

Contract Number: 17HM-3B-11-16-02-213

Project Number: 1609-75-B

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF HALLANDALE BEACH**

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This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Hallandale Beach ("the Recipient") to modify Contract Number 17HM-3B-11-16-02-213, dated August 9, 2016 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$760,000.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on May 25, 2018; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding by \$6,626,312.87 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin on August 9, 2016 and shall end September 25, 2020, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$6,626,312.87, for the maximum amount payable under the Agreement to \$7,386,312.87, (Seven Million, Three Hundred Eighty-Six Thousand, Three Hundred Twelve Dollars and Eighty-Seven Cents).
4. The Budget and Scope of Work, Attachment A to this Agreement, is hereby modified as set forth in 1<sup>st</sup> Revision Attachment A to this modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

**RECIPIENT:** City of Hallandale Beach

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Michael Kennett, Deputy Director

Date: \_\_\_\_\_

**Attachment A**  
**1<sup>st</sup> Revision**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to improve drainage in the SW Quadrant, located in the City of Hallandale Beach, Broward County, Florida 33009, funded through the Hazard Mitigation Grant Program (HMGP) **DR-1609-75-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the City of Hallandale Beach, shall have conducted Phase I of this project, which included project design, permitting and the pre-developmental construction bid process. No construction activities were approved during that time. The Sub-Recipient shall have completed the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes. All Phase I activities and deliverables were completed and submitted to the Division 30 days prior to May 25, 2018.

The Sub-Recipient, the City of Hallandale Beach, agrees to administer and complete Phase II of the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the SW Quadrant, located in the City of Hallandale Beach, Broward County, Florida, 33009. Specifically, the work is located within right of way portions of the project area, as defined by S. Dixie Highway to the east, SW 11th Street to the south, SW 6th Avenue to the west, and SW 5th Street to the north (NW 25.97976, -80.15434, NE 25.97993, -80.14827, SW 25.97423,0-80.15417, SE 25.97447,0-80.14808).

The Phase I design implemented measures to determine modifications needed to improve the drainage and alleviate flooding of the SW Quadrant. The project shall include the installation of drainage pipes, force mains, inlet and control structures, pump stations, drainage wells, grading of swales, and restoration work.

The Phase II – Construction scope of work proposes drainage improvements, a control structure at the canal crossing under SW 11th Street and a storm water pump station with associated force main discharge into injection wells. Drainage improvements include construction of roadside swales, storm force main pipe for discharge into seventeen (17) new injection wells, and replace three (3) storm water drainage outfalls into existing canal system. It also includes the installation of new DIP storm water force main (FM) from pump station to storm water injection wells and the installation of new pressure release valve on force main at canal crossing on SW 7th Street.

Structural, mechanical and electrical components include the installation of new pump station with above ground improvements that emulates existing neighboring residential structures and the installation of a new generator to provide backup power. Proposal also includes the

relocation of existing overhead electric to be underground in pump station vicinity, the installation of new electric main to provide service to generator, new instrumentation and controls associated with the pump station, the control structure and the injection wells and the restoration of sidewalks, green areas, pavement markings and pavement.

The project shall provide protection against a 100-year storm event.

## **TASKS & DELIVERABLES:**

### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects. The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all

applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

### **Phase I**

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
- b) Construction Plans and bid documents;
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
- d) Copy of the Environmental Resource Permit (REC) from Broward County Environmental Protection and Growth Management Department (EPGM).
- e) Copies of all applicable permits from the Florida Department of Environmental Protection (FDEP) or South Florida Water Management District (SFWMD).
- f) Copy of the Public Notice and resolution of comments received (if any).
- g) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- h) Color maps including topographical, aerial and existing vs. new location maps shall be provided with the project location and staging areas clearly marked on each map. Color project maps that show the full extent of the project footprint and depth of ground disturbance shall be provided.
- i) Color and labeled photographs of all areas of disturbance.

- j) Indicate if project site is located within a designated historic district or historic neighborhood.
- k) Provide the latitude and longitude (decimal degrees) of the project boundaries and any notable areas.
- l) Concurrence letter from the local floodplain manager.
- m) Any other documentation requested by the Division, not limited to Project conditions and requirements herein.

Phase I – Deliverables conditions have been met and Phase II – Construction approved.

## **Phase II**

- a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and
- b) Letter of Completion:
  - 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
  - 2. Certifying Compliance with all applicable codes;
- c) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological material or human remains were encountered during project activities, if so, how they were handled.
- d) Letter verifying that:
  - 1. Major activities, including placement or equipment, were confined to areas where soils have been previously disturbed by activities, such as site development, construction, surface grading, landscaping, utility trenching, etc.
  - 2. When heavy equipment was not in use, it was staged on hard or firm surfaces where equipment was not susceptible to sinking and that paved surfaces were used to the fullest extent possible.
  - 3. Tracked vehicles or large-tired equipment were used whenever possible to reduce the depth of soil disturbance and minimize soil compaction to a depth of six inches or less.
  - 4. Sub-Recipient QA/QC monitors ensured that its contractors did not operate heavy equipment on wet soils if the equipment began to sink more than six inches below the current ground surface. If heavy equipment was operated in the rain, the Sub-Recipient QA/QC monitors ensured that its contractors paid special attention to equipment sinkage.
  - 5. Excavation of on-site materials and burial of debris did not occur.
- e) Verification that the Sub-Recipient followed the Special conditions as stipulated in the permission letter from the USACE dated 03/07/2018.
- f) Verification of compliance with the Standard Protection Measures for the Eastern Indigo Snake, which includes:
  - 1. Copy of the notification submitted to the U.S. Fish and Wildlife Service (USFWS) in Florida prior to any clearing/land alteration activities;

2. Copy of the education plan;
  3. Photographs of the informational signs posted throughout the construction site;
  4. Information as to how the Eastern Indigo Snakes were handled if encountered;
  5. Copy of the Monitoring report submitted to the U.S. Fish and Wildlife Service (USFWS) Florida Field Office.
- g) Letter verifying that all gopher tortoise burrows (active or inactive) were evacuated prior to any site activities according to the most current FWC Gopher Tortoise Permitting Guidelines and that the Sub-Recipient obtained state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise agent permit.
- h) Verification that all other conditions of the original FDEP permit, #0316717-001-UC, remained in effect and the permit modification and permit extension were attached to the original permit and became a part of it.
- i) National Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include
1. Storm Water Pollution Prevention Plan (SWPPP);
  2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP)
  3. Notice of Termination (NOT); terminates the NOI (from FDEP);
- OR**; If the area of disturbance was **less than one** acre; A letter stating the extent of the ground disturbance (by site).
- j) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that

all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of drainage improvements to the SW Quadrant, located in Hallandale Beach, Florida 33009 and includes a control structure at the canal crossing under SW 11<sup>th</sup> Street and a storm water pump station with associated force main discharge into injection wells.

The completed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.



## **PROJECT CONDITIONS AND REQUIREMENTS:**

### **C) Engineering:**

- 1) The Sub-Recipient has submitted Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents provided a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Demonstrated mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submitted a refined cost estimate, including Phase I Fees and Phase II Construction materials and Labor.
- 5) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 6) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
- 7) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
- 8) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

### **D) Environmental:**

- 1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are

encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery, and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

Major activities, including placement or equipment, shall be confined to areas where soils have been previously disturbed by activities, such as site development, construction, surface grading, landscaping, utility trenching, etc. Sub-Recipient QA/QC monitors shall identify areas of obvious soil disturbance and direct their contractor to work within these areas.

When heavy equipment is not in use, it shall be staged on hard or firm surfaces where equipment is not susceptible to sinking. Paved surfaces shall be used to the fullest extent possible.

Tracked vehicles or large-tired equipment shall be used whenever possible to reduce the depth of soil disturbance and minimize soil compaction to a depth of six inches or less. Sub-Recipient QA/QC monitors shall ensure that its contractors shall not operate heavy equipment on wet soils if the equipment begins to sink more than six inches below the current ground surface. Heavy equipment may be operated in the rain, but Sub-Recipient QA/QC monitors shall ensure that its contractors shall pay special attention to equipment sinkage.

Excavation of on-site materials and burial of debris are not permitted.

- 4) The Sub-Recipient shall comply with U.S. Fish and Wildlife Service's Standard Protection Measures for the Eastern Indigo Snake dated August 12, 2013, as provided in Attachment 4 of the USACE permit. All gopher tortoise burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.
- 5) Per the permission letter from the USACE dated 03/07/2018, the Sub-Recipient shall follow the Special conditions as stipulated.

- 6) The Sub-Recipient shall submit a notice of Intent (NOI) for coverage under the Florida Department of Environmental Protection (FDEP) General Permit, prepare and implement a storm water pollution prevention plan (SWPPP), and submit the Notice of Termination (NOT) after completion of the site activities. These three documents shall be provided at project close out.
- 7) All other conditions of the original FDEP permit, #0316717-001-UC, shall remain in effect and the permit modification and permit extension shall be attached to the original permit and become a part of it.
- 8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA Project Number **1609-75-R**, is funded under HMGP-1609-DR-FL.

FEMA awarded this project on May 26, 2016 and this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on September 25, 2020.

**FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**Schedule of Work**

**Phase I**

Design, Permitting, and Pre-developmental Construction Bid Process:	23	Months
State Phase I Deliverable Review:	1	Month
<b>Total Period of Performance:</b>	<b>24</b>	<b>Months</b>

**Phase II**

Construction:	23	Months
Inspections – Local & State	2	Months
Final Inspection/Closeout:	3	Months
<b>Total Period of Performance:</b>	<b>28</b>	<b>Months</b>

**Budget**

**Line Item Budget\***

<b>Phase I</b>	<b>Project Costs</b>	<b>Federal Share</b>	<b>Local Share</b>
Fees: Design and Permits:	\$1,000,000.00	\$750,000.00	\$250,000.00
<b>Sub-total Phase I Cost:</b>	<b>\$1,000,000.00</b>	<b>\$750,000.00</b>	<b>\$250,000.00</b>
Administrative Costs:	0.00	\$10,000.00	0.00
<b>Total Phase I w/Admin:</b>	<b>\$1,000,000.00</b>	<b>\$760,000.00</b>	<b>\$250,000.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**BUDGET**

**Line Item Budget\***

<b>Phase II</b>	<b>Project Costs</b>	<b>Federal Share</b>	<b>Local Share</b>
Materials & Labor:	\$8,683,912.91	\$6,512,934.68	\$2,170,978.23
Fees:	\$60,000.00	\$45,000.00	\$15,000.00
<b>Total Phase II Cost:</b>	<b>\$8,743,912.91</b>	<b>\$6,557,934.68</b>	<b>\$2,185,978.23</b>
<u>Administrative Costs:</u>	<u></u>	<u>\$68,378.19</u>	<u>0.00</u>
<b>Total Phase II w/Admin:</b>	<b>\$8,743,912.91</b>	<b>\$6,626,312.87</b>	<b>\$2,185,978.23</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

Federal Share:	\$7,307,934.68	(75.0%)
Local Share:	\$2,435,978.23	(25.0%)
<b>Total Project Cost:</b>	<b>\$9,743,912.91</b>	<b>(100.0%)</b>

*Recipient Administrative Allowance up to \$78,378.19*