

Memorandum

DATE: May 7, 2013

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Keith Williams

RE: Authorization for conditional award of Sanibel Lighthouse rehabilitation project to Razorback LLC, the low bidder, in the amount of \$269,563.00 and authorize City Manager to execute contract; should conditions placed on Razorback LLC not be fulfilled exactly as set forth below, authorization that Razorback LLC be rejected and the bid of Sanibel Lighthouse rehabilitation project be deemed awarded to Spectrum Contracting, Inc, the second low bidder, in the amount of \$287,887.00 and authorize City Manager to execute contract.

RECOMMENDATION: Sanibel Public Works recommends that council authorize conditional award of Sanibel Lighthouse rehabilitation project to Razorback LLC, the low bidder, in the amount of \$269,563.00 and authorize City Manager to execute contract with the following conditions: a) By 4:00 pm Friday, May 3, 2013, Razorback LLC must provide Sanibel Public Works evidence of possession of a State of Florida General Contractor's License and b) By 4:00 pm Friday, May 3, 2013, Razorback LLC must provide documentation of compliance with Technical Specifications Section 05 01 70.91 Part 1 1.6.A.2; Section 05 50 00 Part 1 1.6.A.2; and Section 09 91 13 Part 1 1.4.A of the bid documents (relating to experience) which must be reviewed and approved by Arnold Sanders Consulting Engineering Inc, the structural design engineer for the project prior to 4:00 pm Monday, May 6. Should the conditions placed on Razorback LLC not be fulfilled by Razorback LLC, the Department recommends that Razorback LLC shall be deemed immediately rejected by City Council and the bid and award of Sanibel Lighthouse rehabilitation project shall be deemed immediately awarded to Spectrum Contracting, Inc, the second low bidder, in the amount of \$287,887.00 and the City Manager authorized to execute contract.

Constructed in 1884, Sanibel Island Lighthouse was the first lighthouse on Florida's Gulf coast north of Key West and the Dry Tortugas. It is located on the eastern tip of Sanibel Island, and was built to mark the entrance to San Carlos Bay for ships calling at the port of Punta Rassa, across San Carlos Bay from Sanibel Island.

The lighthouse was placed on the National Register of Historic Places in 1974. The Department of Interior Bureau of Land Management turned the property over to the City of Sanibel in a ceremony on April, 21, 2010.

The exterior of the lighthouse was last cleaned and painted in the 1990's. In an effort to preserve this historic landmark, the City of Sanibel Public Works Department has proposed to carry out necessary structural steel repairs as well as sand blast and paint the complete exterior of the structure.

City of Sanibel Public Works hired Arnold Sanders Consulting Engineers to prepare engineering plans for the lighthouse rehabilitation project and the resulting plans became the foundation for the competitive bid documents on the project.

The Sanibel Lighthouse Rehabilitation Project bid opportunity was advertised in the Fort Myers News Press on March 11, 2013. In response to the ad, bids were opened and read aloud on April 11, 2013 in the presence of Scott Krawczuk and Keith Williams, both from the City of Sanibel. In total, 11 bids were submitted with Razorback LLC being the apparent low bidder at a total project bid of \$269,563.00. The City has an available budget of \$300,000 for the project in addition to a \$50,000 state historic preservation grant.

During the post-bid due diligence period Public Works found that Razorback LLC is not licensed in the state of Florida as a certified general contractor. The specifications for the rehabilitation project require that the contractor awarded the project possess the appropriate licenses necessary as well as apply for and pull a City of Sanibel building permit. Public Works confirmed with the City of Sanibel Building Department that the nature of the structural steel work within the project mandates that the permittee for the project be a state licensed general contractor. Additionally, Arnold Sanders, the structural design engineer for the project, included three technical specifications for the project that relate to contractor competence and experience.

Razorback LLC, through communication with Sanibel Public Works, has indicated that they have the ability to obtain Florida state certification as a general contractor as well as provide evidence of compliance with the technical specifications set forth by Arnold Sanders Consulting Engineering Inc.

The second low bidder for the project, Spectrum Contracting Inc, is already licensed with the state of Florida as a certified general contractor. Spectrum submitted a bid of \$287,887.00 (also within the approved budget of \$300,000 plus the \$50,000 state grant).

As a result, Sanibel Public Works recommends that council authorize conditional award of Sanibel Lighthouse rehabilitation project to Razorback LLC, the low bidder, in the amount of \$269,563.00 and authorize City Manager to execute contract with the following conditions: a) By 4:00 pm Friday, May 3, 2013, Razorback LLC must provide Sanibel Public Works evidence of possession of a State of Florida General Contractor's License and b) By 4:00 pm Friday, May 3, 2013, Razorback LLC must provide documentation of compliance with Technical Specifications Section 05 01 70.91 Part 1

1.6.A.2; Section 05 50 00 Part 1 1.6.A.2; and Section 09 91 13 Part 1 1.4.A of the bid documents (relating to experience) which must be reviewed and approved by Arnold Sanders Consulting Engineering Inc, the structural design engineer for the project prior to 4:00 pm Monday, May 6. Should the conditions placed on Razorback LLC not be fulfilled by Razorback LLC, the Department recommends that Razorback LLC shall be deemed immediately rejected by City Council and the bid and award of Sanibel Lighthouse rehabilitation project shall be deemed immediately awarded to Spectrum Contracting, Inc, the second low bidder, in the amount of \$287,887.00 and the City Manager authorized to execute contract.

cc: City Attorney Ken Cuyler
Finance Director Sylvia Edwards

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2013 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **Sanibel Lighthouse Rehabilitation Project**.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within NINETY (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$ _____, said amount being the total unit price sum as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Proposal
 - D. Agreement
 - E. General Conditions
 - F. Performance and Payment Bond
 - G. Notice of Award
 - H. Notice to Proceed
 - I. Change Order
 - J. Plans prepared by Arnold/Sanders Consulting Engineers, Inc.
 - K. Specifications prepared by City of Sanibel and Arnold/Sanders Consulting Engineers, Inc.

L. ADDENDA: none

No. _____, dated _____.

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

(SEAL)

CONTRACTOR _____.

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

Approved as to form

City Attorney

THE CITY OF SANIBEL - SANIBEL LIGHTHOUSE REHABILITATION PROJECT

4-11-13

Bid opening on 4-11-13 at 2:30 pm, project duration is 90 days

SANIBEL LIGHTHOUSE REHABILITATION PROJECT:

Item No.	Quantity	Unit	Description	Razorback LLC		Spectrum Contracting, Inc.		E & D Contracting Services, Inc.		
				Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$	
1	1	LS	Mobilization (including but not limited to tools, equipment, temporary storage, facilities, disposals, lead paint abatement, scaffolding, and travel)	\$132,000.00	\$132,000.00	\$110,908.00	\$110,908.00	\$87,615.00	\$87,615.00	
2	1	LS	Excavation and replacement of existing soils to expose all surfaces of cast iron structure	\$7,200.00	\$7,200.00	\$3,750.00	\$3,750.00	\$10,461.00	\$10,461.00	
3	1	LS	Removal and proper disposal of existing exterior lead based paint coating	\$5,400.00	\$5,400.00	\$103,530.00	\$103,530.00	\$68,153.00	\$68,153.00	
4	1	LS	Entry landing grating removal, fabrication and installation	\$6,387.00	\$6,387.00	\$8,355.00	\$8,355.00	\$4,308.00	\$4,308.00	
5	1	LS	Entry landing guardrail removal, fabrication and installation	\$7,233.00	\$7,233.00	\$3,070.00	\$3,070.00	\$7,385.00	\$7,385.00	
6	1	LS	Entry Landing ladder repairs, fabrication and hand rail installation	\$4,330.00	\$4,330.00	\$2,343.00	\$2,343.00	\$2,308.00	\$2,308.00	
7	1	LS	Entry door and hardware removal, fabrication and installation	\$13,880.00	\$13,880.00	\$7,562.00	\$7,562.00	\$7,385.00	\$7,385.00	
8	1	LS	Repair to entry door stop	\$1,600.00	\$1,600.00	\$406.00	\$406.00	\$1,478.00	\$1,478.00	
9	1	LS	Removal, repair and reinstallation of Watchroom door	\$13,200.00	\$13,200.00	\$900.00	\$900.00	\$5,846.00	\$5,846.00	
10	1	LS	Removal, fabrication and reinstallation of all parapet cornices	\$17,233.00	\$17,233.00	\$5,156.00	\$5,156.00	\$13,846.00	\$13,846.00	
11	1	LS	Repair to lantern room window sills	\$4,300.00	\$4,300.00	\$1,750.00	\$1,750.00	\$5,539.00	\$5,539.00	
12	20	EA	Removal and replacment of corroded cotter pins	\$120.00	\$2,400.00	\$137.50	\$2,750.00	\$46.00	\$920.00	
13	20	EA	Removal and replacment of corroded bolts	\$150.00	\$3,000.00	\$281.25	\$5,625.00	\$46.00	\$920.00	
14	50	SF	Nonstructural surface patching of exterior walls	\$106.00	\$5,300.00	\$6.98	\$349.00	\$25.00	\$1,250.00	
15	10	LF	Structural welding	\$480.00	\$4,800.00	\$175.00	\$1,750.00	\$77.00	\$770.00	
16	1	LS	Installation of sealants	\$2,650.00	\$2,650.00	\$1,150.00	\$1,150.00	\$6,461.00	\$6,461.00	
17	1	LS	Application of primer, epoxy and polyurethane coating (Exterior Painting)	\$30,450.00	\$30,450.00	\$26,733.00	\$26,733.00	\$83,076.00	\$83,076.00	
18	1	LS	Application of primer, epoxy and polyurethane coating (Incidental Interior Painting)	\$8,200.00	\$8,200.00	\$1,800.00	\$1,800.00	\$1,231.00	\$1,231.00	
PROJECT TOTAL=						\$269,563.00		\$287,887.00		\$308,952.00

THE CITY OF SANIBEL - SANIBEL LIGHTHOUSE REHABILITATION PROJECT

4-11-13

Bid opening on 4-11-13 at 2:30 pm, project duration is 90 days

SANIBEL LIGHTHOUSE REHABILITATION PROJECT:

Item No.	Quantity	Unit	Description	Southern Road & Bridge, LLC		Florida Service Painting, Inc., dba Service Painting of Florida		CSJ of SWFL, Inc.	
				Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$
1	1	LS	Mobilization (including but not limited to tools, equipment, temporary storage, facilities, disposals, lead paint abatement, scaffolding, and travel)	\$30,000.00	\$30,000.00	\$113,000.00	\$113,000.00	\$284,758.16	\$284,758.16
2	1	LS	Excavation and replacement of existing soils to expose all surfaces of cast iron structure	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00	\$5,800.00	\$5,800.00
3	1	LS	Removal and proper disposal of existing exterior lead based paint coating	\$95,000.00	\$95,000.00	\$89,800.00	\$89,800.00	\$8,132.00	\$8,132.00
4	1	LS	Entry landing grating removal, fabrication and installation	\$8,600.00	\$8,600.00	\$9,200.00	\$9,200.00	\$7,935.00	\$7,935.00
5	1	LS	Entry landing guardrail removal, fabrication and installation	\$6,000.00	\$6,000.00	\$6,900.00	\$6,900.00	\$5,980.00	\$5,980.00
6	1	LS	Entry Landing ladder repairs, fabrication and hand rail installation	\$4,200.00	\$4,200.00	\$6,100.00	\$6,100.00	\$5,290.00	\$5,290.00
7	1	LS	Entry door and hardware removal, fabrication and installation	\$34,000.00	\$34,000.00	\$14,400.00	\$14,400.00	\$12,420.00	\$12,420.00
8	1	LS	Repair to entry door stop	\$2,000.00	\$2,000.00	\$670.00	\$670.00	\$575.00	\$575.00
9	1	LS	Removal, repair and reinstallation of Watchroom door	\$4,500.00	\$4,500.00	\$6,300.00	\$6,300.00	\$5,290.00	\$5,290.00
10	1	LS	Removal, fabrication and reinstallation of all parapet cornices	\$15,000.00	\$15,000.00	\$23,700.00	\$23,700.00	\$20,470.00	\$20,470.00
11	1	LS	Repair to lantern room window sills	\$5,600.00	\$5,600.00	\$10,400.00	\$10,400.00	\$8,970.00	\$8,970.00
12	20	EA	Removal and replacment of corroded cotter pins	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$203.00	\$4,060.00
13	20	EA	Removal and replacment of corroded bolts	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$115.00	\$2,300.00
14	50	SF	Nonstructural surface patching of exterior walls	\$350.00	\$17,500.00	\$65.00	\$3,250.00	\$57.50	\$2,875.00
15	10	LF	Structural welding	\$500.00	\$5,000.00	\$700.00	\$7,000.00	\$1,000.00	\$10,000.00
16	1	LS	Installation of sealants	\$6,800.00	\$6,800.00	\$9,000.00	\$9,000.00	\$1,092.00	\$1,092.00
17	1	LS	Application of primer, epoxy and polyurethane coating (Exterior Painting)	\$125,000.00	\$125,000.00	\$65,000.00	\$65,000.00	\$14,936.00	\$14,936.00
18	1	LS	Application of primer, epoxy and polyurethane coating (Incidental Interior Painting)	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$3,200.00	\$3,200.00
PROJECT TOTAL=						\$379,200.00		\$381,520.00	\$404,083.16

THE CITY OF SANIBEL - SANIBEL LIGHTHOUSE REHABILITATION PROJECT

4-11-13

Bid opening on 4-11-13 at 2:30 pm, project duration is 90 days

SANIBEL LIGHTHOUSE REHABILITATION PROJECT:

Item No.	Quantity	Unit	Description	Jencraft Construction Management, Inc.		Pen Gulf, Inc.		Compass Construction, Inc.	
				Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$
1	1	LS	Mobilization (including but not limited to tools, equipment, temporary storage, facilities, disposals, lead paint abatement, scaffolding, and travel)	\$141,800.00	\$141,800.00	\$106,800.00	\$115,155.00	\$54,000.00	\$54,000.00
2	1	LS	Excavation and replacement of existing soils to expose all surfaces of cast iron structure	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$15,100.00	\$15,100.00
3	1	LS	Removal and proper disposal of existing exterior lead based paint coating	\$147,000.00	\$147,000.00	\$181,705.00	\$181,705.00	\$246,000.00	\$246,000.00
4	1	LS	Entry landing grating removal, fabrication and installation	\$7,900.00	\$7,900.00	\$14,220.00	\$14,220.00	\$12,150.00	\$12,150.00
5	1	LS	Entry landing guardrail removal, fabrication and installation	\$5,800.00	\$5,800.00	\$10,515.00	\$10,515.00	\$10,981.65	\$10,981.65
6	1	LS	Entry Landing ladder repairs, fabrication and hand rail installation	\$5,100.00	\$5,100.00	\$10,410.00	\$10,410.00	\$8,634.00	\$8,634.00
7	1	LS	Entry door and hardware removal, fabrication and installation	\$12,300.00	\$12,300.00	\$11,330.00	\$11,330.00	\$17,700.00	\$17,700.00
8	1	LS	Repair to entry door stop	\$750.00	\$750.00	\$2,430.00	\$2,430.00	\$1,988.00	\$1,988.00
9	1	LS	Removal, repair and reinstallation of Watchroom door	\$5,200.00	\$5,200.00	\$2,490.00	\$2,490.00	\$9,010.00	\$9,010.00
10	1	LS	Removal, fabrication and reinstallation of all parapet cornices	\$17,800.00	\$17,800.00	\$5,080.00	\$5,080.00	\$29,872.00	\$29,872.00
11	1	LS	Repair to lantern room window sills	\$9,000.00	\$9,000.00	\$2,590.00	\$2,590.00	\$10,500.00	\$10,500.00
12	20	EA	Removal and replacment of corroded cotter pins	\$125.00	\$2,500.00	\$119.50	\$2,390.00	\$400.00	\$8,000.00
13	20	EA	Removal and replacment of corroded bolts	\$125.00	\$2,500.00	\$129.50	\$2,590.00	\$197.00	\$3,940.00
14	50	SF	Nonstructural surface patching of exterior walls	\$50.00	\$2,500.00	\$89.60	\$4,480.00	\$100.00	\$5,000.00
15	10	LF	Structural welding	\$1,000.00	\$10,000.00	\$239.00	\$2,390.00	\$850.00	\$8,500.00
16	1	LS	Installation of sealants	\$12,000.00	\$12,000.00	\$16,260.00	\$16,260.00	\$6,500.00	\$6,500.00
17	1	LS	Application of primer, epoxy and polyurethane coating (Exterior Painting)	\$78,000.00	\$78,000.00	\$85,500.00	\$85,500.00	\$89,270.00	\$89,270.00
18	1	LS	Application of primer, epoxy and polyurethane coating (Incidental Interior Painting)	\$9,500.00	\$9,500.00	\$25,450.00	\$25,450.00	\$10,776.00	\$10,776.00
PROJECT TOTAL=					\$472,150.00		\$497,185.00		\$547,921.65

THE CITY OF SANIBEL - SANIBEL LIGHTHOUSE REHABILITATION PROJECT

4-11-13

Bid opening on 4-11-13 at 2:30 pm, project duration is 90 days

SANIBEL LIGHTHOUSE REHABILITATION PROJECT:

Item No.	Quantity	Unit	Description	TMI Coatings, Inc.		West Coast Florida Enterprises, Inc.	
				Unit Price \$	Extended Price \$	Unit Price \$	Extended Price \$
1	1	LS	Mobilization (including but not limited to tools, equipment, temporary storage, facilities, disposals, lead paint abatement, scaffolding, and travel)	\$35,000.00	\$35,000.00	\$115,457.00	\$125,537.00
2	1	LS	Excavation and replacement of existing soils to expose all surfaces of cast iron structure	\$6,500.00	\$6,500.00	\$12,490.00	\$12,490.00
3	1	LS	Removal and proper disposal of existing exterior lead based paint coating	\$274,000.00	\$274,000.00	\$300,000.00	\$300,000.00
4	1	LS	Entry landing grating removal, fabrication and installation	\$13,000.00	\$13,000.00	\$8,280.00	\$8,280.00
5	1	LS	Entry landing guardrail removal, fabrication and installation	\$11,000.00	\$11,000.00	\$6,240.00	\$6,240.00
6	1	LS	Entry Landing ladder repairs, fabrication and hand rail installation	\$10,000.00	\$10,000.00	\$5,520.00	\$5,520.00
7	1	LS	Entry door and hardware removal, fabrication and installation	\$14,700.00	\$14,700.00	\$12,960.00	\$12,960.00
8	1	LS	Repair to entry door stop	\$700.00	\$700.00	\$600.00	\$600.00
9	1	LS	Removal, repair and reinstallation of Watchroom door	\$6,300.00	\$6,300.00	\$5,520.00	\$5,520.00
10	1	LS	Removal, fabrication and reinstallation of all parapet cornices	\$24,000.00	\$24,000.00	\$21,360.00	\$21,360.00
11	1	LS	Repair to lantern room window sills	\$10,600.00	\$10,600.00	\$9,360.00	\$9,360.00
12	20	EA	Removal and replacment of corroded cotter pins	\$270.00	\$5,400.00	\$240.00	\$4,800.00
13	20	EA	Removal and replacment of corroded bolts	\$140.00	\$2,800.00	\$120.00	\$2,400.00
14	50	SF	Nonstructural surface patching of exterior walls	\$70.00	\$3,500.00	\$60.00	\$3,000.00
15	10	LF	Structural welding	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00
16	1	LS	Installation of sealants	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00
17	1	LS	Application of primer, epoxy and polyurethane coating (Exterior Painting)	\$150,800.00	\$150,800.00	\$62,000.00	\$62,000.00
18	1	LS	Application of primer, epoxy and polyurethane coating (Incidental Interior Painting)	\$4,000.00	\$4,000.00	\$6,200.00	\$6,200.00
PROJECT TOTAL=					\$586,800.00		\$601,767.00

RESOLUTION 13-041

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2013-030 AND
PROVIDING AN EFFECTIVE DATE**

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Beach Parking Fund for fiscal year 2012-2013, Budget Amendment/Transfer BA 2013-030 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 7th day of May 2013.

AUTHENTICATION:

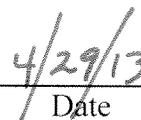
Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney



Date

Vote of Councilmembers:

Ruane _____
Congress _____
Denham _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____



FLORIDA DEPARTMENT OF STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

April 5, 2013

Mr. Keith Williams
Public Works Director
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

RE: Grant No. S1333, "Sanibel Lighthouse Restoration Project," Grant Award Agreement

Dear Mr. Williams:

I am enclosing an original signed copy of the Grant Award Agreement for Grant No. S1333. If you have any further questions, please do not hesitate to contact me at (850) 245-6333 or andrew.waber@dos.MyFlorida.com. We appreciate your continued interest in preserving Florida's historical heritage.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Waber".

Andrew Waber
Historic Sites Specialist
Survey & Registration Section

Enclosure



DIVISION OF HISTORICAL RESOURCES
R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: 850.245.6300 • Facsimile: 850.245.6436 • www.flheritage.com
Commemorating 500 years of Florida history www.fla500.com



Historic Preservation Grant Award Agreement
Development Project Grants (Matching)
Grant No. S1333

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the City of Sanibel, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the Grantee, relative to the Sanibel Lighthouse Restoration Project Project, hereinafter referred to as the Project.

The Department is responsible for the administration of grants-in-aid assistance for historic preservation purposes under the provisions of Section 267.0617, Florida Statutes. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with Chapter 1A-39 Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Pursuant to Line Item Number 3143, contained in the 2012 - 2013 General Appropriations Act, Ch. HB-5001, Laws of Florida, the Department enters into this Agreement with the Grantee under grant number S1333, for the purposes as described in Section I. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of \$50,000.00 (fifty thousand dollars) have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

I. The Project shall include the following Approved Scope of Work:

Repair for continued use as a light house. Work shall include:

- A. Removal and replacement of deteriorated structural steel. Steel shall replicated historic appearance;
- B. Repair of steel doors;
- C. Lead abatement;
- D. Painting;
- E. Construction Mobilization; and
- F. Architectural services, construction documents and construction contract administration by City of Sanibel.

II. Approved Project Budget.

A. In carrying out individual work items within the Approved Scope of Work, expenditures of grant funds and contributions of match resources shall be consistent with the following Approved Project Budget:

Item #	Work Item Description	Grant Amount	Match Amount	Match Type	Total Work Item Cost
1	Lighthouse painting which includes removal of lead-based paint coating	\$15,000.00	\$60,000.00	Cash	\$75,000.00
2	Removal and replacement of deteriorated structural steel	\$20,000.00	\$20,000.00	Cash	\$40,000.00
3	Steel door repairs	\$10,000.00	\$15,000.00	Cash	\$25,000.00
4	Mobilization	\$5,000.00	\$5,000.00	Cash	\$10,000
	TOTAL	\$50,000.00	\$100,000.00		\$150,000.00

B. Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Approved Project Budget with a written explanation for the reason(s) for deviation(s) from the original Approved Project Budget to the Department for review and written approval.

2013 APR - 11 4 31 PM
HISTORICAL ARCHIVES
FEC
EHR

III. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING SMALL MATCHING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** attached as Attachment A hereto; *Chapter 1A-39, Florida Administrative Code*; and the following specific conditions:

- A. This grant becomes effective on **July 1, 2012** and ends on **August 31, 2013**. This agreement must be signed by the grantee and received in Department offices by **April 1, 2013** to avoid forfeiture of award. Project initiation (encumbrance of funds), as evidenced by grantee execution of a binding contract for all of the Approved Scope of Work in Section I above, shall occur by **June 1, 2013**. All grant funds and match shall be expended and all project work shall be completed by **August 31, 2013**.
- B. The Grantee agrees to submit the Final Products and the "Final Project Progress & Expenditure Report" incorporated herein by reference and available online at www.flheritage.com/grants, as specified in Attachment A, Part II, Subparagraph B.2., by **September 10, 2013**. No costs incurred prior to July 1, 2012 are eligible for payment from grant funds. No costs incurred after August 31, 2013 are eligible for payment.
- C. Encumbrance Deadline Exception: For projects not involving contract services (e.g., archaeological or other research projects conducted by universities, projects conducted by staff within State Parks, or small development projects involving repairs undertaken by volunteers), the grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- D. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.
- E. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.
- F. The Grantee shall designate a Project Manager to serve as liaison with the Department for all administrative requirements set forth in this Agreement. The designated Project Manager for the Project is:

Name: KEITH WILLIAMS Title: PUBLIC WORKS DIRECTOR
 Mailing Address: 800 DUNLOP ROAD
 City: SANIBEL Zip Code: 33957
 Daytime Telephone: 239-472-6397 FAX: 239-472-6041
 e-mail: KEITH.WILLIAMS@mysanibel.com

G. The Grantee shall submit a Project Schedule to the Department by June 1, 2013. The Project Schedule shall include but not be limited to the estimated milestone dates indicated in 1, 2 or 3 below, as applicable. It shall be the responsibility of the Grantee to provide Department grants staff with timely update of the Project Schedule if adjustment becomes necessary.

1. For **Acquisition and Development** projects: Date of architect selection, date of execution for architectural and engineering services agreement, date of completion of construction documents, bid

date, contractor selection date, date of notice to proceed for construction, and date of substantial completion.

2. For **Survey and Planning** projects: Date of consultant RFP/RFQ solicitation, date of consultant selection, date of consultant contract execution, date of initiation of fieldwork, date of completion of fieldwork, and date of submission of draft product(s) to the Department for review and approval, date of submission of final product(s).
 3. For **Community Education** projects: Date of consultant/vendor solicitation, date of manuscript completion, date of graphic design completion, date of submission of draft product(s) to the Department for review and approval, printing bid date, delivery of final product.
- H. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution, as specified in Attachment A, Part II, Subparagraph A.3.g. (3); and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- I. For **Acquisition & Development** projects, the Grantee shall submit architectural planning documents to the Department for review and approval on the schedule indicated in Subsection VI.C. Construction documents (plans and specifications) for the project shall be approved in writing by the Department prior to the execution of any contract for construction work.
- J. For **Acquisition & Development** projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction requiring construction of new foundations, installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
1. The architect or engineer shall ensure the following:
 - (a) Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - (b) If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of Project ground disturbing activities on significant archaeological resources.
 - (c) Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - (d) When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the Secretary of the Interiors' Professional Qualification Standards for Archeology (available online at www.nps.gov/history/local-law/arch_stnds_9.htm).

- (e) Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, available online at www.nps.gov/history/local-law/arch_stnds_7.htm, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.
2. With prior written approval from the Department, archaeological consulting services costs required to identify and evaluate archaeological resources in areas of ground disturbance, and required to carry out the provisions of an approved mitigation plan, will be eligible for grant expenditure or contribution to the required match.
- K. For **Survey and Planning** and **Community Education** projects, the Grantee shall submit complete proposal solicitation documents, including specifications, to the Department for review and approval prior to the execution of any contracts.
- L. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.
- M. The Grantee shall coordinate consultation between its professional consultants and appropriate Department staff representatives as necessary to assure mutual understanding of and agreement on the objectives, requirements, and limitations of the Project in relation to the State Historic Preservation Program.
- N. The Department shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of *Chapter 119, Florida Statutes*, and made or received by the Grantee in conjunction with this Agreement.
- O. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's prior written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses for airfare, vehicle rental, mileage and lodging to be reimbursed in accordance with *Section 112.061, Florida Statutes*. Per diem for meals is not an allowable grant expenditure or contribution to the required match.
- P. The Grantee recognizes that the State of Florida, pursuant to *Section 212.08(6), Florida Statutes*, is not required to pay taxes on any goods or services that may be provided to it pursuant to this Agreement.
- Q. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.
- R. All project work must be in compliance with the **Secretary of the Interior's Standards** available online at www.nps.gov/history/standards.htm.
- S. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, disability, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
- T. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- U. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.

- V. The products of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.
- IV. The Department agrees to pay the Grantee for 50% of the Grantee's total cash expenditures and donated values, so long as the Grantee's cash expenditures, documented by complete Project Progress and Expenditure Reports, equal or exceed the amount of donated values, up to a maximum payment of **\$50000.00 (fifty thousand dollars)**. If the donated values exceed the amount of cash expenditures, the Department shall only pay the Grantee for 100% of actual cash expenditures up to a maximum payment of **\$50000.00 (fifty thousand dollars)**.
- A. Grantees may elect for disbursement of grant funds on one of two schedules as described in 1. and 2. below. This election must be made upon execution of this agreement and, once made, may not be changed during the course of the Project. **Requests for payment must be submitted in writing to the Department by the Grantee on the Payment Request Form (Form HR3E1208PRF)**, effective October 14, 2009, incorporated herein by reference and available online at www.flheritage.com/grants. The Grantee must check the box below to indicate the disbursement schedule elected for the Project:

Advance Disbursement Reimbursement

1. **Advance Disbursement** – Grant funds are paid in five installments of 25%, 25%, 25%, 15% and 10%, respectively, subject to release of state appropriation to the Department. The release schedule may be adjusted by the Department with prior notice to the Grantee. The Grantee shall invest any advanced grant funds in an interest bearing checking account, and interest earned on such investments shall be returned to the Department in a single payment to be included with the Final Project Progress and Expenditure Report.
 - (a) Installment 1 (25% of grant award amount) may be requested by the Grantee upon receipt by the Department of the following documents: (a) two original signed copies of this Agreement and signed Attachment A cover statement, (b) one original signed copy of the Preservation Agreement (DHR Form HR3E1208PASM) incorporated herein by reference and available online at www.flheritage.com/grants (if applicable), (c) a copy of the required Project Schedule, and (d) a copy of the Request for Qualifications (RFQ) or Request for Proposals (RFP) required for project initiation, as applicable. No grant funding will be released prior to Department review and approval of these documents.
 - (b) Installment 2 (25% of the grant award amount) may be requested by the Grantee upon Grantee execution and Department receipt of a binding contract for all or part of the Approved Scope of Work described in Section 1 above. Installment 2 grant funding will not be released prior to Department review and approval of a copy of executed binding contracts for all or part of the Approved Scope of Work.
 - (c) Installment 3 (25% of the grant award amount) may be requested by the Grantee upon Department receipt of documentation confirming encumbrance by binding contract(s) of 100% of the Approved Scope of Work or expenditure of 30% of the total grant award. Installment 3 grant funding will not be released prior to Department review and approval of the specified expenditure documentation, which must conform to the requirements of the quarterly Project Progress and Expenditure Report form.
 - (d) Installment 4 (15% of the grant award amount) may be requested by the Grantee upon Department receipt of documentation confirming Grantee expenditure of (a) a minimum of 50% of the grant funds released in previous installments, and (b) a minimum expenditure of 50% of the match for the Project. Installment 4 grant funding will not be released prior to Department review and approval of the specified expenditure documentation, which must conform to the requirements of the Small Matching Grant Project Progress and Expenditure Report (Form HR3E1208PERSM, effective October 14, 2009, incorporated herein by reference and available online at www.flheritage.com/grants).

- (e) The Final Installment (10% of the grant award amount) is a retainage amount, which may be requested by the Grantee upon completion of the Project and will be released by the Department only after receipt, review and approval of (a) any final Project products required in the Approved Scope of Work and (b) the Final Project Progress and Expenditure Report (included in DHR Form HR3E1208PERSM). The Final Project Progress and Expenditure Report must clearly document Grantee expenditure of the full amount of the grant award and the full match amount. For the purpose of this provision, "expenditure" shall mean that all goods and services have been delivered, invoiced, and approved by the Department. While proof of payment is not required for request of the 10% retainage amount, such proof of payment must be submitted to the Department within thirty (30) days after the date of issuance of the state warrant for the final grant payment.
2. **Reimbursement** – The Grantee may request reimbursement of expenditures as documented in each required Quarterly Project Progress and Expenditure Report. **All requests for reimbursement must document expenditure of match resources in substantially equal portion to grant funds expended for the reporting period.** More frequent Project Progress and Expenditure Reports may be submitted if a shorter reimbursement schedule is necessitated by rapid Project progress and/or a higher rate of expenditure.
 3. The disbursement schedules in both 1. and 2. above shall be subject to any special conditions required by the Office of the Chief Financial Officer of the State of Florida. **The Department reserves the right to withhold payment if the Grantee fails to provide Quarterly Project Progress and Expenditure Reports or is otherwise found to be in violation of any term(s) of this Agreement or other Agreements with the Department.**
 4. The Grantee shall submit a complete Quarterly Project Progress and Expenditure Report each quarter on the schedule provided by the Department for the duration of the Project. All such reports shall provide accurate information regarding the status of project work, as well as accurate funding expenditure information. Reports that are incomplete or do not contain accurate information will not be approved and further grant payment requests will not be processed.
 5. The Department shall evaluate all payment requests based on the status of project work and compliance with the reporting and procurement requirements of this Agreement. Payment for project costs will also be contingent upon all authorized project work being in compliance with the aforementioned Secretary of the Interior's Standards, and approval of the grant assisted work by the Department. The total of grant funds transferred to the grantee following final Project completion, including all funds previously transferred in incremental payments, shall not exceed the amount of the grantee's actual cash expenditures in payment of allowable project costs.
 6. The Department shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the Grant Period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Historic Grant Award Agreement and multiplying the product by the grant award amount indicated in the Historic Grant Award Agreement.
- V. Consistent with the grant funding expenditure threshold indicated in Attachment B, Part II, paragraph 1, each grantee, other than a grantee which is a State agency, shall submit to an audit pursuant to *Section 215.97, Florida Statutes*.
- A. All audits as described above shall be submitted within six (6) months of the close of the Grantee's fiscal year, or within six (6) months of the ending of the Grant Period. All audits or attestations must cover each of the Grantee's fiscal years for which grant funds were received or expended under this Agreement.

- B. Grantees shall sign and return to the Department one original copy of Attachment B, which refers to the responsibility of the Grantee under the *Florida Single Audit Act*.
- C. The Grantee shall complete the *Florida Single Audit Act Certification* included in the Quarterly Project Progress and Expenditure Report. Completion of this certification is required for each reporting period for the duration of the Project.
- VI. The Grantee shall submit all contracts for professional services (architecture, engineering or consultant services) to the Department for review and approval prior to final execution by the Grantee. In addition to the review submissions indicated in Subsection III.A. above, the Grantee shall also submit (a) architectural planning documents in accordance with the schedule in Subsection V.C., as applicable, (b) copies of all contracts for the procurement of goods and services relating to the project work, and (c) copies of all proposed change orders or amendments to said contracts to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- A. The *Special Conditions of Contract* included as Attachment C hereto **shall be included in all contracts for goods and services associated with this Project**. These provisions require that:
1. All consultants, design professionals, contractors and subcontractors comply with federal Equal Employment Opportunity legislation;
 2. All contracts for goods and services include provisions for retention and Department access to Project-related records;
 3. All contracts for goods and services include specification of Project duration; and
 4. All contracts for goods and services include provisions for contract termination in accordance with this Agreement.
- B. These Special Conditions of Contract may be attached and made part of each agreement for architectural, engineering, consultant or construction services, or other vendor contracts. Alternatively, the provisions in Attachment C hereto may be incorporated into the body of each such agreement.
- C. Pursuant to *Section 267.031(5)(f), Florida Statutes*, the Grantee shall provide the Department an opportunity to review and approve architectural documents for **Acquisition & Development** projects at the following points in their development:
1. Upon completion of **schematic design**;
 2. Upon completion of **design development and outline specifications**; and
 3. Upon completion of **working drawings and specifications**, prior to execution of the construction contract.
- VII. For all **Acquisition & Development** projects, except as exempted below, execution of the Preservation Agreement referenced in Subsection IV. A.1(a) above is required. By executing the Preservation Agreement, the Grantee agrees to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of **five years** from the date of execution. **No grant funds will be released prior to Department receipt of one original signed and notarized copy of the completed Preservation Agreement.** Exceptions to this requirement are projects involving only planning, properties owned by the State of Florida or the Federal Government, museum exhibits or archaeological sites.

- VIII. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.
- VIV. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- X. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- XI. Each grantee, other than a grantee which is a State agency, agrees that, its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Each grantee, other than a grantee which is a State agency, is not entitled to accrue any benefits including retirement benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- XII. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

- XIII. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with *Chapter 1A-39, Florida Administrative Code*. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to *Section 20.06, Florida Statutes*, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.
- XIV. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the Department.
- XV. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:
- A. Suspension. Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.
1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually thirty (30) calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
 2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
 3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within thirty (30) calendar days of receipt of such notification by the Grantee.
- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with the Division of Historical Resources or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have fifteen (15) calendar days to cure the default, unless it is determined by the

Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.

- 2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- 3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee for the Department's share of the noncancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

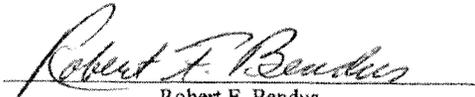
XVI. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to **800 Dunlop Road, Sanibel, Florida 33957** for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.

XVII. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.

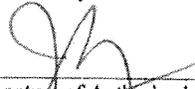
XVIII. This instrument and the Attachments hereto embody the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No change or addition to this Agreement and the Attachments hereto shall be effective unless in writing and properly executed by the parties.

All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

DEPARTMENT OF STATE


 Robert F. Bendus
 Director, Division of Historical Resources
 4/4/13
 Date

City of Sanibel


 Signature of Authorized Official
 Judith A. Cimpruz
 Typed Name of Authorized Official
 City Manager
 Typed Title of Authorized Official
 3/6/2013
 Date

DOS Form No. HR3E1208GAASM
Effective October 14, 2009
Reference: Rule 1A-39.009(1)(b), FAC

APPROVED AS TO FORM:
 APPROVED FINANCIAL EFFICIENCY
 Silvia A. Edwards, Finance Director
 CITY ATTORNEY

Historic Preservation Grant Award Agreement

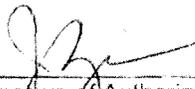
Attachment A (Cover Sheet)

General and Special Conditions Governing Matching Grants and Administrative Instructions for Historic Preservation Project Accountability

Grant #S1333

Sanibel Lighthouse Restoration Project

I have read, understand, and recognize that Attachment A is a legally binding part of my Grant Award Agreement and that its provisions shall be enforced.



Signature of Authorized Official
Judith A. Zimroz

Typed or Printed Name of Authorized Official
City Manager

Typed or Printed Title of Authorized Official
3/17/2013

Date



Signature of Project Manager
KEITH WILLIAMS

Typed or Printed Name of Project Manager
PUBLIC WORKS DIRECTOR

Typed or Printed Title of Project Manager
3/6/2013

Date

Please sign and return this cover sheet with your signed Grant Award Agreement.

State of Florida
Department of State
Division of Historical Resources

October 11, 2000

ATTACHMENT B

Small Matching Grant Number: S1333

FLORIDA SINGLE AUDIT ACT REQUIREMENTS**AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. 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 I to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. 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 OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. 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 elects 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 resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

Federal Office of Management and Budget Circulars Index

<http://www.whitehouse.gov/omb/grants/index.html> - circulars

Governor's Office Initiatives, Florida Single Audit Act

<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

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

A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5. Recipients, when submitting financial reporting packages to the Department of State 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, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

- 1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

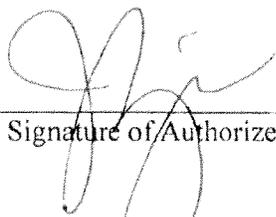
Florida Department of State Historic Preservation Grants, CSFA Number 45.031
Award Amount: ().

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CFDA Number 45.031.

The Grantee has read this Addendum to the Grant Award Agreement and has affixed their signature:

City of Sanibel



Signature of Authorized Official

Judith A. Crocenza, City Manager
Typed Name and Title of Authorized Official