



Board of Directors Meeting

May 21, 2025, at 1:30 p.m. CT

Santa Rosa County Commission Chambers

6495 Caroline Steet, Milton, FL 32570

1. Call to Order

2. Roll Call

3. Public Comment

4. Approval of Board Agenda

Recommend the Board approve the May 21, 2025, meeting agenda.

5. Approval of March 26, 2025, Board Minutes

Recommend the Board approve the March 26, 2025, meeting minutes.

6. Staff Updates

- a. Director's Update
- b. Technical Update
- c. Outreach Update

7. Action Items

a. Approval of Quarterly Financial Statements

Recommend the Board approve the FY24-25 Second Quarter Financial Statements.

b. Approval of FY24-25 Mid-year Budget Amendment

Recommend the Board approve the FY24-25 Mid-year Budget Amendment.

c. Ratifying Approval of a Contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services

Recommend the Board ratify approval of a contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services, in the amount of \$691,769.68 for base services and \$3,361,516.86 for optional services, for a total contract value of \$4,082,786.54.

d. Approval of Revisions to the FY25-26 Community Grant Program Process

Recommend the Board approve changes to the Community Grant Program process beginning in the FY25-26 cycle.

e. Approval of Florida Department of Environmental Protection Grant Agreement No. DH019, in the amount of \$2,858,000, for the Pensacola and Perdido Watersheds Microbial Source



Tracking Project

Recommend the Board approve, and authorize the Executive Director to sign, Florida Department of Environmental Protection Grant Agreement No. DH019, in the amount of \$2,858,000, for the Pensacola and Perdido Watersheds Microbial Source Tracking Project.

8. Committee Updates

9. Board Updates

10. Public Comment

11. Adjourn



Board of Directors Meeting Minutes

March 26, 2025, at 1:30 p.m. CT
Escambia County BOCC Chambers
221 Palafox Place, Pensacola, FL 32502

[Meeting Recording](#)

Members Present

Mike Kohler, Chair	Escambia County
Colten Wright, Vice Chair	Santa Rosa County
Vernon Compton	City of Milton
Ashlee Hofberger	Escambia County
Jared Moore	City of Pensacola
Mike Norberg	Okaloosa County
Kerry Smith	Santa Rosa County
Woody Speed	City of Orange Beach

Members Absent

Tim Burr	City of Gulf Breeze
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Interested Parties Present

Matt Posner	PPBEP
Whitney Scheffel	PPBEP
Logan McDonald	PPBEP
Haley Gancel	PPBEP
Bailey Walkinshaw	PPBEP
Paige Lansky	PPBEP
Zach Schang	PPBEP
Kaylee Beasley	PPBEP
Mary Jane Bass	Beggs & Lane
Doug Broxson	Former Florida District 1 Senator
Kate Dawson	Moffatt & Nichol
Thomas Derbes	FL Sea Grant
Cherry Fitch	Former Mayor of Gulf Breeze
Heather Griffin	ADEM-NPS Unit
Paul Looney	WRA
Shannon McGlynn	ADEM-NPS Unit

1. Call to Order

2. Roll Call (*Matt Posner, Executive Director*)

Staff called the roll. A quorum was present.



3. Public Comment

None

4. Approval of Board Agenda

The agenda was changed to move up the recognition of service up after Item 4. Staff updated the Board on an item modification for Item 9.K.: the total changed to \$92,900, reflecting the vessel value change from \$63,600 to \$64,100 due to additional cleats and anchor storage.

Commissioner Colten Wright (Santa Rosa County) made a motion to approve the agenda. Woody Speed (City of Orange Beach) seconded the motion. The motion passed unanimously.

5. Recognition of Service

On behalf of the Board, Commissioner Mike Kohler (Escambia County) thanked former Senator Doug Broxson and former Mayor Cherry Fitch for their service to the Program. Former Senator Doug Broxson advocated for funding environmental projects in Northwest Florida, including appropriations for the Program's Community Grant Program. Staff expressed gratitude to former Senator Doug Broxson for his dedication to our region.

Former Mayor Cherry Fitch served as the City of Gulf Breeze's representative on the PPBEP Board of Directors, where she supported the Program's endeavors from securing high-impact auction item donations to volunteering with the Program's Seagrass Sleuth events. Staff expressed their appreciation to former Mayor Cherry Fitch for her support and look forward to her continued involvement in other capacities.

6. Approval of November 13, 2024, Board Minutes

Mike Norberg (Okaloosa County) made a motion to approve the November 13, 2024, meeting minutes. Vernon Compton (City of Milton) seconded the motion. The motion passed unanimously.

7. Election of 2025 Chairman and Vice Chairman

Commissioner Ashlee Hofberger (Escambia County) made a motion to recommend Commissioner Colten Wright (Santa Rosa County) as Chairman. Vernon Compton (City of Milton) seconded the motion. The motion passed unanimously.

Commissioner Colten Wright (Santa Rosa County) made a motion to recommend Councilperson Jared Moore (City of Pensacola) as Vice Chairman. Commissioner Kerry Smith (Santa Rosa County) seconded the motion. The motion passed unanimously.

8. Staff Updates

a. Director's Update (*Matt Posner, Executive Director*)

i. Recognizing Whitney Scheffel's 5-Year Anniversary with PPBEP

Staff acknowledged Whitney Scheffel, the Program's Senior Scientist, for her hard work and dedication to the Program over the last five years.



ii. Introduction of New Staff Member

Staff welcomed the newest team member, Kaylee Beasley, as the 2025 Manatee Outreach Intern.

iii. National Estuary Program (NEP) Designation

The NEP Designation bill was passed by congress and signed into law by President Biden in December 2024. Staff are working to have NEP appropriations allocated for fiscal year 2026.

iv. 2024 Annual Impact Report

Staff issued the Program's first Annual Impact Report which covers fiscal year 2024. The Board expressed an interest in receiving additional hard and digital copies of the 2024 Annual Impact Report to share.

v. 2025 Annual Planning Meeting and Staff End of Year Potluck

In December 2024, staff held a multiple-day long planning session for 2025 initiatives and celebrated at the end of the planning week with an end of year potluck.

vi. Events, Legislative Updates, and Appointments

1. Between December 2024 and January 2025, staff attended various oyster and aquaculture-related engagements, including an oyster tonging trip with a historic wild harvester.
2. Staff attended the Perdido Islands groundbreaking in February.
3. Staff participated in a Bronson Field Restoration site visit with Charette from The Nature Conservancy and Moffatt & Nichol.
4. Staff met with Wes Brooks, Chief Resilience Officer, to discuss regional resilience in Northwest Florida.
5. Staff held a Natural Resources Leadership Institute visit last week which focused on oyster restoration.
6. The Program's Legislative Budget Request through the Water Management District Watershed Partnership Program and Policy is in the draft U.S. House of Representatives budget.
7. Staff was appointed to the Santa Rosa County Land Development Code Task Force and to the University of West Florida's Earth and Environmental Advisory Board.

vii. Carpenter Creek Restoration



The Request for Qualifications selection is complete, and staff are in contract negotiations.

viii. Upcoming Request for Qualifications

The Sediment and Audit RFQs will be posted in coming weeks.

ix. PPBEP Annual Management Conference Meeting

This year's Management Conference Meeting is set for Wednesday, April 16th at Sanders Beach Community Center in Pensacola, Florida. Chief Dan "Sky Horse" Helms will be the keynote speaker.

x. Community Grant Program Changes

Staff will bring forward recommended changes to the Community Grant Program to the Board in May.

b. Technical Update (*Whitney Scheffel, Senior Scientist*)

i. EPA Gulf of Mexico Program Understanding Water Quality Through Monitoring Activities

The Program and its partners were tentatively awarded a \$750,000 grant to fund the development of a Water Quality Monitoring collaborative across the Pensacola and Perdido Bay watersheds. This grant will enable the Program to implement specific monitoring actions that were developed during the February 2024 Comprehensive Monitoring Workshop based on data needs of the Program's stakeholders.

ii. Pensacola Bay Oyster Restoration Initiative

Staff provided an overview of the 2025-2026 project schedule, including an update on tasks and upcoming community engagements.

1. Oyster Restoration Design Workshop

Staff held an Oyster Restoration Design Workshop over two half days; approximately 60 participants were in attendance from various backgrounds including wild harvesters, aquaculture, state and federal agencies, academic institutions, community, local government, and private industry. The goal of the workshop was to co-develop conceptual designs for restoring Pensacola Bay's declining oyster populations. The project team will be synthesizing the outputs from the workshop and looking at overlapping reef placement and design among the groups.

2. Oyster Spat and Larval Monitoring

Staff and partners will be conducting oyster spat and larval monitoring from May through October to gather more information on the abundance of oysters in the Pensacola Bay system.



iii. Microbial Source Tracking

Staff are partnering with Escambia County to conduct microbial source tracking study in nine sub-basins across Perdido and Pensacola watersheds. Staff have been working on a project work plan, gathering quotes from laboratories for sample processing and analysis, and compiling and synthesizing data. Staff will be meeting with Escambia County partners on April 1st to discuss next steps.

iv. State of the Bays Report

Staff are compiling and synthesizing datasets for the 2025 State of the Bays report, which will be launching this spring with a preview of the report at the PPBEP Management Conference Meeting on April 16, 2025. Staff are adding a new fisheries indicator that will feature datasets from Alabama Department of Conservation Marine Resource Division, FWC, and Dauphin Island Sea Lab.

v. Living Shoreline Assistance Program (*Paige Lansky, Coastal Restoration Coordinator*)

Staff finalized the development of the Program's Living Shoreline Assistance Program (LSAP) and launched the program in February, with an official public media launch in mid-March. Applications for LSAP are currently being accepted for Perdido Bay watershed and will be accepting applications for Pensacola Bay watershed in August 2025. Staff finalized a program logo and mailers, which were sent to waterfront property owners in Alabama's priority areas. Staff also launched a webpage, created a user-friendly Living Shorelines Homeowners guide, and developed general educational materials about living shorelines. Outreach efforts included a presentation to the Western Perdido Bay Watershed Action Committee, tabling at the Orange Bead Seafood Festival, engaging with contractors at Mississippi State University's Marine Contractor Course, and distributing flyers to promote an open house in Perdido Beach. Staff have already received and began processing 18 applications and will be carrying out site assessments in the next few weeks and working with partners to develop designs.

Upcoming Open Houses and Webinars:

- April 4th —Virtual Informational Webinar
- May 1st —Perdido Key Community Center, Perdido Key, FL

vi. Oyster Shell Recycling Program (*Paige Lansky, Coastal Restoration Coordinator*)

Staff reported over 75 tons of oyster shell have been collected since launching the recycling program in August 2024. Felix Restaurant on Pensacola Beach has exited the program due to closure, however, staff are exploring new partnerships with another restaurant in downtown Pensacola. Staff held a recent cleanup at the shell lot with partner OysterCorps, which revealed



significant trash, prompting the need to remind participating restaurants to only dispose of shells and to revisit the process agreement. Interest in the oyster shell recycling program continues to grow, therefore staff are carefully considering future expansion based on equipment and capacity.

c. **Outreach Update** (*Logan McDonald, Community Outreach Coordinator*)

i. **Extensive Media Coverage**

Staff reported extensive media coverage on several Program initiatives.

ii. **Events**

Staff held and attended various events:

1. Community Grant Symposium
2. Mountain Film Fest
3. Creek Fest
4. Restoration Rambles: Lower Perdido islands
5. Restoration Rambles: Gulf State Park
6. Foiling Week Vertical Oyster Garden Building
7. The World is Your Oyster Dinner
8. Northwest Florida Seafood Heritage Series: Mullet
9. Mardi Gras Bead Cleanup
10. Restoration Rambles: Jones Swamp

- iii. The Program reached its \$30,000 fundraising goal after the gala with a Giving Tuesday campaign.

iv. **Community Grant Program** (*Bailey Walkinshaw, Community Outreach Assistant*)

Staff launched a Voluntary Pre-Application for 2025-2026 Community Grant Program. The intent of the pre-application is to provide interested applicants the opportunity to receive feedback ahead of the full application period in July. The pre-application is not required and does not guarantee funding or selection. An information webinar on the new pre-application process was held virtually on March 10th.

9. **Action Items**

a. **Approval of Appointments to the Finance Subcommittee**

Commissioner Colten Wright (Santa Rosa County) made a motion to appoint Commissioner Kerry Smith (Santa Rosa County) and Vernon Compton (City of Milton) to the Finance Subcommittee. Mike Norberg (Okaloosa County) seconded the motion. The motion passed unanimously.

b. **Approval of Quarterly Financial Statements**

Vernon Compton (City of Milton) made a motion to approve the FY23-24 Fourth Quarter and FY24-25 First Quarter Financial Statements. Councilperson Jared Moore (City of Pensacola)



seconded the motion. The motion passed unanimously.

c. Affirm 2025 Bank Signature Authority

Commissioner Mike Kohler (Escambia County) made a motion to affirm calendar year 2025 signature authority for the Chairman, Vice Chairman, and Executive Director for Pensacola and Perdido Bays Estuary Program's Hancock Whitney Bank accounts. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.

d. Approval of Issuing a Purchase Order to idgroup, in the amount of \$14,500, for the PPBEP Strategic Plan

Commissioner Mike Kohler (Escambia County) made a motion to approve and authorize the Executive Director to execute a purchase order with idgroup, in the amount of \$14,500, to complete the PPBEP Strategic Plan. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.

e. Approval of a Letter of Appreciation Regarding National Estuary Program Designation

Commissioner Colten Wright (Santa Rosa County) made a motion to approve transmitting a letter of appreciation to Senator Rubio, Senator Scott, Congressman Dunn, and Congressman Bean for their leadership in passing Senate Bill 50, the Pensacola and Perdido Bays Estuaries of National Significance Act. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

f. Approval of a Letter to Congress Regarding National Estuary Program Funding

Commissioner Colten Wright (Santa Rosa County) made a motion to approve transmitting a letter to the Alabama and Florida Congressional Delegation urging them to preserve funding for the National Estuary Program, with the inclusion of funding for PPBEP, in the Fiscal Year 2026 budget. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

g. Approval of a Letter to the Florida Legislature Regarding PPBEP's Legislative Budget Request

Commissioner Colten Wright (Santa Rosa County) made a motion to approve transmitting a letter to the Northwest Florida Legislative Delegation, and the House and Senate Appropriation Committee Chairs, urging them to support PPBEP's Legislative Budget Request. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

h. Approval of Repealing and Replacing a Subcontract Agreement PPBEP and Escambia County, FL, in the amount of \$668,755.99, for the Compound Flood Model and Adaptation Plan Project

Councilperson Jared Moore (City of Pensacola) made a motion to approve repealing and replacing, and authorizing the Executive Director to sign, a Subcontract Agreement between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL, in the amount of \$668,755.99, for the Compound Flood Model and Adaptation Plan Project. Mike Norberg (Okaloosa County) seconded the motion. The motion passed unanimously.



- i. **Approval of Repealing and Replacing a Services Agreement with Florida State University, in the amount of \$475,000, to complete the Compound Flood Modeling Project**
Woody Speed (City of Gulf Breeze) made a motion to approve repealing and replacing, and authorize the Executive Director to sign, the Services Agreement with Florida State University, in the amount of \$475,000, to complete compound flood modeling associated with the FDEP Resilient Florida Planning Grant. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.
- j. **Authorization of the Executive Director to Negotiate a Contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services**
Councilperson Jared Moore (City of Pensacola) made a motion to authorize the Executive Director to negotiate a contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services, and authorize the Executive Director to execute the contract, subject to legal review and approval, and ratification at the May 2025 Board Meeting. Commissioner Ashlee Hofberger (Escambia County) seconded the motion. The motion passed unanimously.
- k. **Approval of a Purchase Order with Hanko Boats, not to exceed \$92,900, for a 2025 24 Foot Center Console V Bottom Workboat**
Staff updated the Board that the total changed to from \$92,400 to \$92,900, reflecting the vessel value change from \$63,600 to \$64,100 due to additional cleats and anchor storage.

Woody Speed (City of Gulf Breeze) made a motion to approve, and authorize the Executive Director to sign, a Purchase Order with Hanko Boats, not to exceed \$92,900, for a 2025 24-foot center console V bottom workboat, with the option to purchase a 200 Suzuki outboard engine and McClain aluminum trailer. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.
- l. **Approval of Florida Department of Environmental Protection Grant Agreement No. 25RRE02, in the amount of \$5,570, for the Pensacola and Perdido Bays Estuary Program Resilience Project**
Commissioner Ashlee Hofberger (Escambia County) made a motion to approve, and authorize the Executive Director to sign, Florida Department of Environmental Protection Grant Agreement No. 25RRE02, in the amount of \$5,570, for the Pensacola and Perdido Bays Estuary Program Resilience Project. Mike Norberg (Okaloosa County) seconded the motion. The motion passed unanimously.

10. Committee Updates

- a. **Technical Committee** (*Kate Dawson, Moffatt & Nichol*)
Kate Dawson (Moffatt & Nichol) gave an overview of the most recent Technical Committee meeting, including a guest presentation on the Gulf Monitoring Network where committee members had an opportunity to review dashboard and provide feedback. The Technical



Committee Co-Chairs had an opportunity to provide feedback on the Community Grant Program changes before distribution.

b. Oyster Sub-Committee (*Thomas Derbes, FL Sea Grant*)

Three of the sub-committee members attended Oyster South, an oyster farming convention that was held in St. Augustine, Florida and had over 350 people in attendance. There is a potential that the convention will come to Pensacola in 2028.

c. Education and Outreach Committee (*Thomas Derbes, FL Sea Grant*)

Thomas Derbes (FL Sea Grant) introduced Shannon McGlynn (ADEM) as the new committee Co-Chair. During the last committee meeting, there was a guest presentation on CoCoRaHS and committee members had the opportunity to provide feedback on bay-friendly living booklet priorities.

11. Board Updates

a. Vernon Compton (City of Milton) recognized several local initiatives:

- i.** The Trust for Public Land completed a preservation project of 2,500 acres River with FDEP and other partners along the upper Shoal that will be designated as a state park.
- ii.** Innerarity Island Preservation Foundation in partnership with Conservation Florida secured 100 acres on the Innerarity Point.
- iii.** Through a collaborative partnership between the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, The Longleaf Alliance, and the Department of Defense, 50 salamanders were captively reared and released on private land. The agreement allows for the reintroduction of the salamander without placing a regulatory risk on the landowner. Resource Management Service, LLC is committed to long-term managing their conservation easement as a longleaf forest.

b. Commissioner Mike Kohler (Escambia County) thanked those on the Board that took on leadership assignments and welcomed Commissioner Ashlee Hofberger as the new Escambia County Commissioner for District 4.

12. Public Comment

None

13. Adjourned



Agenda Item 7.a.

Approval of Quarterly Financial Statements

Backup to be distributed under separate cover.

Background: The enclosed fiscal year 2024-2025 second quarter financial statements cover the period January 1, 2025 through March 31, 2025. Included is the Statement of Financial Position, Statement of Activity by Class, Statement of Activity, and the General Ledger.

Recommendation: Recommend the Board approve the FY24-25 Second Quarter Financial Statements.

Financial Impact: **Impact to be distributed under separate cover.**

Legal Review: N/A



Agenda Item 7.b.

Approval of FY24-25 Mid-year Budget Amendment

Backup to be distributed under separate cover.

Background: Based on revenue and expenditures through the 2nd quarter of FY2024-2025, staff propose the following mid-year budget amendments to the initial budget adopted by the Board in September 2024.

Recommendation: Recommend the Board approve the FY24-25 Mid-year Budget Amendment.

Financial Impact: **Impact to be distributed under separate cover.**

Legal Review: N/A

Agenda Item 7.c.

Ratifying Approval of a Contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services

Background: At the September 24, 2024 Board Meeting, the Board approved Florida Department of Environmental Protection (DEP) Grant Agreement No. RES13, in the amount of \$2.2 million for the Carpenter Creek Restoration Design and Permitting Services.

The Carpenter Creek Restoration Project will fund the planning, design, and permitting of an approximately 2.5-mile-long stream restoration project proposed for Carpenter Creek. Environmental benefits from a future Implementation Project include an estimated reduction of 2,000 tons of sediment and 2,500 pounds of nitrogen removed from the Creek annually. Additionally, the Implementation Project would restore approximately 20 acres of wetlands and approximately 2.5 miles of stream while also reducing flood staging by approximately 1 (one) foot. The primary RESTORE Council goal addressed by this Project is to restore, enhance, and protect habitats. Project tasks include project management, procurement of contractor, data collection, engineering and design plans (100%), permitting, and community engagement. Permits anticipated to be required include a US Army Corps of Engineers 404 Permit and a Florida DEP Environmental Resource Permit.

PPBEP issued solicitation #P2425-01 Carpenter Creek Restoration Design and Permitting Services Request for Qualifications (RFQ) on October 30, 2024 and closed on December 10, 2024. The solicitation was properly noticed on PPBEP's website, newsletter, social media, and several distribution lists. Five firms responded.

The Selection/Review Committee shortlisted five firms on January 9, 2025. Interviews and final ranking were held with the shortlisted firms on January 30, 2025. The rank order adopted by the Committee ranked the firms in the following order: #1 Moffatt & Nichol and #2 WSP.

The Committee is comprised of Matt Posner, Whitney Scheffel, Haley Gancel, Tim Day (Escambia County), and Brad Hinote (City of Pensacola). Staff is requesting Board approval to negotiate a contract with Moffatt & Nichol, Inc. as the number one ranked firm. The final contract will be brought before the Board at the May 2025 Board Meeting.

Recommendation: Recommend the Board ratify approval of a contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services, in the amount of \$691,769.68 for base services and \$3,361,516.86 for optional services, for a total contract value of \$4,082,786.54.

Financial Impact: Funding is available in the Grant Account and is funded through Florida DEP Grant Agreement No. RES13.

Legal Review: General Counsel has reviewed and approved the contract.

AGREEMENT FOR PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM
CARPENTER CREEK RESTORATION PROJECT (P2425-01)

THIS AGREEMENT is made and entered into by and between Pensacola and Perdido Bays Estuary Program, Inc., a Florida not-for-profit corporation serving as an instrumentality of government, with administrative offices located at 226 Palafox Place, 5th floor, Pensacola, Florida 32502, (hereinafter referred to as "PPBEP" or "Estuary Program,") and Moffatt & Nichol, a California corporation authorized to transact business in the State of Florida as Moffatt & Nichol, Inc., FEI/EIN #95-1951343, whose principal address is 226 Palafox Place, 6th floor, Pensacola, FL 32502 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on October 30, 2024, PPBEP issued a Request for Qualifications seeking a qualified firm to perform design and permitting services for the Carpenter Creek Restoration pursuant to Section 380.093, Florida Statutes, Specification Number P2425-01 (hereinafter referred to as "the Project"); and

WHEREAS, the Consultant is a firm with the requisite expertise to perform the Project; and

WHEREAS, PPBEP desires to enter into an Agreement with the Consultant for the performance of the Project as further set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, PPBEP and the Consultant agree as follows:

ARTICLE 1
PREAMBLE

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.3 The Estuary Program has complied with the requirements of the Consultants' Competitive Negotiation Act, as provided in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.4 Negotiations pertaining to the services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Estuary Program, and this Agreement incorporates the results of such negotiations.

ARTICLE 2

SCOPE OF SERVICES

2.1 The Consultant will perform the tasks outlined in the Estuary Program's Request for Qualifications Carpenter Creek Restoration Design and Permitting Services, Specification No.: P2425-01, attached hereto and incorporated herein as **Exhibit A**, and as represented in the Consultant's Scope of Work, attached hereto and incorporated herein as **Exhibit B**. Such services shall include those services performed by the Consultant, its employees, and subcontractors, as further described in the Scope of Work and any other services specifically included therein.

2.2 This Project shall be funded in whole or in part by grant funding provided through Florida Department of Environmental Protection (DEP) Grant Agreement No. RES13. The Consultant shall complete the Project in accordance with the terms and conditions of DEP Grant Agreement No. RES13. By executing this Agreement, the Consultant acknowledges that it has received a copy of the Grant Agreements and shall comply with all applicable provisions of the Agreements.

ARTICLE 3 **TIME FOR PERFORMANCE**

3.1 The schedule for completion of the Consultant's services shall be in accordance with **Exhibit C**, which is attached hereto and made a part hereof. Consultant shall complete the Project on or before April 30, 2027. Such schedule may be modified from time to time upon the mutual consent of PPBEP and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for PPBEP's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by PPBEP, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Executive Director.

ARTICLE 4 **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

4.1 PPBEP agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in **Exhibit D**, attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges be paid as follows: A lump sum amount of \$691,769.68 for base services and \$3,361,516.86 for optional services, for a total contract value of \$4,082,786.54. Final payment may be subject to approval by the Board of Directors.

4.2 The Fee Schedule, as used herein, shall mean the charges shown in **Exhibit D** for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively, the Consultant's salaries of professional and administrative staff, sick leave, vacation,

unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, travel, lodging, per diem, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 The Consultant may submit an invoice to PPBEP upon the completion and approval of Project tasks in accordance with the Fee Schedule. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as required by PPBEP. Requests for payment shall not be made more frequently than once a month.

4.4 Invoices shall be submitted via email to info@ppbep.org and addressed to the following:

Attn: Finance Manager
Pensacola and Perdido Bays Estuary Program
226 Palafox Place, 5th floor
Pensacola, FL 32502

4.5 Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

4.6 In the event the Consultant is delayed in being able to make progress towards completion of any task for longer than thirty (30) days for reasons outside Consultant's control, including, but not limited to, delay or suspension on the part of the PPBEP or its agents, then Consultant may invoice for services completed on the task up to the point of delay on a percent completed basis, and PPBEP agrees to issue payment.

ARTICLE 5 **CONSULTANT'S RESPONSIBILITIES**

5.1 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, drawings, specifications, and other services furnished pursuant to this Agreement. The Consultant shall correct or revise, without additional compensation, any errors or omissions in its reports, drawings, specifications, and other services furnished pursuant to the Agreement.

5.2 PPBEP's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to PPBEP in accordance with applicable law for all damages to PPBEP caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

5.3 The rights and remedies of PPBEP provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

ARTICLE 6 **GENERAL PROVISIONS**

6.1 Ownership of Documents.

Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of PPBEP whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files

developed or created of such documents. Except as required by law, when such documents are provided to other parties not involved with the Project, the Consultant shall ensure return of PPBEP's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant. Any reuse or modification by PPBEP of delivered work product prepared by Consultant for any project other than the Project for which they were prepared without the Consultant's prior written consent shall be at the sole risk of PPBEP. PPBEP agrees it shall not deliver Consultant-prepared work product to any unauthorized third-party without first obtaining Consultant's written consent. Notwithstanding the foregoing, the Consultant does not convey to PPBEP, nor does PPBEP obtain any right to any document or material utilized by the Consultant that was created or produced separate from this Agreement or was pre-existing material (not already owned by PPBEP). To the extent that pre-existing materials are incorporated into the work, the Consultant grants to PPBEP an irrevocable, non-exclusive, royalty-free right and/or license to use, execute, and reproduce the pre-existing material, but only as an inseparable part of the Project for which they were prepared. PPBEP acknowledges and agrees that the Consultant retains all rights to the know-how with respect to how to perform the services provided hereunder.

6.2 Termination.

(a) This Agreement may be terminated by either party for cause, or by PPBEP for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid for services performed through the termination date, including all reimbursable expenses then due or incurred to the date of termination. Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(b) In no event shall a termination for convenience by PPBEP be deemed a default, and any such termination shall not subject PPBEP to any penalty or other claim for damages. If the Consultant, without due cause, abandons this Agreement or causes it to be terminated, the Consultant shall reimburse PPBEP for costs incurred by PPBEP in otherwise completing the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of PPBEP and shall be immediately delivered by the Consultant to the PPBEP. Consultant shall otherwise be paid services properly performed up to the termination upon reimbursement by Consultant of costs incurred by PPBEP as set out herein.

(c) Consultant suspension or debarment proceedings brought by PPBEP shall be grounds for immediate termination of this Agreement.

6.3 Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving the Consultant seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by PPBEP may be deducted from any payments left owing the Consultant.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Executive Director
Pensacola and Perdido Bays Estuary Program
226 Palafox Place, 5th floor
Pensacola, Florida 32502
(850) 595-0820
mjposner@ppbep.org**

6.4 Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any PPBEP employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with PPBEP's Ethics Policy prohibiting conflicts of interest among retained consultants.

6.5 No Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, PPBEP shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.6 Truth-in-Negotiation. The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which PPBEP determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

6.7 Gratuities. Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of PPBEP gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

6.8 Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of PPBEP; and Consultant shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP.

6.9 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the Estuary Program. The Agreement shall, however, run with the Estuary Program and its successors.

6.10 Indemnification. The Consultant agrees to hold harmless, indemnify, and defend PPBEP and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including reasonable attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct damages and costs, arising directly on account of or in connection with the Consultant's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant or by anyone for whom the Consultant is legally liable. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of the Estuary Program, as well as provide a legal defense for the Estuary Program, both of which will be done only if and when requested by the Estuary Program, for all claims relating to this Agreement. Such payment on the behalf of the Estuary Program shall be in addition to any and all other legal remedies available to the Estuary Program and shall not be considered to be PPBEP's exclusive remedy. Notwithstanding the foregoing or any other provision to the contrary, Consultant shall not be required to provide a defense to PPBEP for claims of a professional nature as defined in Consultant's professional liability policy except that this shall not affect the Consultant's obligation to pay reasonable attorney's fees as part of Consultant's indemnity obligation to PPBEP, nor shall it affect Consultant's duty to defend PPBEP if such a defense is available under any of Consultant's other insurance policies.

6.11 Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 minimum per occurrence/\$2,000,000 annual aggregate limit;

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employer's liability with employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease;

(d) Professional Liability with \$1,000,000 per claim/\$2,000,000 annual aggregate. Said coverage shall be continuously maintained and in effect for a period of not less than five (5) years from the effective date of this Agreement. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

It is understood and agreed by the parties that in the event the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size

of “VII”, according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, 10 days for nonrenewal or in the case of professional liability insurance, 30 days for any material change. Such notices shall be emailed to info@ppbep.org.

The Pensacola and Perdido Bays Estuary Program shall be endorsed as “additional insureds” on all liability policies (except Workers’ Compensation and Professional Liability). Certificates of Insurance shall be provided to PPBEP prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the Estuary Program. The Estuary Program shall also be the certificate holders.

6.12 Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment and safety, including but not limited to those laws listed in Exhibit E attached hereto, as applicable. Consultant shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. Consultant further certifies they are eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications. In connection with the furnishing of supplies or performance of work under the contract, Consultant further agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations, and executive orders, including but not limited to those listed in Exhibit E, to the extent that the same may be applicable and provider further agrees to insert the preceding provision in all subcontracts awarded hereunder.

6.13 Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with these requirements shall be cause for immediate termination of the Agreement. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

6.14 Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, Contractor hereby certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel List created pursuant to §215.4725, Florida Statutes, and is not engaged in a boycott of Israel as defined in §215.4725, Florida Statutes. Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification, has been placed on the Scrutinized Companies that Boycott Israel List; or has been engaged in a boycott of Israel then PPBEP reserves the right to immediately terminate this Agreement.

6.15 Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, Contractor certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a “foreign country of concern” as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000

or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website:
<http://www.myfloridacfo.com/Transparency>.

6.16 Notice. Any notice or payment under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. A courtesy copy should also be emailed to info@ppbep.org. Unless otherwise notified in writing of a new address, notice or payment shall be made as follows:

To: Moffatt & Nichol
Attention: Vice President
226 Palafox Place, 5th floor
Pensacola, Florida 32502

To: Pensacola and Perdido Bays Estuary Program
Attention: Executive Director
226 Palafox Place, 5th floor
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.17 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

6.18 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

6.19 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

6.20 Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify PPBEP and request clarification of PPBEP's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

6.21 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or

unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

6.22 Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

6.23 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

6.24 No Waiver. The failure of the Consultant or PPBEP to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

6.25 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

6.26 Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

6.27. Annual Appropriation. Pursuant to the requirements of Florida law, the Estuary Program's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Board of Directors.

6.28 Contract Documents. The Contract Documents include this Agreement and any Amendments and Exhibits A-E as referenced herein. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

[The remainder of this page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Pensacola and Perdido Bays Estuary Program

MOFFATT & NICHOL

By: _____
Matthew J. Posner, Executive Director

By: _____
Jeff Helms, Vice President

Date: _____

Date: _____

NOTARY

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned notary, duly authorized to administer oaths, this day personally appeared, _____, who _____ is personally known to me or _____ produced _____ as identification, and who upon being duly sworn, acknowledges that the foregoing is true and correct.

Sworn to and subscribed, before me, this _____ day of _____, 2024.

[NOTARY SEAL]

NOTARY PUBLIC

Type or print name: _____

Commission Expires: _____

Commission No.: _____



226 Palafox Place, Floor 6
Pensacola, FL 32502
(850) 815-3040
www.moffattnichol.com

April 30, 2025
Pensacola and Perdido Bays Estuary Program
226 South Palafox Place
Pensacola, FL 32502

Attn: Zach Schang

Subject: Scope, Fee, and Schedule for Engineering and Design of the Carpenter Creek Restoration Project

Dear Mr. Schang:

Please find attached a copy of the project scope, fee, and schedule for the engineering and design of the Carpenter Creek Restoration Project, for your review and comment. We are proposing a lump sum contract for this task order. Deliverables for each task are outlined and to be provided over a 24-month period of performance. Based on current understanding and guidance, the cost for this effort is estimated at \$691,769.68 for the base bid and \$3,361,516.86 for the optional services, totaling \$4,082,786.54 with consideration for Miscellaneous Services. The Project Team is eager to partner with the Pensacola and Perdido Bays Estuary Program on their initiative to restore Carpenter Creek.

Sincerely,

A handwritten signature in blue ink that reads 'Kate Dawson'.

Kate Dawson, PE

MOFFATT & NICHOL

BACKGROUND

Carpenter Creek, once a natural setting used for religious rituals and recreation for all races, has since suffered from urbanization. Channel modification and hardening, fragmentation of the creek, increased impervious cover, a dramatic reduction of the riparian zone, and a loss of public access and recreational opportunities have all compromised the system. These alterations to the creek and the surrounding watershed have led to increased erosion and sedimentation, a rise in contaminants and nutrients, colonization of nuisance and exotic species, and compromised infrastructure. These physical stressors and water quality impairments have greatly diminished the ecological value and natural beauty of the watershed.

The Carpenter Creek Restoration Project is necessary to improve water quality, restore habitat, improve connectivity, enable community resilience, and provide improved public access throughout the system. Anticipated environmental benefits from restoration of the 2.5-mile-long project include an estimated reduction of 2,000 tons of sediment and 2,500 pounds of nitrogen removed from the Creek annually. Improving the creek's biophysical integrity thus also benefits Bayou Texar downstream. Additionally, the project would aim to restore approximately 20 acres of wetlands and approximately 2.5 miles of stream while also reducing localized flood storage by approximately 1 (one) foot.

PROPOSED TASKS

The following tasks are proposed for the project, with a detailed outline and description of subtasks provided in the following sections.

- Task 1: Project Management Coordination
- Task 2: Data Collection and Modeling
- Task 3: Community Engagement Support
- Task 4: Land Access, Acquisition Plan, and Coordination
- Task 5: Design
- Task 6: Permitting Services
- Task 7: Adaptive Management Planning Support
- Task 8: Bid Packages
- Task 9: Construction Oversight

The scope and timing of particular design activities are dependent upon findings and outcomes of precedent actions. Especially those related to public outreach and land owner negotiations and client approvals. Therefore, the scope and fee include a base bid and optional services to support tiered prioritization of physical creek segments and adaptive design advancement given the iterative nature of the project. Tasks which are present in both the base bid and optional services are distinguished with an "A" or "B" identifier, respectively. The Project start date is estimated to be in April 2025, continuing for twenty-four (24) consecutive months.

BASE BID

The base bid includes the services required to complete conceptual design for the entire 2.5-mile segment of the creek (Task 5A). Services and deliverables associated with project management and coordination (Task 1A), data collection and modeling (Task 2A), community engagement

(Task 3A), and landowner coordination (Task 4A) are necessary to advance the project and complete conceptual design and are detailed below. All services and deliverables performed as part of the base bid encompass the 2.5-mile-long project area.

TASK 1A: PROJECT MANAGEMENT AND COORDINATION

This task addresses the services required for facilitation of the project. The Project Manager will conduct internal and external coordination meetings, develop progress reports, manage scheduling, deliverables, and invoicing. If needed, the MN Team can provide grant reporting support.

SUBTASKS

- The appropriate members of the MN Team will conduct monthly meetings with the PPBEP to advance design, update on progress, and resolve any coordination needs. The resulting progress report will include minutes from the coordination meeting.

ASSUMPTIONS

- Coordination meetings between the project team to be conducted monthly.

DELIVERABLES

- Monthly Progress Report – includes minutes and action item lists associated with the monthly coordination meeting
- Monthly Invoice

TASK 2A: DATA COLLECTION AND MODELING

This task will encompass the desktop investigations, field investigations, and modeling necessary to evaluate the condition of the system, delineate functional process zones (FPZ), and assign stream restoration potential. This effort will be summarized in the Basis of Design Report (BODR).

SUBTASKS

- Desktop Investigations
 - Collate and review existing, available, and relevant desktop information including Natural Resource Conservation Service (NRCS) Hydrologic Soil Groups; LiDAR-derived digital elevation model (DEM) and United States Geological Survey (USGS) contour maps; drainage basin delineations, cross-sections, and bridge data in the Watershed Management Plan (WMP) Interconnected Channel and Pond Routing (ICPR) model; most-recent land use mapping of the watershed; hydrography maps; parcels; utilities; easements; wetlands; chronosequences of historical aeriels; public access and infrastructure; ECUA sewer locations and incidents; and drainage point source discharge information.
 - Drainage point source discharge information will be collected from City of Pensacola basin and sub-basin maps, stormwater management pond and pretreatment unit GIS maps, Escambia County Drainage Basin Maps and FDOT District 3 roadway construction plans and drainage maps. Specifically,

FDOT data will include available data for the following bridges/culverts (Bridge #):

- 12th Avenue (Bayou Texar) Bridge – 485247 (City Owned)
- SR 289/9th Avenue Bridge – 480293
- SR 296 (Michigan Avenue/Bayou Blvd) Concrete Box Culvert or Bridge Culvert – 480104 (Health Index of 34.44)
- SR 750 (Airport Boulevard) Bridge 480141
- SR 291 (Davis Highway) Bridge – 480194
- SR 8A (I-110) Bridge Culvert – 480075
- A desktop cultural resource assessment will be performed by the University of West Florida (UWF) Archaeology Institute. Work will be performed under the direction of an RPA-registered professional archaeologist and will include a State Historic Preservation Office (SHPO) coordination letter report. From these assessments, recommendations will be made as to the likelihood of site occurrence within the proposed Project Area and recommendations will be provided for further work.
- Field Investigations
 - The project team will field review known stormwater pipe and defined ditch discharge locations, including pretreatment unit and stormwater management site outfalls, to assess outfall condition including photo documenting erosion impacts. The team will identify any impervious overland flow/sheet flow drainage discharge locations not captured in a closed drainage system. Furthermore, the team will walk sections of the creek to identify untreated outfall locations, erosion hot spot locations not identified via desktop analysis. Any illicit discharges identified during the field investigations will be documented, photographed and immediately presented to the PPBEP project manager. At untreated discharge locations the project team will assess the field conditions and viability for adding appropriate treatment measures.
 - The project team will conduct condition assessments to develop a preliminary stream classification and FPZ delineation from the desktop data and then traverse the entire project creek alignment upon receiving property owner agreements from client. Our subject matter experts in fluvial geomorphology and stream corridor ecology will conduct a rapid visual assessment of alignment stability and environmental quality, delineating endpoints of reaches with sub-meter GPS points based on their categorical departures from biophysical integrity. This effort results in FPZ definitions that stem from the reach's likely predevelopment condition, legacy of impacts, and potential vulnerability to future impacts. The latter condition is important to consider because some kinds of impacts to creek integrity lag the stressor induction sometimes by many years. The resulting FPZ map will guide subsequent design alternative considerations. Once these delineations are established, we will select representative 'reference reaches' within each FPZ to conduct reference reach assessments. Reference reaches are standardized lengths of stream channel for metric assessment and functional scoring, typically on the order of 20 bankfull widths per reach. These include 3

kinds of visual survey per reach related to geomorphic integrity, overall stream quality, and streambank erosivity, as follows:

- Geomorphic Reference Reach Survey: This includes assessment of the reach's fluvial geomorphic characteristics and substrates. It centers on a measured sketch of the bankfull channel, meander belt surfaces and habitats, outer alluvial floodplain surfaces and habitats, and adjacent hillslope habitats. The major instream habitats such as riffles or shoals, various types of pools, and various kinds of bars are inventoried and included in the sketch. Substrates such as gravel and sand, woody debris and logs, and artificial debris/junk are mapped on the sketch. Cross-sections are measured at a representative riffle for entrenchment assessment and channel dimension and pattern determination, and at pool sections for each pool type encountered. Bend geometry is measured, including radius of curvature of the two most-representative bends in the reference reach. Pebble size is measured on point bars, and pebble counts will be conducted at selected riffles and pools to determine the relative amount of sand versus gravel exposures. These observations and data are used to describe how the system's geomorphology and associated habitat conditions depart from a natural stable condition. Of special consideration for Carpenter Creek is the use of this assessment as a preliminary means to gage whether a corridor is currently too narrow for channel stability and needs to be widened.
- NRCS Stream Visual Assessment Protocol 2 (SVAP2): SVAP2 to each reference reach to assign an overall biophysical integrity index score of 1-10 and nominal categorization as Excellent, Good, Fair and Poor. SVAP was developed to assist landowners and managers to make informed conservation and restoration decisions in stream corridors. SVAP2 accounts for the biodiversity potential of the channel and its nearbank vegetation including separate perspectives for benthic macroinvertebrates and fish, visual water quality, hydraulic access to its floodplain, streambank stability, erosion and sedimentation, and vegetated buffer quality (including plant density, native cover versus nuisance exotics, and buffer width). When multiplied by applicable FPZ stream lengths its scoring can be used as length-weighted stream-specific form of functional score akin to a UMAM score in wetlands. It will be used as part of the weight-of-evidence approach for determining which areas require greatest priority for restoration intervention versus simple conservation.
- Rosgen BANCS Assessment: BANCS provides an estimate of channel erosion potential, and an estimate of annual average sediment yield from streambank erosion. It includes standardized field interpretation and selected bank-height measurements and observations of bank substrate layering, root density, root depth, near-bank stress, and other factors resulting in a nominal erosivity score that correlates with a central tendency of sediment yield. The method is accepted by USEPA for sediment load TMDL calculations. For our purposes it will be used to explore the instability potential and load source reduction value of

working within each FPZ. It can be helpful to illustrate the potential for future erosion while a system is actively downcutting but has not yet collapsed the streambank.

- Up to 10 such FPZ's are expected to occur for this task within Carpenter Creek and receive the three types of reference reach surveys. The MN Team will also conduct reference reach survey assessments in up to 5 creeks across a gradient of drainage-area size overlapping that of the Carpenter Creek study area in more natural watersheds such as those occurring in the Perdido River Wildlife Management Area in AL or Blackwater River State Forest in FL. The results of these assessments may end up refining the FPZ definitions and delineations made antecedent to the rapid visual reference reach assessments. The MN Team will issue a report and map of the finalized FPZ descriptions based on the assessments above.
- Additionally, public access and recreational feature locations will be field assessed to understand existing conditions and inform design feasibility, constructability, maintainability, connectability, and public safety.
- Basis of Design Report
 - The project team will organize the methods, findings, and delineations from the above efforts into a BODR. This includes desktop and field investigations, design assessments, and a preliminary maintenance plan framework. This report will become a living document to be updated and expanded during conceptual design, 60% Design, and 100% Design, documenting additional basis as more details are added to the design.

ASSUMPTIONS

- Access agreements with Carpenter Creek property owners are required to perform required field investigations.
- Draft and Final copies of the BODR will be issued for one iteration of review/editing by the PPBEP and revision by the MN Team.

DELIVERABLES

- ESRI mxd or map package with working GIS layers
- Basis of Design Report (Version 1: Conceptual Design)

TASK 3A: COMMUNITY ENGAGEMENT SUPPORT

This task is scoped to develop the Community Engagement Plan.

SUBTASKS

- Community Engagement Plan
 - This plan will establish roles, outline goals, and articulate audience segmentation to define a clear strategy for engagement with community members and stakeholders for each segment of the creek. Gehl Studio Inc. (Gehl) will advise during plan development using their working knowledge following development of the Strive to Thrive Pensacola 2035 Strategic Plan. This Community

Engagement Plan will culminate in a report to be shared at the discretion of the PPBEP.

ASSUMPTIONS

- Draft and Final copies of the Community Engagement plan will be issued allowing for one iteration of review/editing by the PPBEP and revision by the MN Team.

DELIVERABLES

- Community Engagement Plan

TASK 4A: LAND ACCESS, ACQUISITION PLAN, AND COORDINATION

This task will be led by the MN Team with supporting services as needed from O.R. Colan Associates, Inc. (ORC) located in Pensacola, Florida. The MN Team will develop the Site Access and Land Acquisition Plan and perform the services needed to secure survey and access permissions from landowners. Subtasks are organized by entity and are optional, subject to completion of the Site Access and Land Acquisition Plan. Following finalization of the plan, the project team shall determine which of the optional services are requested during this phase of the project.

SUBTASKS

- MN Team
 - Site Access and Land Acquisition Plan
 - Priority landowner identification and outreach are crucial steps to secure both permanent and temporary access rights on private property. The process begins with identifying key landowners whose properties are essential for the design and project's success. This involves mapping out the project area and pinpointing properties that will be directly impacted by the restoration activities.
 - The team will work closely with PPBEP, the City, and the County to establish a master strategy for site access and land acquisition. A draft template for consideration is included as Appendix A.
 - This report is a living document to be updated and expanded during 30% Design, documenting additional basis as discussions, feedback, access agreements, and engagement are advanced.
 - Survey & Access Permission
 - Obtaining landowner approval for survey and access permission involves notifying landowners about the project and its goals, formally requesting access with details on the survey's scope, duration, and potential impacts, restoration, and securing written consent from landowners to ensure they understand and agree to the survey activities. This process ensures respect for property rights and clear communication with landowners. The M&N team will work with PPBEP, with City input, to develop an appropriate access agreement to be presented for signature to each adjacent property owner. Property owners will be contacted via mail, email, in-person door knocking, public meetings or via phone to secure access agreements.

- Provide as-needed Real Estate consulting services
 - The MN Team will provide optional real estate consulting services to support PPBEP and the project as needed. These services may include general guidance and suggestions pertaining to real estate acquisition matters, supporting unplanned meetings or scopes, support drafting acquisition agreements, etc.
- ORC
 - ORC can provide optional, as-needed real estate consulting services to support PPBEP and the project as needed. These services may include general guidance and suggestions pertaining to real estate acquisition matters, supporting unplanned meetings or scopes, support drafting acquisition agreements, etc. Such services are not currently included in the fee.

ASSUMPTIONS

- Draft and Final copies of the plan will be issued allowing for one iteration of review/editing by the PPBEP and revision by the MN Team.
- Estimate excludes any travel time or expenses. If travel is required, additional fees may apply.
- PPBEP to define who will own and maintain easements required for the project as well as provide input on agreement terms.

DELIVERABLES

- Site Access and Acquisition Plan (Version 1)

TASK 5A: DESIGN (CONCEPTUAL)

Design services will include feasibility and alternative assessments with respect to creek design and public access design. The results of these assessments are the conceptual designs for the creek which will be delivered as part of the BODR.

SUBTASKS

- Feasibility and Primary Alternatives Assessment:
 - Creek Restoration
 - The team will use the findings of Task 2A in concert with examination of the undeveloped real estate within the drainage system plus infrastructural constraints to assign stream restoration potential into 1 of 5 basic stream improvement alternatives. These include inert channel lining, two-stage channel terrain construction, natural channel restoration construction, channel habitat enhancement, and do-nothing alternatives. In some cases the chosen alternative will ultimately depend on outcomes of property access agreements. Nuisance species management activities will be assessed by a subcontractor and coordinated with the stream restoration priorities. For example, some of the ‘do-nothing’ stream restoration areas may receive recommendations for nuisance species management.
 - For this task, some Zones will be left open for multiple treatment alternatives that can be further explored for real-estate feasibility and

benefit-cost sensitivity. As a starting priority the treatment will be matched to Zone condition related especially to its vulnerability for erosion. Highly erosive zones will be assigned major countermeasures in decreasing order of priority from natural channel restoration, to two-stage channel, to inert lining. By definition certain kinds of infrastructure constrained zones will go to inert channel immediately in the vicinity of bridges and transitions between them and natural channel restoration will necessarily be two-stage channels. The lengths and positions of these treatments will be assigned in a subsequent task after tractive force modeling. In other cases, areas subject to natural channel restoration may end up being constrained by unwilling landowners and downgraded to less intensive work in order of priority from two-stage channel, to inert lining, to do nothing.

- Some areas are unlikely to require significant terrain building for stability. If they are clogged with sediment and lack instream habitat diversity then channel enhancement rises to the selected alternative. This includes selective bend grading, selective in-situ plantings and bank stabilizations, sand removal via hydrocarving or dredging, and installation of woody habitat arrays which are more surgical types of stream restoration. And some areas simply are intrinsically stable in-situ requiring no intervention.
- For the outfall discharge locations, pipe sizes 15" or larger and defined ditches currently untreated, the project team will determine potential alternative treatment options (including no-build). The design team will assess whether a drainage easement or right of way acquisition would be required to construct and maintain a recommended treatment option.
- Public access
 - The feasibility and preliminary alternatives phase will refine the recommendations put forth in the WMP. Through engagement with community and stakeholders, the team will evaluate design alternatives based on an understanding of the existing conditions (topography, wetlands, erosion potential, safety, long-term creek maintenance, etc.) with the proposed location of multimodal trails, boardwalk meanders, overlooks, kayak launches, get-downs, and any cultural features.
 - Location and proper connectivity to State/City roads will be critical in determining feasibility of design. Any required crossing of State/City roads will need to meet FDOT/City standards and guidelines and will eventually require a connection agreement with FDOT/City.
 - This effort will culminate in one (1) diagrammatic plan drawing for each section of the creek showing proposed public access design alternatives and an updated overall plan of the project extents.
- Conceptual Designs
 - Creek
 - Initiated after completion of investigations and the Feasibility and Primary Alternatives Assessment and initial public engagement. The project team will develop a concept design with typical cross sections and preliminary alignment in GIS.

- Conceptual designs developed to assure cumulative effects of the design remain favorable to critical outcomes related to sediment yield and flood hazard with consideration for infrastructure.
- The conceptual design will show the locations and recommendations for addressing untreated outfall discharge locations.
- Public Access
 - In the conceptual design phase for public access, the team will advance a wholistic vision for the creek based on the outcome of the feasibility and preliminary alternatives phase. The alternatives developed in the prior phase and initial design standards will be vetted at the Public Access Workshop (see Task 3A) to determine the preferred alternative.
 - Draft illustrative dimensioned plan drawings, conceptual renders, and diagrammatic sections for the preferred alternative will be shared with community members and stakeholders for feedback before moving to 30% design.
 - Renders will be created based on the conceptual design for public facing engagement and consensus building.
 - Design Standards are a key element of the early stages of design for public access, describing look and feel of common features like trail material and types, signage, furnishings, etc. Conceptual designs and Design Standards will be shared with community members and stakeholders for feedback before the team advances to 30% design.
 - Public access conceptual design will culminate in an illustrative dimensioned plan drawing that includes the public access and creek restoration design, a conceptual render of key features, and diagrammatic sections, as needed, for each creek segment. Additionally, one (1) overall illustrative plan drawing of the entire project extents and the Design Standards will be produced.

ASSUMPTIONS

- Creek restoration conceptual design to include typical cross sections and a preliminary alignment in GIS.
- The conceptual design for the project is to be included in the BODR as one product/deliverable.
- The conceptual design deliverable will include an opinion of probable construction cost range.

DELIVERABLES

- ESRI mxd or map package with working GIS layers
- Conceptual design – to be included in the BODR as one product/deliverable

OPTIONAL SERVICES

Optional Services include the services needed to advance from conceptual design (Base Bid) through 100% Design. Nested within the optional services are six (6) project components (below)

based on physical delineation of the 2.5-mile-long project into separate segments (Figure 1). These segments were informed by the WMP and the project team's understanding of the creek. The segments were specified with consideration for their own unique stressors and their capacity to contribute to the overall resolution of keystone watershed issues. Deliverables and assumptions are redundant across the segments unless stated otherwise.

- I-110 to Davis Hwy
- Davis Hwy to Airport Blvd
- Airport Blvd to Bayou Blvd
- Bayou Blvd to 9th Ave
- 9th Ave to Target Box store
- Target box store to 12th Ave

The segments are provided to allow for selective advancement of project areas following completion of conceptual design and with consideration for the state of outreach and engagement, land coordination/negotiations, budget, and other contributing factors at the time of execution. Written notification from the PPBEP addressing which project areas and components are to be advanced is required before initiation of optional services.

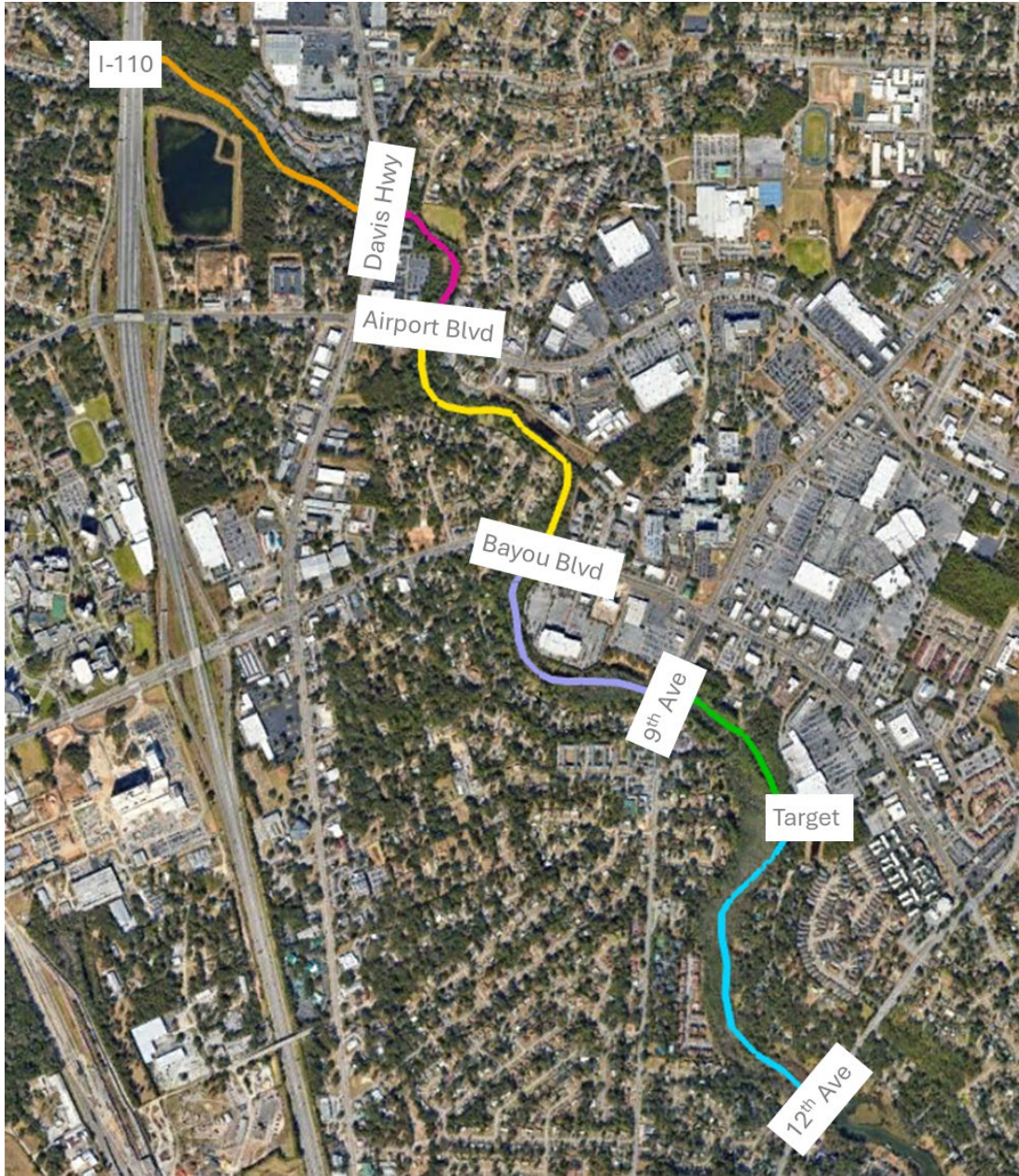


Figure 1. Approximate Carpenter Creek segments.

TASK 1B: PROJECT MANAGEMENT AND COORDINATION

This task addresses the services required for facilitation of the project. The Project Manager will conduct internal and external coordination meetings, develop progress reports, manage scheduling, deliverables, and invoicing. If needed, the MN Team can provide grant reporting support.

SUBTASKS

- The appropriate members of the MN Team will conduct monthly meetings with the PPBEP to advance design, update on progress, and resolve any coordination needs. The resulting progress report will include minutes from the coordination meeting.

ASSUMPTIONS

- Coordination meetings between the project team to be conducted monthly.
 - Baseline and max subtasks shown in the fee are additive in nature and are a function of the 24-month schedule. In the event that the project timeline or phasing are altered, extended, or segmented, the fee captured in the max subtask is not sufficient to facilitate independent project management of three (3) creek segments.
-

DELIVERABLES

- Monthly Progress Report – includes minutes and action item lists associated with the monthly coordination meeting
 - Monthly Invoice
-

TASK 2B: DATA COLLECTION AND MODELING

This task will encompass the field investigations and modeling necessary to evaluate the condition of the system, inform design, and revise the BODR. The footprint, scope, and associated costs of the subcontracted field investigations will be refined to capture the necessary data following completion of the Base Bid project component. Anticipated subcontractors are noted but may be subject to change at the time of execution pending availability, partner priorities, budget, or other factors.

SUBTASKS

- Desktop Assessment
 - We will review site conditions, environmental and historical resources data, and other available documents deemed relevant for regulatory authorization through a desktop analysis. Following this collection effort, we will secure and review County, FDEP, and/or Northwest Florida Water Management District (NFWMD) files associated with previously authorized relevant projects that are readily available online. Data collected will be used to inform the permit application and guide agency consultations.
- Field Investigations
 - Topographic and hydrographic surveys will be performed by SSMC to capture elevations and features within the project area.
 - Cultural resource field surveys (as needed) will be performed by the UWF Archaeology Institute to identify, assess, and support protection of historical, archaeological, and cultural resources within the project area.
 - Geotechnical investigations will be performed by Tierra to assess subsurface soil conditions in the project area.
 - An invasive species survey will be performed by faculty supervised students from UWF to locate and identify invasive species within the project area.
 - A tree survey will be performed by faculty supervised students from UWF in accordance with City of Pensacola Code of Ordinances. Tree Survey areas will be focused on areas of potential construction only. A tree mitigation meeting with the City will be conducted prior to survey to verify City' mitigation requirements for this project.

- A wetland delineation survey will be performed by Wetland Sciences to determine the presence, boundaries, and extent of wetlands in the specified project areas.
- Modeling
 - A combination of ICPR and HEC-RAS modeling will be performed to assess no-rise outcomes, inform alternatives, and advance engineering.
 - The County's ICPR model will be utilized to submit the FPLOS determination.
 - The first step includes reviewing and preprocessing survey data, County models, and design alternatives. For the outfall discharge locations, pipe sizes 15" or larger and defined ditches currently untreated, the project team will delineate the basin contributing to that outfall to determine the quantity and velocity of flow based on specific storm events.
 - Model runs will be set up for the design alternatives, followed by post-processing and evaluating the model results to assess flood risk reduction benefits. Three (3) iterations of model runs are scoped for each of the six (6) segments.
 - A technical memo will be prepared for the County summarizing the FPLOS findings. As part of the regulatory process, a No-Rise Certification or Letter of Map Revision may be required and submitted to the County Floodplain Manager using FEMA's effective model to simulate proposed improvements which involves assessing changes to effective flood boundaries, creating regulatory mapping for new flood boundaries, preparing a modeling report, and submitting a FEMA application.
- Basis of Design Report
 - The project team will organize the methods and findings from the task and update the existing BODR. This report is a living document to be updated and expanded during 60% Design and 100% Design, documenting additional basis as more details are added to the design.

ASSUMPTIONS

- Draft and Final copies of the BODR report will be issued for each version allowing for one iteration of review/editing by the PPBEP and revision by the MN Team.
- The County's ICPR model will be utilized to submit the FPLOS determination.
- No updates or revisions to the County's model outside of the project area
- No re-calibration or validation of the County's model
- Baseline conditions will be updated per survey obtained and may deviate from the existing model set - all baseline (i.e. existing conditions) changes and results will be coordinated prior to modeling proposed project improvements
- Three (3) iterations of ICPR modeling are assumed for each of the six (6) creek segments.
- FPLOS determination modeling is limited to evaluating water surface elevation reductions and excludes scour assessments. Minor channel design recommendations may be provided based on model results to optimize project benefits.
- Three iterations of ICPR modeling in support of conceptual design are assumed.
- FEMA regulatory effort (No-rise or Letter of Map Revision [LOMR]) includes time up to single application development and submittal; further coordination with FEMA beyond application submittal is excluded but may be added at an hourly rate.

DELIVERABLES

- Technical memo summarizing the FPLOS findings (to be provided to the County)
- No-Rise Certification or Letter of Map Revision
- Basis of Design Report
 - Version 2: 60% Design
 - Version 3: 100% Design

TASK 3B: COMMUNITY ENGAGEMENT SUPPORT

This task is scoped to provide community engagement support to the PPBEP. The effort includes a Property Owner Meeting, Milestone Updates, Targeted Stakeholder Meetings in Various Formats, Technical Working Group Meeting, a Public Access Workshop, Virtual Outreach, Surveys + Website Updates to be used for outreach related to the segments advanced to final construction plans. This task is to be revised prior to execution in accordance with the Community Engagement Plan to be developed as part of base bid Task 3A

SUBTASKS

- One (1) Property Owner Meeting
 - A key stakeholder meeting will be the initial engagement with all property owners within a geographic boundary established in coordination with the PPBEP for each creek segment. This meeting will serve to reinvigorate the project and re-engage property owners after the WMP, obtain initial survey access agreements, and build a shared awareness of project goals, potential challenges, milestones and team. We recommend holding this meeting before the first public Milestone Update to ensure property owners are informed and engaged early in the process, preventing any surprises at the project's outset. In support of Task 4, the design team will develop initial project one-pagers and project door-hangers (not specific to reach) to support property owner outreach, with material tailored to different types of owners (large commercial versus small residential). This meeting will be followed with mailers, and door knocking as needed and stipulated in Task 4.
- Three (3) Milestone Updates
 - Similar to the WMP public meetings, we will host open-house-style public meetings featuring stations dedicated to key topics. These stations may be hosted by project partners as well as the PPBEP. These meetings will provide a comprehensive overview of the project and are expected to attract the largest audience compared to the more targeted stakeholder meetings held in various formats. This approach will ensure broad public engagement while allowing attendees to explore specific areas of interest in greater detail.
 - Preparation will include a coordination meeting with the PPBEP to develop the invitation list and communication & outreach strategy for getting the word out, coordination with the venue to prepare appropriately formatted presentation and printed materials based on layout and technology, the creation and review of a slide presentation and corresponding public-facing graphics, boards, attendance at the milestone update and a summary report that incorporates feedback collected at each meeting.

- Additional outreach materials will be developed for the PPBEP to use at their discretion, with project partners, potential funders and/or landowners, outside of the identified Milestone Update meetings, including project pamphlets or large format posters. These materials will be widely versatile by audience and meeting format.
- Six (6) Targeted Stakeholder Meetings in Various Formats
 - The stakeholder engagement will be defined through the process of creating the community engagement plan. There will not be a one-size-fits-all solution to engagement, and this portion of the project is flexible to allow the team to meet people where they're at and be a bit more granular in scale. While the exact meetings and formats are to be determined through the community engagement plan, the working assumptions account for up to six (6) total stakeholder meetings.
- Three (3) Technical Working Group (TWG) Meetings
 - TWG Meetings will provide invited technical experts the opportunity to review materials before the public Milestone Updates. The PPBEP, with support from the design team, will compile the list of invited experts based on WMP involvement. Both meetings will be led by the PPBEP, with presentation materials prepared by the design team in advance of the Milestone Update. To maximize efficiency, materials developed for the TWG meetings will also serve as draft content for the Milestone Updates.
- One (1) Public Access Workshop
 - The workshop will vet initial concepts with invited stakeholders, proposed by the Design Team and reviewed by PPBEP. This workshop would re-engage with stakeholders involved in the catalytic projects during the WMP, build momentum for the out of stream amenities and ensure that initial concepts for the conceptual trail alignment and amenities are well-coordinated with other ongoing local initiatives. Gehl to provide virtual support.
- Virtual Outreach, Surveys + Website Updates
 - Provide an update after the third and fourth Milestone Updates to share back the presentation file and summary report.
 - Creation of three (3) online surveys available through the webpage hosted by PPBEP to supplement the in-person Milestone Updates for those unable to attend in-person, summary to be included in summary report.
- Other
 - The project team has allocated funds to compensate Angela Kyle as an honorary community liaison should she be willing and able to participate in project engagement.

ASSUMPTIONS

- PPBEP to lead this task with support from the project team.
- One (1) Property Owner Meeting
- Three (3) Milestone Updates
- Six (6) targeted stakeholder meetings
- Three (3) Technical Working Group Meetings

- One (1) Public Access Workshop
- Three (3) online surveys

DELIVERABLES

- One (1) Property Owner Meeting
 - Includes supporting materials (to be defined subject to negotiations and development of the Community Engagement Plan) and minutes.
- Three (3) Milestone Updates
 - Includes supporting materials (to be defined subject to negotiations and development of the Community Engagement Plan) and summary report of feedback received.
- Six (6) targeted stakeholder meetings
 - Includes supporting materials (to be defined subject to negotiations and development of the Community Engagement Plan) and minutes.
- Three (3) Technical Working Group Meetings
 - Includes supporting materials (to be defined subject to negotiations and development of the Community Engagement Plan) and minutes.
- One (1) Public Access Workshop
 - Includes supporting materials (to be defined subject to negotiations and development of the Community Engagement Plan) and minutes.
- Three (3) online surveys
- Virtual Outreach and Webpage Materials (to be defined subject to negotiations and development of the Community Engagement Plan)

TASK 4B: LAND ACCESS, ACQUISITION PLAN, AND COORDINATION

This task will be led by the MN Team in close coordination with PPBEP with supporting services from O.R. Colan Associates, Inc. (ORC) located in Pensacola, Florida. MN Team will provide as-needed Real Estate consulting services to secure permanent easements from landowners. Subtasks are organized by entity and are optional, subject to completion of the Site Access and Land Acquisition Plan and project progression.

SUBTASKS

- MN Team
 - Site Access and Land Acquisition Plan
 - The team will work closely with PPBEP, the City, and the County to advance Version 1 of the a master strategy for site access and land acquisition based on discussions, feedback, access agreements, and engagement to-date.
 - The MN Team will identify all parcels needing permanent easements based on all construction and maintenance impacts (includes stream, public access/recreation, and outfall discharge impacts).
 - Provide as-needed Real Estate consulting services
 - The MN Team will provide optional real estate consulting services to support PPBEP and the project as needed. These services may include general guidance and suggestions pertaining to real estate acquisition

- matters, supporting unplanned meetings or scopes, support drafting acquisition agreements, etc.
- ORC (optional services subject to completion of Site Access and Land Acquisition Plan – not included in the project fee)
 - Land rights negotiations with landowners
 - This includes obtaining the necessary land rights in accordance with the Owner's standards and securing the proper land rights for access roads (temporary, permanent and/or third party).
 - The outreach phase focuses on building relationships with landowners through clear and transparent communication. Landowners are informed about the project's goals, benefits, and the specific access rights needed. This includes explaining the temporary and permanent impacts on their properties and addressing any concerns they may have.
 - Not obtaining land rights with priority landowners could result in significant design complications and extensive design rework.
 - Obtain title
 - Obtaining title for landowner easements involves a detailed legal process to secure the necessary rights for project activities. This process begins with identifying the specific properties where easements (temporary & permanent) are required and conducting thorough title searches to confirm ownership and any existing encumbrances. Ensuring clear title is crucial to avoid legal disputes and ensure the project's smooth progression.
 - Once ownership is verified, negotiations with landowners commence to outline the terms of the easement, including the scope of access and any compensation.
 - These agreements are then formalized through legal documentation, which can be recorded with local authorities to ensure enforceability and public record. This meticulous approach ensures that all parties are aware of their rights and obligations, facilitating the project's successful implementation.
 - Estimates for title research have been based on a 50-year search and providing copies of documents of record.
 - Obtain Appraisals
 - Obtaining appraisals for landowner easements involves a detailed evaluation process to determine the fair market value of the property with and without the proposed easements. This process includes hiring professional appraisers to assess the impact of both temporary and permanent easements on the property's value. Accurate appraisals are crucial for ensuring fair compensation to landowners and facilitating transparent negotiations, ultimately securing the necessary easements for the project's success. This is especially important on projects where federal grants are involved.
 - Record easements and other documents as necessary.
 - Conduct quality check after close of acquisition, collaborative review and closeout meeting and execute affidavit of completion.
 - Provide as-needed Real Estate consulting services

- ORC will provide optional real estate consulting services to support PPBEP and the project as needed. These services may include general guidance and suggestions pertaining to real estate acquisition matters, supporting unplanned meetings or scopes, support drafting acquisition agreements, etc.
- NOTE: These optional services are not included in the fee given present unknowns but a unit cost is provided below for informational purposes.

Activity	\$/Parcel	Minimum Assumed Number of Parcels
Secure Survey Permissions	\$2,350.00	150
Temporary Easement	\$7,405.00	40
Permanent Easement	\$8,305.00	15
50-year Title Research	\$1,200.00	55

ASSUMPTIONS

- MN Team
 - Draft and Final copies of the plan will be issued allowing for one iteration of review/editing by the PPBEP and revision by the MN Team.
 - Estimate excludes any travel time or expenses. If travel is required, additional fees may apply.
- ORC
 - Estimate excludes any travel time or expenses. If travel is required, additional fees may apply.
 - Laydown yards are to be negotiated and secured by the construction contractor.
 - Due to federal funding, this project will be conducted in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).
 - This project will not be administered by the U.S. Army Corps of Engineers and/or the Army Corps' acquisition requirements will be not followed.
 - The final project amount will be determined by multiplying the unit price per activity times the actual number of required activities plus expenses for travel, postage and related items.
 - This bid assumes at least 40 temporary access easements, 15 permanent easements, and 55 title reports of the identified parcels are provided to ORC for negotiations.
 - ORC will be able to offer a volume discount if 150% or more of the assumed number of activities are required once the final project scope is determined.
 - Travel expenses (mileage, per diem, flights) and postage are estimated based upon the minimum assumed number of parcels. ORC may need to revise these expenses based upon a final parcel count.

- A parcel is defined as one set of document(s) being executed. (ex: multiple parcels with common ownership and with different types of acquisitions (temp and perm easement) could be defined as 1 parcel)
- Template offer documents will be provided to ORC (ex: offer letter, leases, easements, and deeds).
- Vesting deed will be used to identify landowners for survey permissions. Title research for the acquisition parcels is limited to 50 years and doesn't include title updates.
- ORC will conduct a minimum of three (3) rounds of good faith negotiations with each landowner unless a landowner is declared to be at impasse at an earlier point.
- The recording fees for easement and other documents are not included in the per parcel cost and will be a pass-through cost with no mark-up.
- Appraisals and survey exhibits will be provided to ORC. (ORC is providing an optional fee for appraisals and review appraisals).
- No relocation of personal property, owner occupants, tenants, or businesses is included in ORC's scope.
- No encroachments are located within the easement areas that need to be removed.
- No construction support is included in ORC's scope at this time.
- Attendance at public meetings is not included in ORC's scope.
- ORC will utilize its Parcel Suite platform for daily entry of notes and communications with landowners during the active work period. There is a separate SaaS Agreement for any external party (up to 4 users) wanting viewership access.

DELIVERABLES

- Site Access and Acquisition Plan (Version 2)

TASK 5B: DESIGN (30% THROUGH 100%)

This task encompasses the necessary engineering and design subtasks to develop the project from conceptual design through 100% Design. Design includes creek elements, untreated outfall discharge elements, as well as public amenities and access features. Additional services could include benefit calculations, economic estimates, and grant support.

SUBTASKS

- 30% Design
 - Design documents will include plan drawings and sections yet remain diagrammatic as far as detailing. The plans will include a refined alignment and cross-section iteration based on modeling results.
 - These design documents will allow the team to perform take-offs for initial order of magnitude costs and build a narrative for funding opportunities.
 - Utility agencies will be contacted to determine potential impacts. Project team will schedule a special meeting with ECUA to discuss the existing gravity sewer line running parallel to the creek.

- FDOT/City will be contacted regarding any proposed design impacts associated with FDOT/City structures or proposed public access (bike/pedestrian) connections/crossings at FDOT/City streets.
- An independent QC review will be performed by BioHabitats.
- 60% Design
 - Design documents will include revisions based on project advancement since 30% Design and a greater level of detail. To include full topographic breakline and surface development and detail sheets.
 - The limits of construction for all design elements should be fully developed at this point.
 - Develop outline of technical specifications.
 - Develop a utility conflict matrix for submittal to Utility agencies and schedule formal utility meeting.
 - Submit design plans to FDOT/City Engineering Departments and follow-up with appropriate meetings to address FDOT/City design concerns.
 - Schedule follow-up meeting with ECUA and other utility agencies as necessary.
 - An independent QC review will be performed by BioHabitats.
- 90% Design
 - Design documents will include revisions based on project advancement since 60% Design and a greater level of detail.
 - Update Utility conflict matrix based on coordination meetings with Agencies.
 - Submit plans and conflict matrix to utility agencies and schedule utility meeting to resolve outstanding utility issues.
 - Include FDOT/City design refinements agreed to during prior design meetings and forward plans to FDOT/City for final design review.
 - Include all special design details.
 - Prepare project technical specifications.
 - An independent QC review will be performed by BioHabitats.
- 100% Design
 - Finalize design based on 90% design review.
 - Finalize technical specifications.
 - Prepare final utility conflict matrix for distribution to Utility agencies.
 - Forward final plans to FDOT/City/Utility agencies.
 - An independent QC review will be performed by BioHabitats.
- Benefit Calculations (optional)
 - Assign categorical benefits and risks to each alternative in the context of listed project objectives.
 - Calculate approximate nutrient load reductions using a derivation of the Chesapeake Bay TMDL protocol for each alternative at 30%, 60% and 100% design.
 - Calculate benefits of erosion control by estimating sediment load reductions using the Rosgen BANCS procedure at 30%, 60% and 100% design.
 - Run FLOWSED/POWERSED to determine areas subject to sedimentation at existing condition, 30% design, 60% design and 100% design.
 - Wetland Sciences to calculate wetland habitat lift of each alternative (fee pending).

- Calculate the stream habitat lift of each alternative by conducting a modified version of the USDA Stream Visual Assessment Protocol (SVAP2), weighting the property wide scores by stream length affected in each FPZ for each alternative at 30%, 60%, and 100% design.
- Estimate the value of the project to property and asset owners based on hazards eliminated and property value increases associated with stream restoration of similar nature to the alternative. Calculate this at 30%, 60% and 100% design
- Triple Bottomline Economics (optional)
 - Produce a simple triple bottom line estimate of the costs and benefits of the project on a 20-year annual cashflow for communication and comparative purposes.
 - The assessment will select items for monetization from among nutrient load reductions, sediment load reductions, fishery/recreation improvements, property loss reductions, property value increases, assets protected from flood hazard reduction, stream habitat mitigation value, and wetland habitat mitigation value.
 - This study will use existing sources of information including literature values and does not include new surveys of stakeholders or novel economic studies in the region.
- Grant Support (optional)
 - Conduct a review of up to 3 potential grants available for project construction and limited grant agency outreach regarding project suitability and competitiveness. Grant opportunities to be identified and screened by PPBEP.

ASSUMPTIONS

- Public Access Design Documents fee is based on a set scale and number of sheets. Depending on the intensity of access desired, more or less sheets can be produced. For this fee proposal, we have assumed a mid-range number of sheets. At 1" = 20', the number of sheets accounts for cover, plan sheets, details and sections.
 - I-110 to Davis Hwy – 11 sheets
 - Davis Hwy to Airport Blvd - 13 sheets
 - Airport Blvd to Bayou Blvd – 15 sheets
 - Bayou Blvd to 9th Ave - 16 sheets
 - 9th Ave to Target Box store – 18 sheets
 - Target box store to Bayou Texar – 12 sheets
- Drainage design limited to the below with respect for each segment:
 - I-110 to Davis Hwy – four (4) outfalls
 - Davis Hwy to Airport Blvd – two (2) outfalls and erosion area
 - Airport Blvd to Bayou Blvd – four (4) outfalls
 - Bayou Blvd to 9th Ave – three (3) outfalls
 - 9th Ave to Target Box store – four (4) outfalls
 - Target box store to 12th Ave – five (5) outfalls
- A maximum of six (6) renders to be updated at each design phase (30%, 60%, 90%, and 100%)
- 30% Design product generated in GIS software.
- 60%, 90%, and 100% Design product generated in Autodesk Civil 3D software.

- 60% Design to be utilized in permit application and the advancement of 90% and 100% Design shall not proceed until permit award.

DELIVERABLES

- 30% Design Documents: Design files, cost estimate, and updated renderings
- 60% Design Documents: Design plan set, technical specification outline, cost estimate, and updated renderings
- 90% Design Documents: Design plan set, technical specifications, cost estimate, and updated renderings
- 100% Design Documents: Design plan set, technical specifications, and an opinion of probable construction cost
- Memorandum addressing economic assessments (optional)

TASK 6: PERMITTING SERVICES

This task includes the required effort to prepare the applications and/or supporting documentation for processing environmental permits through the US Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP) and coordinate with the agencies in a proactive manner to anticipate regulators' potential questions or concerns.

SUBTASKS

- Site Assessment
 - An environmental consulting specialist will conduct a site visit to observe existing conditions for reference in the environmental permitting consultations. During the site visit, we will inspect the area of the proposed project noting natural resource conditions, existing structures and other relevant conditions during the site visit.
- Pre-Application Meetings
 - We will coordinate pre-application consultation discussions with USACE and FDEP staff to present the Project and obtain feedback regarding apparent Project compliance with key regulatory criteria. This is recommended to take place prior to 30% design submittal and prior to 60% design submittal. Two (2) meetings will be held virtually, unless agencies request a field visit.
 - These meetings will provide valuable feedback to inform the design, permitting and construction planning processes moving forward. The purpose of the meetings will be to review the proposed purpose and need for the project, discuss regulatory requirements, and provide a general overview of the proposed surveys, investigations, and modelling/design approach. Feedback received will be incorporated into the permit applications.
 - M&N will provide a meeting summary following the meeting.
- Permit Applications Development and Submittal
 - The team will prepare comprehensive permit application packages for submittal to the USACE (Individual Permit) and FDEP Permit (Environmental Resource Permit [ERP]) for the proposed Project. M&N will draft both federal and state application forms and supplemental information. These application packages will be developed using the 60% Design Documents and will be submitted to PPBEP for review and signature. The applications will include the following:

- USACE Individual Permit application and required supplemental information
 - Federal authorization includes: Clean Water Act Section 404, Section 408 Clearance Letter, Rivers and Harbors Act Section 10, Endangered Species Act (Section 7), Marine Mammal Protection Act (MMPA), Endangered Species Act (Section 7), Magnuson-Stevens Fisheries Act
 - Desktop and survey information generated from this scope will be included as required
 - FDEP ERP application and required supplemental information
 - State authorization includes: Environmental Resource Permit, Section 401 Clean Water Certification, Sovereignty Submerged Lands Authorization (SSLA), and Coastal Zone Management Act Consistency
 - Desktop and survey information generated from this scope will be included as required
- Post-application Permitting Coordination
 - Our team will proactively engage the agencies in every step of the process to respond quickly to formal Requests for Additional Information (RAI).
 - We will prepare comprehensive responses to two (2) USACE and two (2) FDEP RAIs. RAI responses will be submitted to the PPBEP for review and concurrence. Following review and concurrence, we will coordinate a virtual meeting (as is recommended by the agencies) with the permit agencies to review the response and modify as deemed necessary. Our team will incorporate any feedback necessary and formally submit the RAI response.

ASSUMPTIONS

- Agency coordination to take place virtually.
- Scope addresses initial consulting efforts. Based on the items discovered, evolving scope/direction from the Client, or other variables, the Client will be advised regarding recommended next steps.
- Changes to the project scope and/or scale may require additional consultations with regulatory agencies.
- A formal biological assessment or environmental assessment is not scoped.
- This scope assumes that the PPBEP will directly pay all permit application fees and will coordinate and pay for publication of Public Notice of FDEP permit issuance in a local newspaper of general circulation pursuant to Ch. 120 of the Florida Administrative Code (F.A.C.).
- Scope does not include any habitat functional/mitigation assessments or design alternatives analysis for impact minimization.
- Scope does not include during- and post-construction permit compliance tasks; these will be addressed under separate scope once the project design, construction schedule, permit conditions, etc. are known.
- Responses to RAIs will be limited to brief supplementary analyses, compiling existing data, and clarifying descriptions based on the permit application narratives and

appendices. RAIs requiring information beyond these parameters are not included in this scope.

- Scope assumes there will be no third-party objections to the project including no submittal of request for public hearing to the USACE and no petition for Administrative Hearing pursuant to Ch. 120, F.A.C.
- We cannot and will not guarantee issuance of permits for a specific project design nor a specific schedule due to the variety of regulatory permitting variables which are outside our immediate control.
- Draft and Final copies of the deliverables will be issued allowing for one iteration of review/editing by the PPBEP and revision by the MN Team.
- Permit application submittal is subject to securing authorization from all impacted property owners.

DELIVERABLES

- Two (2) Regulatory Meeting Summaries
- Permit Application Packages
 - USACE Individual Permit Application
 - FDEP Environmental Permit Application

TASK 7: ADAPTIVE MANAGEMENT PLANNING SUPPORT

This task addresses services to support the PPBEP in development of protocols for managing, monitoring, and maintaining restored sites, and performing said monitoring in compliance with permitting and funding requirements.

SUBTASKS

- Strategy Meeting
 - The project team will meet to strategize development of protocols for managing, monitoring, and maintaining restored sites. This meeting will inform development of the Operations and Maintenance Plan.
- Operations and Maintenance Plan
 - The MN Team will provide support to PPBEP in their development of an Operations and Maintenance Plan.
- Product Review
 - The MN Team will provide one review of the draft Operations and Maintenance Plan and return the markups to the PPBEP.

ASSUMPTIONS

- PPBEP to lead this task with limited support from the project team.

DELIVERABLES

- One (1) review and the associated markups of the Operation and Maintenance Plan

TASK 8: BID PACKAGES

This task encompasses the services provided by the project team to develop a bid package and support the PPBEP during the bidding process.

SUBTASKS

- Contract Documents Package
 - Contract documents package to include contractual and legal documents, technical specifications, regulatory and compliance documents, and bidding and procurement documents (as applicable).
 - The MN Team will develop legal and contractual front-end documents in accordance with the Engineers Joint Contract Documents Committee (EJCDC).
- Contractor Prequalification Criteria
 - We will develop contractor criteria as appropriate with respect to experience and technical qualifications, capacity, financial, and safety and legal compliance records.
- Contractor outreach
 - Given the specialized nature of the project, contractor outreach would involve research and identification of contractors with relevant experience. Contractors will be informed via the pre-bid notification to generate awareness with the intent to increase informed and qualified participation.
- Pre-bid Notification Write-up
 - Draft a pre-bid notification write-up for distribution to potential bidders. The notification will include project information, bid details and requirements, qualification and compliance requirements, anticipated schedule, work conditions, and contact information.
- Pre-bid Notification Posting
 - MN Team to manage notification posting on the appropriate forum(s).
 - Two postings are assumed at a unit cost of \$500 each (\$1,000) total.
- Pre-Bid Meeting
 - MN Team will prepare materials for PPBEP use at the pre-bid meeting and will attend the meeting as well as a site visit with potential contractors. Two (2) in-person representatives are assumed. Anticipated materials include agenda, presentation, and other supporting visual aids with minutes to follow completion of the meeting.
- Answering contractor questions and issuing addendums
 - Includes answering questions received from prospective bidders, questions received during the pre-bid meeting, and any additional questions asked following the pre-bid meeting with formal responses issued as addendums.
- Bid Tabulations and Contractor Ranking
 - Tabulation of received bids, providing number entries, and generating associated ranking.
- Issued for Construction Documents
 - Development of the final, approved set of drawings and specifications to be distributed to the contractor for project execution.
- Pre-construction meeting

- Two (2) in-person representatives are assumed with other participants attending virtually. MN Team to provide support during review of scope, schedule, roles, and expectations prior to breaking ground.

ASSUMPTIONS

- MN team to compile and manage front-end documents using EJCDC.
- Four (4) team members will be present at the pre-bid meeting, two (2) will be local with no travel needed and two (2) will travel to attend in-person. Other team members to attend virtually.
- Includes the fee (\$500) to post the pre-bid advertisement to two (2) appropriate forum(s).

DELIVERABLES

- Contract Documents Package
- Contractor Prequalification Criteria
- Pre-bid Notification Write-up
- Pre-bid Notification Posting
- Pre-Bid Meeting Materials Preparation and Minutes
- Addendums
- Bid Tabulations and Contractor Ranking
- Issued for Construction Documents

TASK 9: CONSTRUCTION OVERSIGHT

Construction oversight is typically scoped, scheduled, and budgeted after the design has been developed and prior to bidding. The fee is typically based on project complexity, project duration, and the hours spent in the field providing oversight. This scope and fee are to be negotiated at a later date.

PROPOSED FEE

The “MN Team” constitutes Moffatt & Nichol, Waggonner and Ball, and Black and Veatch. Hours and rates for the MN Team as well as project partner Biohabitats is included in Appendix B. Also in Appendix B are the quotes provided by UWF Archaeology (cultural resources), Wetland Sciences (wetland, tree, and invasives surveys), Tierra (geotech), and SSMC (topographic and hydrographic surveys).

	MN Team	BioHabitats	Angela Kyle	Gehl	UWF Archaeology	Wetland Sciences	Tierra	SSMC	Sum
Base Bid (Conceptual Design)	\$677,429.68	\$0.00	\$0.00	\$10,000.00	\$4,340.00	\$0.00	\$0.00	\$0.00	\$691,769.68
Task 1A: Project Management and Coordination	\$103,429.38								\$103,429.38
Task 2A: Data Collection and Modeling	\$326,811.96				\$4,340.00				\$331,151.96
Task 3A: Community Engagement Support	\$34,074.39			\$10,000.00					\$44,074.39
Task 4A: Land Access, Acquisition Plan, and Coordination	\$55,409.66								\$55,409.66
Task 5A: Design	\$157,704.29								\$157,704.29
Optional Services (30-100% Design)	\$2,784,956.39	\$29,500.00	\$20,000.00	\$10,000.00	\$99,186.47	\$42,900.00	\$130,949.00	\$273,525.00	\$3,361,516.86
Task 1B: Project Management and Coordination	\$256,282.96								\$256,282.96
Baseline: Up to three (3) creek segments	\$217,242.98								\$217,242.98
Max: Between four (4) and six (6) creek segments *	\$39,039.98								\$39,039.98
Task 2B: Data Collection and Modeling	\$125,271.44				\$99,186.47	\$42,900.00	\$130,949.00	\$273,525.00	\$671,831.91
I-110 to Davis Hwy	\$20,878.57				\$16,448.17	\$6,800.00	\$20,196.00	\$52,994.00	\$117,316.74
Davis Hwy to Airport Blvd	\$20,878.57				\$7,310.30	\$6,700.00	\$25,913.00	\$12,225.00	\$73,026.87
Airport Blvd to Bayou Blvd	\$20,878.57				\$18,275.75	\$8,500.00	\$21,656.00	\$58,049.00	\$127,359.32
Bayou Blvd to 9th Ave	\$20,878.57				\$10,965.45	\$7,600.00	\$27,230.00	\$29,243.00	\$95,917.02
9th Ave to Target Box store	\$20,878.57				\$14,620.60	\$6,900.00	\$27,722.00	\$40,366.00	\$110,487.17
Target box store to Bayou Texar	\$20,878.57				\$23,758.47	\$6,400.00	\$8,232.00	\$80,648.00	\$139,917.04
UWF Archaeology Set Price					\$7,807.73				\$7,807.73
Task 3B: Community Engagement Support	\$443,185.64		\$20,000.00	\$10,000.00					\$473,185.64
Baseline: Up to three (3) creek segments	\$375,501.68		\$20,000.00	\$10,000.00					\$405,501.68
Max: Between four (4) and six (6) creek segments *	\$67,683.96								\$67,683.96
Task 4B: Land Access, Acquisition Plan, and Coordination	\$78,042.69								\$78,042.69
I-110 to Davis Hwy	\$12,213.75								\$12,213.75
Davis Hwy to Airport Blvd	\$7,781.93								\$7,781.93
Airport Blvd to Bayou Blvd	\$19,713.75								\$19,713.75
Bayou Blvd to 9th Ave	\$14,928.51								\$14,928.51
9th Ave to Target Box store	\$8,804.65								\$8,804.65
Target box store to Bayou Texar	\$14,600.11								\$14,600.11
Task 5B: Design	\$1,492,368.16	\$29,500.00							\$1,521,868.16
I-110 to Davis Hwy	\$229,425.01								\$229,425.01
Davis Hwy to Airport Blvd	\$207,305.55								\$207,305.55
Airport Blvd to Bayou Blvd	\$251,808.91								\$251,808.91
Bayou Blvd to 9th Ave	\$246,174.30								\$246,174.30
9th Ave to Target Box store	\$249,641.10								\$249,641.10
Target box store to Bayou Texar	\$253,060.45								\$253,060.45
FDOT/City Bridge Culvert Crossings	\$54,952.86								\$54,952.86

Task 6: Permitting Services	\$149,091.52								\$149,091.52
Baseline: Up to three (3) creek segments	\$126,648.85								\$126,648.85
Max: Between four (4) and six (6) creek segments *	\$22,442.67								\$22,442.67
Task 7: Adaptive Management Planning Support	\$30,684.33								\$30,684.33
Task 8: Bid Packages	\$128,616.72								\$128,616.72
Baseline: Up to three (3) creek segments	\$109,474.35								\$109,474.35
Max: Between four (4) and six (6) creek segments *	\$19,142.37								\$19,142.37
Task 9: Construction Oversight (TBD)	\$0.00								
Miscellaneous									
Benefit Calculations	\$58,959.54					TBD			\$58,959.54
Triple Bottomline Economics	\$12,811.54								\$12,811.54
Grant Support	\$9,641.85								\$9,641.85
*The "Max" tasks are additive to the "Baseline" tasks.								GRAND TOTAL	\$4,082,786.54

SCHEDULE

Task	2025								2026												2027			
	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
Base Bid																								
Task 1A: Project Management and Coordination	continuous																							
Task 2A: Data Collection and Modeling	continuous																							
Task 3A: Community Engagement Support	continuous																							
Task 4A: Land Access, Acquisition Plan, and Coordination																								
Task 5A: Design	conceptual																							
Optional Services																								
Task 1B: Project Management and Coordination									continuous															
Task 2B: Data Collection and Modeling																								
Task 3B: Community Engagement Support									continuous															
Task 4B: Land Access, Acquisition Plan, and Coordination																								
Task 5B: Design									30%				60%				90%*				100%*			
Task 6: Permitting Services																								
Task 7: Adaptive Management Planning Support																								
Task 8: Bid Packages																								
Task 9: Construction Oversight	TBD																							

*90% and 100% Design timeline subject to permit award

APPENDIX A

DRAFT Site Access & Easement Acquisition Plan for Carpenter Creek Stream Restoration Project

Project Overview

The Carpenter Creek stream restoration project aims to restore approximately 2.5 miles of stream between I-110 and 12th Avenue in Pensacola, FL. The project will improve water quality, reduce sediment and nitrogen loads, restore wetlands, and enhance flood resilience.

Purpose and Scope

This document outlines the typical process for acquiring new site accesses and easements from private or commercial property owners. Using the following sections as a general checklist or guide will help the program team, sub-consultants, and PPBEP ensure successful acquisition.

Site Access & Easement Acquisition Plan Objectives

- 1. Define Project Access Needs:** Determine where permanent and temporary easements are required for the project. Define which land entitlements are priority and rank each in terms of project importance based on their impact to the project and design.
- 2. Secure Easements:** Create a landowner stakeholder list. Define title and appraisal process. Establish a landowner engagement process for acquisition. Define who will own and maintain each easement, agreement terms, and compensation if required. Acquire necessary easements to facilitate access and construction activities.
- 3. Ensure Legal Compliance:** Adhere to all local, state, and federal regulations regarding easement acquisition.
- 4. Minimize Impact:** Reduce disruption to property owners and the surrounding community during the acquisition process. Establish landowner engagement through construction completion.

Scope of Work

1. Preliminary Assessment

- Conduct initial surveys to determine the extent of easements required.
- Conduct a desktop analysis, initial surveys, and field investigations to determine the extent of easements required.
- Identify preferred alignment within the corridor based on site constraints, planned development, landowner coordination, and owner requirements.
- Review existing easements and determine if new or supplemental easements must be obtained to support the engineered project design.
- Identification of right-of-entry requirements, landowner coordination, and layout of temporary and permanent easements needed for construction access, staging, and storage.
- Rank each in terms of importance to project success and design.
- Develop a comprehensive landowner list and strategy for acquiring new land rights as required.

2. Stakeholder Engagement

- Notify and engage with priority property owners first to discuss the project and easement needs.

- Conduct public meetings and individual consultations to inform, address concerns and obtain consent.
- Adjust preliminary design based on feedback received from public engagement and discussions with priority property owners.
- 3. Legal and Regulatory Compliance**
 - Review relevant legal frameworks and regulations governing easement acquisition.
 - Prepare necessary documentation for compliance with local, state, and federal laws.
 - Obtain the necessary title reports and property appraisals.
- 4. Easement Negotiation and Acquisition**
 - Negotiate terms of easements with property owners, ensuring fair compensation (if required) and minimal impact.
 - Draft and finalize easement agreements, securing signatures from all parties involved.
 - Record agreements with applicable local County government office.
- 5. Monitoring and Reporting**
 - Establish a monitoring plan to track progress and compliance with easement agreements.
 - Document all interactions and adhere to the outlined procedures to foster positive relationships with property owners and achieve project goals.
 - Provide detailed reports on the acquisition process, including any challenges and resolutions.
 - Provide regular updates to stakeholders and regulatory bodies on the status of easement acquisition and site access.
- 6. Site Access Planning & Construction**
 - Develop a detailed site access plan, including entry and exit points, staging areas, and construction zones.
 - Inform property owners on what to expect before, during and after restoration activities.
 - Coordinate with contractors to ensure access routes are clear and safe for construction activities.
 - Meet with impacted property owners before and after construction.
- 7. Post-Construction Activities**
 - Conduct property owner meetings and damage settlements.
 - Ensure permit closure and documentation.
 - Closeout files and documentation.

Deliverables

- Comprehensive list of affected properties and landowners
- List of both temporary and permanent land entitlements ranked by type and priority
- Detailed site access plan and maps.
- Documentation of stakeholder engagement activities.
- Legal and regulatory compliance reports (as required).
- Finalized & recorded easement agreements.
- Construction monitoring and progress reports.

APPENDIX B

Carpenter Creek Design DETAILED FEE SHEET (Task breakdown, hours, rates, fee) Moffatt & Nichol, Inc																													
		Project In-charge		Chief Engineer		Sr. Architech/ Landscape Architect		Sr. Project Engineer		Engineer III/Scientist III		Architech/ Landscape Architect		Engineer II/Scientist II		Senior Designer		Engineer I/Scientist 1		Designer		Sr. Engineering Technician/ Inspector		Engineering Technician/ Inspector		Expenses	TOTAL		
Task/Activity Description		Rate/Hr.	\$325.00	Rate/Hr.	\$274.50	Rate/Hr.	\$250.00	Rate/Hr.	\$225.70	Rate/Hr.	\$197.95	Rate/Hr.	\$185.00	Rate/Hr.	\$168.67	Rate/Hr.	\$150.00	Rate/Hr.	\$128.10	Rate/Hr.	\$125.00	Rate/Hr.	\$118.16	Rate/Hr.	\$91.50			MH BY	SALARY COST
		Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position	Hours	Cost by Position				
Task 1A - Project Management & Coordination		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	360	\$60,721.20	0	\$0.00	0	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	360	\$60,721.20	
Task 2A - Data Collection and Modeling		0	\$0.00	12	\$3,294.00	0	\$0.00	26	\$5,868.20	16	\$3,167.20	0	\$0.00	125	\$21,083.75	0	\$0.00	245	\$31,384.50	0	\$0.00	40	\$4,726.40	0	\$0.00	\$0.00	464	\$69,524.05	
	Data Collection (WMP, City Data, FDOT, Land Ownership Database, ICPR, Gap Assessment)	0	\$0.00	4	\$1,098.00	0	\$0.00	10	\$2,257.00	4	\$791.80	0	\$0.00	70	\$11,806.90	0	\$0.00	60	\$7,686.00	0	\$0.00	40	\$4,726.40	0	\$0.00		188	\$28,366.10	
	Field Review	0	\$0.00	4	\$1,098.00	0	\$0.00	12	\$2,708.40	12	\$2,375.40	0	\$0.00	40	\$6,746.80	0	\$0.00	160	\$20,496.00	0	\$0.00	0	\$0.00	0	\$0.00		228	\$33,424.60	
	BODR (includes preliminary management plan framework)	0	\$0.00	4	\$1,098.00	0	\$0.00	4	\$902.80	0	\$0.00	0	\$0.00	15	\$2,530.05	0	\$0.00	25	\$3,202.50	0	\$0.00	0	\$0.00	0	\$0.00		48	\$7,733.35	
Task 3A - Community Engagement Support		12	\$3,900.00	0	\$0.00	12	\$3,000.00	0	\$0.00	0	\$0.00	45	\$8,325.00	25	\$4,216.75	0	\$0.00	0	\$0.00	20	\$2,500.00	0	\$0.00	0	\$0.00	\$0.00	114	\$21,941.75	
	Community Engagement Plan	12	\$3,900.00	0	\$0.00	12	\$3,000.00	0	\$0.00	0	\$0.00	45	\$8,325.00	25	\$4,216.75	0	\$0.00	0	\$0.00	20	\$2,500.00	0	\$0.00	0	\$0.00		114	\$21,941.75	
Task 4A - Land Access and Acquisition		0	\$0.00	6	\$1,647.00	0	\$0.00	0	\$0.00	4	\$791.80	0	\$0.00	74	\$12,481.58	0	\$0.00	0	\$0.00	0	\$0.00	115	\$13,588.40	80	\$7,320.00	\$0.00	279	\$35,828.78	
	Plan development	0	\$0.00	2	\$549.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$2,024.04	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		14	\$2,573.04	
	Preparation of agreement/letters	0	\$0.00	4	\$1,098.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	14	\$2,361.38	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		18	\$3,459.38	
	Mailouts to remaining property owners	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,686.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$7,320.00		90	\$9,006.70	
	Follow-up coordination with outstanding property owners	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$791.80	0	\$0.00	38	\$6,409.46	0	\$0.00	0	\$0.00	0	\$0.00	115	\$13,588.40	0	\$0.00		157	\$20,789.66	
Task 5A - Conceptual Design		36	\$11,700.00	14	\$3,843.00	60	\$15,000.00	10	\$2,257.00	0	\$0.00	180	\$33,300.00	88	\$14,842.96	60	\$9,000.00	100	\$12,810.00	220	\$27,500.00	64	\$7,562.24	40	\$3,660.00	\$0.00	872	\$141,475.20	
	Coordinate with DOT and ECUA	0	\$0.00	6	\$1,647.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$2,024.04	0	\$0.00	10	\$1,281.00	0	\$0.00	4	\$472.64	0	\$0.00		32	\$5,424.68	
	Outfall/ditch alternatives analysis	0	\$0.00	6	\$1,647.00	0	\$0.00	10	\$2,257.00	0	\$0.00	0	\$0.00	24	\$4,048.08	0	\$0.00	60	\$7,686.00	0	\$0.00	40	\$4,726.40	40	\$3,660.00		180	\$24,024.48	
	R/W impacts assessment	0	\$0.00	2	\$549.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	30	\$3,843.00	0	\$0.00	20	\$2,363.20	0	\$0.00		52	\$6,755.20	
	Public Access Feasibility and Primary Alternatives Assessment	16	\$5,200.00	0	\$0.00	20	\$5,000.00	0	\$0.00	0	\$0.00	80	\$14,800.00	12	\$2,024.04	40	\$6,000.00	0	\$0.00	100	\$12,500.00	0	\$0.00	0	\$0.00		268	\$45,524.04	
	Conceptual Design	20	\$6,500.00	0	\$0.00	40	\$10,000.00	0	\$0.00	0	\$0.00	100	\$18,500.00	40	\$6,746.80	20	\$3,000.00	0	\$0.00	120	\$15,000.00	0	\$0.00	0	\$0.00		340	\$59,746.80	
OPTIONAL																											\$329,490.98		
Task 1B - Project Management & Coordination		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	996	\$167,995.32	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00	\$0.00	996	\$167,995.32	
Task 2B - Data Collection and Modeling		0	\$0.00	4	\$1,098.00	0	\$0.00	54	\$12,187.80	188	\$37,214.60	0	\$0.00	32	\$5,397.44	0	\$0.00	110	\$14,091.00	0	\$0.00	320	\$37,811.20	24.00	\$2,196.00	\$0.00	732	\$109,996.04	
	Data Collection (WMP, City Data, FDOT, Land Ownership Database, ICPR, Gap Assessment)	0	\$0.00	0	\$0.00	0	\$0.00	10	\$2,257.00	4	\$791.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		14	\$3,048.80	
	Field Review	0	\$0.00	2	\$549.00	0	\$0.00	4	\$902.80	4	\$791.80	0	\$0.00	12	\$2,024.04	0	\$0.00	10	\$1,281.00	0	\$0.00	0	\$0.00	0	\$0.00		32	\$5,548.64	
	H&H Modeling for FPLOS (ICPR)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$15,836.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	180	\$21,268.80	0	\$0.00		260	\$37,104.80	
	Basis of Design Report	0	\$0.00	2	\$549.00	0	\$0.00	40	\$9,028.00	20	\$3,959.00	0	\$0.00	20	\$3,373.40	0	\$0.00	100	\$12,810.00	0	\$0.00	40	\$4,726.40	24	\$2,196.00		246	\$36,641.80	
	FEMA Applications	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$15,836.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	100	\$11,816.00	0	\$0.00		180	\$27,652.00	
Task 3B - Community Engagement Support		46	\$14,950.00	0	\$0.00	85	\$21,250.00	10	\$2,257.00	0	\$0.00	564	\$104,340.00	100	\$16,867.00	32	\$4,800.00	60	\$7,686.00	1028	\$128,500.00	80	\$9,452.80	0	\$0.00	\$0.00	2,005	\$333,902.80	
	Milestone Update 1	8	\$2,600.00	0	\$0.00	10	\$2,500.00	0	\$0.00	0	\$0.00	60	\$11,100.00	0	\$0.00	10	\$1,500.00	0	\$0.00	100	\$12,500.00	0	\$0.00	0	\$0.00		188	\$30,200.00	
	Milestone Update 2	8	\$2,600.00	0	\$0.00	10	\$2,500.00	0	\$0.00	0	\$0.00	60	\$11,100.00	0	\$0.00	10	\$1,500.00	0	\$0.00	100	\$12,500.00	0	\$0.00	0	\$0.00		188	\$30,200.00	
	Milestone Update 3	8	\$2,600.00	0	\$0.00	10	\$2,500.00	0	\$0.00	0	\$0.00	60	\$11,100.00	0	\$0.00	10	\$1,500.00	0	\$0.00	100	\$12,500.00	0	\$0.00	0	\$0.00		188	\$30,200.00	
	Additional Outreach materials (project pamphlets or large format posters)	4	\$1,300.00	0	\$0.00																								

Stakeholder Meeting 5	1	\$325.00	0	\$0.00	2	\$500.00	0	\$0.00	0	\$0.00	30	\$5,550.00	0	\$0.00	0	\$0.00	0	\$0.00	60	\$7,500.00	0	\$0.00	0	\$0.00	93	\$13,875.00	
Stakeholder Meeting 6	1	\$325.00	0	\$0.00	2	\$500.00	0	\$0.00	0	\$0.00	30	\$5,550.00	0	\$0.00	0	\$0.00	0	\$0.00	60	\$7,500.00	0	\$0.00	0	\$0.00	93	\$13,875.00	
Public Access Workshop	4	\$1,300.00	0	\$0.00	4	\$1,000.00	0	\$0.00	0	\$0.00	16	\$2,960.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$2,500.00	0	\$0.00	0	\$0.00	44	\$7,760.00	
Digital materials/online outreach	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,960.00	0	\$0.00	2	\$300.00	0	\$0.00	30	\$3,750.00	0	\$0.00	0	\$0.00	48	\$7,010.00	
Online survey x3	0	\$0.00	0	\$0.00	6	\$1,500.00	0	\$0.00	0	\$0.00	16	\$2,960.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$2,500.00	0	\$0.00	0	\$0.00	42	\$6,960.00	
Engineering team subtask suport	0	\$0.00	0	\$0.00	0	\$0.00	10	\$2,257.00	0	\$0.00	0	\$0.00	100	\$16,867.00	0	\$0.00	60	\$7,686.00	0	\$0.00	80	\$9,452.80	0	\$0.00	250	\$36,262.80	
TRAVEL		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$22,000.00	0	\$22,000.00
PRINTING		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,800.00	0	\$1,800.00
Task 4B - Land Access, Acquisition Plan, and Coordination	0	\$0.00	16	\$4,392.00	0	\$0.00	0	\$0.00	8	\$1,583.60	0	\$0.00	83	\$13,999.61	0	\$0.00	162	\$20,752.20	0	\$0.00	163	\$19,260.08	0	\$0.00	\$0.00	432	\$59,987.49
Plan updates	0	\$0.00	2	\$549.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$1,349.36	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,898.36	
Landowner coordination	0	\$0.00	10	\$2,745.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	55	\$9,276.85	0	\$0.00	162	\$20,752.20	0	\$0.00	163	\$19,260.08	0	\$0.00	390	\$52,034.13	
Real estate support	0	\$0.00	4	\$1,098.00	0	\$0.00	0	\$0.00	8	\$1,583.60	0	\$0.00	20	\$3,373.40	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	32	\$6,055.00	
Task 5B - Design Services	48	\$15,600.00	22	\$6,039.00	76	\$19,000.00	174	\$39,271.80	116	\$22,962.20	560	\$103,600.00	190	\$32,047.30	48	\$7,200.00	1000	\$128,100.00	720	\$90,000.00	2018	\$238,446.88	372	\$34,038.00	\$0.00	5,344	\$736,305.18
Civil																											
I -10 to Davis Hwy	0	\$0.00	4	\$1,098.00	0	\$0.00	18	\$4,062.60	16	\$3,167.20	0	\$0.00	20	\$3,373.40	0	\$0.00	160	\$20,496.00	0	\$0.00	360	\$42,537.60	40	\$3,660.00	618	\$78,394.80	
Davis Hwy - Airport Blvd.	0	\$0.00	2	\$549.00	0	\$0.00	16	\$3,611.20	12	\$2,375.40	0	\$0.00	20	\$3,373.40	0	\$0.00	140	\$17,934.00	0	\$0.00	140	\$16,542.40	36	\$3,294.00	366	\$47,679.40	
Airport Blvd. to Bayou Blvd.	0	\$0.00	6	\$1,647.00	0	\$0.00	28	\$6,319.60	12	\$2,375.40	0	\$0.00	30	\$5,060.10	0	\$0.00	180	\$23,058.00	0	\$0.00	320	\$37,811.20	60	\$5,490.00	636	\$81,761.30	
Bayou Blvd to 9th Avenue	0	\$0.00	4	\$1,098.00	0	\$0.00	16	\$3,611.20	12	\$2,375.40	0	\$0.00	20	\$3,373.40	0	\$0.00	140	\$17,934.00	0	\$0.00	320	\$37,811.20	50	\$4,575.00	562	\$70,778.20	
9th Avenue to Target Store	0	\$0.00	2	\$549.00	0	\$0.00	28	\$6,319.60	12	\$2,375.40	0	\$0.00	20	\$3,373.40	0	\$0.00	150	\$19,215.00	0	\$0.00	360	\$42,537.60	50	\$4,575.00	622	\$78,945.00	
Target Store to Bayou Texar	0	\$0.00	2	\$549.00	0	\$0.00	28	\$6,319.60	12	\$2,375.40	0	\$0.00	20	\$3,373.40	0	\$0.00	150	\$19,215.00	0	\$0.00	360	\$42,537.60	50	\$4,575.00	622	\$78,945.00	
FDOT/City Bridge/Culvert Crossings	0	\$0.00	2	\$549.00	0	\$0.00	40	\$9,028.00	40	\$7,918.00	0	\$0.00	20	\$3,373.40	0	\$0.00	80	\$10,248.00	0	\$0.00	80	\$9,452.80	32	\$2,928.00	294	\$43,497.20	
Public Access/Recreation																											
I -10 to Davis Hwy	8	\$2,600.00	0	\$0.00	8	\$2,000.00	0	\$0.00	0	\$0.00	80	\$14,800.00	0	\$0.00	8	\$1,200.00	0	\$0.00	80	\$10,000.00	0	\$0.00	0	\$0.00	184	\$30,600.00	
Davis Hwy - Airport Blvd.	8	\$2,600.00	0	\$0.00	8	\$2,000.00	0	\$0.00	0	\$0.00	80	\$14,800.00	0	\$0.00	8	\$1,200.00	0	\$0.00	80	\$10,000.00	0	\$0.00	0	\$0.00	184	\$30,600.00	
Airport Blvd. to Bayou Blvd.	8	\$2,600.00	0	\$0.00	16	\$4,000.00	0	\$0.00	0	\$0.00	100	\$18,500.00	0	\$0.00	8	\$1,200.00	0	\$0.00	160	\$20,000.00	0	\$0.00	0	\$0.00	292	\$46,300.00	
Bayou Blvd to 9th Avenue	8	\$2,600.00	0	\$0.00	20	\$5,000.00	0	\$0.00	0	\$0.00	120	\$22,200.00	0	\$0.00	8	\$1,200.00	0	\$0.00	160	\$20,000.00	0	\$0.00	0	\$0.00	316	\$51,000.00	
9th Avenue to Target Store	8	\$2,600.00	0	\$0.00	16	\$4,000.00	0	\$0.00	0	\$0.00	100	\$18,500.00	0	\$0.00	8	\$1,200.00	0	\$0.00	160	\$20,000.00	0	\$0.00	0	\$0.00	292	\$46,300.00	
Target Store to Bayou Texar	8	\$2,600.00	0	\$0.00	8	\$2,000.00	0	\$0.00	0	\$0.00	80	\$14,800.00	0	\$0.00	8	\$1,200.00	0	\$0.00	80	\$10,000.00	0	\$0.00	0	\$0.00	184	\$30,600.00	
Consolidation of team's design files	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	40	\$6,746.80	0	\$0.00	0	\$0.00	0	\$0.00	78	\$9,216.48	54	\$4,941.00	172	\$20,904.28	
Task 6 - Permitting Services	0	\$0.00	8	\$2,196.00	0	\$0.00	14	\$3,159.80	108	\$21,378.60	0	\$0.00	572	\$96,479.24	0	\$0.00	40	\$5,124.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	742	\$128,337.64
Desktop Assessment (Species Surveys, Historical resources, etc.)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,979.50	0	\$0.00	0	\$0.00	0	\$0.00	40	\$5,124.00	0	\$0.00	0	\$0.00	0	\$0.00	50	\$7,103.50	
Regulatory Consultations	0	\$0.00	4	\$1,098.00	0	\$0.00	4	\$902.80	16	\$3,167.20	0	\$0.00	8	\$1,349.36	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	32	\$6,517.36	
Permit Feasibility Report	0	\$0.00	0	\$0.00																							

EXHIBIT B
PROFESSIONAL ENGINEERING SERVICES
CARPENTER CREEK STREAM RESTORATION DESIGN AND SUPPORT SERVICES
BLACK & VEATCH, Inc.
PPBEP Project No. yyyyyyyyyy SubConsultant Project No.XXXXXXXX

Task	Description	\$368.34	\$327.56	\$113.20	\$160.98	\$136.02	\$381.42	\$300.92	\$229.46	\$381.42	\$300.92	\$197.42	\$381.42	\$171.85	\$183.40	\$176.48	\$171.85	\$147.51	Subcontracts	Total (hrs.)	Total Task Cost
																			and/or Expenses		
		PM/PD-PC (hrs.)	PM (hrs.)	Admin-Gen (hrs.)	PJC-Gen (hrs.)	Accting - Gen (hrs.)	Princ Eng (hrs.)	Prn Sci (hrs.)	E1 (hrs.)	Princ Eng (hrs.)	Prn Sci (hrs.)	E1 (hrs.)	Pm. EST (hrs.)	E1 (hrs.)	Designer (hrs.)	Sr. Scientist (hrs.)	EIT (hrs.)	EIT (hrs.)			
A	Base Bid (Conceptual Design)	3	33	26	12	12	192	90	0	0	57	413	0	0	0	183	160	282		1463	\$347,938.70
1A	Project Management & Coordination	3	33	26	12	12	31					49				6			\$ 1,730.00	172	\$42,708.18
2A	Data Collection & Modeling						144				55	343				177	122	261	\$ 27,395.00	1102	\$257,287.91
3A	Community Engagement Support						4	30				8								42	\$12,132.64
4A	Land Access, Acquisition Plan, and Coordination						4	60												64	\$19,580.88
5A	Design						9				2	13					38	21		83	\$16,229.09
B	Optional Services (30-100% Design)	6	66	52	24	24	604	60	436	53	76	791	156	216	1822	133	214	122		4855	\$1,117,250.12
1B	Project Management & Coordination	6	66	52	24	24	62	0	0	0	0	96	0	0	0	6	0	0	\$ 7,785.00	336	\$88,287.64
	Baseline (up to 3 creek segments)	5	56	44	20	20	53					82				5			\$ 6,055.00	285	\$74,446.96
	Max (btwn 4 and 6 creek segments)	1	10	8	4	4	9					14				1			\$ 1,730.00	51	\$13,840.68
2B	Data Collection & Modeling	0	0	0	0	0	6	0	0	0	0	24	0	48	0	0	0	0	0	78	\$15,275.40
	I-110 to Davis						1					4		8						13	\$2,545.90
	Davis to Airport						1					4		8						13	\$2,545.90
	Airport to Bayou						1					4		8						13	\$2,545.90
	Bayou to 9th						1					4		8						13	\$2,545.90
	9th to Target						1					4		8						13	\$2,545.90
	Target to Texar						1					4		8						13	\$2,545.90
3B	Community Engagement Support	0	0	0	0	0	137	0	0	0	0	139	0	0	17	22	21	21	\$ 15,880.00	357	\$109,282.84
	Baseline (up to 3 creek segments)						117					118			15	19	18	18	\$ 11,910.00	305	\$91,684.30
	Max (btwn 4 and 6 creek segments)						20					21			2	3	3	3	\$ 3,970.00	52	\$17,598.54
4B	Land Access, Acquisition Plan, and Coordination	0	0	0	0	0	0	60	0	0	0	0	0	0	0	0	0	0	0	60	\$18,055.20
	I-110 to Davis							10												10	\$3,009.20
	Davis to Airport							10												10	\$3,009.20
	Airport to Bayou							10												10	\$3,009.20
	Bayou to 9th							10												10	\$3,009.20
	9th to Target							10												10	\$3,009.20
	Target to Texar							10												10	\$3,009.20
5B	Design	0	0	0	0	0	285	0	436	53	55	347	156	151	1800	0	124	35	0	3442	\$756,062.98
	I-110 to Davis						44		66		9	41	26	54	300					540	\$116,946.16
	Davis to Airport						48		66		9	89	26	14	300		26			578	\$125,542.10
	Airport to Bayou						44		76		9	81	26	14	300					550	\$120,263.56
	Bayou to 9th						44		76		9	41	26	14	300		42	9		561	\$120,912.05
	9th to Target						44		76		9	41	26	14	300		42	9		561	\$120,912.05
	Target to Texar						52		76	53	9	41	26	25	300			17		599	\$140,031.40
	FDOT/City Bridge Culvert Crossings						9				1	13		16			14			53	\$11,455.66
6	Permitting Services	0	0	0	0	0	29	0	0	0	0	31	0	0	5	6	5	5	\$ -	81	\$20,753.88
	Baseline (up to 3 creek segments)						25					26			4	5	4	4		68	\$17,561.86
	Max (btwn 4 and 6 creek segments)						4					5			1	1	1	1		13	\$3,192.02
7	Adaptive Management Planning Support						9				2	33		9		26	17	17		113	\$22,113.73
8	Bid Packages	0	0	0	0	0	8	0	0	0	0	8	0	8	0	0	0	0	\$ -	24	\$6,005.52
	Baseline (up to 3 creek segments)						7					7		7						21	\$5,254.83
	Max (btwn 4 and 6 creek segments)						1					1		1						3	\$750.69
9	Construction Oversight (TBD)																			0	\$0.00
10.1	Miscellaneous - Benefit Calculations						48				15	95				47	34	22		261	\$58,959.54
10.2	Miscellaneous - Triple Bottomline Economics						12				2	9				13	13	9		58	\$12,811.54
10.3	Miscellaneous - Grant Support						8				2	9				13				45	\$9,641.85
TOTAL HOURS (original)		9	99	78	36	36	796	150	436	53	133	1204	156	216	1822	316	374	404		6318	\$1,465,188.82
TOTAL LABOR COST (original)		\$3,315.06	\$32,428.44	\$8,829.60	\$5,795.28	\$4,896.72	\$303,610.32	\$45,138.00	\$100,044.56	\$20,215.26	\$40,022.36	\$237,693.68	\$59,501.52	\$37,119.60	\$334,154.80	\$55,767.68	\$64,271.90	\$59,594.04	\$52,790.00	\$1,465,188.82	

BIOHABITATS

Task	Rate (\$/hr)	Hours	Total
30% Design QC Review	275	16	\$ 4,400
60% Design Planting Plan	265	20	\$ 5,300
60% Design QC Review	275	32	\$ 8,800
90% Design QC Review	275	24	\$ 6,600
100% Design QC Review	275	16	\$ 4,400
SUM		108	\$ 29,500

PROPOSAL
**Cultural Resources Desktop Assessment for the Carpenter Creek Restoration Project,
Escambia County, Florida**

The University of West Florida (UWF) Archaeology Institute is pleased to present a cost estimate and scope of work for a cultural resources desktop assessment of the Carpenter Creek Restoration Project. The Study Area will include the 157.4 acres (63.7 hectares) included in the Project Area, as well as a 0.5-mile buffer (Figure 1). Work will be performed under the direction of an RPA-registered professional archaeologist. The subsequent State Historic Preservation Office (SHPO) coordination letter report will be produced and submitted within 30 days of the contract agreement.

UWF's Archaeology Institute has conducted numerous desktop assessments for cultural resource compliance permitting purposes. Comprised of professional archaeologists, faculty researchers, as well as many graduate and undergraduate students to support investigations, UWF is capable of performing all phases of terrestrial and submerged cultural resource investigations. With decades of experience in the Pensacola area, UWF is uniquely qualified to perform the work outlined. Many of the sites and previous investigations on file with the Florida Master Site File (FMSF) in this area were the result of UWF-led projects.

Project Personnel

Key personnel on this project will include a Principal Investigator and GIS Specialist. April A. Holmes, M.A., RPA will act as Principal Investigator. With over two decades of experience in cultural resource investigations, she has led various projects, including those involving colonial and early American archaeological sites and urban development in Pensacola. Her expertise includes desktop assessments, budget management, field surveys, excavations, construction monitoring, technical report writing, and permitting. She excels at managing complex projects and is dedicated to advancing regional archaeological knowledge in the community.

Jennifer Melcher, M.A., RPA will act as GIS Specialist. She brings with her many years of experience in remote sensing and geospatial work in archaeological contexts, including cemeteries, sites, and resource-dense districts such as Pensacola's historic downtown area. Ms. Melcher creates and maintains geodatabases for UWF archaeology and historic preservation projects. Additionally, she conducts in-field surveys to position all aspects of UWF investigations, from shovel test pits to above-ground resources. She is skilled in the use of ArcGIS Pro and the georectification of historic maps and aerial imagery.

Administrative and technical support for this project will come from Dr. Ramie Gougeon (Interim Director of the UWF Archaeology Institute and Chair of the UWF Department of Anthropology) and Nicole Grinnan, M.A., RPA (Assistant Director of the UWF Archaeology Institute). Both have extensive project experience in cultural resources management (CRM) investigations and have worked with federal, state, municipal, and commercial clients.

Cost Proposal

Task	Total
Cultural resources desktop assessment and SHPO coordination letter report	\$4,340.24

Scope of Work

The UWF Archaeology Institute will review the literature and records relevant to the Project Area, including the 0.5-mile Study Area buffer. The FMSF will be queried for archaeological sites, resources, historic structures, cemeteries, National Register of Historic Places listings, and previous investigations. Additional records will be sought to assess the potential for unrecorded sites. Historic maps will be georectified and examined for archaeological potential. Aerial imagery will be reviewed for geomorphological changes (especially shoreline erosion), historic structures, and other manmade features. From these assessments, recommendations will be made as to the likelihood of site occurrence within the proposed Project Area and recommendations will be provided for further work.



Figure 1. Study Area aerial map.

PROPOSAL

Cultural Resources Assessment Survey for the Carpenter Creek Restoration Project, Escambia County, Florida

The University of West Florida (UWF) Archaeology Institute is pleased to present Moffat & Nichol a “Rough Order of Magnitude” (ROM) cost estimate and scope of work for a cultural resources assessment survey of the Carpenter Creek Restoration Project, on behalf of the Pensacola and Perdido Bays Estuary Program. The investigations will cover the 2.5 miles spanning 157.4 acres (63.7 hectares) within the project area. For planning purposes, the cost estimate presented in this ROM has been estimated for high probability zones (HPZ) across the entire area of potential effect (APE), including 50 days of fieldwork with 20 shovel test units per day at 25-meter intervals (Figure 1).

The Archaeology Institute will perform all the services described below under the direction of a registered professional archaeologist (RPA), ensuring compliance with relevant federal, state, and local laws, ordinances, policies, or other governmental regulations in the performance of the work outlined in this proposal. These may include, but are not limited to federal regulations Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, and its implementing regulations in 36 CFR Part 800 (Protection of Historic Properties), as well as State regulations Chapter 267, Florida Statutes (FS): Historic Resources, Chapter 1A-44, Florida Administrative Code (FAC) Procedures for Reporting and Determining Jurisdiction Over Unmarked Human Burials, and Chapter 872.05, FS Unmarked Human Burials. Additionally, the Archaeology Institute will adhere to local regulations and policies, including the Escambia County 2030 Comprehensive Plan Policy FLU 1.2 Historic Resources and Pensacola City Council Policy 1, Archaeological Review Procedure, Resolution No. 63-85, amended by Resolution No. 3-88.

The proposed professional CRAS Phase I has four primary objectives: 1) identify archaeologically sensitive areas within the project area; 2) conduct a cultural resource assessment survey to determine the presence or absence of cultural resources (e.g., an archaeological site) within the project area; 3) assess the vertical and horizontal extents of any identified archaeological deposits; and 4) provide resource management recommendations for any archaeological or historic resources encountered during fieldwork. This Phase I level of work provides critical information needed to evaluate the cultural resources (typically, “not significant”; “potentially significant”; or “significant”) and helps determine appropriate management recommendations (generally, “no further work” or “Phase II”). Until an archaeologist completes the Phase I survey, it is not possible to predict the significance of the site or establish definitive management recommendations. Lastly, all evaluations and recommendations need to be reviewed by the Florida State Historic Preservation Officer (SHPO) review staff in the Department of State Division of Historical Resources (DHR).

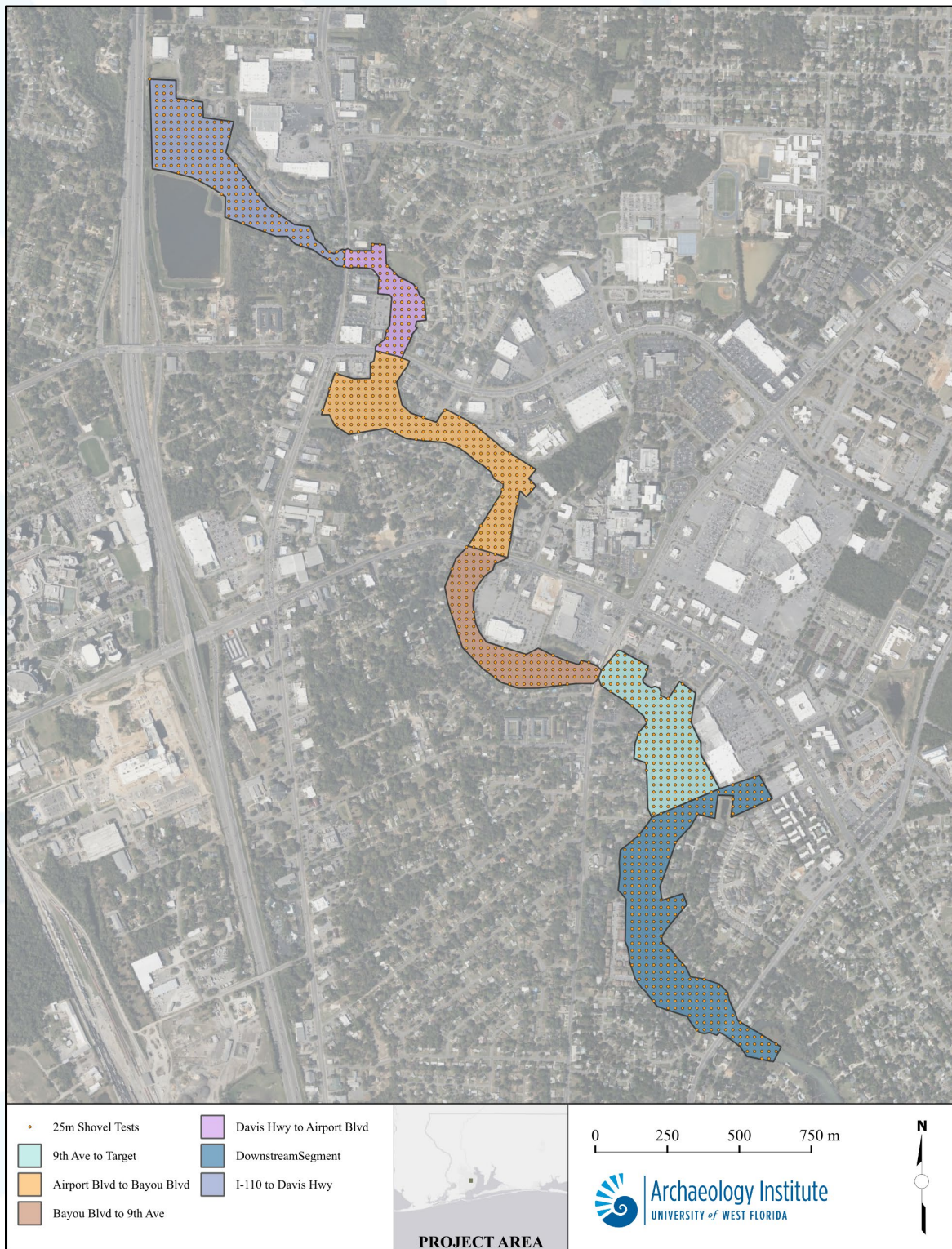


Figure 1. Project area showing full shovel test coverage at 25-meter intervals.

UWF's Archaeology Institute has conducted numerous Phase I surveys for cultural resource compliance purposes. Our team, comprised of professional archaeologists, faculty researchers, and a number of graduate and undergraduate students, is fully equipped to carry out all phases of terrestrial and submerged cultural resource investigations. With decades of experience in the Pensacola area, we are uniquely qualified to perform the work outlined in this proposal. Many of the sites and previous investigations on file with the Florida Master Site File (FMSF) in this region were the result of UWF-led projects.

Project Personnel

Personnel for this project include a Principal Investigator, Field and Lab Supervisors and Technicians, and a GIS Specialist, as well as technical and administrative support (as needed). April A. Holmes, M.A., RPA will act as Principal Investigator. With over two decades of experience in cultural resource investigations, she has led various projects, including those involving colonial and early American archaeological sites and urban development in Pensacola. Her expertise includes desktop assessments, budget management, field surveys, excavations, construction monitoring, technical report writing, and permitting. She excels at managing complex projects and is dedicated to advancing regional archaeological knowledge in the community.

Jennifer Melcher, M.A., RPA will act as GIS Specialist. She brings with her many years of experience in remote sensing and geospatial work in archaeological contexts, including cemeteries, sites, and resource-dense districts such as Pensacola's historic downtown area. Ms. Melcher creates and maintains geodatabases for UWF archaeology and historic preservation projects. Additionally, she conducts in-field surveys to position all aspects of UWF investigations, from shovel test pits to above-ground resources. She is skilled in the use of ArcGIS Pro and the georectification of historic maps and aerial imagery.

Administrative and technical support for this project will come from Dr. Ramie Gougeon (Acting Director of the UWF Archaeology Institute and Chair of the UWF Department of Anthropology) and Nicole Grinnan, M.A., RPA (Assistant Director of the UWF Archaeology Institute). Both have extensive project experience in cultural resources management (CRM) investigations and have worked with federal, state, municipal, and commercial clients.

Proposed Services

Task 1: Permits and Coordination

The project area crosses county, city, and private property boundaries. Through coordination with Moffat & Nichol, UWF will obtain necessary permits to conduct archaeological investigations and coordinate with appropriate State and local government offices. UWF will provide any necessary periodic updates and discussions will be scheduled as needed to provide Moffat & Nichol with information on the progress of the work.

Task 2: Archival Research

Prior to fieldwork, the Archaeology Institute will undertake a review of archaeological information within the project area. This background phase will focus on three key areas: 1) literature review; 2) environmental review; and 3) FMSF review. The literature and records relevant to the project area will be reviewed to provide contextual information on past cultural activity. Additional records will be examined to assess the potential for unrecorded sites. Historic maps will be georectified and analyzed for archaeological potential, and aerial imagery will be reviewed for geomorphological changes (such as shoreline erosion), historic structures, and other manmade features. The FMSF will be queried for archaeological sites, resources, historic structures, cemeteries, National Register of Historic Places listings, and previous investigations.

Background research will provide essential baseline information about human settlement in the project area and help delineate high- and low-probability areas for archaeological sites. These probability areas will be defined based on soil drainage characteristics, topographic features, and proximity to potable water or natural wetlands. Recorded site locations (if any), as well as documentary evidence of historic sites and structures exceeding 50 years of age, will also be considered when defining probability areas. The archaeological probability zones will follow a model of archeological site location developed by UWF.

Task 3: Field Investigations

The Phase I archaeological survey will consist of a systematic inspection of the proposed project area in a manner consistent with *The Historic Preservation Compliance Review Program of the Florida Department of State, Division of Historical Resources* (Tesar 1990). Areas with good surface visibility will be visually inspected for the presence of cultural materials or features. Standard shovel tests measuring 50×50 cm will be excavated to a depth of 100 cm below land surface where conditions permit. Shovel tests may also be judgmentally placed wherever supervisory personnel consider it necessary in order to identify or define archaeological deposits. All soil will be screened through 1/4-in hardware cloth and diagnostic material recovered will be stabilized and analyzed at the Archaeology Institute's laboratory facilities on campus. Site bounding procedures may include surface inspections and/or a program of more closely spaced shovel testing.

Field documentation will include notes to log activities, tasks accomplished, problems encountered, the type and nature of the archaeological deposits, significant findings, site disturbances, as well as relevant information pertaining to the soils, topography, and vegetation. Other daily activities will be documented with digital photographs capturing methods, the project vicinity, and representative shovel test wall profiles. All sites will also be documented with photographs and maps, and all site locations will be plotted on U.S.G.S. 1:24,000 scale topographic quadrangles using GPS technology. Digital data will be stored on archival grade disks and a secured backup server. The investigations will gather sufficient Phase I level information to develop a set of recommendations for managing any archaeological resources identified during the project.

Task 4: Laboratory Analysis

Following the fieldwork, all cultural material and documentation will be returned to the UWF Archaeology Institute for processing, classification, and analysis. The archaeological and environmental data collected during the project will be placed in a computerized database. Selected field maps and drawings will be digitized as needed to facilitate the site evaluations, project synthesis, and production of the final technical report. Laboratory analysis will elicit the information necessary for formulating cultural resource management recommendations and to support site significance evaluations in terms of the National Register of Historic Places. All materials will be processed and packaged for long-term curation. All required state forms for surveys and archaeological sites will be completed.

Task 5: Report of Investigations

The UWF Archaeology Institute will prepare a final report that documents the Phase I survey process and details the cultural materials recovered during the project. The report will adhere to the guidance outlined in the *Florida DHR Chapter 1A-42 Sufficiency Checklist and Module Three: Guidelines for use by Historic Preservation Professionals*. The document will include a description of the project objectives, methods, and results, as well as an overview of the regional environmental, archaeological, and historical contexts. Additionally, the report will present cultural resource management recommendations for the project area.

Task 6: Deliverables

- **Geospatial Computer Files:** The UWF Archaeology Institute will produce and provide to the County, City, and State the necessary geospatial computer files depicting locations within the project area considered archaeologically “sensitive.”
- **Florida Master Site File Forms:** The UWF Archaeology Institute will complete FMSF Forms and a FMSF Survey Log Sheet for the project and all sites identified during the archaeological investigations on the project. These can be attached to the final report as an attachment, appendix, or as separate documents.
- **Curation:** The UWF Archaeology Institute agrees to curate all notes, maps, and other data and materials collected during the project. Ownership of the artifacts will be retained by the appropriate governmental agency or private property owner, as applicable.
- **Final Reports:** A final report will be submitted after fieldwork, artifact processing, and data analysis are completed.

Cost Proposal

The UWF Archaeology Institute can provide a qualified team for an archaeological survey of the proposed Carpenter Creek Restoration project area, estimated to require 50 days in the field, and with analysis and report preparation phases completed 60 days after any necessary lab analysis is complete. **UWF Archaeology Institute can provide all necessary personnel and equipment to conduct the investigation for an estimated fixed price of \$99,186.46.** We are prepared to initiate the permit request(s) within 10 days of receipt of authorization to perform work and will submit appropriate coordination letter(s) with the State Historic Preservation Officer (SHPO),



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City of Pensacola Historic Preservation Planner, or private property owners, as appropriate, within 30 days of the contract agreement. This estimate is good for 60 days; after this time, the budget may be modified.

TIERRA

February 20, 2025
Project No. 4511-25-011

Mr. Jeff Helms, PE
Moffatt & Nichol
226 S. Palafox Place, 6th Floor
Pensacola, FL 32502

Subject: Carpenter Creek Stream Restoration Project
Escambia County, FL

Mr. Helms:

Tierra, Inc. (Tierra) is pleased to submit this proposal to perform the Geotechnical explorations for the subject project. Included in this proposal are our understanding of the project, the proposed Scope of Services, and the cost for our services.

Project Description

Based on the information provided, we understand that Geotechnical needs to support the stream restoration project from I-110 south to 12th Avenue include sediment sampling and classification, lithologic profiling, and global stability analysis at select locations. The alignment is broken down into sections as shown in the Scope of Work below.

Scope of Work

Based on our discussions and the scope outline sent, the work for each of the six (6) Areas proposed is summarized below:

- Area 1 – I-110 to Davis Hwy.: Three (3) @ 30' deep Standard Penetration Test (SPT) borings and three (3) @ 5' deep auger borings. Due to access limitations, tripod drilling equipment will be needed to drill all three (3) SPT borings.
- Area 2 – Davis Hwy. to Airport Blvd.: Five (5) @ 30' deep Standard Penetration Test borings and six (6) @ 5' deep auger borings. We believe at this time that two (2) of the SPT borings can be drilled with a truck mounted drill rig, but three (3) will require a tripod drill assembly.
- Area 3 – Airport Blvd. to Bayou Blvd.: Three (3) @ 30' deep Standard Penetration Test (SPT) borings and six (6) @ 5' deep auger borings. Due to access limitations, tripod drilling equipment will be needed to drill all three (3) SPT borings.
- Area 4 – Bayou Blvd. to 9th Ave.: Four (4) @ 30' deep Standard Penetration Test (SPT) borings and five (5) @ 5' deep auger borings. Due to access limitations, tripod drilling equipment will be needed to drill all four (4) SPT borings.



175 South A Street • Pensacola, FL 32502
Phone (850) 462-8774 • Fax (850) 462-8784

- Area 5 – 9th Ave. to the Target Store: Four (4) @ 30' deep Standard Penetration Test (SPT) borings and six (6) @ 5' deep auger borings. Due to access limitations, tripod drilling equipment will be needed to drill all four (4) SPT borings.
- Area 6 – Target Store to 12th Ave.: Eight (8) @ 5' deep auger borings and two (2) soil core samples from a Jon boat in the mid-channel. The soil core sample depth will likely be limited to approximately 5 feet below the channel bottom.

Based on the Google Earth aerial, many of the SPT sites are wooded and a tripod drilling assembly will be needed to perform the borings. The production rate is expected to be one per day.

Tierra will clear registered utilities with Sunshine 811.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties. Our cost estimate includes an allowance for water content and grain size tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a soils report which will include:

- Our understanding of the project information pertinent to the Geotechnical exploration.
- A summary of the activities performed during the study.
- The soil and groundwater conditions encountered in the test borings.
- A summary of the laboratory soil test results.
- Global stability analyses areas where SPT borings are performed using the results of the borings and cross sections provided.

Cost Estimate

We have estimated costs for each of the six (6) areas specified above. Attached are itemizations for each area as we understand that quantities will likely vary based on the conditions encountered and as project details become more refined.

Area 1 – I-110 to Davis Hwy	\$20,196
Area 2 – Davis Hwy. to Airport Blvd.	\$25,913
Area 3 – Airport Blvd. to Bayou Blvd.	\$21,656
Area 4 – Bayou Blvd. to 9 th Ave	\$27,230
Area 5 – 9 th Ave. to the Target Store.....	\$27,722
Area 6 – Target Store to 12 th Ave.....	\$8,232
Total Estimated Cost.....	\$130,949

We appreciate the opportunity to provide you with this proposal, and look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
TIERRA, INC.



Mitchell L. Smith, PE
Principal Geotechnical Engineer

Attachments: Itemized Cost Estimates for Areas 1-6

Item Description	Unit	Unit Price	Quantity	Total
Field Testing Services				
401-Geo Auger Borings-Hand & Truck/Mud Bug	LF	\$ 13.01	15	\$ 195.15
402-Geo Auger Borings-Track	LF	\$ 17.01		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,170.10		\$ -
405-Geo Barge (Owned)	Day	\$ 3,481.35		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 129.60		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 662.27		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,502.52		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 284.81	4	\$ 1,139.24
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	\$ 79.73		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	\$ 87.81		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	\$ 109.57		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	\$ 121.60		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 71.14		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 78.09		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 93.17		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 108.92		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 405.54		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	\$ 10.05		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	\$ 12.44		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	\$ 15.30		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	\$ 20.56		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 7.51		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.12		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 12.23		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 15.45		\$ -
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 37.00		\$ -
450-Geo Piezometer 2in 0-50 Ft	LF	\$ 47.71		\$ -
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	\$ 26.98		\$ -
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	\$ 35.75		\$ -
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	\$ 55.48		\$ -
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	\$ 74.35		\$ -
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.60		\$ -
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 21.14		\$ -
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 35.89		\$ -
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 47.78		\$ -
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	\$ 15.18		\$ -
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	\$ 18.39		\$ -
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	\$ 22.20		\$ -
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	\$ 28.41		\$ -
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.96		\$ -
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 14.53		\$ -
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 18.06		\$ -
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 22.96		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 725.48		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	\$ 246.09		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	\$ 281.44		\$ -
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 329.96		\$ -
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 404.86		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.47		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 221.58		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 256.33		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 283.73		\$ -
525-Geo Well Development	Hour	\$ 193.37		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 274.99		\$ -
532-Geo Truck/Tripod/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 347.79	30	\$ 10,433.70
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 291.56		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 367.86		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,522.63		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,671.76		\$ -
538-Geo Clearing Equipment	Day	\$ 2,327.61		\$ -
539-Geo Wash Boring, 0-50 Ft	LF	\$ 12.76		\$ -

Tierra, Inc
Table 6 Standard Fee Schedule 2025

Carpenter Creek Stream Restoration
Area 1 - I-110 to Davis Hwy.

540-Geo Wash Boring, 50-100 Ft	LF	\$	14.12		\$	-
541-Geo Wash Boring, 100-150 Ft	LF	\$	22.43		\$	-
542-Geo Wash Boring, 150-200 Ft	LF	\$	25.86		\$	-
602-Mobilization - Vibration Monitoring Equipment	Each	\$	297.05		\$	-
603-Mobilization Asphalt Coring Equipment	Each	\$	484.59		\$	-
606-Mobilization Concrete Coring	Each	\$	440.42		\$	-
608-Mobilization Drill Rig Amphibious	Each	\$	11,100.00		\$	-
609-Mobilization Drill Rig Barge Mount	Each	\$	10,560.54		\$	-
610-Mobilization Drill Rig Track Mount	Each	\$	2,621.63		\$	-
612-Mobilization Drill Rig Truck Mount	Each	\$	600.45		\$	-
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$	941.12		\$	-
618-Mobilization Support Boat	Each	\$	619.64		\$	-
619-Mobilization Tri-Pod	Each	\$	1,833.47		\$	-
620-Mobilization of Clearing Equipment	Each	\$	681.36		\$	-
Total Field Testing					\$	11,768.09
Laboratory Testing Services						
800-Soils Chloride Soil or Water FM 5-552	Test	\$	104.04		\$	-
803-Soils Consolidation - Constant Strain ASTM D4186	Test	\$	643.04		\$	-
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$	175.86		\$	-
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$	276.23		\$	-
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$	406.49		\$	-
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$	444.52		\$	-
811-Soils Liquid Limit AASHTO T89	Test	\$	71.77		\$	-
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$	56.93		\$	-
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$	19.08	18	\$	343.44
819-Soils Organic Content Ignition FM 1 T-267	Test	\$	57.10		\$	-
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$	212.69		\$	-
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$	91.88	18	\$	1,653.84
823-Soils Permeability Constant Head AASHTO T215	Test	\$	421.28		\$	-
824-Soils Permeability Falling Head FM 5-513	Test	\$	349.82		\$	-
825-Soils pH Soil or Water FM 5-550	Test	\$	44.00		\$	-
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$	73.22		\$	-
827-Soils Proctor Modified FM 1-T180	Test	\$	155.69		\$	-
828-Soils Proctor Standard AASHTO T99	Test	\$	155.53		\$	-
829-Soils Resistivity Soil or Water FM 5-551	Test	\$	66.03		\$	-
833-Soils Sulfate Soil or Water FM 5-553	Test	\$	72.63		\$	-
Total Laboratory Testing					\$	1,997.28
Laboratory Testing Services						
Chief Engineer	Hour	\$	240.89	2	\$	481.78
Principal Engineer	Hour	\$	235.91	3	\$	707.73
Senior Engineer 1	Hour	\$	250.88	5	\$	1,254.40
Engineer 2	Hour	\$	205.29	7	\$	1,437.03
Senior Engineer 2	Hour	\$	162.50	9	\$	1,462.50
Engineering Intern	Hour	\$	156.78	3	\$	470.34
Senior Engineering Technician	Hour	\$	112.66	3	\$	337.98
Senior Designer	Hour	\$	139.35	2	\$	278.70
Secretary/Clerical	Hour	\$	94.87	0	\$	-
Total Engineering Service					\$	6,430.46
Total Budget					\$	20,195.83

Item Description	Unit	Unit Price	Quantity	Total
Field Testing Services				
401-Geo Auger Borings-Hand & Truck/Mud Bug	LF	\$ 13.01	30	\$ 390.30
402-Geo Auger Borings-Track	LF	\$ 17.01		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,170.10		\$ -
405-Geo Barge (Owned)	Day	\$ 3,481.35		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 129.60		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 662.27		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,502.52		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 284.81	6	\$ 1,708.86
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	\$ 79.73		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	\$ 87.81		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	\$ 109.57		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	\$ 121.60		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 71.14		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 78.09		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 93.17		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 108.92		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 405.54		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	\$ 10.05		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	\$ 12.44		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	\$ 15.30		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	\$ 20.56		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 7.51		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.12		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 12.23		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 15.45		\$ -
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 37.00		\$ -
450-Geo Piezometer 2in 0-50 Ft	LF	\$ 47.71		\$ -
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	\$ 26.98		\$ -
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	\$ 35.75		\$ -
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	\$ 55.48		\$ -
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	\$ 74.35		\$ -
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.60	60	\$ 1,056.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 21.14		\$ -
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 35.89		\$ -
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 47.78		\$ -
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	\$ 15.18		\$ -
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	\$ 18.39		\$ -
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	\$ 22.20		\$ -
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	\$ 28.41		\$ -
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.96		\$ -
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 14.53		\$ -
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 18.06		\$ -
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 22.96		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 725.48		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	\$ 246.09		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	\$ 281.44		\$ -
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 329.96		\$ -
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 404.86		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.47		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 221.58		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 256.33		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 283.73		\$ -
525-Geo Well Development	Hour	\$ 193.37		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 274.99		\$ -
532-Geo Truck/Tripod/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 347.79	30	\$ 10,433.70
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 291.56		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 367.86		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,522.63		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,671.76		\$ -
538-Geo Clearing Equipment	Day	\$ 2,327.61		\$ -
539-Geo Wash Boring, 0-50 Ft	LF	\$ 12.76		\$ -

Tierra, Inc
Table 6 Standard Fee Schedule 2025

Carpenter Creek Stream Restoration
Area 2 - Davis Hwy. to Airport Blvd.

540-Geo Wash Boring, 50-100 Ft	LF	\$	14.12		\$	-
541-Geo Wash Boring, 100-150 Ft	LF	\$	22.43		\$	-
542-Geo Wash Boring, 150-200 Ft	LF	\$	25.86		\$	-
602-Mobilization - Vibration Monitoring Equipment	Each	\$	297.05		\$	-
603-Mobilization Asphalt Coring Equipment	Each	\$	484.59		\$	-
606-Mobilization Concrete Coring	Each	\$	440.42		\$	-
608-Mobilization Drill Rig Amphibious	Each	\$	11,100.00		\$	-
609-Mobilization Drill Rig Barge Mount	Each	\$	10,560.54		\$	-
610-Mobilization Drill Rig Track Mount	Each	\$	2,621.63		\$	-
612-Mobilization Drill Rig Truck Mount	Each	\$	600.45	1	\$	600.45
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$	941.12		\$	-
618-Mobilization Support Boat	Each	\$	619.64		\$	-
619-Mobilization Tri-Pod	Each	\$	1,833.47		\$	-
620-Mobilization of Clearing Equipment	Each	\$	681.36		\$	-
Total Field Testing					\$	14,189.31
Laboratory Testing Services						
800-Soils Chloride Soil or Water FM 5-552	Test	\$	104.04		\$	-
803-Soils Consolidation - Constant Strain ASTM D4186	Test	\$	643.04		\$	-
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$	175.86		\$	-
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$	276.23		\$	-
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$	406.49		\$	-
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$	444.52		\$	-
811-Soils Liquid Limit AASHTO T89	Test	\$	71.77		\$	-
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$	56.93		\$	-
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$	19.08	32	\$	610.56
819-Soils Organic Content Ignition FM 1 T-267	Test	\$	57.10		\$	-
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$	212.69		\$	-
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$	91.88	32	\$	2,940.16
823-Soils Permeability Constant Head AASHTO T215	Test	\$	421.28		\$	-
824-Soils Permeability Falling Head FM 5-513	Test	\$	349.82		\$	-
825-Soils pH Soil or Water FM 5-550	Test	\$	44.00		\$	-
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$	73.22		\$	-
827-Soils Proctor Modified FM 1-T180	Test	\$	155.69		\$	-
828-Soils Proctor Standard AASHTO T99	Test	\$	155.53		\$	-
829-Soils Resistivity Soil or Water FM 5-551	Test	\$	66.03		\$	-
833-Soils Sulfate Soil or Water FM 5-553	Test	\$	72.63		\$	-
Total Laboratory Testing					\$	3,550.72
Laboratory Testing Services						
Chief Engineer	Hour	\$	240.89	2	\$	481.78
Principal Engineer	Hour	\$	235.91	4	\$	943.64
Senior Engineer 1	Hour	\$	250.88	7	\$	1,756.16
Engineer 2	Hour	\$	205.29	9	\$	1,847.61
Senior Engineer 2	Hour	\$	162.50	11	\$	1,787.50
Engineering Intern	Hour	\$	156.78	4	\$	627.12
Senior Engineering Technician	Hour	\$	112.66	4	\$	450.64
Senior Designer	Hour	\$	139.35	2	\$	278.70
Secretary/Clerical	Hour	\$	94.87	0	\$	-
Total Engineering Service					\$	8,173.15
Total Budget					\$	25,913.18

Item Description	Unit	Unit Price	Quantity	Total
Field Testing Services				
401-Geo Auger Borings-Hand & Truck/Mud Bug	LF	\$ 13.01	30	\$ 390.30
402-Geo Auger Borings-Track	LF	\$ 17.01		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,170.10		\$ -
405-Geo Barge (Owned)	Day	\$ 3,481.35		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 129.60		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 662.27		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,502.52		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 284.81	4	\$ 1,139.24
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	\$ 79.73		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	\$ 87.81		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	\$ 109.57		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	\$ 121.60		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 71.14		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 78.09		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 93.17		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 108.92		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 405.54		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	\$ 10.05		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	\$ 12.44		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	\$ 15.30		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	\$ 20.56		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 7.51		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.12		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 12.23		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 15.45		\$ -
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 37.00		\$ -
450-Geo Piezometer 2in 0-50 Ft	LF	\$ 47.71		\$ -
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	\$ 26.98		\$ -
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	\$ 35.75		\$ -
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	\$ 55.48		\$ -
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	\$ 74.35		\$ -
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.60		\$ -
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 21.14		\$ -
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 35.89		\$ -
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 47.78		\$ -
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	\$ 15.18		\$ -
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	\$ 18.39		\$ -
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	\$ 22.20		\$ -
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	\$ 28.41		\$ -
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.96		\$ -
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 14.53		\$ -
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 18.06		\$ -
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 22.96		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 725.48		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	\$ 246.09		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	\$ 281.44		\$ -
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 329.96		\$ -
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 404.86		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.47		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 221.58		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 256.33		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 283.73		\$ -
525-Geo Well Development	Hour	\$ 193.37		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 274.99		\$ -
532-Geo Truck/Tripod/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 347.79	30	\$ 10,433.70
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 291.56		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 367.86		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,522.63		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,671.76		\$ -
538-Geo Clearing Equipment	Day	\$ 2,327.61		\$ -
539-Geo Wash Boring, 0-50 Ft	LF	\$ 12.76		\$ -

Tierra, Inc
Table 6 Standard Fee Schedule 2025

Carpenter Creek Stream Restoration
Area 3 - Airport Blvd. to Bayou Blvd.

540-Geo Wash Boring, 50-100 Ft	LF	\$	14.12		\$	-
541-Geo Wash Boring, 100-150 Ft	LF	\$	22.43		\$	-
542-Geo Wash Boring, 150-200 Ft	LF	\$	25.86		\$	-
602-Mobilization - Vibration Monitoring Equipment	Each	\$	297.05		\$	-
603-Mobilization Asphalt Coring Equipment	Each	\$	484.59		\$	-
606-Mobilization Concrete Coring	Each	\$	440.42		\$	-
608-Mobilization Drill Rig Amphibious	Each	\$	11,100.00		\$	-
609-Mobilization Drill Rig Barge Mount	Each	\$	10,560.54		\$	-
610-Mobilization Drill Rig Track Mount	Each	\$	2,621.63		\$	-
612-Mobilization Drill Rig Truck Mount	Each	\$	600.45		\$	-
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$	941.12		\$	-
618-Mobilization Support Boat	Each	\$	619.64		\$	-
619-Mobilization Tri-Pod	Each	\$	1,833.47		\$	-
620-Mobilization of Clearing Equipment	Each	\$	681.36		\$	-
Total Field Testing					\$	11,963.24
Laboratory Testing Services						
800-Soils Chloride Soil or Water FM 5-552	Test	\$	104.04		\$	-
803-Soils Consolidation - Constant Strain ASTM D4186	Test	\$	643.04		\$	-
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$	175.86		\$	-
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$	276.23		\$	-
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$	406.49		\$	-
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$	444.52		\$	-
811-Soils Liquid Limit AASHTO T89	Test	\$	71.77		\$	-
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$	56.93		\$	-
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$	19.08	24	\$	457.92
819-Soils Organic Content Ignition FM 1 T-267	Test	\$	57.10		\$	-
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$	212.69		\$	-
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$	91.88	24	\$	2,205.12
823-Soils Permeability Constant Head AASHTO T215	Test	\$	421.28		\$	-
824-Soils Permeability Falling Head FM 5-513	Test	\$	349.82		\$	-
825-Soils pH Soil or Water FM 5-550	Test	\$	44.00		\$	-
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$	73.22		\$	-
827-Soils Proctor Modified FM 1-T180	Test	\$	155.69		\$	-
828-Soils Proctor Standard AASHTO T99	Test	\$	155.53		\$	-
829-Soils Resistivity Soil or Water FM 5-551	Test	\$	66.03		\$	-
833-Soils Sulfate Soil or Water FM 5-553	Test	\$	72.63		\$	-
Total Laboratory Testing					\$	2,663.04
Laboratory Testing Services						
Chief Engineer	Hour	\$	240.89	2	\$	481.78
Principal Engineer	Hour	\$	235.91	4	\$	943.64
Senior Engineer 1	Hour	\$	250.88	6	\$	1,505.28
Engineer 2	Hour	\$	205.29	7	\$	1,437.03
Senior Engineer 2	Hour	\$	162.50	9	\$	1,462.50
Engineering Intern	Hour	\$	156.78	3	\$	470.34
Senior Engineering Technician	Hour	\$	112.66	4	\$	450.64
Senior Designer	Hour	\$	139.35	2	\$	278.70
Secretary/Clerical	Hour	\$	94.87	0	\$	-
Total Engineering Service					\$	7,029.91
Total Budget					\$	21,656.19

Item Description	Unit	Unit Price	Quantity	Total
Field Testing Services				
401-Geo Auger Borings-Hand & Truck/Mud Bug	LF	\$ 13.01	25	\$ 325.25
402-Geo Auger Borings-Track	LF	\$ 17.01		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,170.10		\$ -
405-Geo Barge (Owned)	Day	\$ 3,481.35		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 129.60		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 662.27		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,502.52		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 284.81	5	\$ 1,424.05
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	\$ 79.73		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	\$ 87.81		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	\$ 109.57		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	\$ 121.60		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 71.14		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 78.09		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 93.17		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 108.92		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 405.54		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	\$ 10.05		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	\$ 12.44		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	\$ 15.30		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	\$ 20.56		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 7.51		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.12		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 12.23		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 15.45		\$ -
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 37.00		\$ -
450-Geo Piezometer 2in 0-50 Ft	LF	\$ 47.71		\$ -
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	\$ 26.98		\$ -
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	\$ 35.75		\$ -
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	\$ 55.48		\$ -
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	\$ 74.35		\$ -
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.60		\$ -
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 21.14		\$ -
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 35.89		\$ -
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 47.78		\$ -
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	\$ 15.18		\$ -
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	\$ 18.39		\$ -
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	\$ 22.20		\$ -
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	\$ 28.41		\$ -
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.96		\$ -
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 14.53		\$ -
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 18.06		\$ -
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 22.96		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 725.48		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	\$ 246.09		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	\$ 281.44		\$ -
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 329.96		\$ -
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 404.86		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.47		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 221.58		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 256.33		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 283.73		\$ -
525-Geo Well Development	Hour	\$ 193.37		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 274.99		\$ -
532-Geo Truck/Tripod/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 347.79	40	\$ 13,911.60
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 291.56		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 367.86		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,522.63		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,671.76		\$ -
538-Geo Clearing Equipment	Day	\$ 2,327.61		\$ -
539-Geo Wash Boring, 0-50 Ft	LF	\$ 12.76		\$ -

Tierra, Inc
Table 6 Standard Fee Schedule 2025

Carpenter Creek Stream Restoration
Area 4 - Bayou Blvd.to 9th Ave.

540-Geo Wash Boring, 50-100 Ft	LF	\$ 14.12		\$ -
541-Geo Wash Boring, 100-150 Ft	LF	\$ 22.43		\$ -
542-Geo Wash Boring, 150-200 Ft	LF	\$ 25.86		\$ -
602-Mobilization - Vibration Monitoring Equipment	Each	\$ 297.05		\$ -
603-Mobilization Asphalt Coring Equipment	Each	\$ 484.59		\$ -
606-Mobilization Concrete Coring	Each	\$ 440.42		\$ -
608-Mobilization Drill Rig Amphibious	Each	\$ 11,100.00		\$ -
609-Mobilization Drill Rig Barge Mount	Each	\$ 10,560.54		\$ -
610-Mobilization Drill Rig Track Mount	Each	\$ 2,621.63		\$ -
612-Mobilization Drill Rig Truck Mount	Each	\$ 600.45		\$ -
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$ 941.12		\$ -
618-Mobilization Support Boat	Each	\$ 619.64		\$ -
619-Mobilization Tri-Pod	Each	\$ 1,833.47		\$ -
620-Mobilization of Clearing Equipment	Each	\$ 681.36		\$ -
Total Field Testing				\$ 15,660.90
Laboratory Testing Services				
800-Soils Chloride Soil or Water FM 5-552	Test	\$ 104.04		\$ -
803-Soils Consolidation - Constant Strain ASTM D4186	Test	\$ 643.04		\$ -
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 175.86		\$ -
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 276.23		\$ -
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 406.49		\$ -
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 444.52		\$ -
811-Soils Liquid Limit AASHTO T89	Test	\$ 71.77		\$ -
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 56.93		\$ -
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$ 19.08	26	\$ 496.08
819-Soils Organic Content Ignition FM 1 T-267	Test	\$ 57.10		\$ -
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$ 212.69		\$ -
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$ 91.88	26	\$ 2,388.88
823-Soils Permeability Constant Head AASHTO T215	Test	\$ 421.28		\$ -
824-Soils Permeability Falling Head FM 5-513	Test	\$ 349.82		\$ -
825-Soils pH Soil or Water FM 5-550	Test	\$ 44.00		\$ -
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 73.22		\$ -
827-Soils Proctor Modified FM 1-T180	Test	\$ 155.69		\$ -
828-Soils Proctor Standard AASHTO T99	Test	\$ 155.53		\$ -
829-Soils Resistivity Soil or Water FM 5-551	Test	\$ 66.03		\$ -
833-Soils Sulfate Soil or Water FM 5-553	Test	\$ 72.63		\$ -
Total Laboratory Testing				\$ 2,884.96
Laboratory Testing Services				
Chief Engineer	Hour	\$ 240.89	2	\$ 481.78
Principal Engineer	Hour	\$ 235.91	5	\$ 1,179.55
Senior Engineer 1	Hour	\$ 250.88	7	\$ 1,756.16
Engineer 2	Hour	\$ 205.29	9	\$ 1,847.61
Senior Engineer 2	Hour	\$ 162.50	12	\$ 1,950.00
Engineering Intern	Hour	\$ 156.78	4	\$ 627.12
Senior Engineering Technician	Hour	\$ 112.66	5	\$ 563.30
Senior Designer	Hour	\$ 139.35	2	\$ 278.70
Secretary/Clerical	Hour	\$ 94.87	0	\$ -
Total Engineering Service				\$ 8,684.22
Total Budget				\$ 27,230.08

Item Description	Unit	Unit Price	Quantity	Total
Field Testing Services				
401-Geo Auger Borings-Hand & Truck/Mud Bug	LF	\$ 13.01	30	\$ 390.30
402-Geo Auger Borings-Track	LF	\$ 17.01		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,170.10		\$ -
405-Geo Barge (Owned)	Day	\$ 3,481.35		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 129.60		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 662.27		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,502.52		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 284.81	5	\$ 1,424.05
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	\$ 79.73		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	\$ 87.81		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	\$ 109.57		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	\$ 121.60		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 71.14		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 78.09		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 93.17		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 108.92		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 405.54		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	\$ 10.05		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	\$ 12.44		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	\$ 15.30		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	\$ 20.56		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 7.51		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.12		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 12.23		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 15.45		\$ -
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 37.00		\$ -
450-Geo Piezometer 2in 0-50 Ft	LF	\$ 47.71		\$ -
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	\$ 26.98		\$ -
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	\$ 35.75		\$ -
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	\$ 55.48		\$ -
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	\$ 74.35		\$ -
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.60		\$ -
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 21.14		\$ -
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 35.89		\$ -
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 47.78		\$ -
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	\$ 15.18		\$ -
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	\$ 18.39		\$ -
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	\$ 22.20		\$ -
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	\$ 28.41		\$ -
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.96		\$ -
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 14.53		\$ -
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 18.06		\$ -
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 22.96		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 725.48		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	\$ 246.09		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	\$ 281.44		\$ -
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 329.96		\$ -
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 404.86		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.47		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 221.58		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 256.33		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 283.73		\$ -
525-Geo Well Development	Hour	\$ 193.37		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 274.99		\$ -
532-Geo Truck/Tripod/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 347.79	40	\$ 13,911.60
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 291.56		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 367.86		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,522.63		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,671.76		\$ -
538-Geo Clearing Equipment	Day	\$ 2,327.61		\$ -
539-Geo Wash Boring, 0-50 Ft	LF	\$ 12.76		\$ -

540-Geo Wash Boring, 50-100 Ft	LF	\$ 14.12		\$ -
541-Geo Wash Boring, 100-150 Ft	LF	\$ 22.43		\$ -
542-Geo Wash Boring, 150-200 Ft	LF	\$ 25.86		\$ -
602-Mobilization - Vibration Monitoring Equipment	Each	\$ 297.05		\$ -
603-Mobilization Asphalt Coring Equipment	Each	\$ 484.59		\$ -
606-Mobilization Concrete Coring	Each	\$ 440.42		\$ -
608-Mobilization Drill Rig Amphibious	Each	\$ 11,100.00		\$ -
609-Mobilization Drill Rig Barge Mount	Each	\$ 10,560.54		\$ -
610-Mobilization Drill Rig Track Mount	Each	\$ 2,621.63		\$ -
612-Mobilization Drill Rig Truck Mount	Each	\$ 600.45		\$ -
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$ 941.12		\$ -
618-Mobilization Support Boat	Each	\$ 619.64		\$ -
619-Mobilization Tri-Pod	Each	\$ 1,833.47		\$ -
620-Mobilization of Clearing Equipment	Each	\$ 681.36		\$ -
Total Field Testing				\$ 15,725.95
Laboratory Testing Services				
800-Soils Chloride Soil or Water FM 5-552	Test	\$ 104.04		\$ -
803-Soils Consolidation - Constant Strain ASTM D4186	Test	\$ 643.04		\$ -
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 175.86		\$ -
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 276.23		\$ -
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 406.49		\$ -
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 444.52		\$ -
811-Soils Liquid Limit AASHTO T89	Test	\$ 71.77		\$ -
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 56.93		\$ -
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$ 19.08	28	\$ 534.24
819-Soils Organic Content Ignition FM 1 T-267	Test	\$ 57.10		\$ -
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$ 212.69		\$ -
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$ 91.88	28	\$ 2,572.64
823-Soils Permeability Constant Head AASHTO T215	Test	\$ 421.28		\$ -
824-Soils Permeability Falling Head FM 5-513	Test	\$ 349.82		\$ -
825-Soils pH Soil or Water FM 5-550	Test	\$ 44.00		\$ -
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 73.22		\$ -
827-Soils Proctor Modified FM 1-T180	Test	\$ 155.69		\$ -
828-Soils Proctor Standard AASHTO T99	Test	\$ 155.53		\$ -
829-Soils Resistivity Soil or Water FM 5-551	Test	\$ 66.03		\$ -
833-Soils Sulfate Soil or Water FM 5-553	Test	\$ 72.63		\$ -
Total Laboratory Testing				\$ 3,106.88
Laboratory Testing Services				
Chief Engineer	Hour	\$ 240.89	2	\$ 481.78
Principal Engineer	Hour	\$ 235.91	5	\$ 1,179.55
Senior Engineer 1	Hour	\$ 250.88	7	\$ 1,756.16
Engineer 2	Hour	\$ 205.29	10	\$ 2,052.90
Senior Engineer 2	Hour	\$ 162.50	12	\$ 1,950.00
Engineering Intern	Hour	\$ 156.78	4	\$ 627.12
Senior Engineering Technician	Hour	\$ 112.66	5	\$ 563.30
Senior Designer	Hour	\$ 139.35	2	\$ 278.70
Secretary/Clerical	Hour	\$ 94.87	0	\$ -
Total Engineering Service				\$ 8,889.51
Total Budget				\$ 27,722.34

Item Description	Unit	Unit Price	Quantity	Total
Field Testing Services				
401-Geo Auger Borings-Hand & Truck/Mud Bug	LF	\$ 13.01	40	\$ 520.40
402-Geo Auger Borings-Track	LF	\$ 17.01		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,170.10		\$ -
405-Geo Barge (Owned)	Day	\$ 3,481.35		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 129.60		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 662.27		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,502.52		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 284.81	2	\$ 569.62
422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	\$ 79.73		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	\$ 87.81		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	\$ 109.57		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	\$ 121.60		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 71.14		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 78.09		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 93.17		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 108.92		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 405.54		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	\$ 10.05		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	\$ 12.44		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	\$ 15.30		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	\$ 20.56		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 7.51		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 9.12		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 12.23		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 15.45		\$ -
445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 37.00		\$ -
450-Geo Piezometer 2in 0-50 Ft	LF	\$ 47.71		\$ -
473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	\$ 26.98		\$ -
474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	\$ 35.75		\$ -
475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	\$ 55.48		\$ -
476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	\$ 74.35		\$ -
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 17.60		\$ -
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 21.14		\$ -
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 35.89		\$ -
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 47.78		\$ -
483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	\$ 15.18		\$ -
484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	\$ 18.39		\$ -
485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	\$ 22.20		\$ -
486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	\$ 28.41		\$ -
488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.96		\$ -
489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 14.53		\$ -
490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 18.06		\$ -
491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 22.96		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 725.48		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	\$ 246.09		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	\$ 281.44		\$ -
517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	\$ 329.96		\$ -
518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	\$ 404.86		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 200.47		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 221.58		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 256.33		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 283.73		\$ -
525-Geo Well Development	Hour	\$ 193.37		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 274.99	6	\$ 1,649.94
532-Geo Truck/Tripod/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 347.79		\$ -
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 291.56		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 367.86		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,522.63		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,671.76		\$ -
538-Geo Clearing Equipment	Day	\$ 2,327.61		\$ -
539-Geo Wash Boring, 0-50 Ft	LF	\$ 12.76		\$ -

Tierra, Inc
Table 6 Standard Fee Schedule 2025

Carpenter Creek Stream Restoration
Area 6 - Target to 12th Ave.

540-Geo Wash Boring, 50-100 Ft	LF	\$ 14.12		\$ -
541-Geo Wash Boring, 100-150 Ft	LF	\$ 22.43		\$ -
542-Geo Wash Boring, 150-200 Ft	LF	\$ 25.86		\$ -
602-Mobilization - Vibration Monitoring Equipment	Each	\$ 297.05		\$ -
603-Mobilization Asphalt Coring Equipment	Each	\$ 484.59		\$ -
606-Mobilization Concrete Coring	Each	\$ 440.42		\$ -
608-Mobilization Drill Rig Amphibious	Each	\$ 11,100.00		\$ -
609-Mobilization Drill Rig Barge Mount	Each	\$ 10,560.54		\$ -
610-Mobilization Drill Rig Track Mount	Each	\$ 2,621.63		\$ -
612-Mobilization Drill Rig Truck Mount	Each	\$ 600.45		\$ -
614-Mobilization Mudbug/All Terrain Vehicle	Each	\$ 941.12		\$ -
618-Mobilization Support Boat	Each	\$ 619.64	1	\$ 619.64
619-Mobilization Tri-Pod	Each	\$ 1,833.47		\$ -
620-Mobilization of Clearing Equipment	Each	\$ 681.36		\$ -
Total Field Testing				\$ 3,359.60
Laboratory Testing Services				
800-Soils Chloride Soil or Water FM 5-552	Test	\$ 104.04		\$ -
803-Soils Consolidation - Constant Strain ASTM D4186	Test	\$ 643.04		\$ -
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 175.86		\$ -
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 276.23		\$ -
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 406.49		\$ -
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 444.52		\$ -
811-Soils Liquid Limit AASHTO T89	Test	\$ 71.77		\$ -
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 56.93		\$ -
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$ 19.08	20	\$ 381.60
819-Soils Organic Content Ignition FM 1 T-267	Test	\$ 57.10		\$ -
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$ 212.69		\$ -
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$ 91.88	20	\$ 1,837.60
823-Soils Permeability Constant Head AASHTO T215	Test	\$ 421.28		\$ -
824-Soils Permeability Falling Head FM 5-513	Test	\$ 349.82		\$ -
825-Soils pH Soil or Water FM 5-550	Test	\$ 44.00		\$ -
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 73.22		\$ -
827-Soils Proctor Modified FM 1-T180	Test	\$ 155.69		\$ -
828-Soils Proctor Standard AASHTO T99	Test	\$ 155.53		\$ -
829-Soils Resistivity Soil or Water FM 5-551	Test	\$ 66.03		\$ -
833-Soils Sulfate Soil or Water FM 5-553	Test	\$ 72.63		\$ -
Total Laboratory Testing				\$ 2,219.20
Laboratory Testing Services				
Chief Engineer	Hour	\$ 240.89	1	\$ 240.89
Principal Engineer	Hour	\$ 235.91	1	\$ 235.91
Senior Engineer 1	Hour	\$ 250.88	2	\$ 501.76
Engineer 2	Hour	\$ 205.29	3	\$ 615.87
Senior Engineer 2	Hour	\$ 162.50	4	\$ 650.00
Engineering Intern	Hour	\$ 156.78	1	\$ 156.78
Senior Engineering Technician	Hour	\$ 112.66	1	\$ 112.66
Senior Designer	Hour	\$ 139.35	1	\$ 139.35
Secretary/Clerical	Hour	\$ 94.87	0	\$ -
Total Engineering Service				\$ 2,653.22
Total Budget				\$ 8,232.02



February 19, 2025

VIA EMAIL: tjacobs@moffattnichol.com

CC: kdawson@moffattnichol.com, jhelms@moffattnichol.com

Mr. Tyler Jacobs, EIT | Coastal Associate
Moffatt & Nichols, Inc.
226 South Palafox Street, Floor B
Pensacola, FL 32502
Office: 850-815-3040 | Direct: 850-483-1123

RE: Carpenter Creek Project – Topographic Survey
Area 1: I-110 to Davis Hwy, Pensacola, FL 32504
Area 2: Davis Hwy to Airport Blvd, Pensacola, FL 32503
Area 3: Airport Blvd to Bayou Blvd, Pensacola, FL 32503
Area 4: Bayou Blvd to 9th Ave, Pensacola, FL 32503
Area 5: 9th Ave to Target, Pensacola, FL 32503
Area 6: Target to Downstream, Pensacola, FL 32503
Section 30, 33, 34, 35, 48, 49, 50, and 51, Township 01 South, Range 30 West, Escambia County, Florida

Dear Mr. Jacobs,

PROJECT STATEMENT: We are pleased to submit our *revised* proposal for Surveying Services on the above-referenced project. It is our understanding that Moffatt & Nichols, Inc requires a Topographic Survey to support the design of the Carpenter Creek Project. The specific area is identified in the attached Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

TASK I

Provide surveying services as mandated by the local governments, as well as regulations and laws of the Project's State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Establish a minimum of **two (2)** site benchmarks.
4. Topographic coverage will be limited to the **six (6)** areas as shown outlined in the attached Exhibit "B".
5. Locate trees 8-inch diameter and larger measured at breast height (DBH) for all trees found in the City of Pensacola's Land Development Code Ordinance Sec. 12-6-4. - Landscape and tree protection plan | Code of Ordinances | Pensacola, FL | Municode Library, 50 feet Left & Right of the Centerline of Carpenter Creek for Area 2 & Area 4 limits.
6. Locate wetlands line as flagged by the client Environmental Consultant if required.
7. Locate soil borings as established by the client's Geotechnical consultant if required.

Utility owners do not designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from the Design Ticket.

TASK II

Provide surveying services as mandated by the local governments, as well as regulations and laws of the Project's State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. Prepare **at least thirty (30)** descriptions for the easements as ordered by the Client.
2. Prepare **at least thirty (30)** sketches of the same, suitable for recording in the Public Records of Escambia County, Florida.

DELIVERABLE

The final products will be **three (3)** certified prints and an electronic file for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

ADDITIONAL SERVICES

Any service not explicitly provided for on the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **sixteen (16) weeks** after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

TASK I

Topographic Survey:

Area 1: I-110 to Davis Hwy	\$ 52,994.00
Area 2: Davis Hwy to Airport Blvd	\$ 12,225.00
Area 3: Airport Blvd to Bayou Blvd	\$ 58,049.20
Area 4: Bayou Blvd to 9 th Ave	\$ 29,243.00
Area 5: 9 th Ave to Target	\$ 40,366.00
Area 6: Target to Downstream	\$ 80,648.00

Tree Survey:

Area 2: Davis Hwy to Airport Blvd	\$ 12,225.00
Area 4: Bayou Blvd to 9 th Ave	\$ 24,450.00

Anticipated Total:	<u>\$310,220.20</u>
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TASK II

Legal Descriptions*:	\$ 1,500.00 each
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**At least thirty (30) legal descriptions must be ordered to retain the pricing mentioned above.*

PAYMENT TERMS

Payment is expected within thirty (30) days from the date of the invoice.

LATE FEES

Late fees will assess to all payments past the 30 day mark. Late fee will be in the amount of \$50.00. Additional late fees will continue to accrue every 30 days past invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

PAYMENT OPTIONS

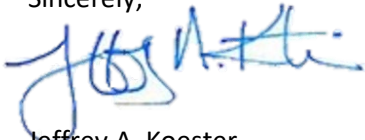
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

CLOSURE

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We look forward to the opportunity to work with you on this project.

Sincerely,



Jeffrey A. Koester
Survey Division Project Manager

JAK/JM.kap



Jason Mosser
Survey Division-Project Manager

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized Signatory execute the Agreement below and send via email to contracts@southeasternsurveying.com. **Fees and times stated in this agreement are valid for six months from the date of the proposal, which would be August 19, 2025.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

EXHIBIT “A”

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rate
Professional Surveyor & Mapper/PSM	\$ 199.00 / per hour	
Project Surveyor	\$ 177.00 / per hour	
Expert Witness	\$ 360.00 / per hour	
Senior Technician	\$ 133.00 / per hour	
CAD Technician	\$ 118.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00
One Person Field Crew	\$ 133.00 / per hour	
Two Person Field Crew	\$ 178.00 / per hour	\$ 267.00
Three Person Field Crew	\$ 233.00 / per hour	\$ 350.00
Four Person Field Crew	\$ 289.00 / per hour	\$ 433.00
Sketch of Descriptions (per SD)	\$ 676.00	
Residential Elevation Certificate	\$ 925.00	
Commercial Elevation Certificate (per bldg.)	\$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	\$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	\$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rate
LiDAR Technician	\$ 133.00 / per hour	
LiDAR Project Manager	\$ 177.00 / per hour	
LiDAR One Person Field Crew	\$ 155.00 / per hour	
LiDAR Two Person Field Crew	\$ 204.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
UAS/UAV Photogrammetry Crew	\$ 268.00 / per hour	
Mobile Scan Crew	\$ 268.00 / per hour	

Construction Services

Category	Day Rate	Night / Weekend Rate
Construction Professional Surveyor & Mapper	\$ 203.00 / per hour	
Construction Project Manager	\$ 203.00 / per hour	
Construction Senior Technician	\$ 153.00 / per hour	
Construction CAD Technician	\$ 136.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
Construction One Person Field Crew	\$ 153.00 / per hour	
Construction Two Person Field Crew	\$ 204.00 / per hour	\$ 306.00 / per hour
Construction Three Person Field Crew	\$ 268.00 / per hour	\$ 402.00 / per hour
Construction Four Person Field Crew	\$ 332.00 / per hour	\$ 498.00 / per hour

GIS Services

Category	Day Rate	Night / Weekend Rate
Professional Engineer	\$ 213.00 / per hour	
GIS Project Manager	\$ 177.00 / per hour	
GIS Analyst	\$ 119.00 / per hour	
GIS Technician	\$ 79.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
Two Person GIS Crew	\$ 178.00 / per hour	
One Person GIS Crew	\$ 133.00 / per hour	

Subsurface Utility Engineering (SUE) Services

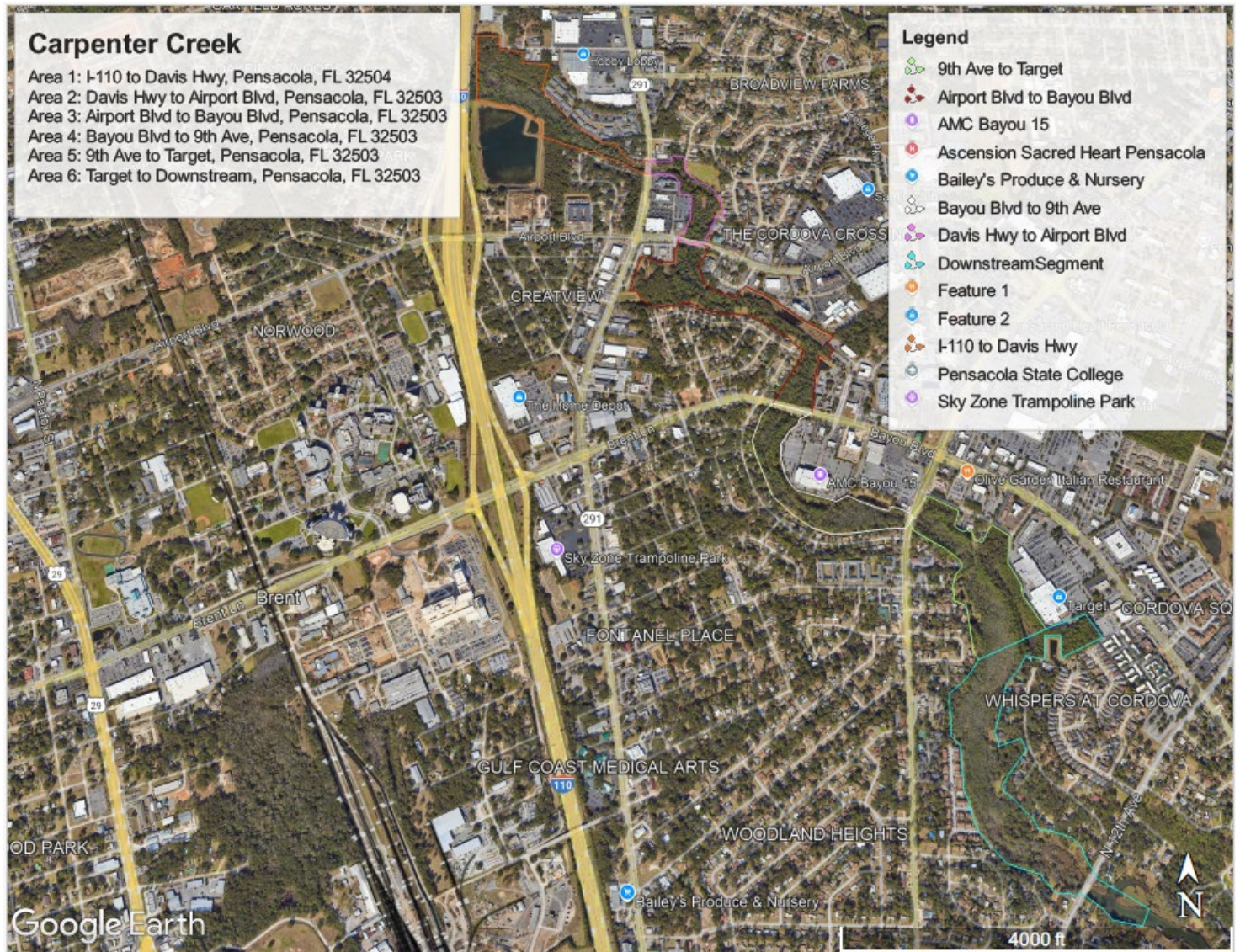
Category	Day Rate	Night / Weekend Rate
Project Manager	\$ 177.00 / per hour	\$ 265.00 / per hour
Senior Technician	\$ 133.00 / per hour	\$ 200.00 / per hour
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
One Person Crew	\$ 178.00 / per hour	\$ 267.00 / per hour
Two Person Crew	\$ 216.00 / per hour	\$ 324.00 / per hour
Three Person Crew	\$ 301.00 / per hour	\$ 451.00 / per hour
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	\$ 616.00 / each	\$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00 / each	\$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	\$ 217.00 / per hour	\$ 336.00 / per hour
Temporary Traffic Control (TTC)		
Per Lane Closure	\$ 1,013.00 / each	\$ 1,231.00 / each
Per Sidewalk Closure	\$ 500.00 / each	\$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
Concrete/Asphalt Removal & Repair	\$ 436.00	
Survey Staking of Pole Location	\$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	Day Rate	Night / Weekend Rate
Per Day Two Person Crew	\$ 395.00	
Per Day Three Person Crew	\$ 595.00	

EXHIBIT "B"

PROJECT LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the Proposal Letter, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon You as if they were fully outlined in the Proposal Letter and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, You agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- The correctness and completeness of any document prepared by another entity.
- The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- Site safety or construction quality, means, methods, or sequences.
- The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR DECISIONS

You, or any of Your directors, officers, partners, members, managers, employees, or agents having apparent authority over You, may (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement by sending an email to the SSMC Project Manager or the Contracts Department at contracts@ssmc.us. Any oral decisions must be followed up in writing within seven (7) days, or SSMC will consider the oral request binding.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

TERM OF CONTRACT

The term of this Agreement shall begin and end based on the Project Timeline provided above unless both Parties agree in writing to extend the Project.

PAYMENT

SSMC may submit invoices to You anytime for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee Services or, in the case of hourly Services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by You. Additionally, SSMC shall have the right to withhold from You the possession or use of any drawings or documents prepared by SSMC for You under this or any other agreement with You until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If You do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments You make should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, You agree that SSMC may apply payments in our sole discretion. Time is of the essence of Your payment obligations, and Your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications, and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service, for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by You or others on other projects for any reason or completion of this Project by other professionals unless You enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either Party may terminate the Agreement if the other Party materially breaches the Agreement. You shall immediately pay SSMC for our Services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incurred as a result of the termination.

ASSIGNMENT

Neither Party shall assign or transfer any rights, interests, or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than You, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW, DISPUTES AND ATTORNEY'S FEES

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties irrevocably waive all rights to trial by jury in any action, proceeding, or counterclaim arising from or related to this Agreement. The Parties agree that any dispute arising from or related to the Services will be subject to mediation. Mediation will occur in Orlando, Florida. If mediation is unsuccessful, then binding arbitration is to be administered in accordance with the American Arbitration Association in Orlando, Florida. The losing Party shall pay the winning Party's reasonable attorney's fees and expenses for the mediation and/or arbitration of any cause of action, claim, or demand arising under this Agreement.

SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each Party's rights shall be construed, and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage, or bodily injury of or to You caused in whole or in part by SSMC in the performance of this Agreement, or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that You have paid to SSMC for the Services. The Parties intend that the preceding limitation on liability shall apply to all claims, whether in tort, contract, warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against You by any other person who may suffer any loss, property damage, or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to You, in any event or for any amount, for delays, consequential, special, incidental, punitive, or exemplary damages.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages, or bodily injury arising out of work undertaken on the Project by You, or Your Contractor, subcontractor or other independent company or consultant employed by You to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by who performed, for and on behalf of You, or such Contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that You are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue to carry General Liability in the amount of \$1M per occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$2M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$1M. General Liability, Automobile Liability, and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing Your Company as the certificate holder for one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement serves as SSMC's official offer of work. Upon signature, this Agreement and all accompanying exhibits or attachments constitute the entire Agreement between the Parties and will supersede any prior Agreements (whether oral or written) for the associated Services. No prior representations, statements, or inducements made by either SSMC, You, or the respective agents of either that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both Parties. Once the signed Agreement is received, SSMC will NOT accept any additional contractual documents unless it is an amendment to this Agreement. All amendments will be incorporated by reference in the Agreement and signed or initialed on behalf of both Parties.



Agenda Item 7.d.

Approval of Revisions to the FY25-26 Community Grant Program Process

Background: PPBEP is in the fifth year of administering the Community Grant Program. To date, over \$1 million has been distributed to over 30 projects to help implement the actions of the Comprehensive Conservation and Management Plan (CCMP). This has been made possible by financial support provided by the Florida Legislature.

As the Estuary Program continues to evolve, there is a need to adapt the Community Grant Program based on lessons learned from past grant cycles, needs identified from staff and stakeholders, and a need to result in the best caliber of projects. Enclosed is the proposed revised Community Grant Program RFP.

Beginning with the FY25-26 Community Grant Program cycle, staff is proposing the following modifications:

1. Revising the grant period from nine months to fifteen months.
2. Revising grant cycles from an annual basis to a biannual basis.
3. Increasing the individual grant budget ceiling from \$50,000 to \$75,000.

Recommendation: Recommend the Board approve changes to the Community Grant Program process beginning in the FY25-26 cycle.

Financial Impact: N/A

Legal Review: N/A



**PENSACOLA & PERDIDO BAYS
ESTUARY PROGRAM**

**Community Grant Program
2025-2026 Funding Opportunity**



VOLUNTARY PRE-APPLICATION DATES

- **Voluntary Pre-Application Opening:** March 3, 2025
- **Informational Webinar:** March 10th 4:00-5:00PM CT
[Click here to register for the webinar.](#) If you are unable to attend, the recording will be available on our website 24-48 hours after the webinar.
- **Voluntary Pre-Application Closing:** April 1, 2025
- **Voluntary Pre-Application Feedback to Applicants:** May 15, 2025

FULL APPLICATION DATES

- **Full Application Opening:** July 1, 2025
- **Informational Webinar:** July 8th 4:00-5:00PM CT
[Click here to register for the webinar.](#) If you are unable to attend, the recording will be available on our website 24-48 hours after the webinar.
- **Full Application Closing:** July 31, 2025

Award Range: \$10,000 to \$75,000, contingent on budget availability and authorization from the PPBEP Board of Directors (available on reimbursement basis only)

Anticipated amount to be awarded: \$250,000

Eligibility: Local governments (including special districts) or nonstate entities (educational institutions and 501(c)3s). An eligible entity must serve as the fiscal host agency.

Location: Project must be located within the Perdido and/or Pensacola Bay watershed within the counties of Escambia, Santa Rosa, and/or Okaloosa. Please refer to the attached map for project area. Proposed monitoring activities that are in Alabama and within the Perdido and/or Pensacola Bay watershed could be permissible if the main proposed project components are in Florida.

SELECTION AND IMPLEMENTATION DATES:

- Committee Review: August 2025
- Committee Recommendation to Board of Directors: August 27, 2025 (*tentative*)
- Public Awards Ceremony: September 25, 2025 (*tentative*)
- Anticipated Implementation Period: October 1, 2025 - December 31, 2026
- Final Reports and Reimbursement Requests due by February 26, 2027

Introduction:

The Pensacola & Perdido Bays Estuary Program (PPBEP) is pleased to announce the release of the 2025-2026 Community Grant Program funding opportunity. This program will fund action projects that serve to restore, preserve, connect, inform, and educate.

The PPBEP is a stakeholder-driven, science-based organization charged with restoring and preserving the Pensacola and Perdido Bay Systems and their associated watersheds. PPBEP is guided by a Comprehensive Conservation and Management Plan (CCMP), which serves as a blueprint for the restoration and preservation of the area and waterways. Through these actions, PPBEP's vision is to create a healthy and sustainable environment, economy, and community. The funding opportunity includes seven eligible project categories that align with the Estuary Program's CCMP.

The Community Grant Program is made possible through the support of the Florida Legislature. The Estuary Program offers our deepest appreciation to Representative Andrade for sponsoring our legislative appropriation.

How to Apply:

Go to <https://www.ppbeb.org/what-we-do/communitygrants> to download a Voluntary Pre-Application and/or Full Application.

Voluntary Pre-Applications must be submitted to PPBEP (info@ppbeb.org) by 11:59 PM CT on April 1, 2025.

Full Applications must be submitted to PPBEP (info@ppbeb.org) by 11:59 PM CT on July 31, 2025.

Voluntary Pre-Application Process:

A Voluntary Pre-Application will give interested applicants an opportunity to receive feedback from PPBEP staff before the full application period opens for the 2025-2026 Community Grant Award Cycle. While submission of a Voluntary Pre-Application does not guarantee funding or selection, it can help applicants strengthen their proposal by incorporating staff feedback in their full application.

Priority Consideration:

Priority consideration will be given to “shovel ready” action projects that align with PPBEP’s CCMP Action Plan. Projects that leverage funding will also receive priority consideration. Please see the provided Action Plan documents:

[Main Action Plan](#)

[Education and Outreach Action Plan](#)

Proposal Categories:

Water Quality: Achieve water quality improvement in one or both bay systems and/or their associated waterways to reduce nutrients and bacteria.

(Examples: "best management practices" for agriculture or development; innovative retention/filtering techniques)

Sedimentation: Reduce sediment loading by identifying and/or addressing root causes and sources. *(Examples: sedimentation monitoring or fingerprinting; erosion impact assessment)*

Habitat Restoration: Restore and/or enhance native habitat(s) to achieve sustainable and healthy systems. *(Examples: restoration of natural shorelines/enhancement of seawalls; planning/action projects addressing oysters, seagrasses, coastal and freshwater wetlands, and other estuarine habitats)*

Fish and Wildlife Conservation: Reduce threats to native fish and wildlife through the protection of natural resources; monitoring to fill data gaps.

(Examples: protection of seagrass beds; education on fish and wildlife habitat; wildlife monitoring)

Watershed Awareness and Education: Promote watershed awareness and environmental education by engaging all age groups and demographics; provide access to natural resources. *(Examples: programs that directly involve youth in solutions to bay problems; programs directed at disadvantaged youth, homeowner education around smart fertilizer use)*

Resilience: Promote capacity building and/or construct pilot resilience demonstration projects, such as green infrastructure or low impact development.

(Examples: projects that address historical and/or persistent challenges in underserved communities related to water resources and/or local water quality; green infrastructure demonstration projects)

Participatory Science: Engage community members through hands-on science to provide data on watershed conditions.

(Examples: Water quality monitoring; habitat monitoring; or field research that engages community members)

Project Approach: *Projects should use one or more of the approaches below to implement the proposed work.*

Research *(that informs management and restoration efforts)*

Restoration

Education & Outreach

Participatory Science *(involvement of community members in scientific monitoring/research)*

Match:

Match is not required but is strongly encouraged. Projects that include cash or in-kind match, to include volunteer labor, will receive greater consideration.

Ineligible Costs:

- Land acquisition
- Lobbying expenses
- Conference registration
- Travel expenses (local mileage to complete project work is an allowable expense; lodging, air fare, per diem, etc. are not allowed).
- Contingency funds
- Fines and penalties
- Insurance
- Food and Drink
- Maintenance (funds cannot be used to supplant general operating and maintenance of equipment and facilities, e.g. vessels, vehicles, and trailer maintenance)
- Improvements not accessible to the general public

Selection Criteria:

CCMP Action Plan Alignment (20 points)

The proposed project should align with the PPBEP's CCMP Action Plan. The proposal should explicitly state which Goals and Actions will be supported through the proposed work. Proposal categories are based off the CCMP Action Plan.

Project Approach (20 points)

Applicant should describe in detail the project scope of work, need, objectives, and deliverables. The project's goal and objectives must explicitly state how the project will target watershed and/or bay issues that result in the restoration, enhancement, and/or protection of the bay systems and associated watersheds.

Specifically, the strength of the program will be evaluated on the organization and clarity of the proposal, likelihood that the project will be successfully implemented, and identification of clear metrics to assess progress.

Estuary/Watershed Impact (25 points)

Applicant should describe in detail the anticipated short-term and long-term impacts that the project will have on the estuary/watershed. These impacts should be quantified when feasible. Additionally, applicant should note if their project supports or enhances any ongoing or existing measures/initiatives to benefit the estuary/watershed.

Demonstration of Applicant Ability (10 points)

The project team must have adequate education and/or experience to carry out the project design. The team must include the necessary personnel and expertise for the project as proposed. Responsibilities and division of labor should be designated. For projects planned on public lands or facilities, applicants must obtain permission for access to or use of those lands or facilities. Permission for use of private property not controlled by applicant is also required.

Community Impact (15 points)

Projects must demonstrate the community impact for the project. All proposals, regardless of scope, should reflect some measure of community support. Greater consideration will be given to projects that demonstrate clear impacts within underrepresented communities.

Cost Justification (10 points)

Cost justification requires that the proposal and the budget give enough detail to show that costs are appropriate to the scope of work. Reimbursement will be based on expenses assigned to cost categories in a budget that must be approved by the Estuary Program before a project begins.

Selection Process:

A Selection Committee comprised of one member of Estuary Program staff and at least six members from the Program's Committees, will review and rank submitted proposals based on the selection criteria outlined above. To fund a variety of projects that cover multiple areas of the PPBEP Action Plan and geographic territory, the Selection Committee may select lower ranked projects over higher ranked projects based on the numeric ranking criteria as outlined above. The Committee retains the discretion to consider past performance of grant recipients.

Any individual whose organization is a fiscal partner on a proposal (receives grant funding) is ineligible to serve on the Selection Committee. Any member serving on the Selection Committee whose organization is listed as a non-fiscal partner (partner that will not receive funding) will be recused from reviewing the proposal that they are a partner on and will be asked to leave the room during discussion of the associated project.

The Selection Committee will make a formal recommendation, by way of staff, to the Board of Directors for final approval of recommended proposals. Any applicant that lobbies the Board of Directors, Selection Committee, or Staff regarding their proposals will be disqualified.

Contact Us:

Inquiries about the 2025-2026 Community Grant Program can be emailed to info@ppbep.org.

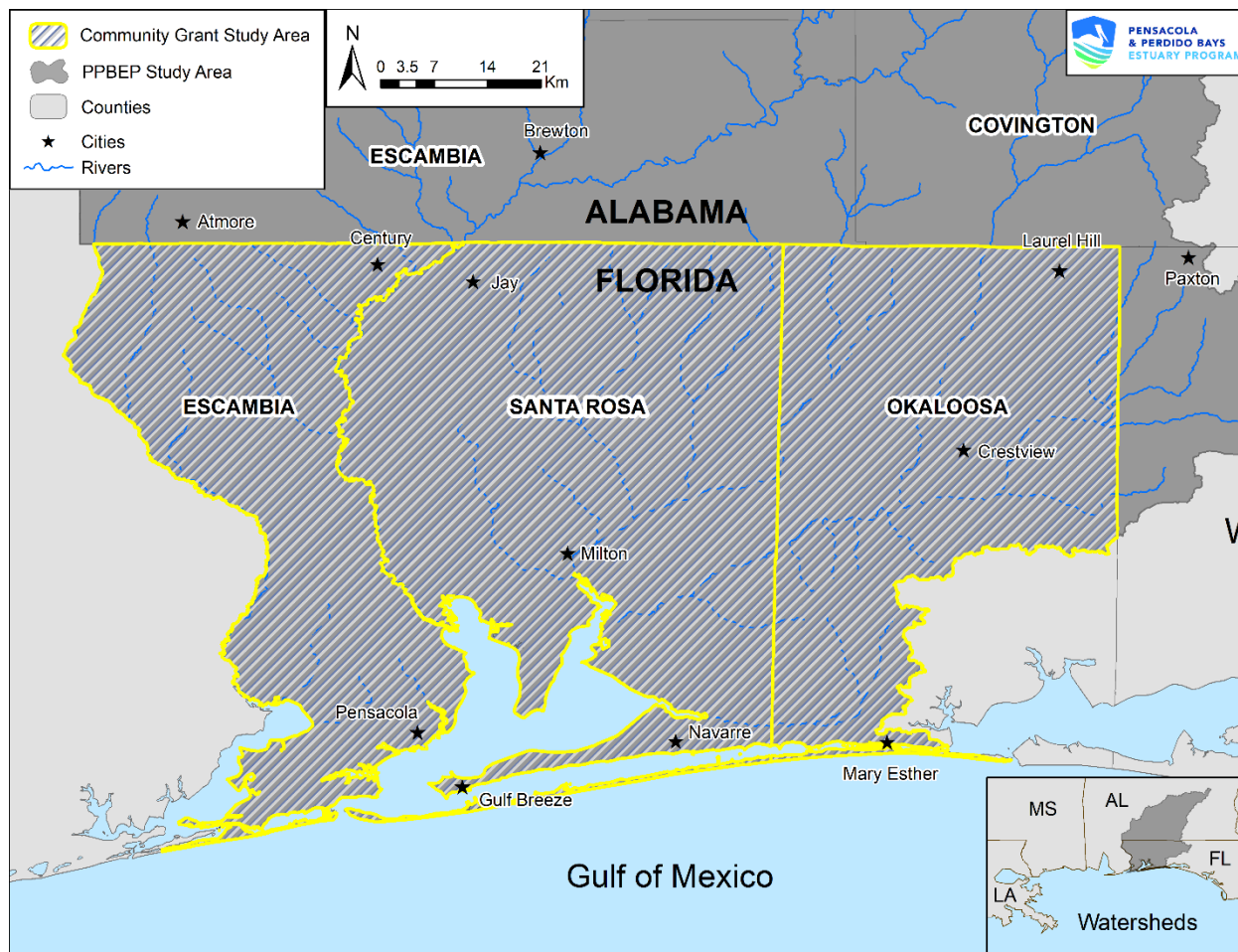


Figure 1: Projects located in the Pensacola or Perdido Bays Watersheds within Escambia, Santa Rosa, and/or Okaloosa counties are eligible

Agenda Item 7.e.

Approval of Florida Department of Environmental Protection Grant Agreement No. DH019, in the amount of \$2,858,000, for the Pensacola and Perdido Watersheds Microbial Source Tracking Project

Background: The Pensacola Bay and Perdido Bay watersheds have longstanding verified impairments associated with elevated presence of fecal indicating bacteria and nutrient enrichment, impacting recreational activities and shellfish harvesting operations. In 2023, the Florida Department of Agriculture and Consumer Services finalized an expanded shellfish harvesting prohibited area in Escambia Bay and East Bay within the Pensacola Bay watershed due to consistent exceedances in bacteria concentrations. While routine water quality monitoring is ongoing throughout both watersheds, microbial source tracking and nutrient hotspot analysis is required to determine impairment sources to inform restoration activities and corrective actions. PPBEP in partnership with Escambia County, City of Pensacola, and Santa Rosa County have identified nine subbasins that have been verified as impaired by FDEP for bacteria and/or nutrient impairments. These include Blackwater River, Blackwater Bay, Garcon Point, Elevenmile Creek, Carpenter Creek, Bayou Texar, Bayou Marcus, Bruce Beach, and Bayou Chico. Additionally, sources of nutrient hotspots will be assessed for Bayou Marcus, Elevenmile Creek, Carpenter Creek, and Bayou Chico.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, Florida Department of Environmental Protection Grant Agreement No. DH019, in the amount of \$2,858,000, for the Pensacola and Perdido Watersheds Microbial Source Tracking Project.

Financial Impact: This action will increase revenue in the Grant Account by \$2,858,000.

Legal Review: General Counsel has reviewed the grant agreement.

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

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

1. Project Title (Project): Pensacola and Perdido Watersheds Microbial Source Tracking (Planning) Agreement Number: DH019

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

Grantee Name: Pensacola and Perdido Bays Estuary Program Entity Type: Local Government

Grantee Address: 226 South Palafox Place, Pensacola, FL 32502 FEID: 93-1499384

(Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: April 20, 2030

4. Project Number: N4703 Project Location(s): Pensacola and Perdido Bay Watersheds
(If different from Agreement Number)

Project Description: The Pensacola and Perdido Watersheds Microbial Source Tracking project (Project) will collect information needed to identify sources of bacterial pollution and prioritize water quality restoration strategies and activities in the Pensacola and Perdido Bay watersheds. Planning activities will include: 1) analysis of existing data; 2) subject matter expert engagement; 3) field reconnaissance; 4) water quality field sampling; and 5) final report development. The Project will be implemented by PPBEP (Grantee) in coordination with Emerald Coast Utilities Authority, Escambia and Santa Rosa Counties, and the City of Pensacola. The Project will utilize the Florida Department of Environmental Protection's (FDEP's) Fecal Indicator Toolkit and the microbial source tracking (MST) framework to structure sampling design and prioritization of sampling locations. Project activities include planning, desktop data analyses, field sampling and reconnaissance, and laboratory analyses of field samples. The Project team will use a combination of visual onsite assessments, fecal indicator bacterial testing, and laboratory methods to identify the source(s) of bacterial pollution in each sub-watershed assessed. Up to 500 site visits will be completed for each sub-watershed. Field samples will be collected as discrete sampling events by either foot, vehicle, or vessel.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$2,858,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line 1731 FY 2024-2025	\$ 2,858,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 2,858,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: <u>Phil Coram</u>	Name: <u>Matt Posner</u>
or successor	or successor
Address: <u>3900 Commonwealth Boulevard</u>	Address: <u>226 South Palafox Place</u>
<u>MS240</u>	<u>Pensacola, FL 32502</u>
<u>Tallahassee, FL 32399-3000</u>	
Phone: <u>850-245-2814</u>	Phone: <u>850-595-0820</u>
Email: <u>Phil.Coram@FloridaDEP.gov</u>	Email: <u>mjposner@ppbep.org</u>

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

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input checked="" 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 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit J: Reimbursement Detail	
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):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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

Pensacola and Perdido Bays Estuary Program

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Matthew J. Posner, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be

responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.

- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the

Project under a subcontract is subject to the requirements set forth in 2 CFR 200. 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing

Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall

immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

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

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice

will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents.

However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

23. Compliance with Federal, State and Local Laws.

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

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

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

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act

(BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.
- The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

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

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

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the

Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

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

reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the

termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder.

If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SPECIAL TERMS AND CONDITIONS
AGREEMENT NO. DH019**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement will collect information needed to identify sources of bacterial pollution and prioritize water quality restoration strategies and activities in the Pensacola and Perdido Bay watersheds. Planning activities will include: 1) analysis of existing data; 2) subject matter expert engagement; 3) field reconnaissance; 4) water quality field sampling; and 5) final report development. The Project will be implemented by PPBEP (Grantee) in coordination with Emerald Coast Utilities Authority, Escambia and Santa Rosa Counties, and the City of Pensacola. The Project will utilize the Florida Department of Environmental Protection's (FDEP's) Fecal Indicator Toolkit and the microbial source tracking (MST) framework to structure sampling design and prioritization of sampling locations. Project activities include planning, desktop data analyses, field sampling and reconnaissance, and laboratory analyses of field samples. The Project team will use a combination of visual onsite assessments, fecal indicator bacterial testing, and laboratory methods to identify the source(s) of bacterial pollution in each sub-watershed assessed. Up to 500 site visits will be completed for each sub-watershed. Field samples will be collected as discrete sampling events by either foot, vehicle, or vessel. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, for actual costs not to exceed the budget amount identified in Attachment 3.
<input checked="" type="checkbox"/>		b. Indirect Costs, which shall be calculated at the rate of 10% of direct costs.

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual (Subcontractors) |
| <input type="checkbox"/> | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S. |
| <input type="checkbox"/> | <input type="checkbox"/> | Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | Rental/Lease of Equipment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Miscellaneous/Other Expenses |
| <input type="checkbox"/> | <input type="checkbox"/> | Land Acquisition |

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

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.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions

or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

In addition to the compensation terms described in Paragraph 3a, Attachment 3 describes certain tasks that may be compensated on a cost-incurred basis.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN**

ATTACHMENT 3

PROJECT TITLE: Pensacola and Perdido Watersheds Microbial Source Tracking (Planning)

PROJECT LOCATION: Perdido and Pensacola Bay watersheds. See Figure 1.

PROJECT BACKGROUND: The Pensacola Bay and Perdido Bay watersheds have longstanding verified impairments associated with elevated presence of fecal indicating bacteria and nutrient enrichment, impacting recreational activities and shellfish harvesting operations. In 2023, the Florida Department of Agriculture and Consumer Services finalized an expanded shellfish harvesting prohibited area in Escambia Bay and East Bay within the Pensacola Bay watershed due to consistent exceedances in bacteria concentrations. While routine water quality monitoring is ongoing throughout both watersheds, microbial source tracking and nutrient hotspot analysis is required to determine impairment sources to inform restoration activities and corrective actions. The Pensacola and Perdido Bays Estuary Program (PPBEP) in partnership with Escambia County, City of Pensacola, and Santa Rosa County have identified nine subbasins that have been verified as impaired by FDEP for bacteria and/or nutrient impairments. These include Blackwater River, Blackwater Bay, Garcon Point, Elevenmile Creek, Carpenter Creek, Bayou Texar, Bayou Marcus, Bruce Beach, and Bayou Chico. Additionally, sources of nutrient hotspots will be assessed for Bayou Marcus, Elevenmile Creek, Carpenter Creek, and Bayou Chico.

PROJECT DESCRIPTION: The Pensacola and Perdido Watersheds Microbial Source Tracking project (Project) will collect information needed to identify sources of bacterial pollution and prioritize water quality restoration strategies and activities in the Pensacola and Perdido Bay watersheds. Planning activities will include: 1) analysis of existing data; 2) subject matter expert engagement; 3) field reconnaissance; 4) water quality field sampling; and 5) final report development. The Project will be implemented by PPBEP (Grantee) in coordination with Emerald Coast Utilities Authority, Escambia and Santa Rosa Counties, and the City of Pensacola. The Project will utilize the Florida Department of Environmental Protection's (FDEP's) Fecal Indicator Toolkit and the microbial source tracking (MST) framework to structure sampling design and prioritization of sampling locations. Project activities include planning, desktop data analyses, field sampling and reconnaissance, and laboratory analyses of field samples. The Project team will use a combination of visual onsite assessments, fecal indicator bacterial testing, and laboratory methods to identify the source(s) of bacterial pollution in each sub-watershed assessed. Up to 500 site visits will be completed for each sub-watershed. Field samples will be collected as discrete sampling events by either foot, vehicle, or vessel.

TASKS and DELIVERABLES:

Task 1: Project Management

Task Description: The Grantee's staff will manage the Project, to include oversight of Tasks 2 through 6. Project management will include procurement, review of Project-related documents and forms, budget oversight, contractor coordination and oversight, deliverable reviews and verification, stakeholder coordination, permitting coordination, access coordination, reporting to ensure the funds are expended timely and appropriately, preparation and submittal of progress

reports, preparation and submission of payment requests, and related documentation, field support, and overall Project coordination and supervision to ensure the Project is carried out in accordance with applicable laws, rules, and regulations.

Deliverables: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager, and 2) a summary listing of employee(s), position, role, time period, number of hours, rate, fringe and indirect cost with supporting approved personnel timesheets, and supporting documentation of payment to the employee via payroll ledger or similar. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task 2: Desktop Data Review

Task Description: The Grantee will compile and review existing water quality data and reports from FDEP, Escambia County, Santa Rosa County, the Emerald Coast Utilities Authority, PPBEP, and other sources to identify areas with persistent bacterial issues and areas of suspected impairment and nutrient hotspots. At a minimum, the analysis shall include review of existing data on the sub-watersheds listed in the Project Background section above. The review shall identify possible sources of impairment, where such information exists.

Deliverable: The Grantee will submit a Data Review Summary Report. The Summary Report shall include an overview listing the various sources of the data reviewed including titles, authors, date published, and website links where available. The report shall identify areas of persistent bacterial issues and areas of suspected impairment and hotspots and include maps of such areas. The report shall identify possible sources of any impairments found such as wastewater or stormwater discharges, septic tanks, animals, land use, etc.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement and/or costs incurred no more frequently than quarterly.

Task 3: Stakeholder Engagement

Task Description: The Grantee will: 1) develop a Stakeholder Engagement Plan, which will outline the methods of engagement, identify stakeholders, the process for soliciting feedback and participation, and identify stakeholder engagement timelines. 2) Based on the approved Stakeholder Engagement Plan, the Grantee will host "maps on the table" meetings for each

subbasin. 3) The Grantee will share project findings and solicit feedback at each critical path with the Project Team and PPBEP's Technical Committee.

Deliverable: The Grantee will prepare and submit: 1) draft and final Stakeholder Engagement Plan; 2) Maps on the Table meeting agendas, attendance, notes, and materials; 3) Presentations and meeting notes from PPBEP Technical Committee meetings.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement and/or costs incurred no more frequently than quarterly.

TASK 4: Field Reconnaissance

Task Description: The Grantee will prepare a Walk the Watershed (WTW) Workplan, conduct the field reconnaissance based on the approved Workplan, and prepare a Summary Report on the field reconnaissance activities completed and any findings or recommendations.

Subtask 4.1 Workplan: The Grantee will prepare a Workplan for the field reconnaissance and WTW event or events. The Workplan shall allow for broad participation by relevant agency staff, interested groups and the public. The Workplan shall include of list of specific reconnaissance and WTW activities to be conducted in each subbasin.

Deliverables: The Grantee will submit an electronic PDF copy of the final Workplan.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this subtask, the Grantee may proceed with Subtask 4.2.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement and/or costs incurred following acceptance of the 4.1 deliverables.

Subtask 4.2 Field Reconnaissance: The Grantee will conduct the field reconnaissance and WTW activities in accordance with the Workplan approved in Subtask 4.1. Upon completion, the Grantee shall prepare a Summary Report on the activities conducted along with any significant findings or recommendations for each subbasin.

Deliverables: The Grantee will submit an electronic PDF copy of the final report.

Performance Measure: The Department's Grant Manager will review the deliverables and verify they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement and/or costs incurred no more frequently than quarterly.

Task 5: Water Quality Field Sampling

Task 5 Description: The Grantee will prepare a detailed Monitoring Plan (Plan) and an associated Quality Assurance Project Plan (QAPP) for the field samples to be collected in the subbasins and in Pensacola and Perdido Bays. Upon approval of the Plan and QAPP by the Department, the Grantee will conduct sampling as detailed in the Plan.

Subtask 5.1 Monitoring Plan: At least two months prior to the anticipated start of the field sampling activities, the Grantee will submit the Plan and QAPP to the Department for review and comment. The Plan and QAPP will specify how sampling locations will be determined, sampling instruments used, and parameters to be sampled and analyzed. The Plan will describe a tiered approach where initial, broad-scale exploratory sampling will be conducted to identify targeted sampling of source locations. Laboratory analyses will detect and quantify genomic groups of microorganisms from field samples, representing potential sources of bacterial contamination. The Plan shall be consistent to the Monitoring and Adaptive Management Plan for this Project which can be found in Final Restoration Plan 3 ([Link to Final Restoration Plan 3 https://www.gulfspillrestoration.noaa.gov/media/document/fltigfinal-rp3ea508july-2024-1pdf](https://www.gulfspillrestoration.noaa.gov/media/document/fltigfinal-rp3ea508july-2024-1pdf)). The QAPP shall be prepared in accordance with Exhibit D (*Department of Environmental Protection Quality Assurance Requirements for Grants Standard Field & Lab Services*).

Deliverables: The Grantee will submit: 1) an electronic copy of the draft Plan and QAPP in Word format submitted to the Department's Grant Manager for review and comment; and 2) an electronic PDF copy of the final Plan, with suggested changes incorporated.

Performance Standard: The Department's Grant Manager will review the deliverables to verify they have been completed as described above and provide any comments to the Grantee for incorporation into the final version. Upon review and written acceptance by the Department's Grant Manager of the final version of the Plan and QAPP, the Grantee may proceed with the payment request for completion of the subtask.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement and/or costs incurred following completion of subtask 5.1.

Subtask 5.2 Monitoring: The Grantee will conduct the field sampling in accordance with the Plan within forty-eight (48) months following approval of Subtask 4.1. The Grantee will submit the raw data and a Summary of Findings to the Department's Grant Manager for review and comment on a quarterly basis. The Summary of Findings will include information on the "hotspots", including location, basis of any impairment, potential sources of the impairment, etc., found in the subbasins and within Pensacola and Perdido Bays.

Deliverables: The Grantee will submit a quarterly Summary of Findings of completed monitoring activities.

Performance Standard: The Department's Grant Manager will review the deliverables submitted to verify they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement and/or costs incurred no more frequently than quarterly.

Task 6: Final Report

Task Description: The Grantee will develop, prepare, and submit a Final Report summarizing all activities completed under Tasks 1- 5. The Final Report shall include a listing of microbial sources in the Project area, including a hotspot map and list of identified sources of microbial pollutants, a prioritized list of microbial source reduction projects, and a hotspot map and list of identified sources of nutrients in the subbasins. This report may be used to inform potential future NRDA or non-NRDA funded restoration projects.

Deliverables: The Grantee will submit: 1) an electronic copy of a draft of the Final Report in Word format submitted to the Department's Grant Manager for review and comment; and 2) an electronic PDF copy of the Final Report, with suggested changes incorporated.

Performance Standard: The Department's Grant Manager will review the deliverables to verify they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of the Final Report, the Grantee may proceed with the payment request for completion of the task.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement and/or costs incurred no more frequently than quarterly.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task	Start Date	End Date	Deliverable Due Date
Task 1: Project Management	Upon execution of Grant	Upon completion of Task 6.	All task related deliverables must be received no later than five (5) business days of Grantee's Executive Director's approval of the any Task 1 deliverable. All task related work must be completed by, and all deliverables must be received by the task end date.
Task 2: Desktop Data Review	Upon execution of Grant	Within 12 months of Grant execution.	All task related deliverables must be received no later than five (5) business days of Grantee's Executive Director's approval of the Summary Report. All task related work must be completed by, and all deliverables must be received by the task end date.
Task 3: Stakeholder Engagement	Upon execution of Grant	Upon completion of Task 6.	All task related deliverables must be received no later than five (5) business days of Grantee's Executive Director's approval of the Stakeholder Engagement Plan. All task related work must be completed by, and all deliverables must be received by the task end date.
Task 4: Field Reconnaissance	Upon execution of Grant	Within 24 months of Grant execution.	All task related deliverables must be received no later than five (5) business days of Grantee's Executive Director's approval of the Workplan, and report of Field Reconnaissance and WTW activities. All task related work must be completed by, and all deliverables must be received by the task end date.
Task 5: Water Quality Field Sampling	Upon execution of Grant	Within 48 months of Grant execution.	The draft and final versions of the Monitoring Plan and QAPP shall be delivered to the Department's Grant Manager within five (5) days of business days of Grantee's Executive Director's approval. Annual Summary of Findings shall be delivered to the Department's Grant Manager within sixty (60) days of the end of the annual reporting period. All task related work must be completed by, and all deliverables must be received by the task end date.
Task 6: Final Report	Upon approval of all Task 5 deliverables	Within twelve (12) months of approval of all Task 5 deliverables.	The draft and final versions of the Final Report must be provided to the Department's Grant Manager within five (5) days of business days of Grantee's

			Executive Director's approval. All task related work must be completed by, and all deliverables must be received by the task end date.
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BUDGET DETAIL BY TASK:

The following are estimated costs associated with each task. Prior notification to and written response from the Department's Grant Manager is required if seeking to modify the table below.

Task No.	Budget Category	Budget Amount
1	Salaries/Wages	\$526,470.65
1	Fringe Benefits	\$111,141.19
1	Indirect Costs	\$63,761.18
	Total for Task 1:	\$701,373.02
2	Supplies	\$5,000.00
2	Other	\$42,797.90
2	Indirect Costs	\$829.79
	Total for Task 2:	\$48,627.69
3	Supplies	\$5,000.00
3	Other	\$42,797.90
3	Indirect Costs	\$829.79
	Total for Task 3:	\$48,627.69
4	Supplies	\$5,000.00
4	Other	\$64,196.85
4	Indirect Costs	\$994.69
	Total for Task 4:	\$70,191.54
5	Supplies	\$5,000.00
5	Contractual Services (Subcontractor)	\$1,543,500.00
5	Other	\$213,989.50
5	Indirect Costs	\$156,499.02
	Total for Task 5:	\$1,918,988.52
6	Supplies	\$5,000.00
6	Other	\$64,196.85
6	Indirect Costs	\$994.69
	Total for Task 6:	\$70,191.54
	Grand Total for All Tasks	\$2,858,000

SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable salary and fringe rate(s) by position are estimated below. Salary and Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by Task table.

Task/Deliverable Number	Position Title	Total Salary	Fringe Rate (%)
1	Senior Scientist	\$95,345.28	30%
1	Environmental Scientist	\$70,388.10	30%
1	Environmental Technician	\$204,737.27	30%
1	Intern	\$156,000.00	0%

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for reimbursement. Upon request by the Department's grant manager, additional documentation of hours worked will be provided. The Grantee will provide payroll ledger information, pay stubs, or cleared checks as evidence of payment of salaries and fringe benefits.

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PROJECT BUDGET SUMMARY:

Cost reimbursable and/or costs incurred grant funding must not exceed the budget amounts as indicated below. Only contractual services may be reimbursed on a cost incurred basis.

The Grantee shall submit copies of any subcontract executed to the Department prior to submitting any invoices for reimbursement of any subcontracted work on a cost incurred basis.

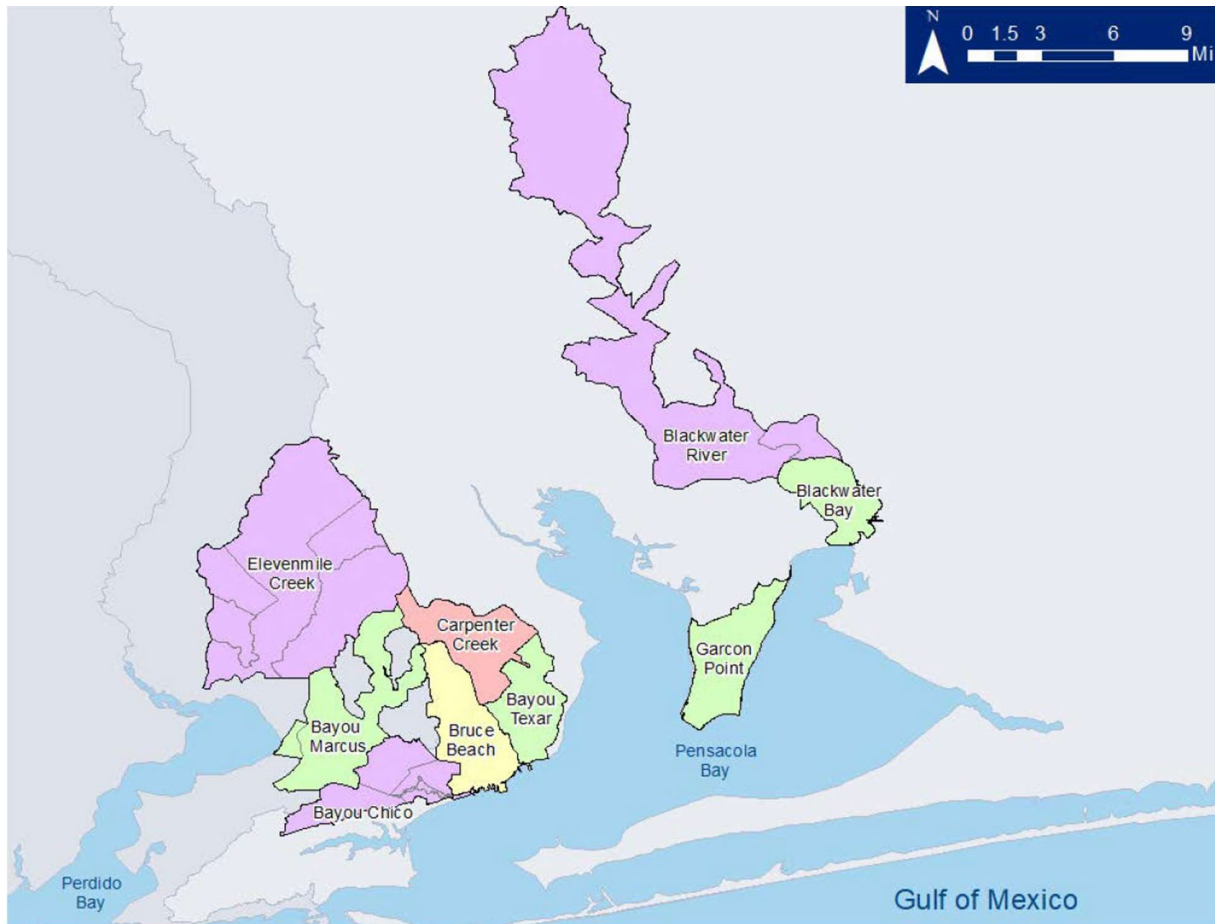
Upon submission of each payment request, the Grantee certifies that the payment requests submitted by the subcontractor are accurate and allowable costs for the grant agreement. The Grantee shall submit subcontractor's invoice documentation with each payment request. Upon request by the Department's grant manager, additional documentation will be provided by the Grantee. Grantee's payment to the subcontractor must be reconciled prior to each subsequent payment request.

After the Grantee has paid the subcontractors, the Grantee will provide payment verification documentation on official letterhead and signed by the Grantee's delegated official(s) responsible for authorizing the payments. Evidence of payment will be provided within five (5) days of the Grantee's receipt of proof of payment and prior to the next submission of a request for payment. Proof of payment consists of cleared checks, bank statements verifying the amount matching the invoice that was paid to the subcontractor, etc. At a minimum, evidence of payment to subcontractors shall be provided not less than quarterly. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

Category Totals	Grant Funding (Not to Exceed)
Salary/Wages	\$526,470.65
Fringe	\$111,141.19
Supplies	\$25,000.00
Contractual	\$1,543,500.00
Other	\$427,979
Overhead (Indirect Cost)	\$223,909.16
Project Total:	\$2,858,000

Overhead/Administrative Fee – An overhead (indirect cost) fee of not more than 10% will be allowed on any total modified direct costs and can be included in any payment request. Calculation of the fee shall be included in any payment request. The total amount of indirect costs reimbursed cannot exceed the Overhead (Indirect Cost) amount in the Project Budget Summary table shown above.

Figure 1 Project Location



**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

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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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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 non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
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 time the reporting package was delivered to the recipient and any 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.

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EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA Line Item 1731- Natural Resource Damage Restoration – Final Restoration – Deepwater Horizon Oil Spill from Coastal Protection Trust Fund	2024-2025	37.081	Early and Final Restoration – Deepwater Horizon Oil Spill	\$2,858,000	087127
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,858,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

DEEPWATER HORIZON NATURAL RESOURCE DAMAGE ASSESSMENT

ATTACHMENT 6

1. Reports.

All reports, news releases, other publicity, and other materials prepared for publication pursuant to or related to the Project must acknowledge the funding support from the Florida Trustee Implementation Group (FL TIG) through the Natural Resources Damage Assessment Deepwater Horizon settlement. The Department will be provided notice of public reports or other publications issued by the Grantee prior to release with the opportunity for a 7-business day review.

2. Data Collection.

All data collected as a result of this Project is jointly owned by the FL TIG. All data and documents produced as result of this Project are subject to any federal and state laws governing access to and availability of public records.

3. Project Completion.

The Grantee is responsible for completion of this Project, even if the Project cost exceeds the amount of the Award. Any additional funds that may be required for the completion of this Project shall be paid by the Grantee.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	Agreement No.
Project Title:	Pensacola and Perdido Watersheds Microbial Source Tracking (Planning)
Grantee Name:	Pensacola and Perdido Bays Estuary Program
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Project Management

- Progress for this reporting period:
- Identify delays or problems encountered:
- Deliverables submitted (running total, add rows if needed):

Deliverable	Date Submitted to DEP	Date Approved by DEP
Summary of activities		
Employee information		

Task 2: Desktop Data Review

- Progress for this reporting period:
- Identify delays or problems encountered:
- Deliverables submitted:

Deliverable	Date Submitted to DEP	Date Approved by DEP
Data Review Summary Report		

Task 3: Stakeholder Engagement

- Progress for this reporting period:
- Identify delays or problems encountered:
- Deliverables submitted (running total, add rows if needed):

Deliverable	Date Submitted to DEP	Date Approved by DEP
Stakeholder Engagement Plan - draft		
Stakeholder Engagement Plan - final		
Meeting agendas, attendance, and notes		
Presentations and meeting notes from PPBEP Technical Committee meetings.		

Task 4: Field Reconnaissance

- Progress for this reporting period:
- Identify delays or problems encountered:
- Deliverables submitted:

Deliverable	Date Submitted to DEP	Date Approved by DEP
Final Workplan		
Final Report		

Task 5: Water Quality Monitoring

- Progress for this reporting period:
- Identify delays or problems encountered:
- Deliverables submitted (running total, add rows if needed):

Deliverable	Date Submitted to DEP	Date Approved by DEP
Draft Plan and QAPP		
Final Plan and QAPP		
Quarterly Summary of Findings		

Task 6: Final Report

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**
- **Deliverables submitted:**

Deliverable	Date Submitted to DEP	Date Approved by DEP
Draft Report		
Final Report		

Projected expenditures:

Indicate the projected expenditures for the next calendar quarter:

\$ _____

This is the amount you expect to submit for reimbursement next quarter.

If there are no expenditures expected, please indicate the reason:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(*Original Ink or Digital Timestamp*)

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ____ Agreement No. ____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____

Task/Deliverable(s) Total Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHIN G FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$ N/A	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$ N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$ N/A	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$ N/A	\$N/A	\$N/A
TOTAL AMOUNT OF THIS REQUEST	\$	\$	\$N/A	\$N/A
TOTAL GRANT BUDGETAMOUNT	\$		\$N/A	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF	\$		\$N/A	
TOTAL REMAINING IN BUDGET	\$		\$N/A	

GRANTEE CERTIFICATION

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

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.

Agreement No.: DH019

Exhibit C

46 of 56

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.

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Grantee's Certification of Payment Request

I, _____, on behalf of

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

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____

that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

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

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

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

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

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

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

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

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

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

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

TASK/DELIVERABLE(s) TOTAL AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT OF THIS REQUEST" line under the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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

NOTES:

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
QUALITY ASSURANCE REQUIREMENTS FOR GRANTS
STANDARD FIELD & LAB SERVICES**

EXHIBIT D

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and “Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract” (DEP-QA-002/02), February 2002.
- b. Hereinafter, “DEP” or “Department” refers to the Florida Department of Environmental Protection.
- c. “Grantee” shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. “Sample” and “sampling” refers to samples that shall be either collected or analyzed under the terms of this Grant.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Grant execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision,

accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.
- h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.

3. **FIELD ACTIVITIES**

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).
 - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.
 - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.
- b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.
- e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.
- k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:
 - ▶ **Laboratory sample identification (ID) and associated Field ID**
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Rule [62-160.700](#), F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
- **Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)**
- **Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)**

- Results for field duplicates (or replicates)
- Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
 - Site name and location information
 - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - Date and time of sample collection
 - Sample collection depth, if applicable
 - Sample collection method identified by the DEP SOP number, where applicable
 - If performed, indicate samples that were filtered
 - Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
 - Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. AUDITS

- a. TECHNICAL AUDITS BY THE DEPARTMENT – Pursuant to [Rule 62-160.650, F.A.C.](#), the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in [Rule 62-160.670, F.A.C.](#), or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.

- b. **PLANNING REVIEW TECHNICAL AUDITS –**
 - (i) Initial: The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.
 - (iii) Statements of Usability: Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.
 - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.
- c. **QUALITY SYSTEMS AUDITS –** The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

- a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
- c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
- d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PAYMENT - PART II
REIMBURSEMENT DETAIL
EXHIBIT J**

DEP Agreement No.:						Payment Request No.:			
Grantee Name:						Invoice Period:			
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Amount to Credit toward Match, or Local Share, or Other Funding, or Amount Not Requested	Requested Amount	Check or EFT Number	Task Number	Budget Category	
Example: Vendor Name	1	6/2/2022	\$ 22,775.30	\$ -	\$ 22,775.30	V47494	1	Contractual Services	
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