGRAM

List of Facilities to be Constructed

Project Name: Timpochee Trail Extension
 Project Sponsor: Walton County
 RTP Project Number: T19019

Quantity	Description	Total Cost
1	10' x 640 L.F. (+/-10%) hard-surface trail	\$ 200,997.30
1	12' x 320 L.F. (+/-10%) precast elevated boardwalk	\$ 572,025.00
TOTAL COST		\$ 773,022.30

Project Liaison Name: Melinda Gates
 Liaison Signature & Date: Melinda Gates 1/5/2023

Submit a list of facilities to be constructed, identifying the quantity and project element to be constructed, and a cost estimate for each item, signed and dated by the project liaison agent.

Planning expenses for the project should be divided between the elements within the approved scope of work.

If any items are to be constructed via contractual services, costs should be confirmed by the bid tabulation or schedule of values.

- Contractual – exact cost*
- Grantee Labor – estimated cost*
- Direct Material Purchases – estimated cost*



BUDGET COST ANALYSIS (DEP 55-229)

A detailed budget is required to determine the maximum amount needed under cost-reimbursement contracts/agreements. This form should list the total project budget and must be signed and dated by the project liaison.

The **Budget Cost Analysis (BCA)** should demonstrate that the project was determined to be allowable under the guidance of 23 CFR 206 and 62S-2, F.A.C. All costs must be deemed reasonable and allowable, and considered necessary in enhancing Florida recreational trail system.

Entries should be divided by Task as assigned in the Grant Agreement, and entered into the correct expense category.

Florida Department of Environmental Protection
DEP BUDGET-COST ANALYSIS FORM

Required Signatures: Original Ink

PROJECT TITLE: T19002, Wakulla County Hudson Park New Trail Amenities

BUDGET DETAIL				COST ANALYSIS				
Budget items below to be provided by the Contractor. See attached instructions.				Cost Analysis to be completed by the Department Contract Manager. See attached instructions.				
1. PERSONNEL EXPENSES				COMMENTS (Basis for Decision)				
A. Salaries - (Name/Title/Position)				% Allocation	Allowable	Reasonable	Necessary	
Hourly Cost (\$)	Hours	Totals (\$)						
B. Fringe Benefits (Rate% * Total salaries applicable)								
Rate %	Total Sal. App.	Total \$						
0.00%	0	0						
Total Personnel Expenses (A+B)								
0								
2. Contractual Services								
Description	Fee/Rate \$	Quantity	Totals \$					
Task 1 - Design and Engineering (Hammond Design Group, LLC)	26,284.00	1	\$ 26,284.00		Yes	Yes	Yes	
Task 2 - 12' x 1,422 L.F. (+/-10%) hard-surface trail (Hydra)	1,558.00	93	\$ 144,894.00		Yes	Yes	Yes	
Task 2 - Park Benches (Hydra)	2,500.00	12	\$ 30,000.00		Yes	Yes	Yes	
Task 2 - Trash Receptacles (Hydra)	2,000.00	7	\$ 14,000.00		Yes	Yes	Yes	
Task 2 - Bike Racks (Hydra)	1,000.00	2	\$ 2,000.00		Yes	Yes	Yes	
Total Supplies			\$ 217,178.00	100%				
This project was determined to be allowable under the guidance of 23 CFR 206 and 62S-2. All costs have been deemed reasonable and allowable, and are considered necessary in enhancing Florida's recreational trail system.								
3. Travel								
Purpose/Destination	Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$			
Total Travel					0			
4. Equipment								
Description	Unit Cost \$	Quantity	Totals \$					
Total Equipment			0					

BGS DEP 55-229 (08/2016) Page 1 of 2

				% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
5. Rental/Lease of Equipment								
Description	Fee/Rate \$	Quantity	Totals \$					
			0					
			0					
			0					
Total Contractual			0					
6. Miscellaneous/Other Expenses								
Description	Unit Cost \$	Quantity	Totals \$					
			0					
			0					
			0					
Total Miscellaneous			0					
7. Overhead/Indirect - Base:								
Rate %	Base \$	Total \$	0					
0.00%	0	0	0					
8. Total Budget								
			\$ 217,178.00					

CERTIFICATION
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: Natalie Knowles
Signature: [Handwritten Signature]
Title: Grant Manager
Date: 10/12/2022

BGS DEP 55-229 Effective 8-30-2016

BGS DEP 55-229 (08/2016) Page 2 of 2



BUDGET COST ANALYSIS (DEP 55-229)

Personnel Expenses

If the project is to be constructed using in-kind services, in whole or part, the following is required:

A. Salaries **REQUIRED**

- Employee Name & Title
- Employee Rate of Pay (Hourly Cost)
- Estimated Number of Hours to be Charged for Each Employee
- Position Descriptions

**Divide annual salaries by 2080 hours to find the hourly rate.

B. Fringe Benefits **OPTIONAL**

- Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations on an attachment.
- Fringe Benefits may be calculated up to 40%.

In-kind labor must consist of staff members who are completing the actual labor (“boots on the ground”) and cannot cover supervisory or management positions whatsoever. Exceptions may apply, with Department approval. These expenses are only eligible as match and will not be reimbursed with grant funds.

				% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
1. PERSONNEL EXPENSES								
A. Salaries - (Name/Title/Position)								
Task 2 - Joe Rosimini, Public Works Director	Hourly Cost (\$)	Hours	Totals (\$)		Yes	Yes	Yes	This project was determined to be allowable under the guidance of 23 CFR 206 and §62S-2. All costs have been deemed reasonable and allowable, and are considered necessary in enhancing Florida's recreational trail system.
Task 2 - Ricco Watkins, Street Foreman	\$ 16.32 *	70	= \$ 1,142.40		Yes	Yes	Yes	
Task 2 - Kenneth Hall, Shop Mechanic/Animal Control/Backup Driver	\$ 15.20	70	= \$ 1,064.00		Yes	Yes	Yes	
Task 2 - Phillip Denmark, Street Department Laborer	\$ 12.75 *	70	= \$ 892.50		Yes	Yes	Yes	
Task 2 - Ron Brumly, Equipment Mechanic II	\$ 12.00 *	70	= \$ 840.00		Yes	Yes	Yes	
Task 2 - Greg Seabrooks, Water Specialist II	\$ 18.23 *	60	= \$ 1,093.80		Yes	Yes	Yes	
Task 2 - William Kinsey, Water Specialist	\$ 17.86	60	= \$ 1,071.60		Yes	Yes	Yes	
Task 2 - Derrick Jennings, Meter Reader	\$ 16.07	60	= \$ 964.20		Yes	Yes	Yes	
	\$ 12.77 *	60	= \$ 766.20		Yes	Yes	Yes	
	Total Salaries		\$ 7,834.70					
B. Fringe Benefits (Rate% * Total salaries applicable)								
	Rate %	Total Sal. App.	Total \$					
	0.00% *	0	\$ -					
Total Personnel Expenses (A+B)			\$ 7,834.70	6%				



BUDGET COST ANALYSIS (DEP 55-229)

Contractual Services

If the project is to be competitively bid for vendor services, the following documentation is required:

- Procurement Documentation
 - ITB, RFP, bid advertisement, bid submissions, meeting minutes, intent to award, etc.)
- Schedule of Values or Bid Tabulation
- Executed Subcontract to include required federal attachments

Planning expenses (design, engineering, surveying, permitting) are only eligible for reimbursement if they are included in the project's scope of work.

2. Contractual Services							
Description	Fee/Rate \$	Quantity	Totals \$				
Task 1 - Design and Engineering (Hammond Design Group, LLC)	26,284.00 *	1	= \$ 26,284.00	Yes	Yes	Yes	This project was determined to be allowable under the guidance of 23 CFR 206 and §62S-2. All costs have been deemed reasonable and allowable, and are considered necessary in enhancing Florida's recreational trail system.
Task 2 - 12' x 1,422 L.F. (+/-10%) hard-surface trail (Hydra)	1,558.00 *	93	= \$ 144,894.00	Yes	Yes	Yes	
Task 2 - Park Benches (Hydra)	2,500.00 *	12	= \$ 30,000.00	Yes	Yes	Yes	
Task 2 - Trash Receptables (Hydra)	2,000.00 *	7	= \$ 14,000.00	Yes	Yes	Yes	
Task 2 - Bike Racks (Hydra)	1,000.00 *	2	= \$ 2,000.00	Yes	Yes	Yes	
Total Supplies			\$ 217,178.00	100%			



BUDGET COST ANALYSIS (DEP 55-229)

Miscellaneous/Other Expenses

If the project includes direct purchases of material or equipment (i.e. fitness stations, trash cans, signage), the following documentation is required:

- Cost estimates for equipment and material purchased.

If any project elements are directly purchased from a vendor, the Grantee must indicate the cost of installation by either in-kind or contractual services.

6. Miscellaneous/Other Expenses								
Description	Unit Cost \$	Quantity	Totals \$					
Task 2: purchase of benches (Perennial)	\$ 207.05 *	20	= \$ 4,141.00	Yes	Yes	Yes	This project was determined to be allowable under the guidance of 23 CFR 206 and §625-2. All costs have been deemed reasonable and allowable, and are considered necessary in enhancing Florida's recreational trail system.	
Task 2: purchase of pedestrian counter (Eco-Counter)	\$ 3,865.00 *	1	= \$ 3,865.00	Yes	Yes	Yes		
Task 2: purchase of trash cans and recycling bins (Bliss)	\$ 1,603.62 *	13	= \$ 20,847.00	Yes	Yes	Yes		
	*		=					
Total Miscellaneous			\$ 28,853.00	7%				



LWCF MANUAL POSSESSION CERTIFICATION (DRP-124)

Florida Department of Environmental Protection
RECREATIONAL TRAILS PROGRAM
CERTIFICATION OF POSSESSION LWCF MANUAL

Required Signatures: **Adobe Signature**

GRANTEE: _____

PROJECT TITLE: _____

I, _____ hereby certify that the
_____ has in its possession a copy of the
U.S. Department of Interior's *Land and Water Conservation Fund Manual*.

SIGNED: _____ DATE: _____

DRP-134 (Effective 02-16-2017) Page 1 of 1

If applicable, submit an **RTP Certification of Possession LWCF Manual** signed and dated by the project liaison agent.

Grantee must certify that they have in their possession a copy of the [Land and Water Conservation Fund Manual](#). A link to the manual can be found on the RTP website under Commencement along with the LWCF Certification form.



FHWA RTP GUIDANCE POSSESSION CERTIFICATION

FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
RECREATIONAL TRAILS PROGRAM

FHWA Guidance & F.A.C. 62S-2

GRANTEE: _____

PROJECT TITLE: _____

I, _____, hereby certify the _____

has in its possession a copy of the *Federal Highway Administration's Guidance*
for the Implementation of the Recreational Trails Program and *Chapter 62S-2, F.A.C.,*
Recreational Trails Program.

SIGNED: _____ DATE: _____

Submit a FHWA guidance certification, signed and dated by the project liaison agent.

Grantee must certify that they have in their possession a copy of the Federal Highway Administration Guidance for the implementation of the Recreational Trails Program and Rule Chapter 62S-2, F.A.C.



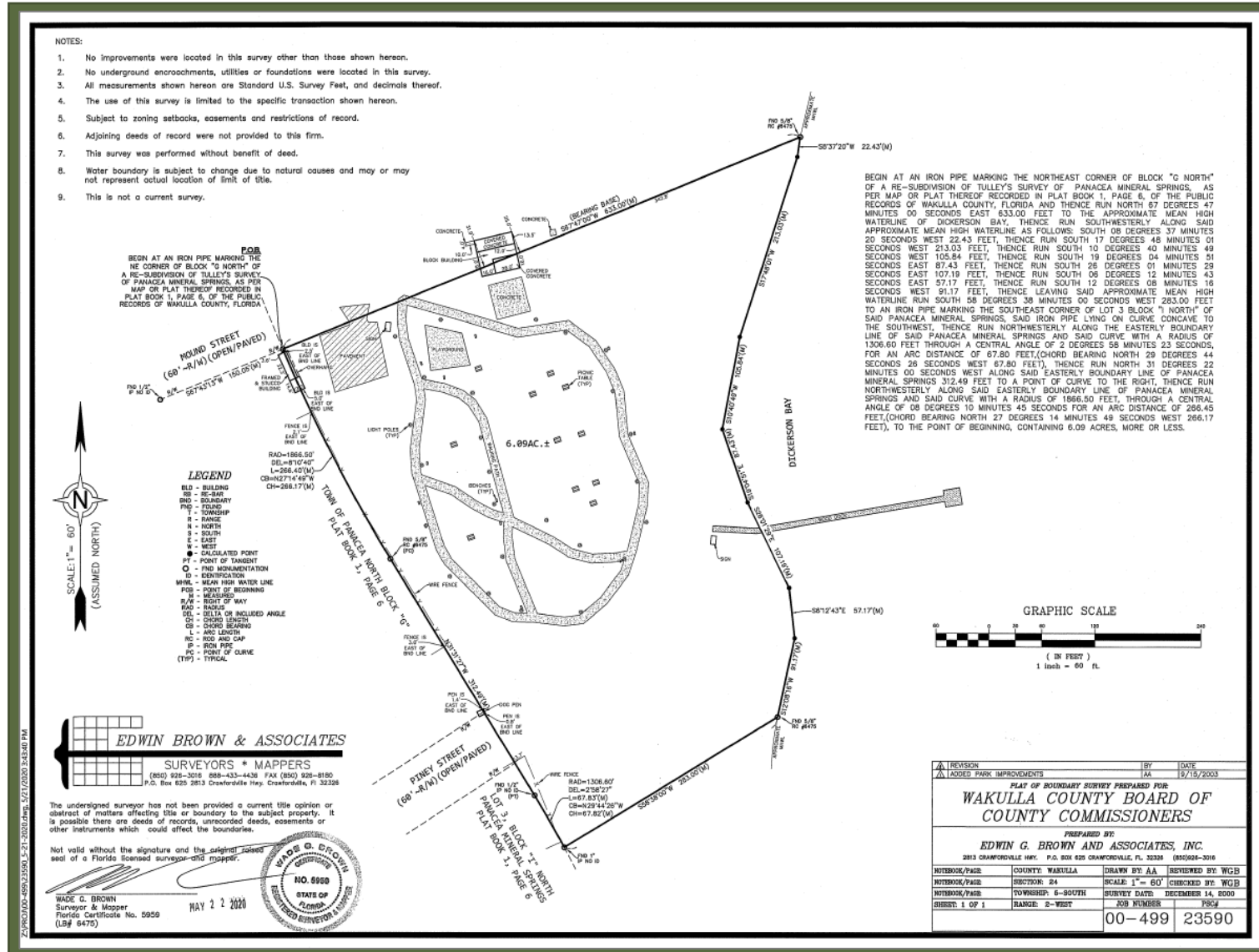
BOUNDARY SURVEY

The **Boundary Survey**, also known as a **Boundary Map Survey**, of the project site should clearly delineate the project area and provide a legal description of the property.

The boundary map must be signed, sealed and dated by a Florida registered land surveyor.

Please refer to the commencement checklist descriptions for more details on boundary map survey requirements.

Boundary map survey must be dated within 4 years of the current fiscal year.





CONCEPTUAL SITE PLAN

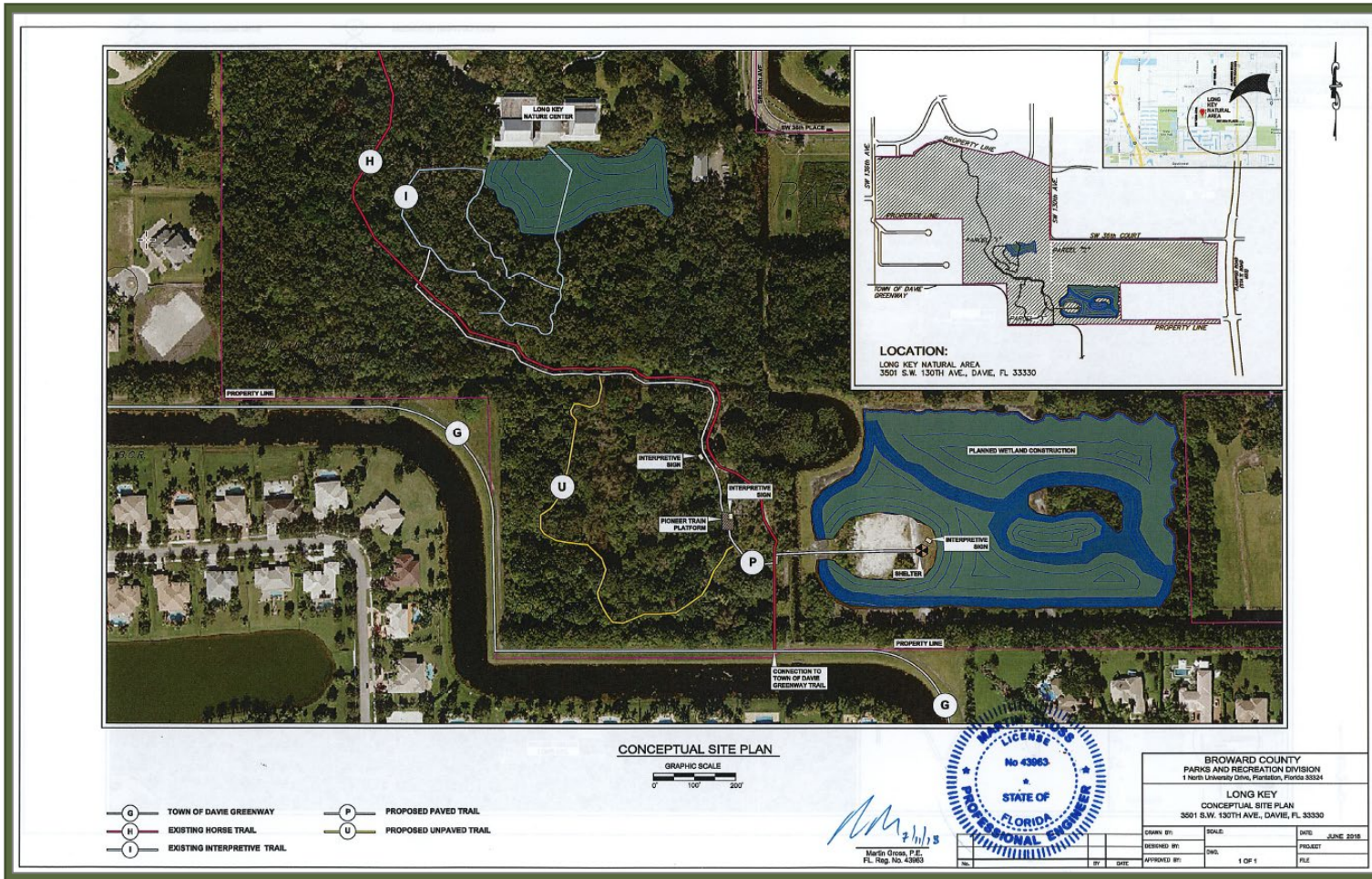
The **Conceptual Site Plan** should depict the location of the RTP elements outlined in the scope of work within the project's boundary area.

Engineering plans with detailed specifications not required. Please include a key or legend or color code elements.

Must be signed, sealed, and dated by an insured, registered architect, engineer or landscape architect.

Any changes to the site plan require approval from the Department.

The site plan must be dated after the grant agreement execution date.





PROCUREMENT DOCUMENTATION AND AWARDED SUBCONTRACTS

If a project is being bid for vendor services (contractual), copies of all contracts and bid documents must be provided.

- Procurement Documentation
 - ITB, RFP, bid advertisement, bid submissions, meeting minutes, intent to award, etc.)
- Schedule of Values or Bid Tabulation
- Executed Subcontract to include required federal attachments

The executed subcontract must include the required federal attachments. These attachments should be physically attached to the subcontract upon execution.

- Attachment 8, Contract Provisions for FDOT
- Attachment 9, Contract Provisions for FHWA
- Exhibit F, Appendices A and E
- Exhibit G, 49 CFR 26.13
- Exhibit H, General Terms & Conditions for Contractors and Recipients

11. Subcontracting.

- a. 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. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.
- b. The Grantee shall physically attach: (1) Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements; (2) Attachment 9, Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts; (3) Exhibit F, Appendices A and E; (4) Exhibit G, 49 CFR §26.13; and (5) Exhibit H, FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards to all subcontracts executed under this Agreement|



SCHEDULE OF VALUES

A schedule of values or bid tabulation is usually obtained when a project is bid competitively for vendor services (contractual).

The schedule of values must only include the costs which are allowable, reasonable and necessary for the construction of all RTP elements outlined in the scope of work. All line items will require approval by Department staff.

If your RTP project is part of a much larger project being bid together, you must ensure that the RTP line items are clearly identified or separated in the schedule of values. This is to ensure there is no commingling of funds.

The manner in which a project is constructed will determine the amount of supporting documentation required for finalizing the completion process and receiving reimbursement.

Knowing what costs or line items are necessary for the construction of each element are required for completing the List of Facilities and Budget Cost Analysis at both time of commencement and project completion.





SCHEDULE OF VALUES



GREAT EXAMPLE

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED						TOTAL COMPLETED & STORED TO DATE VALUE	% COMPLETED	BALANCE TO FINISH		
						FROM PREVIOUS APPLICATIONS		THIS PERIOD		MATERIALS STORED THIS PERIOD	TOTAL COMPLETED & STORED TO DATE VALUE				% COMPLETED	BALANCE TO FINISH
						QTY	%	VALUE	QTY							
1 GENERAL CONDITIONS																
1	Performance & Payment Bond	1	LS	\$19,185.00	\$19,185.00	1	100.00%	\$19,185.00	0.00%	\$0.00	\$0.00	\$19,185.00	100.00%	\$0.00		
2	Mobilization	1	LS	\$20,000.00	\$20,000.00	1	100.00%	\$20,000.00	0.00%	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00		
3	Demobilization	1	LS	\$8,775.00	\$8,775.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$8,775.00		
4	Submittals	1	LS	\$10,000.00	\$10,000.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00		
5	Project Management & Supervision	6	MO	\$7,500.00	\$45,000.00	3	50.01%	\$22,500.00	1	16.67%	\$7,500.00	\$0.00	\$30,000.00	66.68%	\$15,000.00	
6	Preconstruction Video	1	LS	\$300.00	\$300.00	1	100.00%	\$300.00	0.00%	\$0.00	\$0.00	\$300.00	100.00%	\$0.00		
7	Site Camera	1	LS	\$3,000.00	\$3,000.00	1	100.00%	\$3,000.00	0.00%	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00		
8	Elevation Bench Marks	1	LS	\$5,000.00	\$5,000.00	1	100.00%	\$5,000.00	0.00%	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00		
9	As-Builts	1	LS	\$9,000.00	\$9,000.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00		
10	Temporary Water Connection	1	LS	\$7,000.00	\$7,000.00	1	100.00%	\$7,000.00	0.00%	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00		
11	Silt Fencing	1	LS	\$10,000.00	\$10,000.00	1	100.00%	\$10,000.00	0.00%	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00		
	SUBTOTAL				\$137,260.00			\$86,985.00		\$7,500.00	\$0.00	\$94,485.00		\$42,775.00		
2 BOARDWALK																
1	Clearing	1	LS	\$11,963.00	\$11,963.00	1	100.00%	\$11,963.00	0.00%	\$0.00	\$0.00	\$11,963.00	100.00%	\$0.00		
2	Auger/Pin Piles	28	EA	\$1,500.00	\$42,000.00	27	96.43%	\$40,500.00	0.00%	\$0.00	\$0.00	\$40,500.00	96.43%	\$1,500.00		
3	Framing	122	LF	\$225.00	\$27,450.00	122	100.00%	\$27,450.00	0.00%	\$0.00	\$0.00	\$27,450.00	100.00%	\$0.00		
4	Decking	122	LF	\$175.00	\$21,350.00	0	0.00%	\$0.00	120	98.36%	\$21,000.00	\$0.00	\$21,000.00	98.36%	\$350.00	
5	Handrails	325	LF	\$125.00	\$40,625.00	0	0.00%	\$0.00	290	89.23%	\$36,250.00	\$0.00	\$36,250.00	89.23%	\$4,375.00	
6	Concrete Boardwalk Landing	1	LS	\$12,000.00	\$12,000.00	1	100.00%	\$12,000.00	0.00%	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00		
	SUBTOTAL				\$155,388.00			\$91,913.00		\$57,250.00	\$0.00	\$149,163.00		\$6,225.00		
3 MULCHED TRAILS																
1	Tree Removal	1	LS	\$45,000.00	\$45,000.00	1	100.00%	\$45,000.00	0.00%	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00		
2	Limestone Placement & Compaction	1100	LF	\$50.00	\$55,000.00	1100	100.00%	\$55,000.00	0.00%	\$0.00	\$0.00	\$55,000.00	100.00%	\$0.00		
3	Mulch	1100	LF	\$10.00	\$11,000.00	1100	100.00%	\$11,000.00	0.00%	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00		
	SUBTOTAL				\$111,000.00			\$111,000.00		\$0.00	\$0.00	\$111,000.00		\$0.00		
4 PAVER PATH																
1	Remove Existing Pavers	1	LS	\$4,000.00	\$4,000.00	1	100.00%	\$4,000.00	0.00%	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00		
2	Limestone Placement & Compaction	661	LF	\$50.00	\$33,050.00	661	100.00%	\$33,050.00	0.00%	\$0.00	\$0.00	\$33,050.00	100.00%	\$0.00		
3	Paver Base	661	LF	\$12.00	\$7,932.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$7,932.00		
4	Pavers	661	LF	\$20.00	\$13,220.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$13,220.00		
	SUBTOTAL				\$58,202.00			\$37,050.00		\$0.00	\$0.00	\$37,050.00		\$21,152.00		
5 KAYAK/CANOE LANDING																
1	Aluminum Bridge	1	LS	\$24,000.00	\$24,000.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$24,000.00		
2	Float Landing	1	LS	\$26,000.00	\$26,000.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$26,000.00		
	SUBTOTAL				\$50,000.00			\$0.00		\$0.00	\$0.00	\$0.00		\$50,000.00		
6 PARKING AREA																
1	Surveyor Pin	1	LS	\$7,000.00	\$7,000.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00		
2	Stormwater Drainage	1	LS	\$26,000.00	\$26,000.00	1	100.00%	\$26,000.00	0.00%	\$0.00	\$0.00	\$26,000.00	100.00%	\$0.00		
3	Swale	1	LS	\$9,000.00	\$9,000.00	1	100.00%	\$9,000.00	0.00%	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00		
4	Grade Area	1	LS	\$18,500.00	\$18,500.00	1	100.00%	\$18,500.00	0.00%	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00		
5	Limerock Placement	1	LS	\$9,000.00	\$9,000.00	0.6	60.00%	\$5,400.00	0.00%	\$0.00	\$0.00	\$5,400.00	60.00%	\$3,600.00		
6	#57 Rock Placement	1	LS	\$5,000.00	\$5,000.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00		
7	Concrete Handicap Parking	1	LS	\$8,500.00	\$8,500.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00		
8	Injection Well	1	LS	\$43,000.00	\$43,000.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$43,000.00		
9	Exit Gate	1	LS	\$1,650.00	\$1,650.00	0	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$1,650.00		
	SUBTOTAL				\$127,650.00			\$58,900.00		\$0.00	\$0.00	\$58,900.00		\$68,750.00		
	GRAND TOTAL				\$639,500.00			\$385,848.00		\$64,750.00	\$0.00	\$450,598.00	70.46%	\$188,902.00		

- Project was bid out only for the RTP construction and all line items were approved for cost reimbursement.
- Schedule of Values broke the line items out by cost of each project element which is how it will be reflected in the pay apps.
 - General Conditions
 - Boardwalk
 - Mulched Trails
 - Paver Path
 - Kayak/Canoe Landing
 - Parking Area



SCHEDULE OF VALUES

Application No.		For Period Ending: 7/31/2019											
Item	Description of Work	Est Qty	Unit	Unit Price	Est Amount	Previous Installed Quantity	Previous Amount	Installed Quantity This Period	Total Amount This Period	Total Quantities Completed	Total Amount Completed	Percent Completed	
2227-1	DIRECTIONAL SIGN	1.0	EA	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -	0	\$ -	0.00%	
2870-1	BIKE RACK	1.0	EA	\$ 500.00	\$ 500.00		\$ -		\$ -	0	\$ -	0.00%	
2870-2	BENCH	2.0	EA	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	0	\$ -	0.00%	
2870-3	ANIMAL PROOF TRASH RECEPTACLE	2.0	EA	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	0	\$ -	0.00%	
2870-4	PET WASTE STATION	1	EA	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	0	\$ -	0.00%	
2870-5	TABLE	2	EA	\$ 3,000.00	\$ 6,000.00		\$ -		\$ -	0	\$ -	0.00%	
2870-6	EMERGENCY SOLAR CALL TOWER	1	EA	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	0	\$ -	0.00%	
2875-1	SQUARE SHELTER	1	EA	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	0	\$ -	0.00%	
2875-2	REST AREA SHELTER	2	EA	\$ 15,000.00	\$ 30,000.00		\$ -		\$ -	0	\$ -	0.00%	
3300-1	CONCRETE PAD REST AREA 4'x4'x4"	294	SF	\$ 50.01	\$ 14,702.00		\$ -	141	\$ 7,050.00	141	\$ 7,050.00	46.91%	
3300-2	CONC. PAD ANIMAL WASTE TRASH RECEPTACLE 4'	100	SF	\$ 9.00	\$ 900.00		\$ -	130	\$ 1,170.00	130	\$ 1,170.00	130.00%	
3300-3	CONCRETE PAVILION SHELTER 8'x8'x4' TRUCK	100	SF	\$ 9.13	\$ 913.00		\$ -	152.25	\$ 1,393.50	152.25	\$ 1,393.50	152.25%	
3300-4	CONCRETE PAD TABLE 4'x4' TRUCK	44	SF	\$ 2.73	\$ 1,201.00		\$ -	77	\$ 210.00	77	\$ 210.00	50.00%	
3300-4	CONC. PAD TABLE ANIMAL WASTE TRASH RECEPTACLE 4'	25	SF	\$ 5.20	\$ 1,300.00		\$ -	38	\$ 195.00	38	\$ 195.00	152.00%	
3300-4	CONC. PAD SOLAR EMERGENCY CALL TOWER 4'	9	SF	\$ 10.00	\$ 90.00		\$ -		\$ -	0	\$ -	0.00%	
3300-7	CONC. PAD SOLAR EMERGENCY CALL TOWER 4'	9	SF	\$ 6.00	\$ 54.00		\$ -		\$ -	0	\$ -	0.00%	
	REMOVE EXISTING TREES	1.0	LS	\$ 3,800.00	\$ 3,800.00		\$ -		\$ -	0	\$ -	0.00%	
	SURVEY & LAYOUT	1.0	LS	\$ 400.00	\$ 400.00		\$ -	1	\$ 400.00	1	\$ 400.00	100.00%	
	CLEAR, GRUB AND GRADE FOR NEW PATH AREA	1.0	LS	\$ 2,080.00	\$ 2,080.00		\$ -	1	\$ 2,080.00	1	\$ 2,080.00	100.00%	
522-01	BRICK PAVERS	23.0	SF	\$ 50.00	\$ 1,150.00		\$ -		\$ -	0	\$ -	0.00%	
522-02	CONCRETE DRIVEWAY 2'x4'	16.0	SF	\$ 40.00	\$ 640.00		\$ -		\$ -	0	\$ -	0.00%	
TOTAL CHANGE ORDERS					\$179,396.00		\$31,119.70		\$2,498.30		\$33,678.00	18.71%	
TOTAL BASE CONTRACT PLUS CHANGE ORDERS					\$1,936,768.00		\$1,489,382.31		\$194,381.70		\$1,647,694.01	84.99%	

- Directional and Interpretative Signage - \$125.00
- (2) Rest Area Shelters - \$7,050.00
- Animal Proof Trash Receptacle - \$650.00
- Covered Pavilion - \$913.50
- Design/Engineering - \$400.00
- Picnic Table - \$110.00

- Project was procured as a multi-million-dollar project with RTP as just a small portion. While this is not prohibited, the Grantee did **NOT** separate the RTP items from the rest of the construction work.
- For this project to receive cost reimbursement, the line items that pertained only to RTP had to be clearly identified and color coded by project element.
- If you bid your project in this manner, please anticipate additional processes at Reimbursement to ensure that no commingling of funds has occurred. The Reimbursement will not be approved until all line items are identified and approved by Department staff. Expenses for the project must be justifiable in the event of an audit.

MODERATE TO POOR EXAMPLE





PERMITTING

Permitting requirements are outlined in the State Clearinghouse Letter and the National Environmental Policy Act (NEPA) review.

Copies of all required local, state, federal, or other environmental construction permits must be provided.

If no permits are required, please provide written documentation from the local, state, or federal agency which provides confirmation.


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TYPE 1 CATEGORICAL EXCLUSION CHECKLIST

650-050-12
ENVIRONMENTAL MANAGEMENT
06/17

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated December 14, 2016 and executed by the Federal Highway Administration and FDOT.

Signature: Harrison Garrett for Thu-Huong Clark
Environmental Manager or designee

Date: January 26, 2022

 Electronically signed within SWEPT on January 26, 2022 1:22:21 PM EST (electronic signature on file)

August 14, 2018

Lauren Cruz
CAC, Recreational Trails Program
Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

RE: U.S. Department of Transportation - Federal Highway Administration, Florida Division - Recreational Trails Program - City of Ocala Groundwater Wetland Recharge Park (T18016), Marion County, Florida.
SAI # FL201809148422C

Dear Lauren:

Florida State Clearinghouse staff has reviewed the referenced document under the following authorities: Presidential Executive Order 12372; § 403.061(42), *Florida Statutes*; the Coastal Zone Management Act, 16 U.S.C. §§ 1451-1464, as amended; and the National Environmental Policy Act, 42 U.S.C. §§ 4321-4347, as amended.

The proposed project may require an Environmental Resource Permit. Some activities may qualify for exemptions or general permits, depending on the final design. The project will be permitted if necessary by the Florida Department of Environmental Protection Central District Office. Please contact them at 407/897-4100 for specific information.

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, 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 applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes. If you have any questions, please contact Eric Griffis, Historic Sites Specialist, by email at Eric.Griffis@dos.myflorida.com, or by telephone at 850.245.6366 or 800.847.7278.

Based on the information contained in the submitted documents and minimal project impacts, the state has no objections to allocation of federal funds for the subject projects and, therefore, the funding award is consistent with the Florida Coastal Management Program (FCMP). The state's continued concurrence will be based on the activities' compliance with FCMP

authorities, including federal and state monitoring of the activities to ensure their continued conformance, and the adequate resolution of any issues identified during subsequent regulatory reviews. The state's final concurrence of the project's consistency with the FCMP will be determined during the environmental permitting process, in accordance with Section 373.428, *Florida Statutes*, if applicable.

If you have any questions regarding this message or the state intergovernmental review process, please don't hesitate to contact me.

Yours sincerely,

Chris Stahl

Chris Stahl, Coordinator
Florida State Clearinghouse
Florida Department of Environmental Protection
2600 Blair Stone Road, M.S. 47
Tallahassee, FL 32399-2400
ph. (850) 717-9076
Chris.Stahl@dep.state.fl.us



CERTIFICATION OF GRANTEE OWNED EQUIPEMENT

If the Grantee intends to use in-kind services as a local match, they shall submit a certification of grantee owned equipment hourly rates and/or written or verbal quotes for grantee owned equipment prior to commencement of construction.

This also applies to equipment not owned but rented by the Grantee.

If no equipment is being used for work on the project, then this information is not required.



PROJECT LIAISON FORM

FY22-23 RTP Grant Management
Onboarding Webinar



PROJECT LIAISON FORM

If a different Grant Manager is designated by either party after execution of the 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.

Written notification shall include a completed [project liaison form](#). Submit directly to your RTP coordinator.

Attachment 1, Paragraph 2.c

RTP Project Liaison Information

1. Sponsor: _____
2. Project Number: _____
3. Project Name: _____
4. Primary Liaison: _____
First Name Last Name Nickname
(This person is someone who will be in direct contact with DEP)
5. Title and Agency: _____
6. Mailing Address: _____

City/State/Zip Code: _____
7. Telephone: _____ Alternate Telephone: _____
8. Fax: _____
9. E-Mail: _____
10. Website: _____
11. Secondary Point-of-Contact:
Name: _____
First Name Last Name Nickname
12. Secondary Point-of-Contact Title: _____
13. Secondary Point-of-Contact's Telephone: _____
14. Secondary Point-of-Contact's E-Mail: _____



STATUS REPORTS

FY22-23 RTP Grant Management
Onboarding Webinar



RTP PROJECT STATUS REPORT

Required to track progress and/or problems encountered with the project from the agreement execution date to the agreement expiration date.

Must be submitted Tri-Annually:

- January 5
- May 5
- September 5

Please report the % completed of each project element outlined in the scope of work.

Release of final payment for your project will not be approved unless the project is current on all status reports.

Florida Department of Environmental Protection
Recreational Trails Program
Project Status Report

Required Signature: *Adobe Signature*

Project Name: Trailhead Preserve Project Number: T22022
Project Sponsor: City of Fellsmere

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

Project Elements/ELEMENTS:	Work Accomplished	% Completed

DRP-109 (Effective 05-22-2015) Page 1 of 2

SUPPORT FACILITIES ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

January through April: Due May 5th
 May through August: Due September 5th
 September through December: Due January 5th

LIAISON: _____ _____
Signature Date

DRP-109 (Effective 05-22-2015) Page 2 of 2

Attachment 6 , Paragraph 8.i



EXAMPLE RTP PROJECT STATUS REPORT

Project Sponsor

This is the Grantee (i.e., City of Fellsmere)

Project Elements

List your project elements as they are written in the scope of work on Attachment 3, Grant Work Plan under Task 2. You can also list Task 1.A. and 1.B. as a project element for tracking progress on NEPA and commencement documentation.


Work Accomplished

Identify the work accomplished for that project element for the reporting period. If your project has not started construction, you can use this space to provide a status update on the status of NEPA and/or Commencement documentation.

% Completed

List the percentage completed for each project element listed. If you list each Task item separately, you may provide the status of each task item.

Florida Department of Environmental Protection



Recreational Trails Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed
Task 1.A: NEPA Documentation	Documentation uploaded to SWEPT, pending final design documents	93%
Task 1.B: Commencement Documentation	Documentation prepared; waiting on completion of design and subcontractor procurement	60%
Task 1.B and Task 2.A: Engineering and Permitting	Design plans in progress	55%
10' x 1,000 L.F. (+/-10%) hard-surface trail		0%
10' x 600 L.F. (+/-10%) wooden boardwalk		0%
Trailside shade structure		0%
Trailhead restroom facility		0%
ADA parking		0%
Trail access		0%

DRP-109 (Effective 05-22-2015)

Page 1 of 2



EXAMPLE RTP PROJECT STATUS REPORT

Problems Encountered

If any problems or delays were encountered during the NEPA, Commencement, or Construction process for the reporting period, please list them here.

Period Covered or Reporting Period

Select the time period covered for reporting.

Liaison Signature

The project liaison must sign and date the report before submitting.

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

During design, the contracted engineer determined the original concept plan has significant wetlands impacts and will require an ACOE standard permit. Engineer is revising the concept plan to redirect the path so that the proposed boardwalk will have less of an impact on wetlands. This will allow the City to move forward with the project in the most efficient manner.

Period Covered (Check Appropriate Period):

- January through April: Due May 5th
- May through August: Due September 5th
- September through December: Due January 5th

LIAISON:

Signature

Date



PROOF OF INSURANCE

FY22-23 RTP Grant Management
Onboarding Webinar



PROOF OF INSURANCE

The **Certification of Coverage** or **Self-Insurance Letter** should demonstrate the existence and coverage amount for each type of applicable coverage.


It is the responsibility and duty of the Grantee to maintain coverage on the project from the grant execution date to the grant expiration date.

Upon receipt of written request from the Department, the Grantee shall furnish proof of insurance coverage.

Failure to maintain insurance coverage constitutes a default and can result in termination.

Insurance requirements are outlined in the grant agreement:

- Attachment 1, paragraph 12
- Attachment 2, paragraph 8



SARASOTA COUNTY
"Dedicated to Quality Service"


October 1, 2021

To Whom it May Concern:

This is to certify that the Sarasota County Board of County Commissioners is self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28 as well as workers' compensation claims and related expenses pursuant to the provisions of Florida Statute 440.


Please be advised that your interests, as they may appear, will be protected under the provisions of, and are subject to the limitations set forth in, the above statute. This document does not constitute a waiver of sovereign immunity.

Questions may be directed to Risk Management at 941-861-5000 or insurance@scgov.net.



William D. Motherway
Risk Manager and Ethics & Compliance Officer

Risk Management
1660 Ringling Boulevard, Fourth Floor, Sarasota, FL 34236 • Telephone (941) 861-5000, Fax (941) 861-5966
insurance@scgov.net

CERTIFICATE OF COVERAGE		
Certificate Holder WALTON COUNTY BOARD OF COUNTY COMMISSIONERS 76 North 6 th Street DEFUNIAK SPRINGS FL 32433	Service Company Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	Issue Date 10/6/21
<small>COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.</small>		
COVERAGE PROVIDED BY: FLORIDA ASSOCIATION OF COUNTIES TRUST		
AGREEMENT NUMBER: FACT 9020	COVERAGE PERIOD: FROM 10/1/21	COVERAGE PERIOD: TO 10/1/22 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY		
General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Medical Attendants/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Civil Rights Liability <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard <input checked="" type="checkbox"/> Florida Claims Bill Endorsement <input checked="" type="checkbox"/> Deductible \$10,000 Limits of Liability \$1,000,000 Per Occurrence/\$3,000,000 Aggregate <input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Deductible \$10,000 <input type="checkbox"/> Employee Benefits Program Administration Liability <input type="checkbox"/> Deductible N/A <input checked="" type="checkbox"/> Florida Claims Bill Endorsement Limits of Liability \$1,000,000 Per Occurrence/\$2,000,000 Aggregate	Automobile Liability <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Florida Claims Bill Endorsement <input type="checkbox"/> Deductible N/A Limits of Liability N/A	
Description of Operations/Locations/Vehicles/Special Items Re: Coverage Verification		
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.</small>		
<small>DESIGNATED MEMBER</small> WALTON COUNTY BOARD OF COUNTY COMMISSIONERS 76 North 6 th Street DEFUNIAK SPRINGS FL 32433	<small>CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.</small>  <small>AUTHORIZED REPRESENTATIVE</small>	
<small>FACT-CERT (10/2012)</small>		



AMENDMENTS

FY22-23 RTP Grant Management
Onboarding Webinar



AMENDMENTS

The agreement may be amended, through a formal amendment, only by a written agreement between both parties. Formal amendments are required for revisions to the project scope of work and extensions to the project's expiration date.

The grantee will have two years from the effective date of the grant agreement to complete the project. The grant period may be extended through a formal amendment for good cause, such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond a grantees control. **Only two one-year extensions are allowed.**

Amendments to the grant agreement must be executed prior to the grant agreement expiration date. Please allow a 60-day turn-around time for execution.

Requests to amend the grant agreement for an extensions should be submitted before the Task 2, project completion timeline outlined in Attachment 3, Grant Work Plan. This deadline is set 60 days before the agreement expiration date.

Attachment 1, paragraph 2.d



EXAMPLE RTP AMENDMENT

Paragraph 1

Defines the parties of the agreement.

Paragraph 2

Outlines the project's original scope of work.

Paragraph 3

Identifies intent of amendment.

Paragraph 4

Lists the amended terms of the agreement

Paragraph 6

Executed signatures by both parties.

Paragraph 7

Identifies attachments included as part of amendment. Typically, Attachment 3, Grant Work Plan will require a revision if the scope of work has been altered or extensions have been granted to the Task 1 deadlines.

**AMENDMENT NO. 2
TO AGREEMENT NO. T1922
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MIRAMAR**

This Amendment to Agreement No. T1922 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Miramar, 2300 Civic Center Place, Miramar, FL 33025 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the design, permitting, surveying, and construction of an 8' x 1,660 L.F. (+/- 10%) hard-surface trail, two (2) 12' x 12' (+/- 10%) shaded deck structures, renovation of an 8' x 9,620' (+/- 10%) hard-surface trail, trailhead signage and lighting, effective April 13, 2021; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein to extend the grant period to April 12, 2025.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a one-calendar year period to begin April 13, 2024 and remain in effect until April 12, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
- 3) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Miramar	Florida Department of Environmental Protection
By: _____	By: _____
Title: _____	Secretary or Designee
Date: _____	Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-B	Second Revised Grant Work Plan (3 pages)

Agreement No.: T1922
Rev. 10/18

1 of 1

Amendment No.: 1



COMPLETION DOCUMENTATION

FY22-23 RTP Grant Management
Onboarding Webinar



COMPLETION DOCUMENTATION

- [Completion Checklist \(OGT-13\)](#)
 - [2022 Revised Completion Checklist](#)
- [Project Completion Certification \(OGT-14\)](#)
- As-Built Site Plan
- [List of Constructed Facilities \(DRP-138\)](#)
- [Budget Cost Analysis Form and Instructions \(DEP 55-229\)](#)
- [Limitation of Use \(DRP-113\)](#)
- Color Photos of Project
- [Color Photos of Acknowledgement Sign](#)
- [Florida Recreation and Parks Inventory Form](#)
- [Final Status Report \(DRP-109\)](#)



COMPLETION DOCUMENTATION (OGT-13)

Task 2 (completion) documentation is due 60 calendar days prior to the expiration date of the Agreement.

Task 2 is also the project completion date. All project elements must be developed and completed by this date. **Any costs incurred after this date are ineligible for reimbursement and your project may be in jeopardy of losing funding.**

The Task 2 deadline may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

Attachment 3, Grant Work Plan

Attachment G
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS FUNDING PROGRAM
Project Completion Documentation

<u>Document</u>	<u>Equipment</u>	<u>Development</u>	<u>Education</u>
Project Completion Certification OGT-14	X	X	X
As-Built Site Plan		X	X
List of Constructed Facilities and Improvements		X	X
Florida Recreation and Parks Inventory Form	X	X	X
Color Photographs or Slides of Project and Identification Sign	X	X	X
Certification of Filing of Notice of Limitation of Use		X	X
Certification of Guidance Possession	X	X	X
Proof of Insurance	X		
Photo of DEP Property Number on Equipment	X		
Statement of Location of Equipment	X		
Maintenance Schedule	X		
Five Year Work Plan	X		
Program Evaluation Results & Recommendations			X
Copy of Educational Materials/Text			X

OGT-13
Effective Date: 5/21/01

RECREATIONAL TRAILS PROGRAM (RTP)
Completion Documentation Checklist

Project Number: _____
Project Name: _____
Project Sponsor: _____

All RTP Projects (Development, Maintenance, Equipment and Education)

- Project Completion Certification (OGT-14)
- As-Built Site Plan (Signed & Sealed)
- List of Constructed Facilities & Improvements (GRP-138)
- Final Budget Cost Analysis (BCA) (DCP 55-226)
- Limitation of Use Certification (GRP-113)
- Color Photos of Project Elements
- Color Photos of Project Identification and Acknowledgment Signage
- Florida Recreation and Parks Inventory Form (FPS-A554)
- All Status Reports for Grant Agreement Period Term
- Payment Request Summary Form (DCP 55-223)

Equipment Projects

- Grantee Equipment Cost Schedule (GRP-159)
- Copy of Bill of Sale indicating price, make, model, year
- Serial Number, Model Number
- Storage Location Information (address, written driving instructions, map)
- Proof of Insurance (copy of certificate)
- List of Completed Projects (during term of agreement)
- Project Schedule for Upcoming Year
- Maintenance Schedule (during term of agreement)
- Maintenance Schedule (upcoming year)
- Photos of Equipment (sufficient to identify, including DEP property sticker)
- Photos of Equipment Being Used

Education Projects

- Product Samples
- Evaluation Instrument
- Discussion of Evaluation Results & Recommendations

Final Inspection and Project Completion Letter

- Final Inspection Completed on _____
- Project Completion Letter issued on _____

Revised 10/01/2022

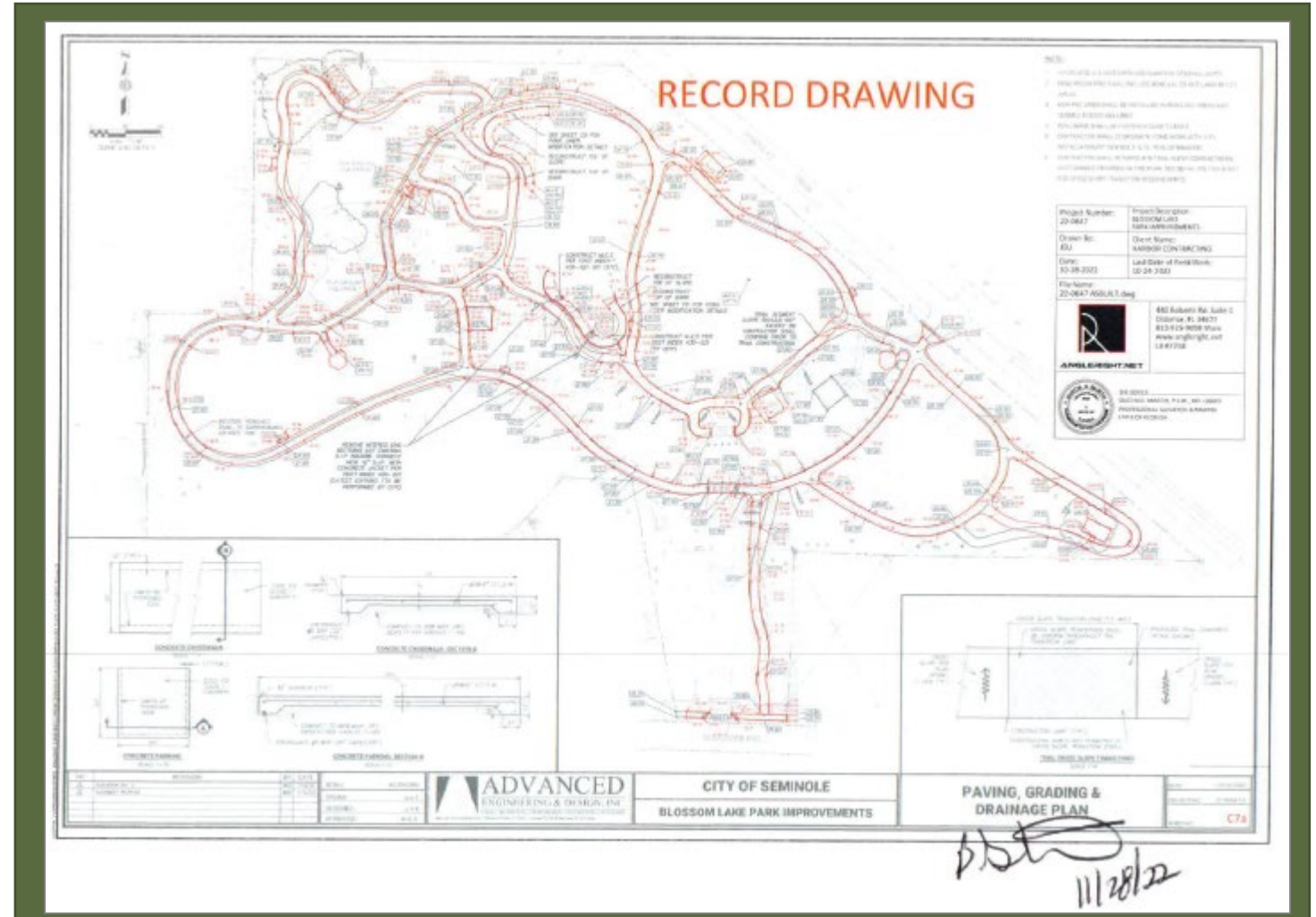


AS-BUILT SITE PLAN

The **As-Built Site Plan** must depict the location of the RTP elements outlined in the scope of work within the project's boundary area, as they were constructed.

It must be signed, sealed, and dated by an insured, registered architect, engineer or landscape architect.

The As-Built Site Plan must be dated after the Notice to Proceed date of issuance.






LIST OF FACILITIES CONSTRUCTED (DRP-138)

PAGE 1

This form breaks down the quantity and cost of each project element constructed with RTP funds.

Total Cost should reflect the **actual cost** spent to develop and construct the project, regardless if it exceeds the total estimated project cost outlined in Attachment 3, Grant Work Plan.

If your RTP project was part of a much larger project bid together, you only need to report the total cost for the RTP portion.



Florida Department of Environmental Protection
RECREATIONAL TRAILS PROGRAM
LIST OF CONSTRUCTED FACILITIES, IMPROVEMENTS AND EQUIPMENT

Required Signatures: **Adobe Signature**

Project Name: **Peaceful Waters Boardwalk**

Project Sponsor: **Village of Wellington**

RTP Project Number: **T18028**

For Facilities and Improvements

Quantity	Description	Cost
1	Construction of 8' x 1,200 L.F. (+/-10%) boardwalk	\$375,072.77
Total Cost		\$375,072.77

DRP-138 (Effective 11-07-2017) Page 1 of 3




LIST OF FACILITIES CONSTRUCTED (DRP-138)

PAGE 2

This page of the form only needs to be completed for equipment purchases. Since no equipment purchases are funded under RTP Agreements, this page is not applicable.

You may leave this page blank.



Florida Department of Environmental Protection
RECREATIONAL TRAILS PROGRAM
LIST OF CONSTRUCTED FACILITIES, IMPROVEMENTS AND EQUIPMENT

For Equipment

Quantity	Description	Serial Number (if applicable)	How Acquired/Source	Total Cost	% Charged to DEP Grant Funds	Purchase Date	Owner and Location/Address	Use and Condition	Disposition (include sale price if sold)
1	Ex. Rainfall Gauge	12345	Bid	\$1,000/unit	50%	mm/dd/yyyy	Project Site Address	New-rainfall measurements	Permanently installed at project site

DRP-138 (Effective 11-07-2017)
Page 2 of 3



LIST OF FACILITIES CONSTRUCTED (DRP-138)

PAGE 3

Fill in the following information:

- Grantee Name
- Execution Date of Agreement
- Date of Project Completion

Please ensure the form is signed and dated by the project liaison.



Florida Department of Environmental Protection

RECREATIONAL TRAILS PROGRAM
LIST OF CONSTRUCTED FACILITIES, IMPROVEMENTS AND EQUIPMENT

I hereby certify that the above mentioned project construction has been completed in accordance with the Project Agreement executed between _____ and the Florida Department of Environmental Protection dated the _____; that all funds allocated for the project were expended pursuant to the Project Agreement; that all goods and services for accomplishment of the project were negotiated and procured in accordance with applicable law and funding program requirements; that all project acquisition or construction were completed by _____ which is on or prior to the construction completion date specified in the Project Agreement; and that the project was completed in accordance with the final project plans (site, architectural, engineering) prepared for the project; and that all required local, state and federal environmental permits and approvals were obtained. I also certify that the project is open and accessible to the general public.

Project Liaison's printed name: _____

Project Liaison's signature: _____

Date Signed: _____



BUDGET COST ANALYSIS (DEP 55-229)

Submit an updated budget cost analysis from commencement identifying how the project was constructed by providing quantity and type of primary and support facilities, and actual costs incurred for each item. The form must be signed and dated by the liaison agent.

Florida Department of Environmental Protection
DEP BUDGET-COST ANALYSIS FORM

Required Signatures: Original Ink

PROJECT TITLE: T19002, Wakulla County Hudson Park New Trail Amenities

BUDGET DETAIL				COST ANALYSIS						
Budget items below to be provided by the Contractor. See attached instructions.				Cost Analysis to be completed by the Department Contract Manager. See attached instructions.						
1. PERSONNEL EXPENSES				% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)		
A. Salaries - (Name/Title/Position)				Hourly Cost (\$)	Hours	Totals (\$)				
B. Fringe Benefits (Rate% * Total salaries applicable)				Rate %	Total Salaries	Total \$				
				0.00%	0	0				
Total Personnel Expenses (A+B)										
2. Contractual Services				Fee/Rate \$	Quantity	Totals \$				
Description										
Task 1 - Design and Engineering (Hammond Design Group, LLC)				26,284.00	1	26,284.00	Yes	Yes	Yes	This project was determined to be allowable under the guidance of 23 CFR 205 and 6025-2. All costs have been deemed reasonable and allowable, and are considered necessary in enhancing Florida's recreational trail system.
Task 2 - 12' x 1,422 L.F. (+/-10%) hard-surface trail (Hydra)				1,558.00	93	144,894.00	Yes	Yes	Yes	
Task 2 - Park Benches (Hydra)				2,500.00	12	30,000.00	Yes	Yes	Yes	
Task 2 - Trash Recreables (Hydra)				2,000.00	7	14,000.00	Yes	Yes	Yes	
Task 2 - Bike Racks (Hydra)				1,000.00	2	2,000.00	Yes	Yes	Yes	
Total Supplies						\$ 217,178.00	100%			
3. Travel				Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$		
Purpose/Destination										
Total Travel										
4. Equipment				Unit Cost \$	Quantity	Totals \$				
Description										
Total Equipment										

BGS DEP 55-229 (08/2016) Page 1 of 2

			% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
5. Rental/Lease of Equipment							
Description			Fee/Rate \$	Quantity	Totals \$		
Total Contractual							
6. Miscellaneous/Other Expenses							
Description			Unit Cost \$	Quantity	Totals \$		
Total Miscellaneous							
SUBTOTAL (1 thru 6)					217,178		
7. Overhead/Indirect - Base: _____			Rate %	Base \$	Total \$		
			0.00%	0	0		
8. Total Budget					\$ 217,178.00		

CERTIFICATION
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: Natalie Knowles
Signature: Natalie Knowles
Title: Grant Manager
Date: 10/12/2022

BGS DEP 55-229 Effective 8-30-2016

BGS DEP 55-229 (08/2016) Page 2 of 2



LIMITATION OF USE (DRP-113)


The Limitation of Use must be completed and show proof of filing with the Clerk of Court (i.e., electronic stamp)

The projects boundary map survey (with legal description) should be filed in addition to this form.

Two timeframes involved:

- 1. Site Dedication** – the property must be dedicated as outdoor public recreation for 99 years (land owned by Grantee) or 25 years (land under control other than by ownership of Grantee – i.e., lease).
- 2. Maintenance Period** – the property must be maintained for 25 years.

The recording date sets the timeclock for each timeframe. Even if your site has already been dedicated, the LOU must be filed to reset the maintenance timeframe for that project site.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Notice of Limitation of Use/Site Dedication

Recording Instrument Information: _____

Required Signatures: _____

Original Ink Notarized Signature _____

Park Name: _____

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project boundary map and legal description, attached hereto as Exhibit "A" (the "Property"), has been acquired by or developed with financial assistance provided by the Federal Highways Administration, through the Department of Environmental Protection, under the following grant program:

Recreational Trails Program (RTP):

In accordance with section 260.016, F.S. and chapter 62S-2 F.A.C., subsection 62S-2.076 and the following constitutes the general site dedication requirements for program compliance:

SITE DEDICATION- "Land owned by the grantee, or, in the case of a nonprofit grantee a governmental entity, which is developed or acquired with RTP funds, shall be dedicated for ninety-nine (99) years as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of twenty-five (25) years from the completion date set forth in the project completion certificate. The lease must not be revocable at will; must extend for twenty-five (25) years after project completion date; and must contain a clause which enables the grantee to dedicate the land for the twenty-five (25) year period. The dedication must be recorded in the public property records by the grantee, or in the case of a nonprofit grantee, by the land owner."

If the project sponsor should convert any part of the project area or the facilities thereon, to other than DEP approved recreational uses, the project sponsor shall replace the area and facilities at its own expense with a DEP approved project of comparable or greater scope and quality.



COLOR PHOTOS OF PROJECT



Color photos of each project element outlined in the scope of work are required to demonstrate proof of completion.

All color photos must be labeled.



COLOR PHOTOS OF ACKNOWLEDGMENT SIGNAGE

A color photo of the project acknowledgment sign is required as part of the project's completion.

The sign must read at a minimum *“with assistance provided by the Department of Environmental Protection through the Recreational Trails Program.”*

The sign must be permanent and made of appropriate materials which will be durable for a minimum of 25 years after the project is complete.

The DEP logo is not required however, if you wish to include it as part of the sign, please request the image from your RTP Coordinator.





FLORIDA RECREATION AND PARKS INVENTORY FORM

The screenshot shows the website's navigation menu with options like 'Advanced Search', 'Export', 'Update an Existing Area', and 'Add a New Area'. The main content area is titled 'Florida's Outdoor Recreation Inventory' and includes a description of the inventory, search instructions, and contact information.

The form is titled 'Division of Recreation and Parks Florida's Outdoor Recreation Inventory'. It includes a 'PRINT FORM' button and a 'SUBMIT BY EMAIL' button. The form contains various input fields for agency information, location (street, city, zip code, county), and physical coordinates. It also features a 'Partner Agency' field and a 'Notes' section. A large section of the form is a grid of checkboxes for different types of recreation facilities, such as 'Fishing Facilities', 'Trails (Hike & eBike)', 'Golf Course', 'Hunting Areas', 'Overnight Facilities', 'Picnic Tables', 'Tables', 'Shelters', 'Cultural Resources', 'Beach Areas', 'Marinas', 'Playfields', 'Other Facilities', and 'Recreation Centers'. At the bottom right, there is a 'Contact Information' section with fields for Name, Phone, Email, and Agency Web Site.

The Florida Recreation and Parks Inventory form must be completed [electronically](#).

If the project site inventory has been previously submitted, please make updates to the existing area.

If the project site inventory has not yet been submitted, please add a new area.


Print the completed form to PDF and include a copy with project completion documentation.



FINAL STATUS REPORT (DRP-119)

If your project was completed in between the submission of required status reports, please provide a final status report which indicates the project is at **100% complete**.

The project must be current and up-to-date with all status reports required for submission between the grant execution date and the grant agreement expiration date.

**Florida Department of Environmental Protection
Recreational Trails Program**

Project Status Report

Required Signatures: **Adobe Signature**

Project Name: Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed
Construction of 8' x 1,200 L.F. (+/-1-%) boardwalk	Completed	100%

DRP-109 (Effective 05-22-2015) Page 1 of 2



REIMBURSEMENT DOCUMENTATION

FY22-23 RTP Grant Management
Onboarding Webinar



REIMBURSEMENT DOCUMENTATION

- [Reimbursement Checklist](#)
- [Payment Request Summary Form](#) (DEP 22-223)
- Contractual Services Purchases Schedule (DRP-116)
 - [Short Form](#) or [Long Form](#)
 - Pay App from Subcontractor to Grantee
 - Proof of Payment from Grantee to Subcontractor
- [Grantee Labor Cost Schedule \(DRP-117\)](#)
 - [Grantee Labor Cost Summary](#)
 - Timesheet(s) for confirmation of rate of pay
 - Position Description(s) if employee information not provided at time of commencement
- Direct Material Purchases Schedule (DRP-118)
 - [Short Form](#) or [Long Form](#)
 - Invoice from Vendor to Grantee
 - Proof of Payment from Grantee to Vendor
- [Grantee Equipment Cost Schedule](#) (DRP-119)
 - Enclose a completed written quote form stating the lowest rate to be used if Grantee Owned Equipment was used.



REIMBURSEMENT CHECKLIST

The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful completion of construction and/or development of the project site.

Reimbursement shall not exceed the Grant Award Amount and shall be invoiced upon project completion.

Payment(s) will not be made for unsatisfactory or incomplete work. Furthermore, if the project is not complete by the project completion date (Task 2), the Department shall not reimburse, in whole or part, for any expenses incurred.

A final payment request should be submitted to the Department no later than 60 days following the expiration date of the Agreement to ensure availability of funds for payment.

Attachment 3, Grant Work Plan

RECREATIONAL TRAILS PROGRAM (RTP)
Reimbursement Documentation Checklist

Project Number: _____
Project Name: _____
Project Sponsor: _____

All RTP Projects (Development, Maintenance, Equipment and Education)

- Payment Request Summary Form (DGP 55-223)
- List of Constructed Facilities & Improvements (DRP-138)
- Final Budget Cost Analysis (BCA) (DGP 55-229)
- Contractual Services Purchases Schedule (DRP-116)
 - Invoice from Subcontractor to Grantee
 - Proof of Payment from Grantee to Subcontractor
- Grantee Labor Cost Schedule (DRP-117)
 - Grantee Labor Cost Summary
 - Timesheets, Rate of Pay, Proof of Payment
- Direct Material Purchases Schedule (DRP-118)
 - Invoice from Vendor to Grantee
 - Proof of Payment from Grantee to Vendor
- Grantee Equipment Cost Schedule (DRP-119)
- Grantee Stock Material Cost Schedule (DRP-120)
- Color Photos of Project Elements
- Color Photos of Project Identification and Acknowledgment Signage

Final Inspection and Project Completion Letter

- Final Inspection Completed on _____
- Project Completion Letter issued on _____

Revised 10/01/2022



PAYMENT REQUEST SUMMARY FORM (DEP55-223)

Payment Request No.

- First and Final Invoice: Final_P1
- Bi-Annual Invoice: P1, P2, P3, etc....
- Final Invoice: Final_P#

Performance Period


- Date of first invoice – Date of final payment
- Includes dates from Contractual Services, Grantee Labor, and Direct Material Purchases.

Task/Deliverable No.

- 2

Task/Deliverable Amount Requested

- If the actual total project cost exceeds the total estimated project cost, the Grantee will be reimbursed at the total grant award amount.
- If the actual total project cost does not exceed the total estimated project cost, the Grantee will be reimbursed at the match ratio.



Florida Department of Environmental Protection
DEP 55-223 PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Original Ink**

<p>Grantee: _____</p> <p>Mailing Address: _____</p> <p>DEP Agreement No.: _____</p> <p>Date Of Request: _____</p> <p>Task/Deliverable Amount Requested: \$ _____</p>	<p>Grantee's Grant Manager: _____</p> <p>Payment Request No.: _____</p> <p>Performance Period: _____</p> <p>Task/Deliverable No.: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------

Maximum Grant Award Amount:	\$ 200,000
Required Grantee Match Amount:	\$ 200,000
Total Estimated Project Cost:	\$ 400,000
Match Ratio:	50:50



CONTRACTUAL SERVICES PURCHASES SCHEDULE (DRP-116)

PAGE 1

Billing Period: Date of first invoice – Date of final payment

Billing

- First and Final Invoice: Final_P1
- Bi-Annual Invoice: P1, P2, P3, etc....
- Final Invoice: Final_P#

DEP Division: Division of State Lands

DEP Program: Recreational Trails Program

Contractor Name


- Provide name of subcontractor and/or consulting firm with whom you entered a contractual services agreement with
- Provide subcontractor's license, business license, or contract number.

Invoice Number and Date: Provide the invoice number and date of invoice.

Check Number and Date: Provide check number and date check was written or cleared. If payment was made electronically, please provide EFT# and date of payment.

Project Cost: Provide total project cost for that pay app. Only line item costs that pertain to the RTP project or are deemed eligible should be totaled.

General Description/Project Element: List the project element that was constructed and/or billed for that pay app or invoice



Florida Department of Environmental Protection
CONTRACTUAL SERVICES PURCHASES SCHEDULE

Required Signatures: Adobe Signature

<input type="text"/>	<input type="text"/>
Grantee	Project Name and Number
Billing Period: <input type="text"/>	Billing #: <input type="text"/>
DEP Division: <input type="text"/>	DEP Program: <input type="text"/>

Contractor Name & Contractor's License, Business License or Contract Number**	Contractor Invoice Number and Date	Check Number and Date	Project Cost	General Description and Project Element
TOTAL			\$0.00	

** If not applicable and cannot supply a license number, be prepared to provide justification in the event of an audit.

DRP-116 (Effective 06-19-2015)

Page 1 of 3



CONTRACTUAL SERVICES PURCHASES SCHEDULE (DRP-116)

PAGE 2

Please make sure Page 2 (or 3 on the long form) is signed by the Grantee's Grant Manager and the Project's Financial Officer.

CERTIFICATION: I hereby certify that the purchases noted above were used in accomplishing the project.

Project Administrator

Date

CERTIFICATION: I hereby certify that bid tabulations, executed contract, canceled checks and other purchasing documentation have been maintained as required to support the costs reported above and are available upon request.

Project Financial Officer

Date



CONTRACTUAL SERVICES PURCHASES SCHEDULE (DRP-116)

Supporting Documentation

Pay App or Invoice from Subcontractor to Grantee

All pay apps and invoices should be submitted in order to support the total project cost being reported.

Depending on how your project was bid:

- The ineligible line items should be marked and excluded from the total cost.
- The eligible RTP line items should be clearly identified and only included in the total cost.

***Refer to Schedule of Values*

Proof of Payment from Grantee to Subcontractor

- If payment by check, please provide copy of cleared check.
- If payment by EFT, please provide copy of bank statement.

Proof of payment must match up with the amounts on each invoice. If not, an explanation must be provided.

If other invoices were paid with the provided proof of payment that is not related to RTP, you must provide a cost breakdown.



GRANTEE LABOR COST SCHEDULE (DRP-117)

PAGE 1

Billing Period: Date of first invoice – Date of final payment

Billing #

- First and Final Invoice: Final_P1
- Bi-Annual Invoice: P1, P2, P3, etc....
- Final Invoice: Final_P#

DEP Division: Division of State Lands

DEP Program: Recreational Trails Program

Employee Name: List the employee's last name and first initial

Job Classification: List the employee's position title


Project Hours This Billing: List the total number of hours the employee worked on the project

Hourly Rate: List the employee's rate of pay

Fringe Benefits: List the total amount of fringe benefits paid to employee. Percentage of pay cannot exceed 40%.

Project Labor Cost: List the total project labor cost including the fringe benefit amount.

General Description/Project Element: Identify the work performed and for which project element.



Florida Department of Environmental Protection
GRANTEE LABOR COST SCHEDULE

Required Signatures: **Adobe Signature**

Date: _____

Grantee: _____ Project Name and Number: _____

Billing Period: _____ Billing #: _____

DEP Division: _____ DEP Program: _____

Employee Last Name and Initials	Job Classification	Project Hours This Billing	Hourly Rate	Fringe Benefits Up to 40% (if applicable)	Project Labor Cost	General Description and Project Element
TOTAL					\$ 0.00	

DRP-117 (Effective 06-19-2015) Page 1 of 2



GRANTEE LABOR COST SCHEDULE (DRP-117)

PAGE 2

Please make sure Page 2 (or 3 on the long form) is signed by the Grantee's Grant Manager and the Project's Financial Officer.

CERTIFICATION: I hereby certify that the above worked on the project as reflected.

Project Administrator

Date

CERTIFICATION: I hereby certify that the detailed time records, project activity records, payroll registers and canceled warrants have been maintained as required to support the hours reported above and are available for audit upon request.

Project Financial Officer

Date



GRANTEE LABOR COST SCHEDULE (DRP-117)

Supporting Documentation

Grantee Labor Cost Summary

Explained on the next two slides.

Timesheet(s) for confirmation of rate of pay

Provide a timesheet or employee document which confirms their rate of pay.

Position Description(s)

If any employee(s) performed work on the project that were not accounted for at the time of commencement, please provide position descriptions to include the employee's name.



GRANTEE LABOR COST SUMMARY

Florida Department of Environmental Protection

GRANTEE LABOR COST SUMMARY

Required Signatures: Original Ink or Digital

PROJECT TITLE: _____

PROJECT NUMBER: _____

1. EMPLOYEE 1										
Name/Title/Position	Date	Hourly Cost (\$)	Hours	Total Wages (\$)	Fringe Benefit %	Total Wages (\$)	Total Fringe	Total Wages (\$)	Total Fringe	Total Salaries
_____	_____	\$ _____	_____	= \$ _____	_____ %	\$ _____	= \$ _____	\$ _____	+ _____	= \$ _____
_____	_____	\$ _____	_____	= \$ _____	_____ %	\$ _____	= \$ _____	\$ _____	+ _____	= \$ _____
_____	_____	\$ _____	_____	= \$ _____	_____ %	\$ _____	= \$ _____	\$ _____	+ _____	= \$ _____
_____	_____	\$ _____	_____	= \$ _____	_____ %	\$ _____	= \$ _____	\$ _____	+ _____	= \$ _____
_____	_____	\$ _____	_____	= \$ _____	_____ %	\$ _____	= \$ _____	\$ _____	+ _____	= \$ _____
_____	_____	\$ _____	_____	= \$ _____	_____ %	\$ _____	= \$ _____	\$ _____	+ _____	= \$ _____
								Employee 1 Total	\$ _____	= \$ _____

The excel spreadsheet format allows for up to 6 employees. However, the form can be modified to add additional lines if necessary.

CERTIFICATION

I certify that the cost for each line item labor cost category is true and accurate to the best of my knowledge and that all costs are directly related for the purposes of this grant. I also certify that the person signing below is the immediate field supervisor (foreman) or higher official.

Name: _____

Signature:

Title: _____

Date: _____

Grantee Labor Cost Summary

Page 2 of 2

Project Title: Include the project name.

Project Number: Include the project number.

Employee Information

- For each employee who performed work on the project, please provide the following breakdown of costs:
 - Dates employee worked on the project
 - Hourly Rate (divide annual salaries by 2080 hours to find the hourly rate)
 - Number of hours worked on the project
 - Total Wages
 - Total Fringe Benefits
 - Total Salaries (Total Wages + Total Fringe Benefits)

Please make sure Page 2 is signed by the employee's immediate field supervisor (foreman) or higher official.



DIRECT MATERIAL PURCHASE SCHEDULE (DRP-118)

PAGE 1

Billing Period: Date of first invoice – Date of final payment

Billing #

- First and Final Invoice: Final_P1
- Bi-Annual Invoice: P1, P2, P3, etc....
- Final Invoice: Final_P#

DEP Division: Division of State Lands

DEP Program: Recreational Trails Program

Employee Name: List the employee's last name and first initial

Job Classification: List the employee's position title

Project Hours This Billing: List the total number of hours the employee worked on the project

Hourly Rate: List the employee's rate of pay

Fringe Benefits: List the total amount of fringe benefits paid to employee. Percentage of pay cannot exceed 40%.

Project Labor Cost: List the total project labor cost including the fringe benefit amount.

General Description/Project Element: Identify the work performed and for which project element.



Florida Department of Environmental Protection
DIRECT MATERIAL PURCHASES SCHEDULE

Required Signatures: **Adobe Signature**

Date: _____

Grantee: _____ Project Name and Number: _____

Billing Period: _____ Billing #: _____

DEP Division: _____ DEP Program: _____

Vendor Name	Vendor Invoice Number and Date	Check Number and Date	Project Cost	General Description and Project Element
TOTAL			\$0.00	



DIRECT MATERIAL PURCHASE SCHEDULE (DRP-118)

PAGE 2

Please make sure Page 2 (or 3 on the long form) is signed by the Grantee's Grant Manager and the Project's Financial Officer.

CERTIFICATION: I hereby certify that the purchases notes above were used in accomplishing the project.

Project Administrator

Date

CERTIFICATION: I hereby certify that invoices, canceled checks and other purchasing documentation have been maintained as required to support the costs reported above and are available upon request.

Project Financial Officer

Date



GRANTEE EQUIPMENT COST SCHEDULE (DRP-119)

PAGE 1

Billing Period: Period in which equipment was rented or used.

Billing

- First and Final Invoice: Final_P1
- Bi-Annual Invoice: P1, P2, P3, etc....
- Final Invoice: Final_P#

DEP Division: Division of State Lands

DEP Program: Recreational Trails Program


Equipment Description: List the type of the equipment rented or used and what it was used for.

Project Hours This Billing: Provide the number of hours the equipment was used for or period it was rented for (daily, weekly, monthly, etc.)

Rental Rates or Cost: List the rental rate or cost for use of equipment.

Project Cost: List the total equipment rental cost.

General Description/Project Element: Identify the project element the rental equipment was used for.



Florida Department of Environmental Protection

GRANTEE EQUIPMENT COST SCHEDULE

Required Signatures: Adobe Signature

Date:

Grantee:

Billing Period:

DEP Division:

Project Name and Number:

Billing #:

DEP Program:

Equipment Description (Type and Use)	Project Hours This Billing	Rental Rates or Cost	Equipment Rental Cost	Project Element Used For
TOTAL			\$0.00	

DRP-119 (Effective 06-26-2015)
Page 1 of 2



GRANTEE EQUIPMENT COST SCHEDULE (DRP-119)

PAGE 2

Please make sure Page 2 is signed by the Grantee's Grant Manager and the Project's Financial Officer.

CERTIFICATION: I hereby certify that the above equipment was used in accomplishing this project. Only actual operating hours have been reported for reimbursement of operating costs.

Project Administrator

Date

CERTIFICATION: I hereby certify that the detailed equipment usage records, logs and other appropriate documentation have been maintained as required to support the hours of equipment used claimed above and are available for audit upon request.

Project Financial Officer

Date

[No Title]



POST COMPLETION REQUIREMENTS

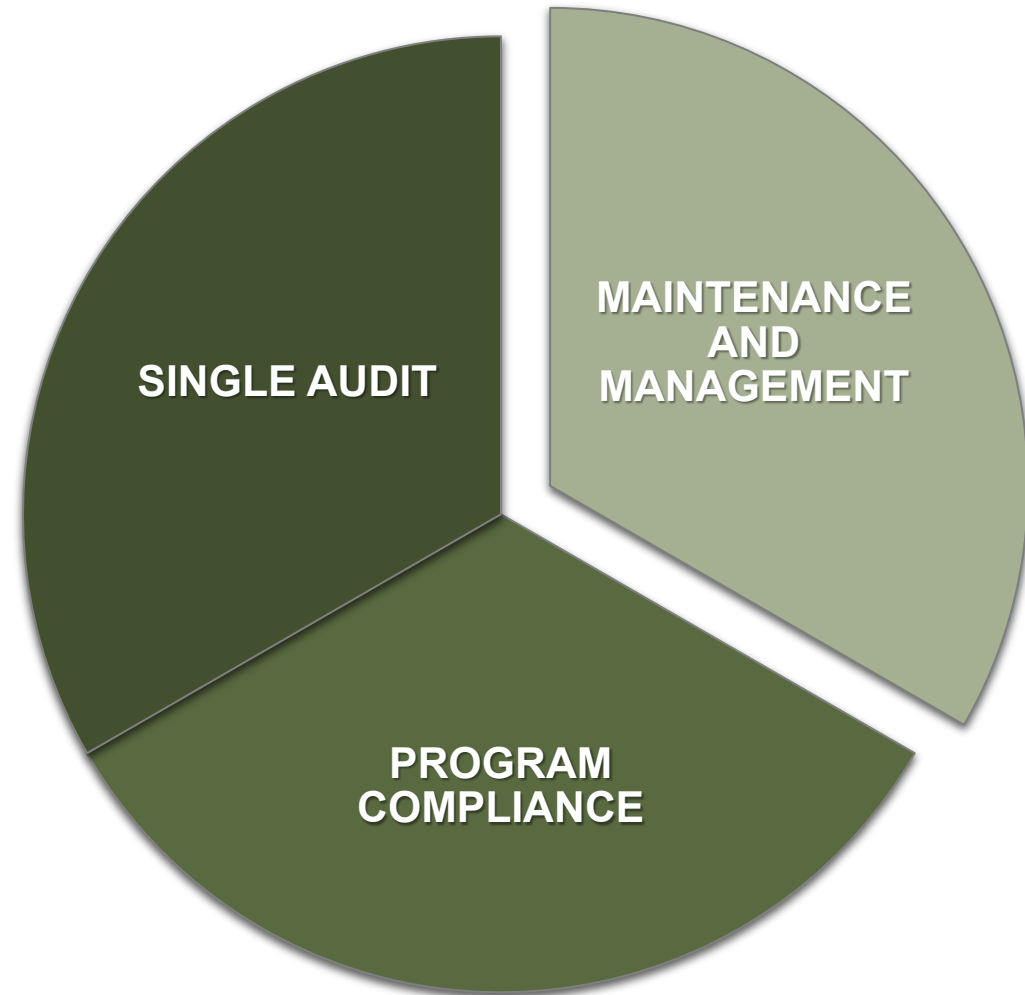
FY22-23 RTP Grant Management
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POST COMPLETION

After the project is complete, the grantee has post completion responsibilities which include:

- Maintenance and Management
- Program Compliance
- Single Audit.





MAINTENANCE AND MANAGEMENT

Project maintenance and management are outlined as part of the terms of the project agreement. *Attachment 6, Paragraph 10*

Grantees must ensure by site inspections that facilities on the project site are being operated and maintained for public outdoor recreational purposes for a period of 25 years from the project completion date (Task 2).

The project site must be open at reasonable times and managed in a safe and attractive manner.

All facilities must be accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, residence, or ability level.



PROGRAM COMPLIANCE

The project agreement and limitation of use are the legal documents associated with the grant program's compliance.

The Department will terminate an agreement and demand return of the program funds (including interest) if a Grantee fails to comply with the terms stated in the Agreement. If the Grantee fails to comply with the Agreement, the Department will declare the Grantee ineligible for further participation in RTP until such time as the Grantee comes into compliance. (*Attachment 6, Paragraph 10*)

The Grantee agrees to dedicate the project site and all land within the project boundaries, which is developed or acquired with RTP Program Funds, as an outdoor recreational area for the benefit of the general public in accordance with Rule 62S-2.076, F.A.C. (*Attachment 6, Paragraph 9*)

- 99 years for land under control by ownership of Grantee
- 25 years for land under control other than by ownership of Grantee (e.g. lease)



SINGLE AUDIT

The Single Audit is outlined as part of the terms of the Project Agreement, *Attachment 5, Special Audit Requirements*.

The Single Audit reporting package must be directly submitted for audits to the Federal Audit Clearinghouse (FAC).

Reporting Packages can be submitted:

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

By accessing the Federal Clearinghouse's Internet Data Entry System online at <http://harvester.census.gov/facweb/>



**QUESTIONS
OR
COMMENTS?**



THANK YOU

Lauren Cruz

Division of State Lands / Land and Recreation Grants
Florida Department of Environmental Protection

Contact Information:

850-245-2681

Lauren.Cruz@floridaDEP.gov