

CONTRACT FOR SERVICES
BAI PROJECT NO. BAIJ03120.01

THIS AGREEMENT, made and entered into this 26th day of January, 2004, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY"), and BLAND & ASSOCIATES, INC., (hereinafter referred to as "BAI"), a corporation authorized to do business in the State of Florida at Gates of Southpoint, 7035 Phillips Highway, Suite 5-129, Jacksonville, Florida 32216; hereinafter referred to as BAI.

WITNESSETH

WHEREAS, BAI agrees to execute the services described below for the specified fee and as contained in Exhibit "A"; and

WHEREAS, the Historic Preservation Grant Award Agreement is attached hereto as Exhibit "A" and shall become part of this contract; and

NOW, THEREFORE in consideration of Ten Dollars and No/100 (\$10.00) and other mutually agreed upon consideration, the receipt of which and the adequacy of which are mutually acknowledged, it is mutually covenanted, promised and agreed by the parties hereto as follows:

- The work performed by BAI shall conform to the requirements set forth in Exhibit "A", as attached.
- Progress reports shall be provided to the County with each invoice. Progress reports shall be in a form approved by the County.
- The County's representative regarding this contract shall be Eron Thompson, Grants Coordinator, whose address is 213 Nassau Place, Yulee, Florida 32097; telephone: (904) 321-5785.
- BAI will complete the work described in the scope of work which is outlined in the Grant Award Agreement, attached hereto as Exhibit "A", in a timely manner unless delayed by unavoidable factors beyond its control including, but not limited to, Acts of God. A delay due to such factors shall not be deemed a default on the part of BAI. The scope of work pursuant to the Agreement shall be completed by June 30, 2004.

- It is expressly understood by the parties that this undertaking is not a joint venture or partnership.

1.1 This contract shall terminate automatically upon completion by BAI of the services specified in this Agreement. This contract may be terminated by the County, with or without cause, immediately upon written notice to BAI. Unless BAI is in breach of this Agreement, BAI shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and, except as otherwise directed by the County, BAI shall: (1) Stop work on the date to the extent specified; (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) Transfer all work in process, completed work, and other material related to the terminated work to the County. BAI shall be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this Section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by BAI or by any of BAI's principals, partners, officers, or directors, or (d) failure to obey laws, ordinances, regulations, or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The County may so terminate this Agreement, in whole or in part, by giving BAI seven (7) calendar days' written notice.

- This Agreement shall be deemed null and void if not signed by the County within forty-five days of being signed by BAI.
- The County will provide BAI with all necessary information (maps, documents, etc.) and proper procedures (i.e. keys, combination codes, contact personnel information, etc.) in order for BAI to enter the project tract. The County assures BAI that it is legally authorized to enter and work upon the project tract.
- BAI will maintain insurance policies of at least \$1,000,000 for professional liability coverage, and other insurance the County deems necessary for the life of the project. Copies of all policies shall be provided to the County for review and approval prior to the execution of this

Agreement as a requirement of this Agreement. Said insurance shall be maintained during the term of this Agreement.

- BAI may subcontract some or all of the work described in the scope of work listed in Exhibit "A", as attached hereto, and may engage other outside services to complete such work. BAI shall be responsible for the accuracy of its work, including the work done by any of BAI's subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of BAI or its subcontractors without additional compensation from the County.
- BAI shall comply with any and all applicable Federal, state and local laws, ordinances, rules, and regulations as the same exist and may be amended from time to time. Such laws, rules, and regulations, include but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor(s), the provisions of this section shall be incorporated into and become a part of the subcontract.
- BAI will be provided with any specialized billing formats, programs, invoices, or any other considerations with the signed agreement, prior to the first BAI billing cycle of the project. BAI fees shall exclude any permit application fees, which are the responsibility of the County.
- Both parties acknowledge that the State of Florida must approve this Agreement prior to execution by the parties.
- BAI shall receive a Notice to Proceed from the County.
- Failure of BAI to comply with the terms of this Agreement and/or failure to satisfactorily complete the work as set forth in Exhibit A shall be considered as a breach of this Agreement. Should the county bring an action to enforce the terms of the Agreement and is the prevailing party, the County shall be entitled to costs including attorney's fees. Any action brought pursuant to this Agreement or any disputes shall not allow BAI to cease work on this project.
- BAI shall invoice the Clerk of the Court, with a copy to the County's Representative, every thirty (30) days. BAI shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the County's representative and the

Clerk of Courts or their designees in order to establish charges and to enable compensation therefore by the County of each such invoice within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, and any other such information as may be reasonable and necessary to first secure the written approval of the invoice by the County's representative or her designee, which shall then be forwarded to the Clerk of Courts. Each invoice shall contain a statement that is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

- Final payment for the services described herein is due upon completion of BAI services and approval of final product by the Florida Department of State.
- Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.
- The individual/officer/agent/official signing this Agreement certifies that the County has the ability to compensate BAI for the work described herein and that he or she is duly authorized to sign this document on behalf of the County.
- The individual/officer/agent/official signing this agreement certifies that BAI has the ability to perform the work and that the individual signing this Agreement has the authority to bind BAI. Further, the individual/officer/agent/official certifies that the Company and the individuals performing the work are qualified and have the authority to accomplish the requirements as set forth on Exhibit "A".

- Limitation of Liability. To the extent that the County asserts a claim against BAI for breach of this agreement or professional negligence in connection with the services provided by this agreement, the County agrees that BAI's liability pursuant to such claim shall not exceed the total amount of compensation paid to BAI pursuant to this Agreement.
- BAI is a Florida Corporation authorized to do business in Florida with its physical office located at Gates of South Point, 7035 Phillips Highway, Suite 5-129, Jacksonville, Florida 32216.
- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any alteration or deviation from the above specifications involving extra costs will only be executed upon the County's written orders for same, and will be charged to the County at BAI's then effective rates.
- The County shall pay to BAI the fixed fee amount of Sixty Thousand Dollars and No/100 (\$60,000) for the archaeological survey services for the unincorporated areas of Nassau County in accordance with the work to be performed in conformance with the requirements set forth in Exhibit "A".
- Appropriations necessary for the funding of this Agreement is based upon a grant from the State of Florida. If for any reason the State does not fund this grant either in its entirety or partially the county is not liable for payments to BAI.
- Nassau County, the Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Contractors shall be required to maintain all required records for FIVE years after Grantee makes final payment and all other pending matters are closed.
- BAI shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which BAI has

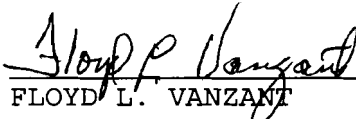
agreed to undertake by and through the covenants and provisions set forth in this Agreement.

- There are no damages for delay.
- Time is of the essence.

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 two (2) copies, each of which shall be deemed an original on the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



FLOYD L. VANZANT
Its: Chairman

ATTEST:



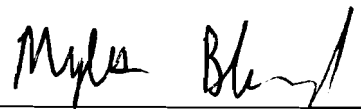
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLEN

BLAND AND ASSOCIATES, INC.



MYLES C. P. BLAND
Its: President



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State
DIVISION OF HISTORICAL RESOURCES

September 11, 2003

Ms. Vickie Samus
Nassau County Board of County Commissioners
213 Nassau Place
Yulee, FL 32097

RE: *Archaeological Survey of Unincorporated Nassau County Project*
Grant Number S0477

Dear Ms. Samus:

Enclosed is a fully executed copy of the Grant Award Agreement for the above referenced project. **Please note the effective starting date of the Grant Award Agreement is 09/11/03 and the ending date is 6/30/04. No costs incurred prior to this starting date or after the 6/30/04 ending date will be eligible for payment from grant funds.**

Please review the Agreement and Attachment A carefully, so that we may avoid any misunderstanding as to the required administrative procedures and documentation of project progress and costs. We invite your particular attention to the requirements for:

- 1) Solicitation for Contractors/Consultants Requirements
- 2) Approval by the Bureau for Consultant Contracts Prior to Execution
- 3) Investment of Surplus Grant Funds and Return of Interest
- 4) Acknowledgement of grant assistance for Federal and State Projects (Refer to Part 1,A.f. and Part 1,A.g of Attachment A of the Grant Award Agreement)

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
(850) 245-6300 • FAX: 245-6435

Archaeological Research
(850) 245-6444 • FAX: 245-6436

Historic Preservation
(850) 245-6333 • FAX: 245-6437

Historical Museums
(850) 245-6400 • FAX: 245-6433

Palm Beach Regional Office
(561) 279-1475 • FAX: 279-1476

St. Augustine Regional Office
(904) 825-5045 • FAX: 825-5044

Tampa Regional Office
(813) 272-3843 • FAX: 272-2340

PROGRESS and EXPENDITURE REPORTS

The schedule for submission of the Progress and Expenditure Reports for your project are as follows:

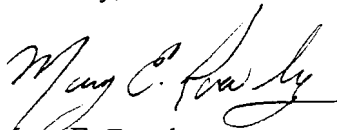
PERIOD	FIRST	SECOND	THIRD	FOURTH & FINAL
BEGIN DATE	09/11/03	10/1/03	1/1/04	4/1/04
END DATE	9/30/03	12/31/03	3/31/04	6/30/04
DUE DATE	10/31/03	1/31/04	4/30/04	7/31/04

It is important that your Progress and Expenditure Reports be submitted in a timely manner, and that any interest earned on surplus STATE or FEDERAL grant funds during a reporting period is properly documented. **Reports received after receipt deadline shall be considered late and may jeopardize future payments.**

Upon submission of your first Progress and Expenditure Report we will review it for project initiation and request the first "advance" payment. The next check will then be requested upon receipt, approval and need of the second and third Progress and Expenditure Reports. The final payment will be authorized upon submission and approval of the final product and the Final Progress and Expenditure Report. **The final payment will be released upon review and approval of all required documentation and cannot be requested before the submission of the final products and final Progress and Expenditure Report.**

I would be happy to answer any questions you may have regarding the administration of the grant. Please feel free to contact me at (850) 245-6333 or toll-free at (800) 847-7278 or via e-mail at mrowley@dos.state.fl.us. I look forward to working with you toward the successful completion of this project.

Sincerely,



Mary E. Rowley
Historic Preservation Planner
Bureau of Historic Preservation

Enclosure

EXHIBIT "A"

Historic Preservation Grant Award Agreement
Survey and Planning Grants - Advanced Payment
Grant No. S0477

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, relative to the Archaeological Survey of Unincorporated Nassau County Project, hereinafter referred to as the Project, and is entered into this 11 day of SEPTEMBER, 2003, and shall end on June 30, 2004.

The Department is responsible for the administration of grant-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-35, Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of thirty thousand dollars (\$30,000.00) have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

- I. The Project shall include the following authorized project work:
 - A. Conduct an Archaeological Survey of unincorporated Nassau County. Florida Master Site File Forms will be completed on all newly surveyed sites and updated on all previously recorded sites within the survey area. A Survey Log Sheet and Final Survey Report will be produced. Funds will be used to hire a consultant to perform the survey.
 - B. A draft of the Survey Report and five sample Florida Master Site File Forms, including photos and maps, per attachment B of the Grant Award Agreement, will be submitted to the Department no later than forty-five days prior to the end of the grant period for review and approval.
 - C. Two copies of the Final Survey Report with Survey Log Sheet and updated Florida Master Site File Forms, with accompanying photos and maps, will be submitted to the Department at the end of the grant period as final products.

- II. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** attached as Attachment "A", and Chapter 1A-35, Florida Administrative Code, and the following specific conditions:
 - A. The Grantee agrees to complete the Project by **June 30, 2004** and submit the Final Products and the Final Progress Report and Final Expenditure Report, as specified in Attachment "A", Part II, subparagraph B.2., within 30 days of completion of project work. No costs incurred prior to the commencement date of this Agreement are eligible for payment from grant funds. No costs incurred after the above project work completion date will be eligible for payment unless specifically authorized by the Department before the cost is incurred.
 - B. 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.

- C. 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.
- D. 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, 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.
- E. The Grantee shall submit complete bid documents, including plans and specifications, to the Department for review and approval prior to the execution of any contract for construction work.
- F. 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.
- G. 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.
- H. 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.
- I. 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 written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with Section 112.061, Florida Statutes.
- J. 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 which may be provided to it pursuant to this Agreement.
- K. 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.
- L. All project work must be in compliance with the **Secretary of the Interior's Standards for Identification and Evaluation and Preservation Planning.**

- M. 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, handicap, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
 - N. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
 - O. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.
 - P. Each grantee, other than a grantee which is a State agency, shall submit to an audit or submit an attestation statement pursuant to Section 216.349, Florida Statutes.
 - Q. The product 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.
- III. 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 equal or exceed the amount of donated values, up to a maximum payment of **thirty thousand dollars (\$30,000.00)**. 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 **thirty thousand dollars (\$30,000.00)**.

In order for any expenditure to qualify for payment, it must be properly documented, be for work performed during the term of the Agreement, and for a charge which is reasonable in amount and directly related to and necessary for the completion of the authorized project work.

The total amount as prescribed above shall be made to the Grantee in four quarterly installments. The first three may be made at the beginning of each quarter for which they are allotted. Grantees shall submit the four signed Requests for Advanced Payment Forms (No. HR2E560397, effective 3/97), herein incorporated by reference, with this signed Grant Award Agreement to initiate the grant. The Grantee shall submit to the Department a completed "Progress and Expenditure Report" form for every reporting period of the grant period. Progress and Expenditure Reports shall be received by the Department within 30 days of the ending of a reporting period.

Within 30 days of completion of project work, the Grantee shall submit the completed "Final Progress and Expenditure Report" form to the Department. The last grant payment installment shall be payable during the last quarter for which allotted and upon receipt and verification of the Grantee's Final Progress and Expenditure Report and verification of all previously submitted Progress and Expenditure Reports.

When advance payments have been made by the Department, adjustments for overpayments shall be made quarterly and upon receipt of the Final Progress and Expenditure Report, unless otherwise agreed by the parties. In addition, in the event that all project work which is the subject of this Agreement is not fully completed in both a timely and satisfactory manner, the Department reserves the right to demand and receive full reimbursement of all sums which it has paid the Grantee under 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 the inspection and approval of the grant assisted work by the Department. The Department further agrees to the following conditions:

- A. The Department shall review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and services relating to the project work and all proposed contract change orders or amendments prior to final execution of said contracts, change orders or amendments, but said review and approval shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
 - B. The Department shall review and approve detailed plans, specifications, and other bid documents for construction work relating to the Project prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the State Historic Preservation Program.
- IV. The payment schedule of grant funds shall be subject to the timely filing of required reports and to any special conditions required by the Office of the Comptroller, State of Florida.
- Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the State. The Grantee shall report interest earnings quarterly, and shall remit the total interest earned at the end of the grant period in the form of a check or money order made payable to the Florida Department of State.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. 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.
- IX. 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-35, 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.

- X. 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.
- XI. 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 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 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 this Division 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 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.

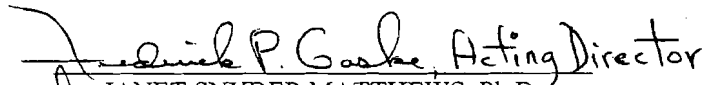
XII. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to, **Nassau County Board of County Commissioners, 213 Nassau Place, Yulee, Florida, 32097**, 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.

XIII. 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.

XIV. 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


Frederick P. Gashe, Acting Director
JANET SNYDER MATTHEWS, Ph.D.
Director, Division of Historical Resources


NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS


Signature of Authorized Official

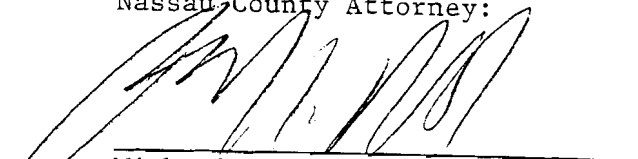
Vickie Samus, Chairman

Typed Name and Title of Authorized Official

ATTEST:


J. M. "Chip" Oxley, Jr.
Its; Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

Historic Preservation Grant Award Agreement

Attachment A

**General and Special Conditions Governing Grants
and Administrative Instructions for
Historic Preservation Project Accountability
For Advanced Payment**

**State of Florida
Department of State,
Division of Historical Resources**

June 2000

Introduction and Definitions

In accordance with the provisions of Chapter 267, Florida Statutes, the Division of Historical Resources, Department of State is responsible for the administration of a comprehensive program of historic preservation activities in Florida, and is authorized to participate in and receive funding assistance from the Federal historic preservation program administered by the National Park Service, United States Department of the Interior as authorized by the National Historic Preservation Act of 1966, as amended. Major funding for the overall program is derived from State funds authorized by the Florida Legislature and from the annual apportionment of Federal funds to Florida through the Federal historic preservation program.

The award and administration of grant-in-aid assistance for historic preservation projects to be carried out by public agencies or preservation organizations at the local level is one element of the State's comprehensive historic preservation program. Grants are awarded from funds available in the Historic Preservation Trust Fund established under authority of Section 267.0617, Florida Statutes. These funds may include a part of the Federal funds apportioned annually to the State, as well as funds appropriated for this purpose by the State Legislature and funds contributed from other sources. The cost of administering historic preservation projects grants is included in the overall costs of the comprehensive program, and is supported in part by the annual apportionment of Federal funds.

Continued eligibility for Federal funding assistance requires that the State's comprehensive historic preservation program be administered in accordance with Federal laws, regulations, and conditions, as well as those of the State of Florida. The General and Special Conditions Governing Grants and the Administrative Instructions for Historic Preservation Project Accountability contained herein are intended to inform grantees of and assure grantee compliance with the Federal and State requirements applicable to historic preservation projects grants.

Definitions

"Allowable project costs" are the direct costs in cash expenditures and value of in-kind donations that are necessary to the accomplishment of authorized project work, incurred during the project period, and properly documented in accordance with the Department's Administrative Instructions for Historic Preservation Project Accountability.

"Authorized project work" means those activities described in Section I of the grant award agreement or in a fully executed amendment thereto.

"Department" means the State of Florida, Department of State, Division of Historical Resources.

"Grantee" means the agency, organization, or individual named in the grant award agreement.

"Grant period" means the period of time beginning on the effective date of the grant award agreement and ending on the date specified in the grant award agreement.

"Project funds" refers to all amounts available for or expended in connection with the authorized project work, whether derived from State or Federal grant share or local matching share sources, public or private, and whether provided in cash or in-kind.

"Project period" means the period of time beginning on the effective date of the grant award agreement and ending when the project completion report is approved by the Department or on the date otherwise specified in the grant award agreement or any amendment thereto.

PART I

General and Special Conditions Governing Grants

All expenditures in connection with projects approved for assistance under the historic preservation grant program are subject to the provisions of Chapter 267, Florida Statutes; the National Historic Preservation Act of 1966, as amended; other applicable State and Federal laws, rules and regulations; the general conditions listed below; and special conditions affixed to project grant awards.

Applicability

These conditions are applicable both to the grantee and to any consultants, contractors, or employees to which grant-in-aid funds are paid. Failure by the grantee to comply with the conditions of grant assistance will be considered to be noncompliance.

A. General Conditions

1. **Grantee Publicity Requirements.** In order to insure a wide public awareness of historic preservation in general and local preservation projects, the grantee shall meet the following requirements regarding publicity of his/her project:
 - a. At the outset of the project, a news release identifying the project's specifics including source(s) of grant funds, name of the project, along with its nature and benefits to the community shall be sent by the grantee to local print and electronic media.
 - b. Upon completion of the project, the grantee shall issue another news release to local print and electronic media.
 - c. There shall be an effort on the part of the grantee to encourage publication of one or more feature stories on the grantee's project by a newspaper, magazine or television program of at least local circulation. Satisfactory evidence regarding feature stories shall consist of a copy of any newspaper or magazine articles; or letter(s) from grantees to newspapers, magazines or television stations indicating the grantee has requested such a feature story; or written certification from the grantee to the Department that an effort was made. In any case, if the effort was successful, the grantee shall provide the Department with a copy of any such articles or written statement of when any television story was broadcast.
 - d. During the course of the project, the grantee is encouraged to inform elected officials, including state officials, mayors, and city and county commissions, by letter of the nature and benefits of the project.
 - e. Finally, in the case of rehabilitation or restoration projects, the grantee should also make an effort, where appropriate in the judgment of the grantee, to publicize the project and the source of grant assistance (at any stage of the project) to the community through a dedication or other public ceremony of some nature.
 - f. **Federally Funded Projects:** All news releases and promotional materials relating to the project shall contain acknowledgment of grant assistance, substantially as follows: "This project (or publication) has been financed in part with historic preservation grant assistance provided by the National Park Service, U.S. Department of the Interior, administered through the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Historic Preservation Advisory Council. However, the contents and opinions do not necessarily reflect the views and opinions of the Department of the Interior or the Florida Department of State, nor does the mention of trade names or commercial products constitute

endorsement or recommendation by the Department of the Interior or the Florida Department of State. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, DC 20240."

- g. **State Funded Projects:** All news releases and promotional materials relating to the project shall contain acknowledgment of grant assistance, substantially as follows: "This project (or publication) has been financed in part with historic preservation grant assistance provided by the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Historic Preservation Advisory Council. However, the contents and opinions do not necessarily reflect the views and opinions of the Florida Department of State, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Florida Department of State.
2. **Amendments to the Grant Award Agreement.** All amendments to the grant award agreement for the project shall be in writing and fully executed by both parties. Amendments will be prepared by the Department, either at its own initiative or upon approval of the written request of the grantee.
3. **Changes in Scope of Project Work.** The grantee may not, without formal amendment of the grant award agreement, make changes in the scope of the project which would alter the allowable project work or services as stipulated in the grant award agreement or make any changes which might result in a deviation from the intent of the legislation which authorized the award of the grant. In the event of uncertainty, questions should be referred to the Department for final determination.
4. **Extension of Grant Period.** No extension of the grant period will be authorized without formal amendment of the grant award agreement.
5. **Timeliness of Work.** The grantee shall cause work on the project to be commenced within a reasonable time not to exceed ninety (90) days after the effective date of the grant award agreement. The grantee shall prosecute the authorized project work to completion with reasonable diligence and within the project period.
6. **Project Supervision.** The grantee will assure that competent and adequate professional supervision and inspection is provided and ensure that the completed work conforms to the approved standards and specifications.
7. **Conflict of Interest.** The grantee shall comply with the laws of the State of Florida governing conflict of interest and standards of ethical conduct, including Chapter 112, Part III, Florida Statutes. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, minor child, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest.

8. **Dual Compensation.** If a grantee staff member or consultant is involved simultaneously in two or more projects supported by State or Federal funds, and compensation on either project is based upon percentage of time spent, he or she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement.
9. **Contingent Fees.** No person, agency, or other organization may be employed or retained to solicit or secure a grant or contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition, the Department shall have the right to annul the grant without liability or, at its discretion, to deduct from the grant or otherwise recover the full amount of such commission, percentage brokerage or contingent fee, or to seek such other remedies as may be legally available.
10. **Use of Individual Consultants.** No project funds shall be used for the payment of fees to individual consultants without the written authorization of the Department. The procurement of individual consultant services must be justified and documented in accordance with the Administrative Instructions for Historic Preservation Project Accountability contained in Part II herein. In no case will consultant fees over and above regular salary be paid to employees of the grantee organization or of professional firms or organizations whose services have been properly procured by the grantee for the project. The grantee will not use any project funds to pay travel expenses of employees of the Florida Department of State or Federal government for lectures, attending program functions, or any other activities in connection with the project.
11. **Civil Rights Compliance.** The grantee will assure that the project is administered in conformance with the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended. Title VI of the Civil Rights Act of 1964 states that no person will, 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 receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973 requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. The Age Discrimination Act of 1975 prohibits discrimination on the basis of age under any program or activity receiving Federal financial assistance. Every grantee is required to submit a Civil Rights Assurance of Compliance Form. No grant awards may be made without a Civil Rights Assurance of Compliance Form on file.
12. **Discrimination in Employment Prohibited.** In all hiring or employment in connection with the project, each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. In addition, no qualified person shall, on the basis of disability, be subject to discrimination in employment in the grant assisted project. These requirements apply to, but are not limited to, the following: employment, promotion, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee and its consultants or contractors will comply with all applicable statutes and Executive Orders on equal employment opportunity and grant awards will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions.
13. **Religious Institutions.** If the project involves a church or church related organization or property, the grantee will assure that neither the execution of nor the public benefit resulting from the project require involvement or participation in religious services or activities.
14. **Political Activities.** No expenditure of project funds may be made for the use of equipment or premises for political purposes, sponsoring or conduction of candidate's meeting(s),

engaging in voter registration or voter transportation activity, or other partisan political activities.

15. **Hatch Act.** No officer or employee of the State whose principal employment is in connection with any activity which is financed in whole or in part with grant assistance shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 USC 1501 et. seq., as amended, with its stated exceptions.
16. **Lobbying Activity.** No part of the project funds shall be used, either directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress or the State Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress or the State Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, as proscribed in 18 USC 1913.
17. **Safety Precautions and Liability.** The Department assumes no responsibility with respect to accidents, illness, or claims arising out of any work performed under a grant supported project. The grantee is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR 1910).
18. **Federally Funded Project Audit Requirements.** Non-Federal entities that expend \$300,000 or more a year in Federal awards must have a single or program-specific audit conducted in accordance with OMB Circular A-133.
19. **Reports, Records, and Inspections.** The grantee will submit financial, program progress, evaluation, and other reports as required by the Department and will maintain such property, personnel, financial, and other records and accounts as are deemed necessary by the Department to assure proper accounting for all program funds. The grantee, its consultants and contractors will permit on-site inspections by Department representatives and will effectively require employees to furnish such information as, in the judgment of the Department representatives, may be relevant to a question on compliance with grant conditions and the effectiveness, legality, and achievements of the program.
20. **Examination of Records.** The Secretary of State of the State of Florida and the State Auditor General, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during a period of five years following completion of the project, or until all claims or audit findings have been resolved.
21. **Disclosure of Information.** The grant award agreement may be canceled by the Department without prior notices for refusal by the grantee to allow public access to all

documents, papers, letters or other material relating to the project, in accordance with the provisions of Chapter 119, Florida Statutes, and with the Freedom of Information Act, 5 USC 552.

22. **Rights to Data and Copyrights.**

- b. When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

23. **Compliance with Environmental Protection Laws and Regulations.** No project funds shall be used for project work involving ground disturbance, modification of land use patterns, new construction, or other known or potential alteration of the natural environment that does not conform to State and Federal laws and regulations relating to protection of the natural environment, including but not limited to the National Environmental Policy Act of 1969, as amended, 42 USC 4321 et. seq., establishing national policy goals and objectives for protecting and enhancing the environment.

24. **Energy Conservation.** The grantee shall promote energy conservation and utilize to the maximum extent practicable the most energy efficient equipment, materials, construction methods, and operating procedures available in the accomplishment of project work.

25. **Convict Labor.** The grantee or its contractors may utilize the labor of State prisoners in authorized work release, parole or probation programs in the accomplishment of work. In accordance with Executive Order 11755, no person undergoing a sentence of imprisonment at hard labor shall be employed on grant assisted project work.

26. **Minority Businesses.** The grantee shall encourage greater economic opportunity for minority business enterprises, as defined in Chapter 288.703, Florida Statutes, in accomplishment of project work. To the maximum extent possible, the grantee and its consultants or contractors will take affirmative steps to assure that minority businesses are used as sources of supplies, equipment, construction, and services. Affirmative steps shall include but not necessarily be limited to the following:

- (1) inclusion of qualified minority businesses on solicitation lists;
- (2) the assurance minority businesses are solicited whenever they are identified as potential sources;
- (3) the division of total requirements, when economically feasible, into small tasks; or quantities to permit maximum participation of minority businesses;
- (4) the establishment of reasonable delivery schedules when feasible, so as to encourage participation by minority businesses; and
- (5) utilization of the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

B. **Special Conditions Applicable to Acquisition and Development Projects.** The following special conditions apply to grant assisted projects involving the acquisition, preservation, protection, restoration, rehabilitation, stabilization, or construction of a site, building, structure, or object.

1. **Accessibility for the Disabled.** The grantee shall ensure that the grant assisted property meets the requirements of the Americans with Disabilities Act, Public Law 101-336; Section 25.21, Florida Statutes; and Part V, Chapter 553, Florida Statutes regarding accessibility for the disabled. Specifications for project work must conform with the "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" published by the American National Standards Institute and The Secretary of the Interior's Standards for Rehabilitation.
2. **Project Signs.** When grant assistance is provided for acquisition or development work, a project identification sign will be displayed in a prominent location at the project site while project work is in process. The sign must be a minimum of eight (8) square feet in size (usually 2x4 feet), be constructed of plywood or other durable material, and identify the project and source of grant support. Any variation in the above specifications must be approved by the Department. The sign wording shall contain acknowledgment of grant assistance:

"THIS PROJECT HAS BEEN FINANCED IN PART WITH HISTORIC PRESERVATION GRANT ASSISTANCE PROVIDED BY THE BUREAU OF HISTORIC PRESERVATION, DIVISION OF HISTORICAL RESOURCES, FLORIDA DEPARTMENT OF STATE, ASSISTED BY THE FLORIDA HISTORICAL COMMISSION."

The costs of preparation and erection of the project identification sign are allowable project costs; routine maintenance costs of signs are not allowable.

PART II

Administrative Instructions for Historic Preservation Project Accountability

These instructions are intended to assist historic preservation grant recipients in meeting the accounting and public benefit requirements of the historic preservation grants-in-aid programs administered by the Department.

Grantee Administrative Records and Reports

Grantees are responsible for maintaining financial records and project progress reports as outlined below. These records and reports shall be retained for a period of five (5) years following completion of the project, or until such time as any litigation, claims, or audit questions arising from examination or audit initiated prior to expiration of the five year period are finally resolved.

All grantee project records and reports are subject to public disclosure under the provisions of Chapter 119, Florida Statutes, and the Freedom of Information Act, 5 USC 552.

A. Financial Records. Financial records must be adequate to account for the receipt and expenditures of all project funds, and to demonstrate compliance with required procedures. Grantee financial records are subject to audit by State auditors. Inadequate, incomplete or incorrect project financial records may result in ineligibility for grant assistance. Financial records shall include, but are not limited to:

1. **Documentation of Project Funds.** Project funds include the total amount of cash and in-kind values available to defray the direct costs of the project. They consist of the grant assistance share provided by the Department plus the local matching share provided by the grantee.
 - a. **Grant Assistance Share.** Grant assistance is authorized to pay a percentage of allowable project costs, within the dollar limits of the grant, as specified in the grant award agreement. Grantee financial records shall include complete documentation pertaining to the application for grant assistance, the award of the grant, the grant award agreement, and the receipt and deposition of grant funds.
 - b. **Local Matching Share.** Local matching share may be provided in the form of cash expenditures or the value of materials and services donated in-kind for use in the direct accomplishment of authorized project work. Matching share may be derived from any other sources available to the grantee, with the exception that funds from other Federal funding programs cannot be used to match grant assistance funds derived from the Federal Historic Preservation Fund apportionment to the State of Florida. (This restriction does not apply to Community Development Block Grants, Urban Development Action Grants, or Revenue Sharing Funds).
 - (1) Grantee financial records shall clearly identify the source, amount, and date of receipt of all cash funds and donated values applied to the project. Receipts shall be recorded as they occur.
 - (2) Donated services shall be valued at the Federal minimum wage rate, unless the services donated are those normally provided by the donor in his or her profession or trade, in which case they may be valued at rates consistent with those paid for similar work in the local labor market area.

- (3) Donated materials shall be valued at the donors cost or the fair market value at the time of donation, whichever is less.
2. **How to Obtain Goods and Services (Documentation of Procurement Procedures).** Be sure that your organization provides maximum free competition when procuring goods and services related to your grant assisted project. Every effort must be made to use small business firms, minority owned firms, women's business enterprises, and labor surplus areas.

With the one exception noted below, the grantee must obtain goods and services by using one of the following methods:

- a. **Small Purchase Procedures.** Goods and services may be procured by purchase order, acceptance of vendor proposals, or other appropriate procurement document, provided that:
 - (1) you request cost quotes or proposals from three or more vendors; and
 - (2) you are provided with an adequate description of the goods and services available.

- b. **Competitive Negotiation.** Professional services may be procured by competitive negotiation procedures in the following manner:
 - (1) Request proposals from three or more competitors;
 - (2) Evaluate and rank their qualifications; and
 - (3) Select the most qualified competitor, ensuring fair and reasonable competition.

Be sure that you have also done the following:

 - (a) Publicized the request through notices in local newspapers or trade journals, in addition to individual solicitations; and
 - (b) Identified all significant evaluation factors and their relative importance in the request for proposal.

- c. **Competitive Sealed Bids.** Contracts for the procurement of goods and services may be let on the basis of sealed bids solicited through formal advertisement in newspaper of local or area circulation. Be sure to include the following items in your advertisement:
 - (1) Notice of the time and place of public bid opening;
 - (2) Instructions on how to obtain detailed bid documents or procurement specifications; and
 - (3) A statement that public funds are involved.

- d. **Exception.** The following method must be used by departments or agencies of the state; and by units of county, municipal or other local government:

Professional architectural, engineering, landscape architectural, or land surveying and mapping services must always be selected through competitive negotiation procedures as stipulated in the "Consultants' Competitive Negotiation Act", Section 287.055, Florida Statutes.

- e. **Qualification of Contractors.** It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. Grantees shall require, as a part of the bid or proposal package submitted by prospective contractors, documentation of the professional qualifications of the key personnel to be employed. Such documentation shall include, but not be limited to:
- (1) resumes of academic training and employment in the applicable field;
 - (2) evidence of possession of required licenses or business permits; and
 - (3) evidence of any previous experience in projects of a similar nature.
- f. **Contract Provisions.** In addition to provisions defining a sound and complete procurement contract, any grantee shall ensure that the following contract provisions or conditions are included in all procurement contracts and subcontracts relating to the project:
- (1) Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - (2) All contracts shall contain suitable provisions for termination by the grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
 - (3) All contracts and subcontracts awarded by the grantee and its primary contractors shall assure equal employment opportunity.
 - (4) All contracts (except those awarded by small purchases procedures) awarded by grantees shall include a provision to the effect that the grantee, the Department, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for five years after grantees make final payments and all other pending matters are closed.
 - (5) All contracts involving construction work shall include provision for compliance with the Copeland "Anti-Kickback" Act, 18 USC 874, as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
 - (6) All contracts involving the research, preparation, and publication of data shall include notice of the conditions relating to copyrights contained in paragraph I.A.22. on page 6 of this document.
- g. **Contract Pricing**
- (1) Procurement by small purchase procedures or competitive negotiation methods may be priced on either a fixed-fee or cost reimbursable basis.

- (2) Procurement by the competitive sealed bid method shall be priced on a firm-fixed-fee basis.
 - (3) Procurement based on cost-plus-percentage-of-cost or percentage-of-construction-cost contracts shall not be included in determining allowable project costs.
 - h. **Documentation to be Submitted to the Department.** The grantee shall submit the following items to the Department as evidence or compliance with procurement procedures prior to the execution or any contract for project work:
 - (1) copies of the solicitation for proposals or invitation to bid and all applicable bid documents, including construction plans and specifications if required - to be submitted upon distribution or publication;
 - (2) a summary of proposals or bids received and the basis for contractor selection - to be submitted upon completion of the selection process; and
 - (3) a copy of the final contract - to be submitted for review and approval by the Department prior to final execution by the grantee.
3. **Documentation of Project Costs.** The grantee shall submit a Project Progress and Expenditure Report for every reporting period of the grant.
 - a. **Determination of Allowable Project Costs.** The total project cost submitted by the grantee might contain expenditures that are not allowable in determining the eligible costs in accordance with the grant award agreement. The Department will review each Expenditure Report, and make its determination of the eligible costs on the basis of the following criteria:
 - (1) Allowable project costs shall include:
 - (a) costs incurred by contract for procurement of goods and services approved by the Department;
 - (b) costs incurred by properly documented small purchase procedures;
 - (c) costs incurred by the grantee for the following items applied directly to authorized project work:
 - i. accounting: the cost of establishing, maintaining, and auditing financial accounts;
 - ii. communications: specific charges for telephone, telegraph, or other communications services;
 - iii. employee salaries and benefits;
 - iv. materials and supplies;
 - v. procurement services: the cost of advertising, solicitation, processing, and administration of procurement contracts;
 - vi. reproduction: the cost of limited reproduction of reports, forms, and project documents;

vii. travel: the costs of travel, lodging and subsistence at rates not exceeding commercial coach fares or current mileage and per diem rates allowed by the State, only after obtaining written approval from the Department.

(d) the properly documented value of donated services and materials.

(2) Costs not allowable shall include:

(a) project costs incurred outside the project period;

(b) costs of goods and services not procured in accordance with required procurement procedures;

(c) costs or value of donations not properly documented as described below;

(d) costs incurred by the grantee other than those specified in the authorized project work, or not directly related to the project; and

(e) indirect costs incurred for common or joint activities of the grantee.

b. **State Funded Projects-Documentation of Grantee Cash Expenditures.** Grantees shall provide a detailed listing of each expenditure in the Expenditure Report, which is to be submitted at the end of each quarter within the grant period and contains the following information:

(1) check number; or if a cash expenditure, a copy of the receipt must be submitted;

(2) check date or date of cash expenditure; expenditures overlapping the grant period must be prorated; and

(3) the purpose of each expenditure; stated clearly and in sufficient detail for the Department to determine if the expenditure is allowable;

Unless requested by the Department, detailed backup documentation does not need to accompany the Quarterly Expenditure Report.

c. **State Funded Projects-Documentation of Donated Values.** The value of donated materials and volunteer services is not eligible for grant funds, but is allowable in determining the grantee matching share. Documentation of donations shall include lists of individuals donating services or materials, indicating the total hours of volunteer services donated in the accomplishment of authorized project work and the type and fair value of the donated materials.

d. **Federally Funded Projects-Documentation of Grantee Cash Expenditures.** In addition to providing a detailed listing of each expenditure in the Expenditure Report, grantees receiving Federal grant assistance must also submit the following documentation as applicable:

(1) copies of contractors' invoices itemizing the materials delivered, services rendered, and work items completed;

- (2) an original signed and dated receipt from the contractor/supplier showing the date payment was received and the amount received along with a copy of the check or copies of the front and back of the canceled checks;
 - (3) copies of in-kind (salary) services forms indicating the dates and hours devoted to authorized project work signed by both the employee and the supervisor; and
 - (4) copies of payroll registers for all pay periods claimed for each employee or the front and back of canceled checks for all pay periods claimed for each employee.
- e. **Federally Funded Projects-Documentation of Donated Values.** As with State funded grant projects, the value of donated materials and volunteer services is not eligible for grant funds, but is allowable in determining the grantee matching share. In addition to providing a listing of donated materials and services in the Expenditure Report, grantees receiving Federal grant assistance must also submit the following documentation as applicable:
- (1) copies of donated materials forms indicating the materials donated and their value signed by both the donor and the project supervisor; and
 - (2) copies of donated services forms indicating the dates and hours devoted to authorized project work signed by both the volunteer and the project supervisor.
4. **Transfer of Grant Funds.** Grant funds shall be transferred to the grantee in four quarterly payments. Payment for the first quarter shall be transferred upon receipt by the Department of the grantee's first Progress and Expenditure Report. Grant funds for the second quarter will be sent to the grantee upon receipt of a second Progress and Expenditure Report. The third quarter payment shall be transferred upon receipt of the third Progress and Expenditure Report. The final quarterly payment will be transferred to the grantee upon completion of the grant project and submission and review of a properly documented Final Project Progress and Expenditure Report, and a determination by the Department that the grantee has complied with all terms of the grant award agreement. The fourth quarterly payment cannot be transferred to the grantee prior to the fourth quarter.

For state agencies and state institutions of higher education, grant funds may be transferred on a reimbursement rather than advanced payment basis. Journal Transfers will be processed upon receipt by the Department of an invoice for the amount requested for reimbursement (50% of the allowable project costs incurred during this billing period), and a completed Request for Journal Transfer form.

- a. **Incremental Payments:** The total of grant funds transferred to the grantee in response to requests for incremental payments prior to final completion of the project work shall not exceed seventy-five percent of the amount reserved for the project as stated in the grant award agreement.
 - b. **Final Payment:** 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.
- B. **Project Progress and Completion Reports.** A Project Progress Report is required for all grant assisted projects, regardless of the type of work involved:

1. **Project Progress Report.** To be submitted at the end of each quarter within the grant period. It should be submitted in conjunction with the Expenditure Report. This report shall include:
 - a. include a schedule of the anticipated completion of major project work elements and final completion of the project;
 - b. a brief description of work accomplished in the previous three months;
 - c. a description of any unusual problems or conditions encountered or any unusual methods, materials, or techniques employed;
 - d. copies of required documents (contracts, press releases, etc.) as applicable; and
 - e. photographic documentation of construction work in-progress or completed work may be included.

2. **Final Project Progress Report.** To be submitted within 30 days of completion of all project work in conjunction with the Final Expenditure Report. In addition to the above information, this report shall also include:
 - a. a description and explanation of any variations between the planned project work and that actually accomplished;
 - b. a description and explanation of any significant differences between the planned project budget and the actual project costs;
 - c. photographic documentation of completed construction work; and
 - d. required audit documents.

- C. **Reports Required for Survey Projects.** In addition to the reports described in B. above, the following reports are required for historic and archaeological survey projects:
 1. **Final Survey Report.** To be submitted in a draft form no later than forty-five (45) days prior to the end of the grant period and as the final product at the conclusion of the project period. Archaeological Survey Reports shall comply with the "Archaeological and Historical Report Standards and Guidelines," Rule 1A-46, Florida Administrative Code.
 2. **Survey Log Sheet.** To be submitted with the Final Survey Report. The Survey Log Sheet form shall be provided to the grantee by the Department, and shall be completed as specified in Attachment B.
 3. **Florida Site File forms.** To be submitted with the Final Survey Report for all sites recorded during the survey. These forms shall be completed as specified in Attachment B.

- D. **Reports Required for Community Education Projects and Preservation Planning Projects.** In addition to the reports described in B. above, a draft of the final product will be submitted to the Department no later than forty-five days (45) prior to the end of the grant period; supplemental reports or drafts of the final product may be required to be submitted for community education and preservation planning projects depending on the nature and scope of the individual project.

ATTACHMENT B

HISTORIC PRESERVATION GRANT-IN-AID PROJECTS REQUIRED DOCUMENTS FOR SURVEY PROJECTS

Historical and archaeological survey projects funded with Historic Preservation Grants-in-Aid assistance require the submission of a Final Survey Report, Survey Log Sheet and Florida Master Site File forms. This detailed historical information will be kept in the Florida Master Site File for use by state agencies, corporations, scientist, historians and the general public. The Florida Master Site File is the statewide archive for historical and archaeological site information which is maintained by the Division of Historical Resources.

For all survey projects, a Survey Log Sheet must accompany the Final Survey Report. If standing structures are recorded, a Historical Structure Form **must** be completed for each structure. If archaeological sites are recorded, an Archaeological Site Form **must** be completed for each site. Separate forms for Historical Cemeteries, Historical Bridges, Underwater Archaeological Sites and Shipwrecks are also available for those resources. Copies of the Survey Log Sheet and Site File Forms, as well as guides to completing the forms, are available on the Florida Master Site File web site at, <http://www.dhr.dos.state.fl.us/msf/>. All of these documents, once completed, are to be sent to the Grants and Education Section as final products of the grant project. After a review for completeness and sufficiency, the Grants and Education Section will forward them to the Florida Master Site File.

For all but the smallest survey projects (those documenting a total of 35 or fewer cultural resources), the Division of Historical Resources is requiring the use of the Windows based, electronic data entry program *SmartForm II*. The *SmartForm II* program and manual are available for download as of August 30, 2003, at the Florida Master Site File web site: <http://www.dhr.dos.state.fl.us/msf/>

General guidelines for packaging documents produced by survey projects to send to the Site File and a form requesting assignment and confirmation of Site File numbers, is also available at the web site. For additional information or questions please contact the Florida Master Site File directly.

Contact information for the Florida Master Site File

Florida Master Site File
Division of Historical Resources
R. A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Telephone: (850) 245 6440
State SunCom: (850) 205-6440
Fax Line: (850) 245-6439
Web Site: <http://www.dhr.dos.state.fl.us/msf/>

A COPY OF THIS PACKAGE SHOULD BE GIVEN TO THE CONSULTANT CONDUCTING THE SURVEY

**Requirements for
Archaeological and Historical Survey Submissions to
Florida Master Site File**

A Survey log Sheet and USGS map depicting the project area must be included with all submittals to the Florida Master Site File.

<i>Paper Form</i> (Under 35 sites)	<i>SmartForm</i>
<p>New Site:</p> <ol style="list-style-type: none"> 1. Survey Log sheet w/ site plotted on USGS map 2. Numbered file folder with: <ul style="list-style-type: none"> Site file form USGS site map Black & white photo Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p>	<p>New Site:</p> <ul style="list-style-type: none"> dbf format (Disk) Numbered file folder with: <ul style="list-style-type: none"> USGS site map Black & white photo Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p>
<p>Updated Site:</p> <ul style="list-style-type: none"> Site file form Black & white photo USGS site map Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p>	<p>Updated Site:</p> <ul style="list-style-type: none"> Black & white photo USGS site map Detailed site plan, <i>for archaeological site</i> <p>If Historic Structure, a street map must be included in file folder.</p>

Please contact the Florida Master Site File, (850) 245-6440, if additional forms, such as: Historical Bridge Forms, Historical Cemetery Forms or Resource Group Forms, are needed.

Requirements for National Register Nominations differ from those of the Florida Master Site File. Please contact the Survey and Registration Section of the Bureau of Historical Resources, Department of State, for those requirements.

CHAPTER 1A-46 ARCHAEOLOGICAL AND HISTORICAL REPORT STANDARDS AND GUIDELINES

1A-46.001	Standards and Guidelines for Reports.
1A-46.002	Definitions. (Repealed)
1A-46.003	Criteria for Reports of Identification, Evaluation, and Documentation Activities. (Repealed)
1A-46.004	Criteria for Qualifications of Archaeologists. (Repealed)
1A-46.005	Report Review Procedures. (Repealed)
1A-46.006	Technical Assistance. (Repealed)
1A-46.007	Dispute Resolution. (Repealed)

1A-46.001 Standards and Guidelines for Reports.

(1) Purpose. This rule specifies criteria by which the Division of Historical Resources (Division) will review reports of cultural resource activities on federally assisted, licensed or permitted projects; on projects on state owned or controlled property or state assisted, licensed, or permitted projects; and on local projects for which the Division has review authority.

(2) Definitions. The following words and terms shall have the meanings indicated:

(a) "Agency" or "Applicant" means any unit of federal, state, county, municipal or other local government; any corporation, partnership or other organization, public or private, whether or not for profit; or any individual or representative of any of the foregoing proposing undertakings.

(b) "Archaeological fieldwork" means actions undertaken for the purpose of recovering data about or from an archaeological site in order to evaluate and determine National Register eligibility; or to document through archaeological excavation the archaeological site prior to proposed alteration, damage or destruction.

(c) "Archaeological site" means the complex of associated physical remains and features contained in the ground that evidence past use or modification by people.

(d) "Area of potential effect" means the geographic area or areas within which an undertaking may directly or indirectly cause changes in character or use of historic resources, if any such properties exist.

(e) "Certified Local Government" means a local government that has been certified to meet Federal and State standards, as set forth in the "Florida Certified Local Government Guidelines" (Form HR3E03204-02) herein incorporated by reference, and can participate in the nationwide program of financial and technical assistance to preserve properties.

(f) "Completeness" means the inclusion in the report of archaeological and historical activities of all applicable sections of the prescribed content, but does not mean that said sections are sufficient in comprehensiveness of data or in quality of information provided.

(g) "Days" means calendar days.

(h) "Determination of eligibility" means the process of determining whether identified historical resources are deemed significant using the criteria for significance established by the National Park Service, U.S. Department of the Interior for the National Register of Historic Places.

(i) "Federal undertaking" means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out with federal assistance; those requiring a federal permit, license or approval; and those subject to state or local regulation administered pursuant to a delegation or approval by a federal agency.

(j) "Florida Master Site File" or "FMSF" means the record of identified historical resources maintained by the Division.

(k) "Historical fieldwork" means actions undertaken for the purpose of recovering data about or from a building(s) or structure(s) to evaluate and determine eligibility; or to document using the Historic American Buildings Survey (HABS) or Historic Engineering Record (HAER) standards and guidelines prior to proposed alteration or destruction.

(l) "Historical resource" means a building, structure, site, object or collection thereof (a prehistoric or historic district) which is generally at least fifty years old of historical, architectural, or archaeological value.

(m) "Historic context" means the organizational format that groups information about related historical resources based on theme, geographical limits and chronological period. A single historic context describes one or more aspects of the historic development of an area, considering history, architecture, archaeology, engineering and culture, and identifies significant patterns that individual historical resources represent. A set of historic contexts is a comprehensive summary of all aspects of the history of an area.

(n) "Local undertaking" means a project, activity or program subject to the provisions of a local ordinance or regulation for which the Division has review authority.

(o) "National Register" means the National Register of Historic Places, the list of historical resources significant in American history, architecture, archaeology, engineering and culture and authorized by the National Historic Preservation Act of 1966 as amended and administered by the U.S. Department of the Interior, National Park Service.

(p) "Principal Investigator" means the person or persons responsible for supervising archaeological fieldwork and historical fieldwork.

(q) "State undertaking" means a project, activity or program in which a state agency of the executive branch has direct or indirect jurisdiction; those in which a state agency provides financial assistance to a project or entity; and those in which a state agency is involved through the issuance of state permits or licenses.

(r) "Sufficiency" means determining whether the report meets the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (published in the Federal Register, Vol. 48, No. 190, pp. 44716-44740, September 29, 1983), herein incorporated by reference, with respect to identification, evaluation and documentation.

(3) Reports. Reports of the results of archaeological fieldwork and historical fieldwork activities shall include the topics in (a)-(h) below in sufficient detail for the Division to review for completeness and sufficiency. For projects of limited scope, topics that are not applicable may be omitted when a justification for this decision is provided. In addition, all reports shall be consistent with and meet the terms of the standards and guidelines for identification, evaluation and documentation contained in the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." This section shall apply to federal, state and local undertakings. Principal investigators shall meet the minimum qualifications for archaeology, history, architecture, architectural history, or historic architecture contained in 36 C.F.R. 61 ("Procedures for Approved State and Local Historic Preservation Programs, Appendix A, Professional Qualifications Standards"), herein incorporated by reference, effective 10-97.

(a) General Description. The description of the project shall address the project location (including boundary map) and description; the purpose of project; the area of potential effect; and the pertinent federal, state or local laws and regulations.

(b) Archival Research. Archival research shall address past field surveys in the project area and the relevance of the major findings to the area currently under study; pertinent data in the Florida Master Site File; pertinent environmental and paleoenvironmental data; pertinent data in other studies appropriate for the research problem; pertinent historical data from records such as plat maps, tract books, subdivision maps, Sanborn maps, city directories, building permits and architectural plans; and pertinent information from informants, which shall include the Certified Local Government within whose boundaries the project lies. Research results shall be presented in a chronologically arranged narrative of the prehistory and history of the project area and of the significant historical events or developments (including important individuals and institutions) which are necessary to place sites and properties in historic contexts within the project area.

(c) Research Design. The description of the research design shall address the objectives; methods; expected results; and procedures to deal with unexpected discoveries including the discovery of human remains in accordance with Chapter 872.05, Florida Statutes.

(d) Archaeological Fieldwork. The description of archaeological fieldwork activities shall address the types of sites encountered and evaluated; the boundaries of the area investigated; fieldwork methodology and the rationale for its selection; the location of all tests and excavations, including maps depicting testing locations and results, site components, integrity of sites and subareas within the sites; information on the location and appearance of features and artifacts, as well as the integrity and boundaries of sites and site components; information on any portions of the project area and any portions of identified sites which were not investigated and a statement explaining the reason why investigation did not occur; photographs of each site; photographs and illustrations representative of site subareas or features, or formal excavation units; identification of portions of the project area that were examined but that did not contain archaeological remains; special survey techniques; and information on changes in research design or methodology. Special survey techniques may be necessary to search for certain subsurface or underwater archaeological sites. The description of special survey techniques shall address the following topics: equipment, field methodologies, areas surveyed and not surveyed, a record of the nature and location of all potential historical resources identified and a description of any potential historical resources investigated by examination to determine their nature. Underwater archaeological surveys shall be conducted in accordance with the "Florida Division of Historical Resources Performance Standards for Submerged Remote Sensing Surveys" (Form HR6E06304-02), herein incorporated by reference.

(e) Historical Fieldwork. The description of historical fieldwork activities shall address the boundaries of the area investigated; fieldwork methodology and the rationale for its selection; the types of resources identified and evaluated; a list of all historical resources within the survey area, including the Florida Master Site File number, with all identified resources plotted on a U.S. Geological Survey (1:24,000) 7.5 minute series topographic quadrangle map; descriptions for all identified resources; photographs or illustrations representative of resources located in the project area; information on any portions of the project area which were not investigated and a statement explaining the reason why investigation did not occur; and an explanation about those portions of the project area that were examined but that did not contain historical, architectural, engineering or cultural resources.

(f) Archaeological Results and Conclusions. The description of the results and conclusions of the archaeological resource investigations shall address laboratory methods used to analyze artifacts and other site materials recovered during the archaeological investigations in the project area; the curation location of artifacts and project records; findings in relation to the stated objectives of the investigations; an assessment of site integrity; methods used to apply National Register criteria for a determination of eligibility and historic context as contained in 36 C.F.R. 60 ("National Register of Historic Places"), herein incorporated by reference; a discussion of completeness of project efforts and the need for any additional identification, evaluation or documentation efforts; conclusions and analysis of the findings, including a discussion on how the findings contribute to an understanding of the historic work or treatment of the site; and a bibliography of those sources utilized.

(g) Historical Results and Conclusions. The description of the results and conclusions of the historical, architectural, engineering or cultural resource investigations shall address findings in relation to the stated objectives; an assessment of the integrity of evaluated sites; methods used to apply National Register criteria for a determination of eligibility and historic context; a description of the constituent elements that constitute the complete property (e.g. outbuildings, landscape features, etc.), which is determined eligible for listing in the National Register; the National Register property boundaries depicted on a scaled site plan

sketch; conclusions and analysis of the findings; a discussion of the manner in which the resources contribute to an understanding of local, regional, state, or national history and/or architectural history; recommendations regarding the treatment of the resource(s) including but not limited to preservation or avoidance, minimization or mitigation of potential impacts, or no action; a discussion of the scope and completeness of the project efforts and the need for any additional identification, evaluation or documentation efforts; the location of all curated project records and location of all project records (e.g. photographs, oral interviews, etc.); and a bibliography of those sources used.

(h) Florida Master Site File (FMSF) Requirements. Reports of archaeological fieldwork and historical fieldwork activities will be deemed incomplete if they do not contain FMSF survey log sheets for each report and site forms for each site identified, evaluated or documented. All archaeological fieldwork and historical fieldwork reports shall include the following, either as part of the report or as accompanying documents:

1. FMSF Survey Log Sheets (Form HR6E06610-97, effective 9-1-97), completed in accordance with the "Guide to the Survey Log Sheet" (Form HR6E05904-02), with project boundaries depicted on an attached original or photocopy portion of a U.S. Geological Survey (1:24, 000) 7.5 minute series topographic quadrangle map.

2. FMSF archaeological site forms (Form HR6E06401-97, effective 3-1-97), completed in accordance with the "Guide to the Archaeological Site Form, Version 2.2 (Form HR 6E05804-02), as appropriate.

3. FMSF historical structure forms (Form HR6E06308-96, effective 11-1-96), completed in accordance with the "Guide to the Historical Structure Form, Version 3.0" (Form HR6E06004-02), as appropriate.

4. FMSF historical bridge forms (Form HR6E06510-97, effective 10-1-97), completed in accordance with the "Guide to the Historical Bridge Form (Form HR6E06104-02), as appropriate.

5. FMSF historical cemetery forms (Form HR6E04806-92, effective 8-1-98), completed in accordance with the "Guide to the Historical Cemetery Form" (D HR6E0620402), as appropriate.

6. Completed FMSF shipwreck forms (Form HR6E05006-92, effective 7-1-92), as appropriate.

7. Completed FMSF archaeological short form (Form HR6E04906-92, effective 12-1-95), as appropriate.

8. Completed FMSF resource group forms (Form HR6E05711-01, effective 7-1-00), as appropriate.

9. An original or photocopy portion of U.S. Geological Survey (1:24,000) 7.5 minute series topographic quadrangle maps for all identified sites showing site locations. These forms are herein incorporated by reference and are available by writing the Division at R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. These forms may also be obtained from the Division's website at www.flheritage.com.

(4) Review Procedures. The following procedures shall be followed in the review of archaeological fieldwork and historical fieldwork reports:

(a) Reports and accompanying documentation shall be submitted to the Bureau of Historic Preservation at the Division.

(b) The Division shall notify the agency or applicant in writing within fifteen days of receipt of a review request, of any additional information required.

(c) Upon its determination that the report is complete, the Division shall complete its review of the report for sufficiency based on the criteria specified in subsection 1A-46.001(3), F.A.C., within thirty (30) days.

(d) The Division shall notify the agency or applicant of its decision as to whether the report meets the requirements of this rule with respect to completeness and sufficiency, and shall include a statement of the reason for determining a report to be incomplete or insufficient.

Specific Authority 267.031(1) FS. Law Implemented 267.031 FS. History-New 6-10-92, Amended 7-21-96, 8-21-02.

NOTICE TO PROCEED

TO: **BLAND AND ASSOCIATES, INC.**
GATES OF SOUTHPOINT
7035 PHILLIPS HIGHWAY, SUITE 5-129
JACKSONVILLE, FL 32216


DATE: 2-9-04

Professional Services
Archaeological Survey
Services
Nassau County, Florida


Pursuant to the Agreement entered into the 26th day of January 2004 between Nassau County, Florida and Bland and Associates, Inc., you are hereby authorized to proceed with the scope of work to perform the Archaeological Survey Services for unincorporated Nassau County. The scope of work shall be as outlined in the Grant Award Agreement, entered into between the Department of State, Division of Historical Resources, and the Board of County Commissioners of Nassau County, Florida, which is attached as Exhibit A to the Agreement between Bland and Associates, Inc., and the Board of County Commissioners of Nassau County, Florida. The fixed fee amount for said services is \$60,000 and the scope of work pursuant to the Grant Award Agreement shall be completed by June 30, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

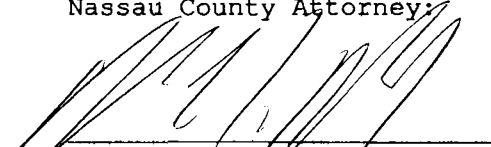


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



FLOYD L. VANZANT
Its: Vice Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Bland & Associates, Inc. this the 5th day of
February, 2004.
By: Myles Bland
Title: President

* * * TRANSMISSION RESULT REPORT (IMMEDIATE TX) (FEB. 10. 2004 2:17PM) * * *

FAX HEADER:

DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERSONAL NAME	FILE
FEB. 10.	2:17PM	18777357402	G3ES	0'32"	P.	1 OK		333

: BATCH
M : MEMORY TX
S : STANDARD
* : PC

C : CONFIDENTIAL
L : SEND LATER
D : DETAIL
+ : ROUTING

\$: TRANSFER
@ : FORWARDING
F : FINE
Q : RECEPT. NOTICE REQ.

P : POLLING
E : ECM
> : REDUCTION
A : RECEPT. NOTICE