

CITY ATTORNEY'S OFFICE INTEROFFICE MEMORANDUM

TO : John R. Andrews, P.E., City Engineer

FROM : James M. Messer, City Attorney

RE : Veterans Memorial Park Stormwater Improvements FDEP Agreement No
G0417 Amendment No. 1

DATE : August 4, 2016

Attached are five (5) copies of the FDEP Agreement No. G0417, Amendment No. 1 for the Veterans Memorial Park Stormwater Improvements. The Agreement has been Approved as to Form and Correctness.

Please feel free to contact this office if you have comments or inquiries concerning this matter.

JM:aw

Attachment

C: Nicholas C. Mimms, P.E., City Manager
Johnna Morris, Finance Director

DEP AGREEMENT NO. G0417
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 29th day of July, 2015, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF FORT PIERCE (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, the Department awarded the Grantee \$345,500 in funds through the U.S. Environmental Protection Agency (EPA), Nonpoint Source Implementation project, C9-99451514-0, referenced as Grant No. 31914, and,

WHEREAS, the Grantee desires a reallocation of budget funds due to construction bids coming in over budget requiring a shift of funds between tasks; and,

WHEREAS, the Department has agreed to the changes; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- Paragraph 2 is hereby deleted in its entirety and replaced with the following:

This Agreement shall begin on July 29, 2015, and remain in effect until September 28, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after October 1, 2013 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.

- Paragraph 7.C. is hereby deleted in its entirety.

- The following is hereby added to the Agreement as Paragraph 33:

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

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

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

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

provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

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- The following is hereby added to the Agreement as Paragraph 34:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

- The following is hereby added to the Agreement as Paragraph 35:

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

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

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

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

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

CITY OF FORT PIERCE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
*Title:

By: _____
Secretary or Designee

Date: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

Taufiqul Aziz, DEP Grant Manager

BY: *[Signature]* 8/2/16
City Attorney

QC Review By

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

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

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Grant Work Plan (9)
Attachment	B-1	Revised Payment Request Form (3)

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

PROJECT NAME: Fort Pierce Veterans Memorial Park Stormwater Improvements Project

PROJECT FUNDING:

FY	CDFA	Program Title	Funding Amount	Match Amount	Project Total
2014-2015	66.460	Fort Pierce Veterans Memorial Park Stormwater Improvements	\$345,500	\$233,900	\$579,400

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: City of Fort Pierce, St. Lucie County

Latitude: 27.7553

Longitude: 80.3206

PROJECT DESCRIPTION: Veterans Memorial Park is located in Fort Pierce, north of the downtown area adjacent to the Indian River Lagoon and Intracoastal Waterway; refer to the Conceptual Site Plan identified as Exhibit 2. The proposed improvements have been broken into two phases with Phase 1 being work approved under a TMDL Grant (DEP Agreement No. S0696) and Phase 2 being the improvements covered under this 319 Grant Agreement. Both phases will be constructed by the grantee at the same time and will include treatment of the stormwater run-off from the 8.0 acre Veteran Park as well as treatment of the stormwater discharge from the 36.1 acre drainage basin currently discharging into the Indian River Lagoon; refer to Exhibit 1.

The total 44.1-acre drainage basin currently has no water quality treatment prior to discharging into the Indian River Lagoon. The project's overall (Phase 1 and Phase 2) stormwater system improvements include the installation of pervious paver systems for both sidewalks and parking areas (Phase 1 and Phase 2) along with two groups of Floc-logs (Phase 2), 4 bio-swales complete with applicable stabilization (Phase 2), and a deep cell 0.5-acre settlement pond (Phase 1); refer to Exhibit 3.

The project will include water quality monitoring and public education. The public education consists of an educational kiosk at the park and informational pamphlets located inside the Veterans Memorial Park community center building. The Grantee will provide a large display board of the project near the entrances of the City Commission Chambers and the Engineering Department for public viewing. The project will be featured in the City of Fort Pierce monthly newsletters and as interest story in the local newspaper. Finally, an exhibit of the Grantee's stormwater project will be displayed at Friday Fest, a monthly local festival held adjacent to the Indian River Lagoon. Phase 2 construction is estimated to reduce TSS by 4,327.65 lb/yr or 98.0%, TN by 99.79 lb/yr or 65.0% and TP by 21.52 lb/yr or 89.8%. The Phase 1 & 2 treatment train projects together are estimated to reduce TSS by 5,204.99 lb/yr or 98.2%, TN by 116.29 lb/yr or 67.8% and TP by 26.71 lb/yr or 90.1%. This 319 program request is \$345,500 or 59.5% of the costs to be used for a \$579,400 project. Funds will be utilized for construction in 2015 and 2016.

TASKS and DELIVERABLES:

TASK NUMBER: 1

TASK NAME: Engineering Design and Permits

TASK DESCRIPTION: The completed design plans will include all BMPs in Phase 1 and Phase 2. Phase 2 stormwater system improvements will include the construction of four (4) bio-swales to aid in the

treatment of both onsite and offsite stormwater. In addition, Floc-logs will be installed to provide treatment of the offsite flows entering the project, and the area around the bio-swales will have pervious sidewalks and driveways for the first part of the treatment train. The pervious pavers will absorb driveway and parking lot stormwater run-off prior to discharging into the bio-swales. All these items together will provide a treatment train of pervious pavement to bio-swales for onsite treatment of stormwater run-off from the parking areas; refer to Exhibits 2 and 3.

DELIVERABLE: A complete set of permitted engineering drawings, construction specifications and all required permits.

PERFORMANCE STANDARD: The Department's Grant Manager will review the design, construction drawings, and the permits for their completeness and to ensure compliance with Federal and State laws specific to this Agreement. Upon written approval by the Department's Grant Manager of all deliverables associated with this task, the Grantee may submit match documentation.

TASK NUMBER: 2

TASK NAME: Prepare bid package in accordance with Federal Procurement Procedures

TASK DESCRIPTION: Prepare, solicit bids, receive, evaluate and award construction bid for the construction of the project as designed and permitted in Task 1. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with State and Federal laws and with this Agreement.

DELIVERABLE: Copies of bid documents, bid results, and the executed construction contract complete with a Notice to Proceed as given to the responsible, most qualified and/or low bidder.

PERFORMANCE STANDARD: The Department's Grant Manager will review the bid package to ensure compliance with Federal and State laws specific to this Agreement. Upon written approval by the Department's Grant Manager of all deliverables associated with this task, the Grantee may submit match documentation.

TASK NUMBER: 3A

TASK NAME: Construction of the bio-swales.

TASK DESCRIPTION: To construct the bio-swales, associated activities will include mobilization, contract clearing and grubbing, installation of erosion and sediment control measures, maintenance of traffic providing a temporary barrier between the worksite and pedestrian and vehicular operations, and four (4) bio-swales (including plantings, irrigation, boulders, cap rocks, and swale bedding) which will provide treatment prior to discharging into a deep cell wet pond (constructed under the TMDL DEP Grant Agreement No. S0696).

DELIVERABLE: Construction progress photos, inspection reports, and engineer's certification letter of Task 3A completion.

PERFORMANCE STANDARD: The Department's Grant Manager will review the photographs, reports, and engineer's certification letter to verify that construction has been completed in accordance with the approved plans. Upon written approval by the Department's Grant Manager of all deliverables associated with this task, the Grantee may submit a payment request.

TASK NUMBER: 3B

TASK NAME: Construction of the Floc-log system.

TASK DESCRIPTION: This task includes the construction of two (2) Floc-log systems to aid in the treatment of the off-site stormwater discharge that will flow through the proposed system, and construction of 10,000 SF of pervious sidewalk and pervious driveways which will provide the initial treatment of run-off generated from the parking areas. Please note that the proposed pervious sidewalk/driveways are in addition to the 10,400 SF of pervious sidewalk and parking being constructed under TMDL DEP Grant Agreement No. S0696.

DELIVERABLE: Certified As-Built Drawings of the activities under both Task 3A and 3B, project construction progress photos, and Engineer's Certificate of Construction Completion.

PERFORMANCE STANDARD: The Department's Grant Manager will review the photographs and as-built drawings to verify that construction has been completed in accordance with the approved plans. Upon

written approval by the Department's Grant Manager of all deliverables associated with this task, the Grantee may submit a payment request.

TASK NUMBER: 4

TASK NAME: Quality Assurance Project Plan (QAPP)

TASK DESCRIPTION: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

DELIVERABLE 4a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

PERFORMANCE STANDARD: The Department's Grant Manager will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed, prior to Final QAPP submittal.

DELIVERABLE 4b (Final QAPP): Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

PERFORMANCE STANDARD: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been considered and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with match documentation submittal.

TASK NUMBER: 5

TASK NAME: Monitoring

TASK DESCRIPTION: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4).

DELIVERABLE: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the final laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

PERFORMANCE STANDARD: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

TASK NUMBER: 6

TASK NAME: Implement planned educational component

TASK DESCRIPTION: The planned educational component will include:

- a) an on-site kiosk with display of the stormwater project,
- b) attendance to at least one (1) City of Fort Pierce Friday Fest to show project progress and educate the public,
- c) display at the entrance to the City of Fort Pierce's Commission Chamber and engineering department buildings
- d) articles on the Fort Pierce City's website, Fort Pierce City newsletter and in local newspapers, if published.

DELIVERABLE: Photos of the educational kiosk, photos of the Friday Fest, photos of the display at City Commission Chamber's and engineering department building entrances, copies of the articles from the website and newspaper, and copies of any applicable commission meeting agendas and presentations.

PERFORMANCE STANDARD: The Department's Grant Manager will review the photographs of the kiosk, the Friday Fest, and displays at the entrance to the City of Fort Pierce, meeting notes and copies of articles, to ensure they meet the objectives of the task description. Upon written approval by the Department's Grant Manager of all deliverables associated with this task, the Grantee may submit match documentation.

TASK NUMBER: 7

TASK NAME: Final Project Report

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

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

DELIVERABLE 7a (Draft Final Project Report): An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

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

DELIVERABLE 7b (Final Project Report): An electronic copy of the Final Report, with all suggested changes considered, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

PERFORMANCE STANDARD: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with match submittal for this task.

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TIMELINE: The task must be completed and all deliverables received by the end of each task timeline. For the U.S. Environmental Protection Agency (EPA), Nonpoint Source Implementation project, C9-99451514-0, referenced as Grant No. 31914, grant funded and required match funded tasks, if there are any conflicts between the completion dates in the task timeline below and the grant end date, September 30, 2018, then the grant end date is controlling.

Task No./Deliverable	Task Title <i>(should match identically above)</i>	Start	Complete	Deliverable Due Dates
1	Engineering Design and Permits	7/29/15	1/28/16	1/28/16
2	Prepare bid package in accordance with Federal Procurement Procedures	7/29/15	11/30/15	11/30/15
3A	Construction of the bio-swales	12/1/15	3/1/17	3/1/17
3B	Construction of the Flocculation system	12/1/15	3/1/17	3/1/17
4	QAPP	10/1/16	3/1/17	3/1/17
4a	Draft QAPP	3/1/16	6/30/16	6/30/16
4b	Final QAPP	7/15/16	1/28/17	1/28/17
5	Monitoring	3/28/17	3/28/18	3/28/18
6	Implementation of planned Education component	8/1/15	3/1/17	3/1/17
7	Final Report	4/1/18	6/28/18	6/28/18
7a	Draft Final Project Report	4/1/18	5/1/18	5/1/18
7b	Final Project Report	6/1/18	6/28/18	6/28/18

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PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Category	Grant Funding	Match Funding
1	Contractual	\$0	\$66,900
	TOTAL FOR TASK	\$0	\$66,900
Task No.	Category	Grant Funding	Match Funding
2	Contractual	\$0	\$5,000
	TOTAL FOR TASK	\$0	\$5,000
Task No.	Category	Grant Funding	Match Funding
3A	Contractual	\$170,000	\$47,000
	TOTAL FOR TASK	\$170,000	\$47,000
Task No.	Category	Grant Funding	Match Funding
3B	Contractual	\$150,500	\$45,000
	TOTAL FOR TASK	\$150,500	\$45,000
Task No.	Category	Grant Funding	Match Funding
4	Contractual	\$0	\$20,000
	TOTAL FOR TASK	\$0	\$20,000
Task No.	Category	Grant Funding	Match Funding
5	Contractual	\$25,000	\$0
	TOTAL FOR TASK	\$25,000	\$0
Task No.	Category	Grant Funding	Match Funding
6	Contractual	\$0	\$25,000
	TOTAL FOR TASK	\$0	\$25,000
Task No.	Category	Grant Funding	Match Funding
7	Contractual	\$0	\$25,000
	TOTAL FOR TASK	\$0	\$25,000
Total:		\$345,500	\$233,900
Total Project Cost:		\$579,400	
Percentage Match:		59.6%	40.4%

PROJECT BUDGET BY CATEGORY TOTALS:

Category Totals	31914 Funding	Match Funding
Contractual Total	\$345,500	\$233,900
Total:	\$345,500	\$233,900
Total Project Cost:	\$579,400	
Percentage Match:	59.6%	40.4%

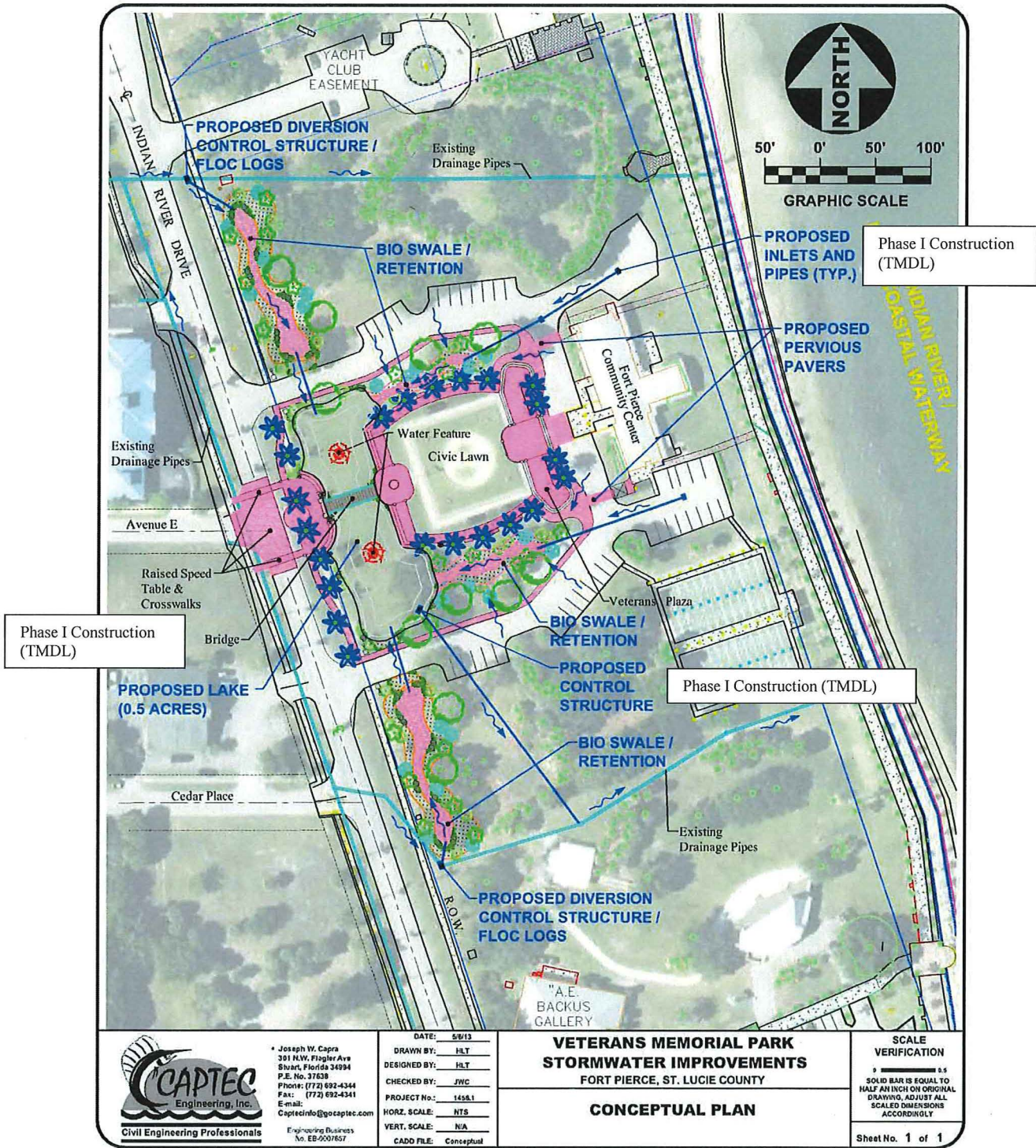
Exhibit 1, Drainage Basin/Treatment Area Map
(Includes drainage sub-basins)



Exhibit 2, Conceptual Site Plan for Veteran's Park



Exhibit 3, Detailed Conceptual Site Plan for Veteran's Park



Joseph W. Capra
391 N.W. Flagler Ave
Shuart, Florida 34984
P.E. No. 37638
Phone: (772) 692-4344
Fax: (772) 692-4341
E-mail: Captecinfo@gocaptec.com

DATE: 5/6/13
DRAWN BY: HLT
DESIGNED BY: HLT
CHECKED BY: JWC
PROJECT No.: 14561
HORZ. SCALE: NTS
VERT. SCALE: N/A
CADD FILE: Conceptual

**VETERANS MEMORIAL PARK
STORMWATER IMPROVEMENTS**
FORT PIERCE, ST. LUCIE COUNTY
CONCEPTUAL PLAN

SCALE VERIFICATION
1" = 50'
SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY
Sheet No. 1 of 1

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

DEP 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 Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$	\$
Overhead/Indirect/G&A Costs	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Indirect Cost	\$	\$	\$	\$
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Equipment Purchases (if authorized)	\$	\$	\$	\$
Rental/Lease of Equipment	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Land (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

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

Grantee's Certification of Payment Request

I, _____,

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

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

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

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the 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:

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

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent

Print Name

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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 that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

GRANTEE'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.