



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

November 7, 2011

RECEIVED

Ms. Martha Graham
Director of Public Works
City of St. Augustine
St. Augustine, Florida 32085

NOV 09 2011

Public Works

RE: FMA-PJ-04-FL-2010-002, St. Augustine Seawall Mitigation Project
DEM Contract 12FM-4N-04-65-02-275

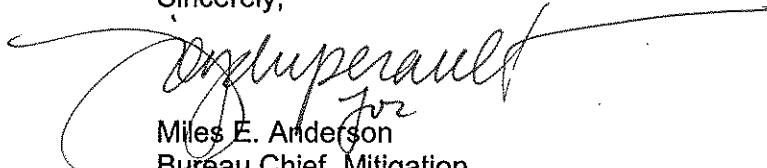
Dear Ms. Graham:

Enclosed is the fully executed Flood Mitigation Assistance Program contract between the City of St. Augustine and the Florida Division of Emergency Management. Upon completion of the work identified in the contract, a Reimbursement form (Attachment D) should be completed and submitted to the Division for processing in accordance with Paragraph 17 of the Agreement and sent to:

Helen Johnson, Mitigation Planner
Bureau of Mitigation
Division of Emergency Management, Room 350C
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

If you have any questions regarding this contract, please contact Helen Johnson at 850-922-4077 or via email at helen.johnson@em.myflorida.com.

Sincerely,



Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:hj

Enclosure

Contract Number:12FM-4N-04-65-02-275
CFDA Number: 97.029
FEMA No.:FMA-PJ-04-FL-2010-002

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of St. Augustine (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the Federal Emergency Management Agency, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A-2 of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution and shall end September 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circulars:

States, local governments, and Indian Tribes follow:

- A-87 for Cost Principles, Relocated to 2 CFR, Part 225
- A-102 for Administrative Requirements, and
- A-133 for Audit Requirements

Educational Institutions (even if part of a State or Local government) follow:

- A-21 for Cost Principles, Relocated to 2 CFR, Part 220
- A-110 for Administrative Requirements, Relocated to 2 CFR, Part 215, and
- A-133 for Audit Requirements

Non-Profit Organizations follow:

- A-122 for Cost Principles, Relocated to 2 CFR , Part 230 (362k)
- A-110 for Administrative Requirements, Relocated to 2 CFR, Part 215, and
- A-133 for Audit Requirements

If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and
Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to

the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) 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 close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment F.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring

procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless the Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations,

failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division project manager for this Agreement is:

Project Manager Name Helen M. Johnson, Mitigation Planner
Bureau Name Mitigation
Division Name Division of Emergency Management
Address 2555 Shumard Oak Boulevard
City, State, Zip Tallahassee, Florida 32300
Telephone Number 850-922-4077
Fax Number 850-413-9857
Email Address helen.johnson@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

CONTACT NAME Martha Graham, Director of Public Works
RECIPIENT NAME City of St. Augustine
ADDRESS 75 King Street
CITY, STATE, ZIP St. Augustine, Florida 32085
Telephone: 904-825-1040
Fax: 904-825-1051
Email: martha.graham@citystaug.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the fully executed subcontract must be forwarded to the Division within ten days of execution for review and approval. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A-1 – Award Letter

Attachment A-2 – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

Attachment I – NHPA Section 106 Memorandum of Agreement

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$4,743,750.00 subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted to the Division Contact in accordance with Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Request for Reimbursement should be submitted at least quarterly and should include the supporting documentation for all costs of the project submitted on the Request for Reimbursement. The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. Attachment D must be completed and signed by an authorized representative of the recipient. Any Requests for Reimbursement that fail to include Attachment D with the supporting documentation may be returned or delayed in processing. The final invoice shall be submitted within 60 days after the expiration date of the agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs," and mailed directly to the Division's Contact listed above.

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, the Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 *et seq.*), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment H) for each intended subcontractor which the Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division. All contractors must E-Verify the employment status of their employees and subcontractors to the extent permitted by federal law and regulation.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

(23) ASSURANCES

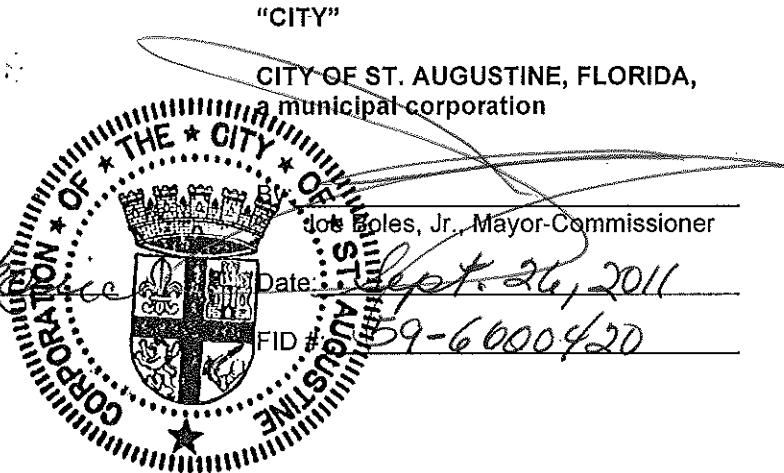
The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

Alison Ratkovic
Alison Ratkovic, City Clerk

(SEAL)



APPROVED AS TO FORM, LEGAL
SUFFICIENCY AND EXECUTION:

Ronald W. Brown
Ronald W. Brown, City Attorney

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Jr. Mills E. Anderson
BY: *D. Koon*
Bryan W. Koon, Director

Date: 11-7-11

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: *Federal Emergency Management Agency, Flood Mitigation Assistance Program*
Catalog of Federal Domestic Assistance Number: 97.029
Amount of Federal Funding: \$4,743,750.00

THE FOLLOWING COMPLIANCE REQUIREMENTS MAY APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and NonProfit Organizations

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 79 Flood Mitigation Grants
- 44 CFR Part 80 Property Acquisition and Relocation for Open Space
- 44 CFR Part 9 Floodplain Management and Protection of Wetlands
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. This funding is to be used for the appropriate eligible activity listed below which is consistent with the scope of work of the project:
 - Acquisition of hazard prone properties
 - Retrofitting of existing buildings and facilities
 - Elevation of flood prone structures
 - Infrastructure protection measures
 - Storm water management improvements
 - Minor structural flood control projects
 - Relocation of structures from hazard prone areas
 - Retrofitting of existing buildings and facilities for shelters
 - Vegetative management/soil stabilization
 - Mitigation Planning Project
 - Other projects that reduce future disaster losses
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.
3. Attached are specific requirements outlined in the FEMA award letter.



FEMA

Attachment A-1 FEMA Award Letter

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee-Tucker Road
Atlanta, GA 30341

August 18, 2011

Mr. Bryan W. Koon, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Miles Anderson

Reference: Flood Mitigation Assistance Grant Program (FMA) Project Approval
FMA-PJ-04-FL-2010-002 City of St. Augustine

Dear Mr. Koon:

It is my pleasure to confirm that the following project sub-grant has been approved through the FMA grant program pursuant to the Congressional appropriations for Fiscal Year 2010. The Scope of Work (SOW) and Budget submitted by the State for this FMA project sub-grant is approved except as noted in the Conditions below. Please be advised that any proposed change in the list participating properties represents a SOW change and must be approved by our office prior to issuance of a contract or start of construction.

FMA Project Approval	Federal Share	Non-Federal Share	Total Project Cost
FMA-PJ-04-FL-2010-002	\$4,743,750.00	\$1,581,250.00	\$6,325,000.00

This letter constitutes programmatic approval for use of FY 2010 FMA funds. Sandra McNease, Assistance Officer in our Thomasville Office, has issued the financial award and documentation in support of this approval through eGrants on August 18, 2011, and the State has accepted the award. The funds have been obligated to the appropriate PARS account.

A Finding of No Significant Impact (FONSI) has been issued for this project in eGrants after completion of an Environmental Assessment (per 44 CFR Part 10.9) of the proposed project and its environment. A Memorandum of Agreement (MOA) for the resolution of adverse effects of the project under Section 106 of the National Historic Preservation Act was signed by the Federal Emergency Management Agency, the Florida Division of Historical Resources, the Florida Division of Emergency Management, the City of St. Augustine, and the Advisory

Council on Historic Preservation for the St. Augustine Seawall Flood Mitigation Project (FMA-PJ-04-FL-2010-002). As a result, the following “conditions of approval” are placed on this project:

Environment Conditions:

1. The Grantee/Sub-grantee must 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. If start of project work is delayed for a year or more after the date of the FONSI, then coordination with and project review by appropriate regulatory agencies must be redone.
2. Any change, addition, or supplement to the approved project SOWs that alters the projects (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the applications to FEMA for NEPA re-evaluation before starting project work.
3. Construction vehicles and equipment used for these projects shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.
4. Any hazardous materials found onsite, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local and federal laws and regulations.
5. The Sub-Grantee is responsible for coordinating with and obtaining any required section 401 and 404 permit(s) from the United States Army Corps of Engineers (Corps) prior to initiating work. The Sub-Grantee shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and compliance maintained in their permanent files. Best Management Practice's (BMP's) should be followed.
6. The Sub-Grantee is responsible for obtaining any required Florida Department of Environmental Protection (FDEP) permits/waivers prior to initiating work. Compliance with FDEP requirements constitutes compliance with Florida Coastal Zone Management. Failure to obtain applicable permits may jeopardize funding.
7. The Sub-Grantee shall comply with the latest Standard Manatee Protection Construction Conditions for in-water work.
8. Within two (2) years of the date of issuance of the Corps permit, the Sub-Grantee will create a minimum of 0.05 acre (2,278 square feet) of tidal marsh wetlands within the area noted on the project drawings. This area will be excavated as necessary to match the elevation of the adjacent marsh and planted with smooth cordgrass (*Spartina alterniflora*) on, at a minimum, 1.5-foot centers. The Sub-Grantee will conduct biannual monitoring of

the vegetated mitigation area for a minimum of 3 years and will submit monitoring reports within thirty (30) days of each monitoring event. The monitoring reports must be submitted to the USACE, Regulatory Division, Enforcement Section, in Jacksonville, Florida. The mitigation site will be considered successful if after the third year of monitoring the percent aerial coverage of smooth cordgrass within the mitigation area is greater than 80 percent. If the mitigation area is not deemed successful by the end of the third year of monitoring, the Sub-Grantee must submit for review and augmentation, as deemed necessary by the Corps, a remedial mitigation plan that will compensate wetland functional values lost by the implementation of work authorized and the failure of the initial mitigation endeavor. The Sub-Grantee will implement the supplemental mitigation plan as approved by the Corps.

9. To minimize impacts to oyster beds, the Sub-Grantee will relocate, as practicable, any clusters of oysters that would be otherwise buried by the work authorized. The relocated oysters will be transported to suitable areas waterward of the construction site.

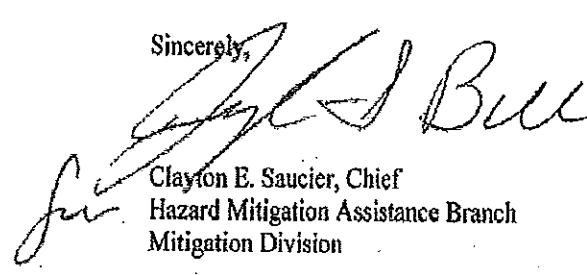
10. The Sub-Grantee is responsible for carrying out the stipulations of the Memorandum of Agreement (MOA) among FEMA, the Florida Division of Historical Resources, the Grantee, and the Sub-Grantee. The Sub-Grantee will ensure that all entities acting on their behalf in the completion of the proposed undertaking, including contractors and subcontractors, are aware of the MOA's provisions and act accordingly. This shall include full disclosure of the MOA's requirements to potential construction contractors during the bidding process, and the selection of a construction contractor who is willing and able to fully adhere to all stipulations.

The terms and conditions of this award are provided in the Agreement Articles issued through eGrants by Ms. McNease. Please review the Articles thoroughly and abide by all provisions.

Quarterly progress reports for FMA are required in accordance with 44 CFR 13.40. Please include this project in future reporting. The Period of Performance (POP) for this award is three years, August 18, 2011 through September 30, 2014. The POP for this sub-grant should be documented on all correspondence submitted to this office concerning the sub-grant, in addition to the quarterly report.

Thank you for submitting an application to the FY2010 FMA grant program. If you have any questions, please contact Gabriela Vigo of my staff at (229) 225-4546.

Sincerely,


Clayton E. Saucier, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Attachment A-2

Budget and Scope of Work

Scope of Work

Property Owner: City of St. Augustine Seawall Mitigation
Property Address: St. Augustine, Florida

The scope of work for this project is the construction of approximately 1200 linear feet of new seawall in front of flood damaged portions of the existing seawall located along Avenida Menendez, south of the Bridge of Lions and extending southward from the Santa Maria Restaurant up to the Florida National Guard facilities. The new seawall will consist of two sections. The lower section will be constructed of concrete precast driven panel with concrete piles driven to 22.0 – 27.0 feet below Mean Sea Level (MSL) and soil anchors supporting the seawall with a top elevation of 4.8 feet National Geodetic Vertical Datum (NGVD) and the upper section will be constructed of cast-in-place concrete with a top elevation of 7.7 feet NGVD.

Clean sand backfill material will be placed between the existing seawall and the newly constructed seawall; a 12-foot wide promenade will be constructed on the top of the backfill with other architectural, landscape, electrical and utility appurtenances waterward of the existing historic seawall.

Three stormwater treatment vaults will be constructed to provide stormwater treatment at three outfalls along the newly constructed seawall. The new stormwater management system will be installed along the new seawall promenade and will consist of an exfiltration trench and three Vortechnics stormwater treatment vaults to improve the water quality at the discharge from existing hydrologic basins of the city of St. Augustine. The Vortechnics vaults will be connected to three existing outfalls to provide stormwater treatment to approximately 18.3 acres in the City of St. Augustine. Each vault will be installed underneath the newly constructed promenade. The outfall pipes will extend from each vault and through the newly constructed seawall to discharge to the Matanzas River. The completed work shall comply with all Federal, State and Local Rules and Regulations.

Funding Summary

Federal Share: \$ 4,743,750.00 (75%)
Non-Federal Share: \$ 1,581,250.00 (25%)
Total Project Cost: \$ 6,325,000.00

Budget

The Division of Emergency Management (DEM) shall reimburse eligible costs for this project up to \$ 4,743,750.00 (federal share).

The recipient will adhere to the following Environmental conditions as part of the award.

1. The Recipient must 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. If start of project work is delayed for a year or more after the date of the FONSI, then coordination with and project review by appropriate regulatory agencies must be redone.
2. Any change, addition, or supplement to the approved project Scope of Work that alters the projects (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the applications to FEMA for NEPA re-evaluation before starting project work.

3. Construction vehicles and equipment used for these projects shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.
4. Any hazardous materials found onsite, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local and federal laws and regulations.
5. The Recipient is responsible for coordinating with and obtaining any required section 401 and 404 permit(s) from the United States Army Corps of Engineers (Corps) prior to initiating work. The Recipient shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and compliance maintained in their permanent files. Best Management Practice's (BMP's) should be followed.
6. The Recipient is responsible for obtaining any required Florida Department of Environmental Protection (FDEP) permits/waivers prior to initiating work. Compliance with FDEP requirements constitutes compliance with Florida Coastal Zone Management. Failure to obtain applicable permits may jeopardize funding.
7. The Recipient shall comply with the latest Standard Manatee Protection Construction Conditions for in-water work.
8. Within two (2) years of the date of issuance of the Corps permit, the Recipient will create a minimum of 0.05 acre (2,278 square feet) of tidal marsh wetlands within the area noted on the project drawings. This area will be excavated as necessary to match the elevation of the adjacent marsh and planted with smooth cordgrass (*Spartina alterniflora*) on, at a minimum, 1.5-foot centers. The Recipient will conduct biannual monitoring of the vegetated mitigation area for a minimum of 3 years and will submit monitoring reports within thirty (30) days of each monitoring event. The monitoring reports must be submitted to the USACE, Regulatory Division, Enforcement Section, in Jacksonville, Florida. The mitigation site will be considered successful if after the third year of monitoring the percent aerial coverage of smooth cordgrass within the mitigation area is greater than 80 percent. If the mitigation area is not deemed successful by the end of the third year of monitoring, the Recipient must submit for review and augmentation, as deemed necessary by the Corps, a remedial mitigation plan that will compensate wetland functional values lost by the implementation of work authorized and the failure of the initial mitigation endeavor. The Sub-Grantee will implement the supplemental mitigation plan as approved by the Corps.
9. To minimize impacts to oyster beds, the Recipient will relocate, as practicable, any clusters of oysters that would be otherwise buried by the work authorized. The relocated oysters will be transported to suitable areas waterward of the construction site.
10. The Recipient is responsible for carrying out the stipulations of the Memorandum of Agreement (MOA) among FEMA, the Florida Division of Historical Resources, the Grantee, and the Recipient. The Recipient will ensure that all entities acting on their behalf in the completion of the proposed undertaking, including contractors and subcontractors, are aware of the MOA's provisions and act accordingly. This shall include full disclosure of the MOA's requirements to potential construction contractors during the bidding process, and the selection of a construction contractor who is willing and able to fully adhere to all stipulations.

Eligible Expenditures

The categories outlined below are generally considered eligible for reimbursement under the Flood Mitigation Assistance Program. Only reasonable eligible expenses may be reimbursed. The Recipient shall provide the Division with a detailed listing of project expenditures, classified according to the listed categories, as part of any request for payment. Any expenditure that does not clearly fall under

the specified categories shall be submitted to the Division for review and determination of funding eligibility under the Flood Mitigation Assistance Program. Preliminary cost estimates for this project have been provided to the Division, and those costs that are eligible have been incorporated into the categories outlined below.

Any line item eligible cost may be increased or decreased by 10% or less without an amendment to this Agreement being required, as long as the overall amount of the funds obligated under this Agreement does not exceed \$ 4,743,750.00 (federal share).

BUDGET

ELIGIBLE COST CATEGORIES	Total Cost	Federal Share (75%)	Non-Federal Share (25%)
1.0 General Conditions	\$1,501,000.00	\$1,125,750.00	\$375,250.00
2.0 Demolition	\$311,000.00	\$233,250.00	\$77,750.00
3.0 Environmental	\$142,000.00	\$106,500.00	\$35,500.00
4.0 Roadway Restoration	\$642,000.00	\$481,500.00	\$160,500.00
5.0 Structural	\$2,756,000.00	\$2,067,000.00	\$689,000.00
6.0 Grading	\$97,000.00	\$72,750.00	\$24,250.00
7.0 Utilities	\$255,000.00	\$191,250.00	\$63,750.00
8.0 Electrical	\$82,000.00	\$61,500.00	\$20,500.00
9.0 Landscaping	\$25,000.00	\$18,750.00	\$6,250.00
10.0 Construction Services	\$405,000.00	\$303,750.00	\$101,250.00
11.0 Sub-Applicant Management Costs	\$109,000.00	\$81,750.00	\$27,250.00
TOTAL	\$6,325,000.00	\$4,743,750.00	\$1,581,250.00

WORK SCHEDULE

TASK	Starting Point	Duration	Total Days
Project Bidding	1	30	30
Bid Evaluation	31	15	45
Contract Award	46	30	75
Notice to Proceed	76	45	120
Project Construction	121	450	570
Project Closeout	571	60	631
TOTAL DAYS TO COMPLETE PROJECT			631

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Assistance Programs are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) The National Flood Insurance Act of 1968, 42 United States Code 4104c;
- (3) The National Insurance Reform Act of 1994, Public Law 103-325;
- (4) The Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004. Public Law 108-264;
- (5) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 78, 79, 80, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (6) All applicable laws and regulations delineated in Attachment C of this Agreement

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any federal, state, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to Hazard Mitigation Assistance Program as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project:

1. The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
2. No new structure will be erected on property other than:
 - (a) a public facility that is open on all sides and functionally related to a designated open space;
 - (b) a restroom; or
3. A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
4. After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
5. If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

Contract Manager will evaluate requests for cost overruns and submit to the Regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to the Recipient's Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

1. For construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13 (c));
2. A change in the scope of work must be approved by FEMA in advance regardless of the budget implications; and
3. The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA 60 days prior to the project expiration date.

Additional Regulations

The Recipient assures that it will comply with the following statutes and regulations, to the extent applicable:

- 1) Federal Acquisition Regulations 31.2 and 0931.2
- 2) Section 1352, Title 31, US Code
- 3) OMB Circulars A-21, A-87, A-110, or A-122
- 4) Chapter 215, Florida Statutes
- 5) Chapter 119, Florida Statutes
- 6) Americans with Disabilities Act
- 7) Section 112.061, Florida Statutes
- 8) Immigration and Nationality Act
- 9) Section 286.011, Florida Statutes
- 10) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 11) 28 CFR applicable to grants and cooperative agreements

- 12) 42 USC 3789(d) or Victims of Crime Act (as appropriate)
- 13) Section 504 of the Rehabilitation Act of 1973, as amended
- 14) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and

the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMA project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient

further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (v) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;

- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - 1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - 2. Return the property to its natural state as though no improvements had ever been contained thereon.
 - 3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - 4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - 5. Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - 6. Leave the demolished site clean, level and free of debris.
 - 7. Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - 8. Obtain all required permits.

9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
11. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
FLOOD MITIGATION ASSISTANCE GRANT PROGRAM**

RECIPIENT NAME: City of St. Augustine

ADDRESS: 75 King Street

CITY, STATE, ZIP CODE: St. Augustine, Florida 32084

PAYMENT No: _____ DEM Agreement No: 12FM-4N-04-65-02-xxx-

FEMA Tracking Numbers: FMA-PJ-04-FL-2010-002 Invoice Period: to

Eligible Amount 100 %	Obligated Federal 75 %	Obligated Non-Federal 25 %	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL \$ _____

ADMINISTRATIVE COST \$ _____

GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT \$ _____

DATE

**Attachment D
(continued)**

DIVISION OF EMERGENCY MANAGEMENT

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
FLOOD MITIGATION ASSISTANCE GRANT PROGRAM**

Applicant: City of St. Augustine

DEM Agreement No:12FM-4N-04-65-02-xxx FEMA Tracking # FMA-PJ-04-FL-2010-002

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

<input type="checkbox"/> NO ADVANCE REQUESTED No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.	<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet.

DESCRIPTION	(A) FFY 2011-2012	(B) FFY 2012-2013	(C) FFY 2013-2014	(D) Total
1 INITIAL CONTRACT ALLOCATION				
2 FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3 AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \quad \times \quad \$ \quad \text{HMA Award} \quad = \quad \text{MAXIMUM ADVANCE}$$

(Do not include match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2011-2012 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
FLOOD MITIGATION ASSISTANCE PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: City of St. Augustine

Project Number # FMA-PJ-04-FL-2010-002

PROJECT LOCATION St. Augustine, Florida

DEM ID #: 12FM-4N-04-65-02-xxx

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20____ \$ _____ Oct-Dec, 20____ \$ _____ Jan-Mar, 20____ \$ _____ Apr-June, 20____ \$ _____
July-Sep, 20____ \$ _____ Oct-Dec, 20____ \$ _____ Jan-Mar, 20____ \$ _____ Apr-June, 20____ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

The Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

Attachment I - NHPA Section 106 Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

WHEREAS, the Federal Emergency Management Agency (FEMA), of the Department of Homeland Security, administers the Flood Mitigation Assistance Grant Program (FMA), pursuant to Section 1366 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. § 4104c), and its implementing regulations at 44 C.F.R. part 79, providing funding to assist states, Tribal, and local governments in implementing measures that reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insured under the National Flood Insurance Program; and

WHEREAS, the Florida Division of Emergency Management (FDEM) administers FMA on behalf of FEMA in the State of Florida, and as such, FDEM is the "Grantee" and the City of St. Augustine (City) is the "Subgrantee" of FEMA assistance; and

WHEREAS, the City has experienced recurring flooding problems and deterioration of the Avenida Menendez Seawall, south of the Bridge of Lions, as a result of several tropical storms and hurricanes. To reduce the overall risks to populations and structures and to reduce future reliance on Federal disaster assistance, the City proposes to use FMA funds for the *St. Augustine Seawall Flood Mitigation Project* to provide the businesses and residents within the City of St. Augustine Historic Preservation Zones 1 and 2 with Category 1 storm surge protection, while protecting the existing coquina seawall and creating a promenade between the existing and proposed seawalls; and

WHEREAS, the *St. Augustine Seawall Flood Mitigation Project* consists of the construction of a new seawall 12 feet seaward of the existing Avenida Menendez Seawall, extending 1,200 feet along the Matanzas River from the vicinity of the Santa Maria Restaurant down to the Florida National Guard facilities. The new seawall will consist of two sections. The lower section will be concrete sheet pile, with a top elevation of 4.8 feet National Geodetic Vertical Datum (NGVD). The upper section will be cast-in-place concrete, with a top elevation of 7.7 feet NGVD. Clean sand backfill material is to be placed between the existing seawall and the proposed seawall, and an 11.25-foot-wide promenade is to be constructed on top of the backfill; and

WHEREAS, the use of Federal funds under the *St. Augustine Seawall Flood Mitigation Project* constitutes an "undertaking" pursuant to 36 C.F.R. § 800.16(y), implementing

Section 106 of the National Historic Preservation Act of 1966 (Section 106), as amended (16 U.S.C. § 470f); and

WHEREAS, in accordance with 36 C.F.R. § 800.4(a), and in consultation with the Florida Division of Historical Resources (State Historic Preservation Officer [SHPO]) and other consulting parties, FEMA has defined the Area of Potential Effects (APE), consistent with the scale and nature of the undertaking (Attachment 1); and

WHEREAS, FEMA has made a reasonable and good faith effort to carry out identification of historic properties within the APE, as stipulated in 36 C.F.R. § 800.4(b), and in consultation with the SHPO and other consulting parties has determined that 27 historic properties exist within the APE (Attachment 2). Two of these properties – the St. Augustine Town Plan Historic District (8SJ00010) and the Gonzalez-Alvarez House (8SJ00010G) – are currently listed in the National Register of Historic Places (NRHP) and are also designated as National Historic Landmarks (NHL). The Avenida Menendez Seawall (8SJ04971) was formally determined eligible for NRHP in 2003-2005. The remaining 24 properties are located in the St. Augustine Town Plan Historic District. FEMA has determined in consultation with SHPO that these properties are contributing resources to the Historic District and that eight of these properties also are individually eligible for NRHP listing; and

WHEREAS, the St. Augustine Town Plan Historic District was listed as an NHL on April 15, 1970, for the purpose of this undertaking, FEMA has determined that the NHL is within the APE; and

WHEREAS, a Phase I archaeological investigation was conducted in February 2011 that confirmed that remains of the South Boat Basin and the coquina toe feature of the Avenida Menendez Seawall were present within the APE, and FEMA determined that these resources were character-defining features of the NRHP-eligible Avenida Menendez Seawall (Attachment 3); and

WHEREAS, FEMA has determined in consultation with SHPO and other consulting parties, that the undertaking will directly adversely affect the Avenida Menendez Seawall, and that the St. Augustine Town Plan Historic District (Attachment 4) will be indirectly adversely affected; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1) and 36 C.F.R. § 800.10, FEMA has notified the Advisory Council on Historic Preservation (AChP) of the adverse effects and invited them to participate in Section 106 consultation, and the AChP has elected to participate in the resolution of adverse effects via a letter to FEMA dated December 28, 2010; and

WHEREAS, FEMA has invited FDEM as the Grantee and the City as the Subgrantee to become signatory parties to this Memorandum of Agreement (MOA); and

WHEREAS, the U.S. Army Corps of Engineers – Jacksonville District (USACE), 1000 Friends of Florida, City of St. Augustine Historical Architectural Review Board (HARB), Florida Department of Military Affairs, Florida Trust for Historic Preservation, Lighthouse Archaeological Maritime Program (LAMP), Miccosukee Tribe of Indians in Florida, National Park Service (NPS) National Historic Landmarks Program, NPS Castillo de San Marcos National Monument, Office of U.S. Congressman John Mica, Old City South Neighborhood Association, Old Town Association, Seminole Tribe of Florida, Seminole Nation of Oklahoma, St. Augustine Archaeological Association, St. Augustine Historical Society, and St. Johns County Planning Commission have participated in the consultation; and

WHEREAS, through Section 106 consultation, including in-person meetings and teleconferences held between October 5, 2010 and April 27, 2011, FEMA, FDEM, the City, SHPO, ACHP and other consulting parties considered ways to avoid, minimize, or mitigate the adverse effects of the proposed undertaking on historic properties in accordance with 36 C.F.R. § 800.6(b)(2) and 36 C.F.R. §800.10, and developed by consensus the below stipulations; and

WHEREAS, FEMA, FDEM, the City, and SHPO agree that the requirement for appropriate public notice and involvement stated in 36 C.F.R. § 800.14d(2) will be satisfied by a public notice issued by FEMA through the National Environmental Policy Act of 1969 (NEPA) process; and

NOW, THEREFORE, FEMA, FDEM, the City, SHPO, and ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account its effect upon historic properties as defined in 36 C.F.R. § 800.16(l). FEMA funding of the City's application for Federal assistance under the FMA program is contingent upon adherence to the MOA stipulated provisions.

STIPULATIONS

To the extent of its legal authority and in coordination with the SHPO, FDEM, and the City, FEMA will require that the following measures are implemented:

I. ROLES AND RESPONSIBILITIES OF SIGNATORIES

A. FEMA

As the grantor of Federal funds for the proposed undertaking, FEMA has the ultimate responsibility for Section 106 compliance. With execution of this MOA, FEMA's responsibilities to resolve adverse effects to historic properties are considered complete, and FEMA will proceed in accordance with this MOA. In the event that this MOA is terminated or the stipulations are not completed, FEMA will either (a) seek to resolve the adverse effects pursuant to 36 C.F.R. § 800.6(b); or (b) request, take into account, and respond to the comments of the

ACHP in accordance with 36 C.F.R. § 800.7, FEMA shall notify the signatories of the course of action it will pursue.

B. FDEM

As the Grantee of Federal funds for the proposed undertaking, FDEM is responsible for ensuring that the Sub-grantee acts in accordance with this MOA.

C. City

As the Sub-grantee of Federal funds for the proposed undertaking, the City is responsible for carrying out the MOA's stipulations. The City will ensure that all entities acting on their behalf in the completion of the proposed undertaking, including contractors and subcontractors, are aware of this MOA's provisions and act accordingly. This shall include full disclosure of this MOA's requirements to potential construction contractors during the bidding process, and the selection of a construction contractor who is willing and able to fully adhere to all stipulations.

D. SHPO

As FEMA's partner in the Section 106 consultation process, SHPO is responsible for acting in accordance with this MOA.

II. RESOLUTION OF ADVERSE EFFECTS

A. Minimization Measures in Final Design

The City shall ensure that the below measures are incorporated into the construction documents put out to bid, the bid proposals received, and the final design, and that the measures are carried out in the execution of the project.

- 1. Increased Landward Exposure of Avenida Menendez Seawall.** To compensate for the loss of visibility of the Avenida Menendez Seawall on the seaward side, the historic seawall will be excavated on the landward side to increase the visibility of the west elevation of the seawall. Approximately 1,200 linear feet of coping (the masonry covering course of the historic seawall) would be left exposed to facilitate viewing by the public. Depending upon the final grade on the landward side of the affected historic seawall, the exposure will range from 0 to 30 inches to the top of the seawall, as defined by the granite coping.
- 2. Maximum Height of New Seawall.** The new seawall, defined by the merlon cap, shall be at its highest point no more than 29 inches higher than the top of the Avenida Menendez Seawall, defined by the granite coping.

3. **Landscape and Hardscape Elements.** The final design shall minimize, to the extent possible, disruptions to the views from the St. Augustine Town Plan Historic District to the Matanzas River from landscape and hardscape elements as stipulated below.
 - a. Existing power lines and other electric utilities located within the project area on the east side of the Avenida Menendez shall be, to the extent practicable, relocated underground as part of the new construction.
 - b. Existing palm trees located within the project area on the east side of the Avenida Menendez that are removed during construction shall be, to the extent practicable, replaced with palms of the same species in approximately the same location.
 - c. Existing landscape and hardscape features on the west side of the Avenida Menendez will be maintained in their current configuration.

B. Consultation with a Historic Masonry Conservator

The City of St. Augustine shall retain a qualified individual with demonstrated expertise in the treatment of historic coquina construction to review the undertaking and to advise the City and their construction contractor on ways to avoid adverse effects to the Avenida Menendez Seawall.

1. The City will identify a qualified individual within 60 calendar days of the execution of this MOA, and will send the Historic Masonry Conservator's qualifications via email to FEMA, FDEM, and SHPO for review before retaining services. FEMA and SHPO will respond to the City via email within five business days of receipt of the individual's qualifications.
2. The Historic Masonry Conservator is to be consulted on the interface between the fill material and the existing seawall, the promenade deck and the existing seawall, and the manner in which these project components can be executed to not cause any additional deterioration of the seawall in the immediate or long term.
 - a. The City will consider the Historic Masonry Conservator's input on appropriate treatment of the Avenida Menendez Seawall and will, to the extent practicable, ensure that the recommendations are included in the final construction documents.
 - b. The expert will prepare a standard operating procedure (SOP), including preservation and treatment guidelines, for coquina protection to be included in the construction bid documents.

The City will submit a summary of revisions and specifications made to the design, and the SOP, to FEMA, FDEM, and SHPO via email for review. FEMA and SHPO will respond to the City via email within five business days of receipt of the summary and SOP, identifying any areas of concern with respect to the treatment of historic properties.

3. Consultation with the Historic Masonry Conservator will be done before training the city inspectors, project managers, and contractors as stipulated in Stipulation II.C.1, below. The Historic Masonry Conservator's guidance on the treatment of the historic coquina is to be included in this training as appropriate. At the City's discretion, the Historic Masonry Conservator may be asked to help develop and deliver the training to explain the coquina treatment SOP.

C. Construction Monitoring

The City shall provide a trained City Inspector to monitor construction activities for the full duration of the undertaking for the purpose of ensuring that there are no unforeseen adverse effects to the Avenida Menendez Seawall or other historic properties, as defined in Attachment 2 of this MOA.

1. After the selection of a contractor and before construction, all city inspectors, project managers, and contractors that will be monitoring, directing, or working on the construction project will be required to participate in a training session led by the City Archaeologist on the appropriate treatment of the Avenida Menendez Seawall and other known and potential historic properties and the kinds of construction activities that may adversely affect them. As noted in Stipulation II.B.3, above, the Historic Masonry Conservator may assist in delivering this training. The City will notify FEMA, FDEM, USACE, and SHPO at least two weeks before the training. At a minimum, the training will address:
 - a. effects to the coquina toe feature of the Avenida Menendez Seawall from compaction as a result of the dumping of fill;
 - b. effects to the Avenida Menendez Seawall at the interface between the fill and the seawall, and the promenade deck and the seawall;
 - c. avoidance of the archaeological resources associated with the South Boat Basin (as identified in Attachment 3);
 - d. the treatment of historic coquina as recommended by the Historic Masonry Conservator identified in Stipulation II.B.1), above; and

- e. the kinds of activities or discoveries that may require a stop work, including the discovery of human remains, and the steps to take for any stop work.

If the City Archaeologist deems it necessary, the city inspectors, project managers, and contractors may be asked to participate in additional training sessions or informational meetings to address new or changing project site conditions.

2. Before beginning construction, and continuing every week thereafter, the construction contractor will prepare a schedule of planned construction activities for the upcoming two-week period, calling out those activities that will occur within five feet of the Avenida Menendez Seawall (including the vertical section of wall, the coquina toe section, and the south boat basin).
 - a. This schedule will be sent via email to the City Inspector(s), City Archaeologist, FEMA, FDEM, USACE, and SHPO no later than two business days in advance of scheduled activities.
 - b. The construction contractor shall ensure that work within five feet of the Avenida Menendez Seawall occurs between 7:00 AM and 5:00 PM, Monday through Friday, and that a trained City Inspector or the City Archaeologist is always present during these activities.
 - c. Before starting construction, the City Archaeologist will inform the construction contractor of the construction activities that he would like to personally observe. The construction contractor will provide the City Archaeologist, FEMA, FDEM, USACE, and SHPO with a general construction schedule, noting when those activities of interest are likely to occur, and will notify the City Archaeologist via email two business days in advance of those activities.

D. Location of Soil Anchors

The City shall ensure that the construction contractor shifts each soil anchor's location as needed to avoid penetrating the Avenida Menendez Seawall toe feature's existing coquina materials, where doing so does not compromise the new seawall and promenade's structural integrity or functionality. Where the soil anchors cannot be shifted to avoid penetrating coquina materials, the affected coquina materials will carefully be removed and replaced in a location as close as possible to their original location.

1. This process shall be monitored daily by a trained City Inspector, and periodically by the City Archaeologist, who will work with the construction contractor to determine which soil anchors should be shifted and in what

direction, and will advise the construction contractor on where to relocate coquina materials.

2. The construction contractor shall document: the ultimate location of each soil anchor; the number and location of soil anchors that were shifted to avoid directly impacting the coquina materials; the number and location of soil anchors that could not be shifted to avoid directly impacting the coquina materials; and the number of coquina materials that were removed from their original location and where they were relocated. Upon completing construction, the City shall provide photographs, and as-built drawings, including plans and cross sections, to the City Archaeologist, FEMA, FDEM, USACE, and SHPO for recordation purposes.

E. Location of Stormwater Treatment Systems

The City shall ensure that where existing coquina materials will be penetrated by the support piles for the three stormwater treatment systems, the construction contractor will remove the affected materials and replace them in a location as close as possible to their original location.

1. This process shall be monitored daily by a trained City Inspector, and periodically by the City Archaeologist, who will advise the construction contractor on where to relocate coquina materials.
2. The construction contractor shall document the number of coquina materials that were removed from their original location and where they were relocated. Upon completing construction, the City shall provide these documents (including photographs) to the City Archaeologist, SHPO, FDEM, and FEMA for recordation purposes.

F. Vibration Monitoring

The City shall ensure that the level of vibration from construction activities is monitored by a third party that is a qualified specialty engineer for the full duration of pile driving operations, and that vibration from such activities does not exceed 0.5 in/sec. Vibration monitoring shall be conducted consistent with the Florida Department of Transportation *GreenBook* (FGB) Section 455-1.1 “Protection of Existing Structures” (Attachment 5). Where the stipulations in this Section exceed or are in addition to FGB standards, they shall supersede those standards.

1. Vibration levels will be measured from seven (7) points:
 - a. on the landward face of the Avenida Menendez Seawall, on National Guard Property at 82 St. Francis Barracks, at the south end of the APE (29.887964 -81.309122);

- b. on the landward face of the Avenida Menendez Seawall, between St. Francis Street and Bridge Street (29.889242 -81.309289);
 - c. on the landward face of the Avenida Menendez Seawall, between Bride Street and the Santa Maria Restaurant pier (29.890444 -81.309669);
 - d. at the southwest corner of the City Dock Building at 111 Avenida Menendez, at the north end of the APE (29.891447 -81.310464);
 - e. at the southeast corner of the dwelling (SJ00203) at 162 Avenida Menendez, on the west side of the Avenida Menendez, between St. Francis Street and Bridge Street (29.889025 -81.309453);
 - f. at the southeast corner of the Gonzalez-Alvarez House at 14 St. Francis Street, on the north side of St. Francis Street, between Marine Street and Charlotte Street (29.888031 -81.309939); and
 - g. at the northwest corner of the Sanchez House (SJ02501) at 7 Bridge Street, on the south side of Bridge Street, at the intersection with Marine Street (29.890097 -81.310133).
2. Vibration levels at these seven points shall be measured before starting construction to determine baseline readings and typical peak vibration levels from routine activities such as vehicular traffic.
3. Vibration levels shall be reviewed daily during pile driving operations by the third-party qualified specialty engineer. During construction, if vibration levels exceed the indicated threshold, the specialty engineer shall notify the construction contractor upon making the observation. The construction contractor shall immediately cease driving operations and notify the City Inspector directly in person or via telephone conversation within one business hour of notification by the specialty engineer. The City Inspector shall notify FEMA, FDEM, and SHPO via email within four business hours of the observation. Work shall not resume until the methods of construction are revised to bring the resulting vibration levels below the indicated threshold, as determined by the construction contractor. Documentation of the solution shall be provided to the FEMA, FDEM, and SHPO via email, after which pile driving operations may resume.
4. Vibration monitoring shall continue for two weeks after completing pile driving operations to document any resulting settling, shifting, or other structural movement.

G. Public Interpretation of Avenida Menendez Seawall

The City shall develop, create, and disseminate public interpretation materials relating to the Avenida Menendez Seawall.

1. The public interpretation materials will be determined by the City in consultation with FEMA, FDEM, and SHPO, and will relate to the history of the Avenida Menendez Seawall. Any on-site interpretation should be designed so as not to cause adverse effects to historic properties from installation, introduction of inappropriate visual elements, or any other effect that diminishes a historic property's qualities that make it eligible for NRHP listing.
2. The City will send a plan for public interpretation materials to FEMA, FDEM, and SHPO for review within 120 calendar days of this MOA's execution. FEMA, FDEM, and SHPO will provide input on the proposed plan within 30 calendar days of receipt. The City will send the revised plan to FEMA, FDEM, and SHPO for approval within 30 calendar days of receipt of their input. SHPO, FDEM, and FEMA will approve the final plan within 30 calendar days of receipt.
3. The City will send draft materials to FEMA, FDEM, and SHPO for review within 270 calendar days of this MOA's execution. FEMA, FDEM, and SHPO will provide input on the draft materials within 30 calendar days of receipt. The City will send the final materials to FEMA, FDEM, and SHPO for approval within 30 calendar days of receipt of their input. FEMA, FDEM, and SHPO will approve the final materials within 30 calendar days of receipt.
4. The City shall fulfill the requirements of the MOA Stipulation II.G and complete the production and dissemination of public interpretation materials within one year of this MOA's execution.

III. UNEXPECTED DISCOVERIES

A. General Procedures

1. The City will notify FEMA within one business day if it appears that the project will affect a previously unidentified property that may be a historic property, including human remains, or affect a known historic property in an unanticipated manner.
2. If any archaeological deposits are identified that may contain human remains, materials, or artifacts, the City will notify FEMA, FDEM, and SHPO and any consulting parties of the discovery. The City will ensure work immediately stops in the vicinity of such a discovery and will take all reasonable measures to avoid, minimize harm, and protect the discovery until FEMA concludes the

consultation. FEMA shall start the review with FDEM, SHPO, and Indian Tribes, as appropriate, and with any other required parties.

3. FEMA will notify the parties of any time constraints, and all parties will mutually agree upon timeframes for consultation on the discovery. Following consultation, FEMA will provide all consulting parties with written recommendations that take into account the effects of the undertaking. If the consulting parties do not object to FEMA's recommendations for the treatment of the discovery within the agreed upon timeframe, FEMA will require the City to modify the project scope of work to implement FEMA's recommendations. If there is a timely objection to FEMA's recommended action, FEMA will consult further with the objecting party.

B. Human Remains

If human remains are discovered during construction, all project construction activities on the project shall cease immediately. The City shall notify the local Police Department and the Coroner's Office via telephone within one business hour of the stop work, and FEMA, FDEM, USACE, and SHPO via email within one business day. Construction activities shall not resume until the disposition of the human remains has been resolved in accordance with all applicable local, state, and Federal laws.

1. If the human remains are determined by the Coroner's Office to be of recent, non-Native American origin, then the City shall ensure that the remains are removed and the discovery area is treated in accordance with all applicable local, state, and Federal laws. Construction may resume upon notification from the City.
2. If the human remains are of archaeological interest or Native American, FEMA shall take the lead in working with all parties to ensure compliance with the applicable local, state, and Federal laws. Construction may resume upon notification from FEMA to the City.
 - a. FEMA shall follow policy presented in the ACHP's *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects* (February 23, 2007).
 - b. FEMA will conduct an in-person meeting in St. Augustine with representatives of the appropriate Indian Tribes, ACHP, and other consulting parties as needed to determine the disposition of the remains. This meeting will include a site visit if requested by any Indian Tribe, SHPO, or ACHP.

V. ANTICIPATORY ACTIONS

FEMA shall not grant assistance to the City in the event that the City or those acting on its behalf engage in actions that significantly adversely affect historic properties with the intent to avoid the requirements of this MOA or Section 106. In event of such an occurrence, FEMA upon consultation with SHPO and ACHP may determine that circumstances justify granting such assistance despite these actions and shall complete consultation to resolve these adverse effects in accordance with the standard Section 106 review process as codified in 36 C.F.R. part 800.

VI. DISPUTE RESOLUTION

A. Consultation to Resolve Objection

Should any consulting party object in writing within this MOA's timeframes to the manner in which the stipulations are implemented, FEMA shall consult with the objecting party to resolve the objection. If the objection is resolved within 14 calendar days, FEMA will notify the signatories via email that this MOA's terms will proceed as originally executed.

B. Failure to Resolve Objection

If FEMA determines that the objection cannot be resolved through consultation with the objecting party within 14 calendar days, FEMA will request written comments from the ACHP pursuant to 36 C.F.R. § 800.6(b). FEMA will take into account any ACHP comments received within 14 calendar days after ACHP's receipt of the request. FEMA will provide the ACHP, and the other consulting parties, and the objecting party with a written resolution to the stated objection. FEMA may then notify the consulting parties via email that this MOA's terms will proceed as originally executed.

VII. AMENDMENTS, DURATION, AND TERMINATION

A. Amendments

If any of this MOA's signatories believe that this MOA's terms cannot be adhered to, or that any amendment to the terms of this MOA must be made, that signatory shall immediately consult with the other signatories for no more than 30 calendar days to develop an amendment or amendments to this MOA. The MOA shall be amended only upon the written agreement of all signatories.

B. Duration

Unless amended or terminated in accordance with Stipulations VII.A or C, this MOA will remain in effect through December 31, 2013, or until FEMA

determines, in consultation with the other signatories, that the MOA has been satisfactorily fulfilled. FEMA will notify the other signatories in writing when it determines that this MOA has been fulfilled or is terminated. The MOA may be extended by an amendment in accordance with MOA Stipulation VII.A.

C. Termination

1. If any of this MOA's signatories determines that the MOA terms as executed cannot be met, that signatory may signal its intent to terminate this MOA by providing a 30 calendar day notice to all other signatories via email. During the 30-day period, the terminating signatory shall actively consult with the other signatories to seek an amendment to the existing MOA in accordance with MOA Stipulation VII.A.
 - a. Should the signatories fail to agree upon an amendment, the terminating signatory will notify the other signatories in writing of termination via email and hardcopy letter.
 - b. Termination of this MOA under Stipulation VII.C.1 will require alternate resolution of adverse effects in accordance with 36 C.F.R. part 800.
2. This MOA may be terminated without further consultation by the execution of a subsequent agreement that explicitly terminates or supersedes this MOA.

VIII. EXECUTION OF THE MEMORANDUM OF AGREEMENT

Execution of this MOA by FEMA and implementation of its terms are evidence that FEMA has taken into account the effects of the undertaking on historic properties, and that FEMA has satisfied its responsibilities under NHPA Section 106 and its implementing regulations.

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

SIGNATORY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: William R. Straw

Date: 07/26/11

William R. Straw, Ph.D.
Regional Environmental Officer
Region IV

By: Major P. May

Date: 8/12/11

Major P. May
Regional Administrator
Region IV

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

SIGNATORY:

FLORIDA DIVISION OF HISTORICAL RESOURCES

By: JuDee L. Dawkins

Date: 7-27-11

JuDee L. Dawkins
Interim Florida State Historic Preservation Officer

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

SIGNATORY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: *John M. Fowler*

John M. Fowler
Executive Director

Date: 8/17/14

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

INVITED SIGNATORY:

THE CITY OF ST. AUGUSTINE, FLORIDA

By:

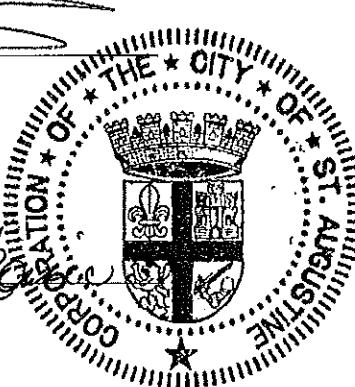
Joe Boles
Mayor-Commissioner

Date: 8.8.2011

Attest:

Alison Ratkovic
City Clerk

Date: 8.8.2011



MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

INVITED SIGNATORY:

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

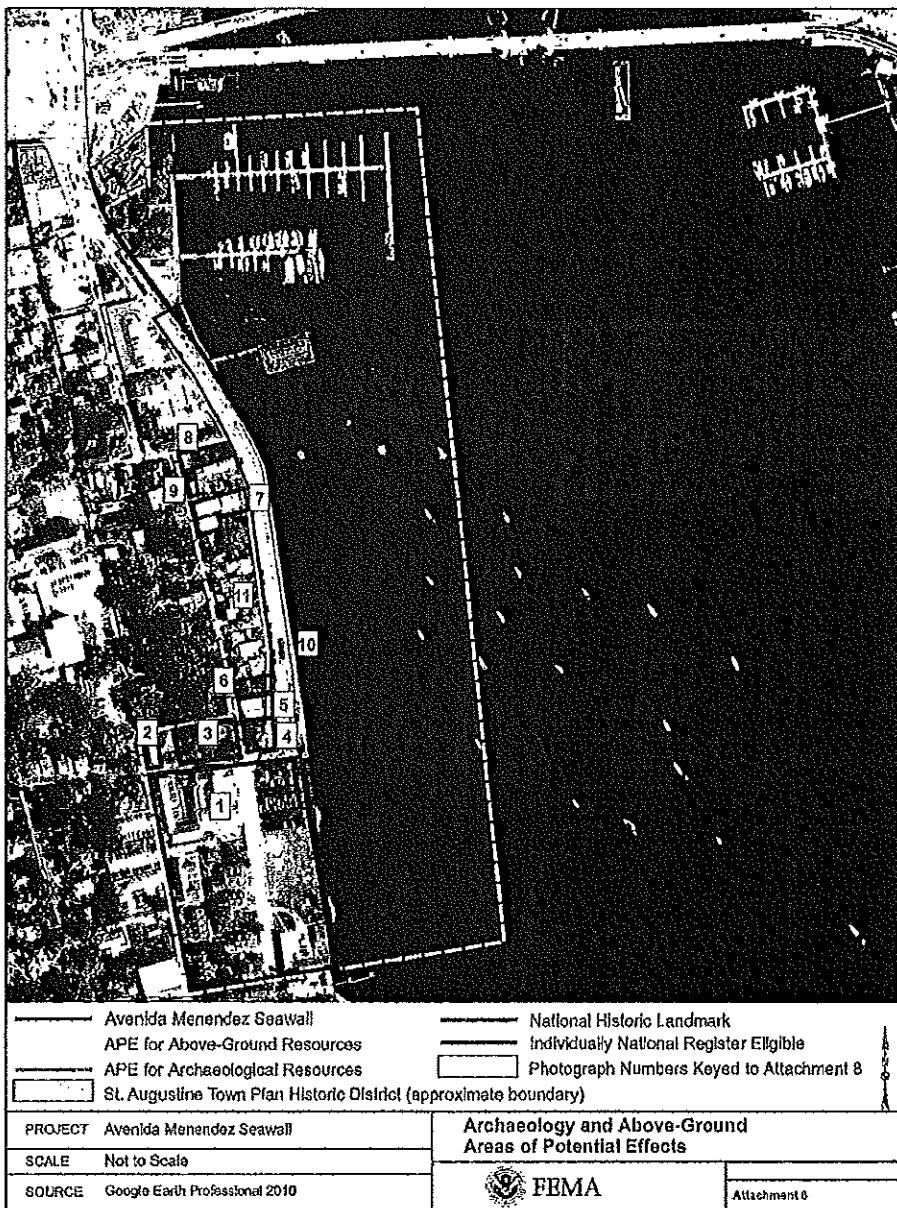
By: KRJ

Date: 7/28/2011

Miles E. Anderson
Chief
Bureau of Mitigation

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

ATTACHMENT 1: Area of Potential Effects (APE)



**MEMORANDUM OF AGREEMENT
AMONG**
**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**
**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

ATTACHMENT 2: Historic Properties in the APE

Count	FMSF No.	NPS No.	Name	Address	Date	NRHP Evaluation	Identified Criteria	APE Map No.
1	8SJ00010	70000847	St. Augustine Town Plan Historic District	Matanzas River, Grove Avenue, South Street, and Washington Street (Approximate)	1566-1935	Listed/NHL	A (Event); C (Architecture/Engineering)	11
2	8SJ00010G	70000847; 70000845	Gonzalez-Alvarez House (Oldest House)	14 St. Francis Street	1702-1727	Listed/NHL (Individually); Listed (Contributing); Eligible (Individually)	C (Architecture/Engineering)	3
3	8SJ04971	70000847	Avenida Menendez Seawall	Avenida Menendez	1837-1846	Listed (Contributing); Eligible (Individually)	C (Architecture/Engineering)	10
4	8SJ00199	70000847	Westcott House	146 Avenida Menendez	1885-1893	Listed (Contributing); Eligible (Individually)	B (Person)	7
5	8SJ02505	70000847	Rovira-Hernandez House	172 Avenida Menendez	1800-1808	Listed (Contributing); Eligible (Individually)	A (Event); C (Architecture)	6
6	8SJ00207	70000847	Brooks Villa	174 Avenida Menendez	1891	Listed (Contributing); Eligible (Individually)	C (Architecture)	5
7	8SJ00208	70000847	Unnamed	178 Avenida Menendez	1910-1917	Listed (Contributing); Eligible (Individually)	C (Architecture)	4
8	8SJ02518	70000847	Tovar House	22 St. Francis Street	1791	Listed (Contributing); Eligible (Individually)	C (Architecture)	2

**MEMORANDUM OF AGREEMENT
AMONG**
**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**
**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

Count	FMSF No.	NPS No.	Name	Address	Date	NRHP Evaluation	Identified Criteria	APE Map No.
9	N/A	70000847	Marin House	47 Marine Street (part of 142 Avenida Menendez)	1791- 1799	Listed (Contributing); Eligible (Individually)	C (Architecture)	9
10	8SJ02501	70000847	Sanchez House	7 Bridge Street (aka 43 Marine Street)	1804- 1821	Listed (Contributing); Eligible (Individually)	C (Architecture)	8
11	8SJ10A	70000847	St. Francis Barracks	82 Marine Street	1724- 1737	Listed (Contributing); Eligible (Individually)	A (Event)	1
12	N/A	70000847	City Dock Building	111 Avenida Menendez	1924- 1930	Listed, Contributing	N/A	N/A
13	8SJ00197	70000847	Santa Maria Restaurant	135 Avenida Menendez	1910- 1917	Listed, Contributing	N/A	N/A
14	8SJ00198	70000847	Bayfront Marin House	142 Avenida Menendez	1885- 1893	Listed, Contributing	N/A	N/A
15	8SJ00200	70000847	Unnamed	154 Avenida Menendez	1865- 1885	Listed, Contributing	N/A	N/A
16	8SJ00201	70000847	Unnamed	156 Avenida Menendez	1924- 1930	Listed, Contributing	N/A	N/A
17	8SJ00202	70000847	Unnamed	160 Avenida Menendez	1910- 1917	Listed, Contributing	N/A	N/A
18	8SJ00203	70000847	Unnamed	162 Avenida Menendez	1894- 1899	Listed, Contributing	N/A	N/A
19	8SJ00204	70000847	Unnamed	164 Avenida Menendez	1865- 1885	Listed, Contributing	N/A	N/A
20	8SJ00205	70000847	Unnamed	166 Avenida Menendez	1865- 1885	Listed, Contributing	N/A	N/A
21	8SJ00206	70000847	Unnamed	168 Avenida Menendez	1917- 1924	Listed, Contributing	N/A	N/A
22	8SJ01863	70000847	Webb Memorial Museum	18 St. Francis Street	1923	Listed, Contributing	N/A	N/A
23	8SJ02514	70000847	Puello House	53 Marine Street	1812- 1824	Listed, Contributing	N/A	N/A

**MEMORANDUM OF AGREEMENT
AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**

**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

Count	FMSF No.	NHS No.	Name	Address	Date	NRHP Evaluation	Identified Criteria	APF Map No.
24	8SJ01271	70000847	Gibbs House	59 Marine Street (part of 156 Avenida Menendez)	1839	Listed, Contributing	N/A	N/A
25	8SJ01273	70000847	Unnamed	63 Marine Street	1865- 1885	Listed, Contributing	N/A	N/A
26	N/A	70000847	Pinkham House	67 Marine Street	1840- 1854	Listed, Contributing	N/A	N/A
27	8SJ02516	70000847	Rovira- Dewhurst House	71 Marine Street	1799	Listed, Contributing	N/A	N/A

MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR
THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

ATTACHMENT 3: Draft Management Summary (March 25, 2011)

(Bound Report Attached)

**MEMORANDUM OF AGREEMENT
AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**

**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

ATTACHMENT 4: Assessment of Effects

APE Map No.	Name	NRHP Resource Type	NRHP Evaluation	Type of Effect	Character or Use	Applicable Criteria of Adverse Effects	Adverse?	Aspects of Integrity Diminished?
1	St. Francis Barracks (Florida National Guard Facility)/ 1724-1737	District	Listed, Contributing; Eligible, District	Direct, Indirect	Character	i-physical destruction; ii-alteration; iv-change in setting; v-visual elements	No	No
Explanation								
Direct effects are limited to a very small area, and are to features that are not character-defining (perimeter wall, curb, paving). Project will have high visibility (setting) from the southeast corner of the property, where the setting and feeling are already diminished by the surface parking lot and contemporary perimeter wall. Effects will not further diminish the integrity of setting.								
2	Sanchez House/ 1804-1821	Building	Listed, Contributing; Eligible, Individually	Indirect	Character	iv-change in setting	No	No
Explanation								
Project will have high visibility from the property. It will alter the view towards the river (setting) and introduce a contemporary structure where there is currently a historic one (feeling). Visibility of the river will be minimally reduced/ obscured by the taller flood wall and associated fixtures. The direct view to the river is an important feature of the design of the property, and while it may be reduced/ altered somewhat, the effects will not be substantial enough to diminish integrity of setting and feeling.								
3	Oldest House/ Gonzalez-Alvarez House/ 1702-1727	Building	Listed, Contributing; Eligible, Individually; Designated NHL	Indirect	Character	iv-change in setting	No	No
Explanation								
Project will have moderate visibility from the property, and will alter the view towards the river (setting). Visibility of the river will be minimally reduced/ obscured by the taller flood wall and associated fixtures. The viewshed to the water is among several character-defining features of the setting and the effects will not be substantial enough to diminish the integrity of setting.								

**MEMORANDUM OF AGREEMENT
AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**

**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

APE Map No.	Name	NRHP Resource Type	NRHP Evaluation	Type of Effect	Character or Use	Applicable Criteria of Adverse Effects	Adverse?	Aspects of Integrity Diminished?
4	1910-1917/ 178 Avenida Menendez	Building	Listed, Contributing; Eligible, Individually	Indirect	Character	iv-change in setting	No	No
Explanation								
Project will have high visibility from the property. It will alter the view towards the river (setting) and introduce a contemporary structure where there is currently a historic one (feeling). Visibility of the river will be minimally reduced/obscured by the taller flood wall and associated fixtures. The direct view to the river is an important feature of the design of the property, and while it may be reduced/ altered somewhat, the effects will not be substantial enough to diminish integrity of setting and feeling.								
5	Brooks Villa/ 1891	Building	Listed, Contributing; Eligible, Individually	Indirect	Character	iv-change in setting	No	No
Explanation								
Project will have high visibility from the property. It will alter the view towards the river (setting) and introduce a contemporary structure where there is currently a historic one (feeling). Visibility of the river will be minimally reduced/obscured by the taller flood wall and associated fixtures. The direct view to the river is an important feature of the design of the property, and while it may be reduced/ altered somewhat, the effects will not be substantial enough to diminish integrity of setting and feeling.								
6	Rovira-Hernandez House/ 1800-1808	Building	Listed, Contributing; Eligible, Individually	Indirect	Character	iv-change in setting	No	No
Explanation								
Project will have high visibility from the property. It will alter the view towards the river (setting) and introduce a contemporary structure where there is currently a historic one (feeling). Visibility of the river will be minimally reduced/obscured by the taller flood wall and associated fixtures. The direct view to the river is an important feature of the design of the property, and while it may be reduced/ altered somewhat, the effects will not be substantial enough to diminish integrity of setting and feeling.								

**MEMORANDUM OF AGREEMENT
AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**

**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

APE Map No.	Name	NRHP Resource Type	NRHP Evaluation	Type of Effect	Character or Use	Applicable Criteria of Adverse Effects	Adverse?	Aspects of Integrity Diminished?
7	Westcott house/ 1885-1893	Building	Listed, Contributing; Eligible, Individually	Indirect	Character	iv-change in setting	No	No
Explanation								
Project will have high visibility from the property. It will alter the view towards the river (setting) and introduce a contemporary structure where there is currently a historic one (feeling). Visibility of the river will be minimally reduced/obscured by the taller flood wall and associated fixtures. The direct view to the river is an important feature of the design of the property, and while it may be reduced/ altered somewhat, the effects will not be substantial enough to diminish integrity of setting and feeling.								
8	Marin House/ 1791-1799	Building	Listed, Contributing; Eligible, Individually	Indirect	Character	iv-change in setting	No	No
Explanation								
Visibility of the project from the property is low, and the vista to the Matanzas River (setting) has already been substantially obscured by the addition of a large, later building between the house and the river. Effects will not further diminish its integrity of setting.								
9	Tovar House/ 1791	Building	Listed, Contributing; Eligible, Individually	Indirect	Character	iv-change in setting	No	No
Explanation								
Visibility of the project from the property is low, and vista to the Matanzas River (setting) will be minimally reduced. Effects will not diminish its integrity of setting.								

**MEMORANDUM OF AGREEMENT
AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**

**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

APE Map No.	Name	NRHP Resource Type	NRHP Evaluation	Type of Effect	Character or Use	Applicable Criteria of Adverse Effects	Adverse?	Aspects of Integrity Diminished?
10	Avenida Menendez Seawall/ 1830s	Structure	Eligible, Individually; Eligible, Contributing	Direct	Character, Use	i-physical destruction; ii-alteration; iv-change in setting; v-visual elements	Yes	Design, Setting, Feeling, Association, Materials
Explanation								
The seawall will be buried, and a new flood wall and promenade constructed. The seawall was designed to protect and define and east edge of the city. This will no longer be the case, diminishing the property's integrity of design and association. Some original materials will be damaged or removed, diminishing the seawall's integrity of materials. The setting and feeling of the resource will be significantly altered, substantially diminishing the property's integrity of setting and feeling.								
11	St. Augustine Town Plan Historic District/ 16th Century to Present	District	Listed, District; Designated NHL	Indirect	Character	i-physical destruction; ii-alteration; iv-change in setting; v-visual elements	Yes	Design, Setting, Feeling, Association, Materials
Explanation								
The seawall is a contributing property to and a character-defining feature of the historic district. Because of the importance of the seawall within the district, effects that diminish its integrity also diminish that of the district as a whole (design, materials). The construction of the new flood wall and promenade will introduce a contemporary, non-contributing feature between the Avenida Menendez and the river, interrupting the direct historic relationship between the two and diminishing the district's integrity of setting, feeling, and association. Pedestrian visibility and access from the district to the river will be reduced and/or restricted, diminishing the district's integrity of design, feeling, and association. Construction of the project may result in the damage or loss of archaeological resources that contribute to the significance of the district, further diminishing the district's integrity of materials.								

**MEMORANDUM OF AGREEMENT
AMONG**
**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**
**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

ATTACHMENT 5: Florida Department of Transportation *GreenBook* (Section 455-1.1)

**455 STRUCTURES FOUNDATIONS.
(REV 3-31-08) (FA 4-1-08) (7-08)**

SECTION 455 (Pages 490 – 563) is deleted and the following substituted:

**SECTION 455
STRUCTURES FOUNDATIONS**

Index

A. General.....	455-1 through 455-2
B. Piling.....	455-3 through 455-12
C. Drilled Shafts.....	455-13 through 455-24
D. Spread Footings.....	455-25 through 455-37
E. Structures (Other Than Bridge) Foundations- Auger Cast Piles.....	455-38 through 455-50

A. GENERAL

455-1 General Requirement.

The Contractor may examine available soil samples and/or rock cores obtained during the soil boring operations at the appropriate District Materials Office.

455-1.1 Protection of Existing Structures: When the plans require foundation construction operations in close proximity to existing structures, take all reasonable precautions to prevent damage to such structures. The requirements described herein apply to all types of structures (on or off the right-of-way) that may be adversely affected by foundation construction operations (including phase construction) due to vibrations, ground loss, ground heave, or dewatering. Protect utilities as described in the applicable provisions of Section 7.

Monitor structures for settlement in a manner approved by the Engineer, recording elevations to 0.001 foot. Monitor the following structures:

(1) shown in the plans.
(2) within a distance, in feet, of pile driving operations equal to 0.5 times the square root of the impact hammer energy, in foot-pounds. Take required measurements before the initiation of driving and then daily on days when driving occurs or as indicated in the plans and weekly for two weeks after driving has stopped.

(3) within a distance of ten shaft diameters or the estimated depth of excavation, whichever is greater.

(4) within a distance of three times the depth of excavation for the footing.

Obtain the Engineer's approval of the number and location of monitoring points. Take elevation:

- (1) before beginning construction,
- (2) daily during the driving of any casings, piling, or sheeting,
- (3) weekly for two weeks after stopping driving,
- (4) during excavation,

**MEMORANDUM OF AGREEMENT
AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**

**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

- (5) during blasting,
- (6) or as directed by the Engineer.

Notify the Engineer of any movements detected and immediately take any remedial measures required to prevent damage to the existing structures.

Employ a qualified Specialty Engineer to survey all structures, or portions thereof, within:

- (1) a distance, in feet, of pile driving operations equal to 0.25 times the square root of the impact hammer energy, in foot-pounds
- (2) a distance of ten shaft diameters or the estimated depth of excavation, whichever is greater
- (3) three times the excavation depth for footings and caps
- (4) or as shown in the plans

The Department will make the necessary arrangements to provide right-of-way entry for the Contractor's engineer to survey. Adequately document the condition of the structures and all existing cracks with descriptions and pictures. Prepare two reports documenting the condition of the structures; one report before beginning foundation construction operations and a second report after completing foundation construction operations. The Department will take ownership of both reports. Do not perform pre-driving and post-driving surveys of the condition of bridges owned by the Department except when shown in the Contract Documents.

When shown in the Contract Documents, employ a qualified Specialty Engineer to monitor and record vibration levels during the driving of casings, piling, sheeting, or blasting operations. Provide vibration monitoring equipment capable of detecting velocities of 0.1 in/s or less.

Upon detecting settlement or heave of 0.005 foot, vibration levels reaching 0.5 in/s, levels otherwise shown in the Contract Documents, or damage to the structure, immediately stop the source of vibrations, backfill any open drilled shaft excavations, and contact the Engineer for instructions.

When the plans require excavations for construction of footings or caps, the Contractor is responsible for evaluating the need for, design of, and providing any necessary features to protect adjacent structures. When sheeting and shoring are not detailed in the plans, employ a Specialty Engineer to design the sheeting and shoring, and to sign and seal the plans and specification requirements. Send these designs to the Engineer for his record before beginning construction.

When shown in the Contract Documents or when authorized by the Engineer, install the piling to the depth required to minimize the effects of vibrations or ground heave on adjacent structures by approved methods other than driving (preformed holes, predrilling, jetting, etc.). In the event the Department authorizes the use of preformed pile holes to meet this requirement, the Department will pay for this work as described in 455-5.9.3.

If not otherwise provided in the plans, the Contractor is responsible for evaluating the need for, design of, and providing all reasonable precautionary features to prevent damage, including, but not limited to, selecting construction methods and procedures that will prevent damaging caving of the shaft excavation and monitoring and controlling the vibrations from construction activities, including driving of casings, driving of sheeting, and blasting.

When shown in the plans or directed by the Engineer, install a piezometer near the right-of-way line and near any structure that may be affected by lowering the ground water

**MEMORANDUM OF AGREEMENT
AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES,
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT,
THE CITY OF ST. AUGUSTINE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR**

**THE ST. AUGUSTINE SEAWALL FLOOD MITIGATION PROJECT
(FMA-PJ-04-FL-2010-002),
ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA**

when dewatering is required. Monitor the piezometer and record the ground water elevation level daily. Notify the Engineer of any ground water lowering near the structure of 12 inches or more.

455-1.2 Excavation: Complete all excavation of the foundations prior to installing piles or shafts unless otherwise authorized by the Engineer. After completing pile/shaft installation, remove all loose and displaced materials from around the piles/shafts, leaving a clean, solid surface. Compact the soil surface on which concrete is to be placed or which will support the forming system for the concrete to support the load of the plastic concrete without settling or causing the concrete to crack, or as shown in the Contract Documents. The Engineer will not require the Contractor to compact for excavations made below water for seals or when the footing or cap or forming system (including supports) does not rest on the ground surface.

455-1.2.1 Abutment (End Bent) Fill: Place and compact the fill before installing end-bent piling/shafts, except when:

- (1) driving specified test piling in end bents or,
- (2) the plans show uncased piles through proprietary retaining wall fills.

When installing piles/shafts or casing prior to placing fill, take necessary precautions to prevent displacement of piles/shafts during placing and compacting fill materials within 15 feet of the piles/shafts or casing. Reference and check the position of the piles/shafts or casing at three approximately equal intervals during construction of the embankment.

Place embankment material in 6 inch loose lifts in the 15 foot area around the piles/shafts or casing. Compact embankment material within the 15 foot area adjacent to the piles/shafts or casing to the required density with compaction equipment weighing less than 1,000 pounds. When installing piles/shafts prior to the completion of the surrounding fills, do not cap them until placing the fills as near to final grade as possible, leaving only the necessary working room for construction of the caps.

Provide permanent casings installed prior to placement of the fill, for all drilled shafts through mechanically stabilized fills (for example, behind proprietary retaining walls) for shafts installed after fill placement. Install temporary casings through the completed conventional fill when permanent casings are not required.

Provide permanent casings, if required, before the fill is placed extending a sufficient distance into the existing ground to provide stability to the casings during construction of the abutment fill.

455-1.3 Cofferdams: Construct cofferdams as detailed in the plans. When cofferdams are not detailed in the plans, employ a Specialty Engineer to design cofferdams, and to sign and seal the plans and specification requirements. Send the designs to the Engineer for his records before beginning construction.

Provide a qualified diver and a safety diver to inspect the conditions of the foundation enclosure or cofferdam when the Contract Documents require a seal for construction. Equip these divers with suitable voice communications, and have them inspect the foundation enclosure and cofferdam periphery including each sheeting indentation and around each piling or drilled shaft to ensure that no layers of mud or other undesirable materials were left above the bottom of seal elevation during the excavation process. Also have the divers check to make sure the surfaces of the piles or drilled shafts are sufficiently clean to allow bond of the concrete down to the minimum bottom of seal elevation. When required, ensure that there are no mounds of stone, shell, or other authorized backfill material left after placement and grading. Assist the Engineer as required to ensure that the seal is placed as specified and evaluate the adequacy of the foundation soils or rock. Correct any deficiencies found by the divers. Upon completion of