

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 17332, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Levy County Board of County Commissioners, 59-6000717, whose address is P.O. Box 310 Bronson, Florida, 32621, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. **Section 3. Agreement Period, Paragraph A. of the Original Agreement, is hereby amended to read as follows:**

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 06/30/2021. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

2. **Section 10. Notices and Correspondence, of the Original Agreement executed on is hereby amended to read as follows:**

Notices and Correspondence. The Grant Manager for the Commission is hereby amended to read as follows:

**Grant Manager
Andrea Pelton
Grant Specialist IV
Fish and Wildlife Conservation Commission
620 S Meridian Street
Tallahassee, FL 32399
(850) 717-2108
(850) 488-9484
Andrea.Pelton@myfwc.com**

FWC Contract No. 17332 A-1

- 3. Attachment A, Scope of Work of the Original Agreement, is hereby replaced in its entirety with Attachment A-1, Revised Scope of Work, attached hereto and made part hereof.**

- 4. Attachment E, Sample Site Dedication Form of the Original Agreement, is hereby replaced in its entirety with Attachment E-1, Revised Sample Site Dedication Form, attached hereto and made part hereof.**

- 5. Attachment G, Certification of Completion of the Original Agreement, is hereby replaced in its entirety with Attachment G-1, Revised Certification of Completion, attached hereto and made part hereof.**

**Remaining Page Intentionally Left Blank
Signature Page to Follow**

FWC Contract No. 17332 A-1

All provisions of the ORIGINAL Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

**LEVY COUNTY BOARD OF
COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

X _____

Name: MATT BROOKS

Name: _____

Title: CHAIRMAN

Title: _____

Date: _____

Date: _____

Approved as to form and legality by FWC Attorney:

Brandy E. Elliott
Commission Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY Anne Bast Brown
Anne Bast Brown, County Attorney

SCOPE OF WORK

1. PROJECT DESCRIPTION

- A. Purpose and Background:** The purpose of this project is to complete the surveying, engineering, obtain permits, and construct a new reinforced concrete boat ramp, fixed dock, parking lot improvements, shoreline stabilization and waterline extension at the Levy County Highway 40 public boat ramp
- B. Project Benefits:** The improvements to the Levy County Highway 40 public boat ramp will increase use and safety for unloading and loading vessels and increase the facilities available at the boat ramp for public use.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part of hereof as Attachment C.

Term of Agreement: The term of the Agreement shall begin upon execution and end on **6/30/2021**. Prior to the end of the term, the Levy County Board of County Commissioners (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. All tasks in Deliverable I must be submitted and approved in writing by the Commission to allow continuation to Deliverable II. **All activities must be completed by 6/30/2020.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$650,000.

- A. Deliverable 1:** Survey, Design, Engineering and Permitting for the Levy County Highway 40 public boat ramp.

Deliverable 1 Tasks: The Grantee shall provide all labor, materials, and equipment to complete the following tasks:

- Perform bathymetric survey and geotechnical testing at project site
- Prepare 75% Design, Construction documents and specifications for review
- Prepare 100% Design, Construction documents and specifications for permitting
- Prepare and submit permit applications.
- Receive approved permits.

Compensation: Total payment for this deliverable will be \$80,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide Commission a copy of the bathymetric survey, the geotechnical testing, the design documents for permitting, the permit applications and the approved permits. All documents shall be submitted on CD in an Adobe Acrobat .pdf file format or AutoCAD compatible file format.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment.

Financial Consequences: Only those tasks completed, or items purchased and received in accordance with the scope of work will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliance with terms and payment will not be processed until all deliverables and performances has been documented, reviewed and approved.

- B. Deliverable 2:** Construction. The Grantee will remove and replace the current public boat ramp with a new reinforced concrete boat ramp, a new fixed timber dock, parking lot improvements, shoreline stabilization and waterline extension for the restroom.

Deliverable 2 Tasks: The grantee shall provide all labor, materials, and equipment to complete the following tasks:

- Remove and replace the public boat ramp with a new concrete reinforced public boat ramp in accordance to the approve permits.
- Construct a new fixed wooden dock in accordance to the approved permits.
- Complete asphalt resurfacing and striping for parking area with dedicated ADA spaces and boat trailer parking spaces marked in accordance to the approved permits.
- Complete shoreline stabilization in accordance to the approved permits.
- Install waterline extension for restrooms.

Compensation: Total payment for this deliverable will be \$570,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide project progress reports with photos, final report and photos of completed construction, and a copy of the as built drawings on CD in an Adobe Acrobat .pdf file format or AutoCAD compatible file format.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment.

Financial Consequences: Only those tasks completed, or items purchased and received in accordance with the scope of work will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliance with terms and payment will not be processed until all deliverables and performances has been documented, reviewed and approved.

3. FINANCIAL CONSEQUENCES

- A.** Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection.
- B.** Following the end of the term of the Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility

according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
- D. **Construction:** If applicable, the contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification upon request.
- E. **Commencement of Work:** The Grantee shall commence work on the Project within 90 days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. **Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work; the HB 2793 and Appropriations Project Request Fiscal Year 2017-18 #0531; incorporated herein by reference. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. **Certificate of Completion:** Upon completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Final Progress Report Form, attached hereto and made a part hereof as Attachment F, and a Certification of Completion Form, attached hereto and made a part hereof as Attachment G, which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the form.
- H. **Site Dedication:** The Grantee agrees to dedicate the Project site as a boat access facility for the use and benefit of the public before any funds are reimbursed under this Agreement. A Notice of Grant Agreement Form is included as Attachment E. The Grantee shall execute and record this document in the official records of the County where the Project is located as proof of the site dedication before submitting the Certificate of Completion. A copy of the recorded Notice of Grant Agreement shall be submitted to the Commission with the Certificate of Completion. Following this initial site dedication, the project site shall remain a boat access facility for a period of not less than twenty (20) years following termination of the Agreement (the site dedication period). Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a boat access facility for the entirety of this site dedication period following the

Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of the site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of the site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- I. Acknowledgement:** Upon completion of the Project, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission’s logo, acknowledging the Florida Legislature and the Governor as a funding source for the Project. Any other form of acknowledgement must be approved by the Commission’s grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. Should the Grantee fail to maintain such acknowledgement, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site.

5. BUDGET

- A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$650,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted expenses incurred during the term of the Agreement that are directly related to the Project.

Deliverable Number	Cost Item	TOTAL COST	Local Share	Federal Share
	Administrative and legal expenses	\$0	\$0	\$0
	Land, structures, rights-of-way, appraisals	\$0	\$0	\$0
	Relocation expenses and payments	\$0	\$0	\$0

Architectural and engineering fees	\$80,000	\$0	\$0
Other architectural and engineering fees	\$0	\$0	\$0
Project inspection fees	\$0	\$0	\$0
Site work	\$0	\$0	\$0
Demolition and removal	\$0	\$0	\$0
Construction	\$570,000	\$0	\$0
Equipment	\$0	\$0	\$0
Miscellaneous:	\$0	\$0	\$0
Contingencies (allowed at the time of the grant)	\$0	\$0	\$0
TOTAL	\$650,000	\$0	\$0
Percentage	100%	0%	0%

B. Cost Share: The Grantee agrees to provide 0% of the total cost for the Project as described in the scope of work. The total compensation by the Commission shall be \$650,000 or 100% of the total cost, whichever is less.

C. Pre-Award Costs: No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$650,000. The Commission agrees to reimburse the Grantee for an amount not to exceed \$650,000 or 100% of the total cost, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$0 or 0% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to 30-days to inspect and approve the Project’s deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

The Grantee shall report the Project complete by submitting the Certification of Completion Form, attached hereto and made a part hereof as Attachment G. Final payment shall be contingent upon the Commission’s grant manager receiving and accepting the Certification of Completion Form, Final Progress Report and final inspection of the Project, as described herein.

Once the final inspection and project deliverables are approved, the Grantee may submit a final request for reimbursement within 30-days after receiving written acceptance by the Commission’s grant manager.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's grant manager, the Grantee may submit a request for reimbursement that includes an invoice in a format similar to Attachment D, Sample Invoice Form.

Invoice forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverables provided during the reporting period, an itemized list of expenditures, the quantity provided, the payment amount specified in the Agreement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under and other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers.

The Commission's grant manager shall have up to 10 days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the 30 days to review by the Commission may begin again.

7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

- C. The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the Project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section survives any Agreement termination.
- D. **Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Project Progress Reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment F. Progress reports are required until the Certification of Completion is submitted. Reports are due to the Commission’s grant manager according to the following schedule:

<u>Reporting Period</u>	<u>Report due by:</u>
January through March	April 15 th
April through June	July 15 th
July through September	October 15 th
October through December	January 15 th

- E. **Annual Reports:** Following completion of the Project, the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

No additional requirements. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of the Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section H, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance to ensure that excess collection does not occur and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission. In accordance with Chapter 68-1.003, F.A.C., and the Levy County Highway 40 Boat Ramp appropriation, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature

Witness

Printed Name

Printed Name

Title

Witness

Date

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who
produced _____ as identification.

Stamp:

Notary Public, State of Florida



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

CERTIFICATION OF COMPLETION STATEMENT

I, MATT BROOKS, CHAIRMAN
(Print Name and Title)

representing LEVY COUNTY, Florida, a political subdivision
(Name of Local Government)

do hereby certify that the Levy County Highway 40 Boat Ramp project funded by FWC Contract No. 17332 A-1 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____

Date: _____

Name: _____

Title: _____