REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 5, 2026

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE SPEAKER CARD WHICH IS LOCATED ON THE STANDS OUTSIDE COUNCIL CHAMBERS. AFTER COMPLETING THE SPEAKER CARD, PRESENT IT TO THE CLERK.

A. OPENING

1. Invocation by Chaplin Rodrigo Serveli of Advent Health Mission and Ministry
2. Pledge of Allegiance led by the Atlantic High School's ROTC
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
    a. Regular City Council Meeting - April 21, 2026
6. Bid Awards and Contract Items
    a. Approval of Addendum No. 1 to the Rental Quotes (#Q12146 & #Q12147) with Ring Power for the rental of temporary back-up generators to be located at 520 Monroe Street and 410 Monroe Place
    b. Approval to Award Continuing Services Contract with Barfield Group and Bowman Consulting Group under RFSQ #25-24 for Citywide Right-of-Way Consulting Services
    c. Approval of Task Authorization No. 10 to Paul Culver Construction, Inc. for Causeway Park Pavilions
    d. Approval of a Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project
    e. Approval of a Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street, for the Wastewater Treatment Plant Upgrades Project

7. Resolution No. 26-21 - Approval of Amendment No. 1 to the Agreement with the Florida Department of Environmental Protection (FDEP) for the Sewer Force Main River Crossing Project
8. Resolution No. 26-22 - Calling for Primary and Regular Elections for the Purpose of Electing City Council Members for Districts 1, 2, and 4 and providing for the qualifying period and election dates

C. RECOGNITION AND PROCLAMATIONS

9. Water Safety Month
10. Fair Housing Month
11. Professional Municipal Clerks Week
12. Port Orange University Graduation Certificates

D. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

E. COMMENTS AND ADDITIONAL ITEMS

13. Council Members
14. City Attorney
15. City Manager
    a. Riverwalk Update
    b. Stormwater Projects Update
    c. Parks and Recreation Bond Projects Update

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Environmental Advisory Board Report
17. Parks and Recreation Advisory Board Report

G. REGULAR AGENDA

18. Authorize the Renaming of the Lakeside Community Center to the Allen Green Center

H. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports
    a. Volusia Flagler TPO - Vice Mayor Tracy Grubbs

I. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.

FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.

HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 21, 2026

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Scott Stiltner at 6:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Absent:	Councilman Jonathan Foley
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

4. Public Comments on Consent Agenda Items Only

There were none.

CONSENT AGENDA

5. Approval of Minutes
   a. Regular City Council Meeting - April 7, 2026
6. Bid Awards and Contract Items
   a. Approval of Task Authorization No. 8 with Hall and Ogle Architects, Inc. for design services for renovations to the REC Center
   b. Approval of a Standard Contract with Open Sky for an America 250 Drone Show at the 4th of July Celebration
   c. Approval of the Donation/Exchange Agreements — Cunningham's Lawn and Landscaping, LLC and AAA Fence for REC Artificial Turf
   d. Approval of Task Authorization No. 8 to Paul Culver Construction, Inc. for the site work for a new bathroom at City Center Sports Complex
   e. Approval of Change Order #1 to Task Authorization #4 to Stanley Consultants, Inc. for continued Post Design Services for St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail Project (CD221)
7. Resolution No. 26-17- Sovereignty Submerged Land Lease for the Port Orange Riverwalk Park Day Dock Project

8. Resolution No. 26-20 - Approval of the Second Quarter Budget Amendments for Fiscal Year 2025-2026

Motion to approve the Consent Agenda as presented was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

RECOGNITION AND PROCLAMATIONS

9. Atlantic High School Basketball Team - Runner-up in the State Finals

Coaches Norfolk, Watson, and Greer commended the team, talked about some of their achievements and the state finals. Each of them expressed how proud they are of each of the team members. Coach Watson also advised that Atlantic High School, for the first time in 30 years, is officially an A grade school. Each of the players introduced themselves and stated what their goals are after they graduate high school.

PUBLIC PARTICIPATION (Agenda)

10. Port Orange Day - Daytona Tortugas

Keegan Phillips, Assistant Food and Beverage Manager of the Daytona Tortugas, announced that Port Orange Night is May 9 at 6:35 p.m. at Jackie Robinson Ball Park. Port Orange residents and employees can purchase tickets for $9 with promo code PO.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Adam Dovi, citizen, commented on over development, highlighting the Paylin Acres project, the potential increased burden such as flooding and traffic that it may cause, and requested the over development to end.

Ambyr Allen, resident, commented on the Paylin Acres development project and advised she started a petition against this project.

Michael Johnson, citizen, mentioned there is a political ethics crisis in the area and commented on investigations against a congressman in office today.

COMMENTS AND ADDITIONAL ITEMS

11. Council Members

Councilman Lance Green noted consent agenda item #6b for the America 250 Drone Show, stating it will take place in conjunction with the fireworks show on July 4 to celebrate America 250.

He also highlighted the approval of the REC items on the consent agenda, noting the recreation bonds are going to work.

Councilman Shawn Goepfert highlighted healthy community growth. In regard to the public comments on over development, Councilman Shawn Goepfert stated the City is moving forward to repair infrastructure and the decisions the City makes are made based on facts and laws.

Vice Mayor Tracy Grubbs echoed Councilman Lance Green's sentiments on America 250 and thanked the Public Works Department for the work completed in the Horizon Elementary, Hidden Lake Road, Willow Run Road, and Cross Creek subdivision areas. The department re-striped crosswalks and put up signage after receiving a citizen concern.

Mayor Scott Stiltner advised the Youth Job Fair will take place on April 22 at the Port Orange REC center.

12. City Attorney

There was nothing further.

13. City Manager

a. Riverwalk Update

Wayne Clark, City Manager, provided an update on the Riverwalk project including an upcoming meeting with a potential buyer and highlighted the Riverwalk Morning Market events.

b. Stormwater Projects Update

Mr. Clark reported the Jackson Street and Oak Street project has been completed and provided an update on the Cambridge Project, and the Resilient Florida Grant cycle.

c. Parks and Recreation Bond Projects Update

Mr. Clark provided an update on the Willow Run Park and City Center Park Expansion Projects as well as the Coraci Park Expansion.

Mayor Scott Stiltner requested an update on the disc golf course at Buschman Park at the next Council meeting.

<u>BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS</u>

14. Citizen Advisory Committee for TPO

Bobby Ball, CAC for the TPO, had no report as he was unable to attend due to a prior engagement.

PUBLIC HEARING

15. Approval of the request for a Special Exception for a Retail Nursery and Garden Supplies Facility at 1737 Fern Park Drive

> Motion to approve the request for a Special Exception for a Retail Nursery and Garden Supplies Facility at 1737 Fern Park Drive was made by Councilman Lance Green and Seconded by Vice Mayor Tracy Grubbs.

Penelope Cruz, Planning Manager, introduced the item, provided details, and answered Council Members' questions.

> Motion carried unanimously by roll call vote.

REGULAR AGENDA

16. Intent to Reject all bids for ITB #25-23 City of Port Orange Hunting Lease

Mr. Clark introduced the item and provided details.

Mayor Scott Stiltner stated he would be interested in rejecting all bids and extending the lease for the current occupant for one year.

Vice Mayor Tracy Grubbs commented on the property’s size relative to its current use, noting that it makes up approximately 65% of the City’s total area. He also indicated a desire for the City to hold a discussion in the near future regarding the property’s future land use.

Councilman Lance Green stated his preference is that the City retain the property as a revenue-generating asset rather than a liability by opening it to the public. He noted that the property is designated as a conservation and mitigation area. He further expressed a desire to proceed with a one-year lease to ensure the property is protected, followed by the development of an RFP for future use, rather than utilizing the bid process.

Councilman Shawn Goepfert agreed with rejecting all bids and extending the lease to the current Hunt Club through the end of April 2027. He also recommended that Council hold a workshop to consider other possible uses, such as multi-use by opening it up to the public to allow families to enjoy the property as well as allowing hunting.

Motion to accept Staff's recommendation to reject all bids for ITB #25-23 was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs.

Linda Winchester, Volusia County resident, commented that Smokey Hunt Club operated the Hunting Camp for approximately 45 years and stated she would like to see the property remain a hunting camp for families to enjoy but not under the current group.

Motion carried unanimously by roll call vote.

Matt Jones, City Attorney, confirmed that there is a consensus for a new lease, keeping the rate of the new lease at the same rate as last year's rate with a term to expire the end of April 2027. He asked for Council's authorization to allow the City Manager to sign the lease once accepted by the current tenant, in an effort to move the process along.

Mr. Jones further recommended that the City use the terms of the modified bid that was used as part of the bid solicitation, as the base lease terms for the new lease, as this would put the City in the best possible position in relation to safety and other concerns previously raised.

Councilman Lance Green asked about lease expiration and insurance coverage.

Mr. Jones provided clarification.

Motion to offer a one-year lease expiring April 2027 to G&G Sportsman Club Outdoors at the same price as last year's rent at the terms listed in the bid document; and authorize the City Manager to execute that lease was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs.

Robert Thomas Jr., former owner of Smokey Hunt Club, commented on a previous bidder and violations that are in place at the camp.

Herb Miller, hunt club member, commented on the impact hunting has in Volusia County and the wildlife habitat, stewardship to the land, and how they treat it.

Amanda Ackerman, hunt club member, stated that this Hunt Club isn't just land, it's a way of life. It's where kids grew up and learned about responsibility, respect for the outdoors, patience, and discipline.

Jamie Caulkins, hunt club member, stated that each person present tonight is here as a group, not on behalf of any of the bidding parties, and thanked Council for their time. Mr.

Caulkins expressed his appreciation to the City on behalf of the members, that they didn't have to move out so quickly. He also suggested that if something is not put in place by the time the new lease expires on April 30, 2027, that language be added to the lease to allow for another extension.

Bruce McGee, resident, thanked Council for the lease extension and expressed his concerns if the City were to open this land to the public.

Mayor Scott Stiltner stated he appreciates the passion each of the members has for this land and thanked everyone for being respectful in the process.

Motion carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

Councilman Shawn Goepfert provided an update on the First Step Shelter to include that the Executive Director resigned, and the board will be recruiting a replacement.

b. Port Orange South Daytona Chamber of Commerce - Councilman Shawn Goepfert

Councilman Shawn Goepfert provided an update on the Port Orange South Daytona Chamber of Commerce to include several events coming up.

c. ArtHaus - Vice Mayor Tracy Grubbs

Vice Mayor Tracy Grubbs provided an update on the ArtHaus.

ADJOURNMENT - 8:05 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (B6a) Approval of Addendum No. 1 to the Rental Quotes (#Q12146 & #Q12147) with Ring Power for the rental of temporary back-up generators to be located at 520 Monroe Street and 410 Monroe Place

DEPARTMENT: Public Works

GOAL: 1 - Public Safety
3 - Quality of Life
2 - Infrastructure

RECOMMENDED MOTION: Move to approve Addendum No. 1 to the Rental Quotes (#Q12146 and #Q12147) with Ring Power Corporation for the rental of temporary back-up generators at 520 Monroe Street and 410 Monroe Place; authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Engineering Staff is currently in the design phase for a project that will install permanent back-up generators at the Stormwater Pump Stations located at 520 Monroe Street and 410 Monroe Place. Until the permanent back-up generators are installed, temporary rental generators will be utilized during the storm season to ensure continued operation of the pump stations during power outages.

Three (3) quotes were solicited for the monthly rental of a back-up generator for the Stormwater Pump Stations, with Ring Power submitting the lowest responsive quotes.

The proposed rental agreement is for an amount not to exceed $29,828.44 at each location for a total of $59,656.88. The rental term will begin June 1, 2026, and terminate December 1, 2026. This total cost includes six (6) months of generator rental, delivery and setup, return, and all required environmental fees.

The cost of the equipment rental will be charged to the appropriated budget in Public Works — Stormwater.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	RingPower Addendum No. 1 to Rental Quotes	RingPower Addendum No. 1 to Rental Quotes.pdf
2.	Scope of Work - 410 Monroe PLACE	Scope of Work - 410 Monroe PLACE.pdf
3.	Scope of Work - 520 Monroe Street	Scope of Work - 520 Monroe Street.pdf
4.	Quote - Ring Power 410 Monroe Place	Quote - Ring Power.pdf
5.	Quote - Ring Power 520 Monroe Street	250kw_-_520_Monroe_St_Monthly__4.1.26_[19303].pdf
6.	Quote - United Rentals	Quote - United Rentals.pdf
7.	Quote - Cummings	Quote - Cummings.pdf

Julia Wiggins	Created/Initiated - 04/06/2026
Junos Reed	Approved - 04/15/2026
Sue Wang	Approved - 04/15/2026

Matthew Jones	Approved - 04/20/2026
Wayne Clark	Final Approval - 04/24/2026

ADDENDUM NO. 1
to Ring Power Corporation Generator Rental Quotes Q12146 and Q12147
dated _____, 2026

This Addendum No. 1 ("Addendum") is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **RING POWER CORPORATION** ("Contractor"), a Florida corporation, whose principal address is 500 World Commerce Parkway, Saint Augustine, Florida 32092, collectively "the Parties." The Parties have agreed as follows:

1. This Addendum No. 1 supplements the Rental Quote(s) ("Base Contract") for the rental of two (2) 300 KW temporary backup generators located at 520 Monroe Street and 410 Monroe Place, and as more specifically described in the Base Contract, dated as indicated above, between Ring Power Corporation and the City of Port Orange. The Base Contract, and this Addendum, attached hereto as Exhibit No. 1, are made a part hereof by reference and shall constitute the formal written Contract between the City and Contractor.

2. *Term*: The term of this Addendum No. 1 shall commence on June 1, 2026 and continue until December 1, 2026 ("Term").

3. *City Obligations*. In return for the services identified in the Base Contract, the City agrees to compensate Contractor at the rates set forth in the Base Contract subject to a limit not to exceed Twenty-Nine Thousand Eight Hundred Twenty-Eight and 44/100 Dollars ($29,828.44) per location, a total amount not to exceed Fifty-Nine Thousand Six Hundred Fifty-Six and 88/100 Dollars ($59,656.88), which shall include rental, delivery and setup, and all required environmental fees. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Administration*. Junos Reed, City Engineer, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals,

arbitration, litigation or claims shall have been finally disposed of.

6. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(d) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(e) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(f) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(g) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

7. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-

payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements				
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00, if marked.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**			

8. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

9. *Notice.* For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Junos Reed, City Engineer 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5752
Contractor:	Ring Power Corporation Attention: Randal L. Ringhaver, Chairman 500 World Commerce Parkway Saint Augustine, Florida 32092 E-Mail: _____@RingPower.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

10. *Liability*. Notwithstanding anything to the contrary contained herein, the City shall bear the liability for any damage caused to leased equipment, as a result of the City's negligence. The City agrees to maintain insurance for the duration of the rental period of such type and in such an amount sufficient to pay for any damages to the leased equipment caused by the City up to the full amount of the replacement cost of the leased equipment.

11. *Integration*. This Addendum No. 1 shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. In the event of a conflict between the Base Contract, and this Addendum, this Addendum shall control.

12. *Contract Construction*. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Addendum shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Addendum.

13. *Authority to Sign*. Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Addendum.

[remainder of page intentionally left blank]

Witnesses:

_____

Printed Name: _____

_____

Printed Name: _____

RING POWER CORPORATION

By: _____

Name/Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the State of Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

Attest:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "1"

Contractor's Quote

Consisting of 6 Pages

Rental Quote
Quote Q12146

Power Systems Division
500 WORLD COMMERCE PARKWAY, ST AUGUSTINE, FL 32092
ST AUGUSTINE PSD 904 737 7730

Date Out: **04/01/2026 Wed**
Est. Date In: **04/28/2026 Tue**
Delivery Date: **04/01/2026 Wed**

Customer: **005589**
Bill to: **CITY OF PORT ORANGE**
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

Jobsite: **LIFT STATION**
Contact: **DARREN MELANSON**
Phone: **386-290-8777**
520 MONROE ST
520 MONROE ST
PORT ORANGE, FL, 32129
SMALL TRUCK NEEDED TO PLACE GEN
LANDOLL WILL NOT WORK

Sales Rep: **GREG BAKER FITZGERALD - RENT**
Order By: **DARREN MELANSON**
PO #: **TO FOLLOW**
Deliv Notes: **SMALL TRUCK NEEDED TO PLACE GEN LANDOLL WONT WORK**

QTY	DESCRIPTION		DAY	WEEK	4WEEK	
Rental Items						
1.	300KW GENERATOR SET	Single Shift	$535	$1,607	$4,822	$4,822
	Voltage: 277/480v, 3 phase					
	Frequency: 60 HZ					
	HRS ALLOWED: 8/40/176					
	QUOTED AS 250KW					
Miscellaneous Items						
1	ENV FEE			2.00 %		96.44
1	DELIVERY			250.00 each		250.00
1	PICK UP			250.00 each		250.00

..... THANK YOU FOR YOUR BUSINESS!.....

Total: 5,418.44

QUOTE

~~AGREEMENT AND ACKNOWLEDGEMENT~~

~~BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.~~

LESSEE SIGNATURE X See Page 7 of COPO Addendum No. 1 **DATE** _____

PRINT NAME _____

TITLE _____

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA
ACCEPTED: RING POWER CORPORATION

BY (LESSOR) JASON GOMES

DATE 4/1/2026

ORIGINAL

Terms and Conditions continued on the backside of this Rental Agreement

- All emergency and Storm related rentals will be charged at the Unlimited Usage rate and will carry a minimum charge as outlined on the schedule below:
  35-400 kW (1) week minimum charge at the unlimited rental rate
  401- 2000 kW (2) week minimum charge at the unlimited rental rate

Shift1

- RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED
  SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 176 HRS / 4 WEEKS
  DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 352 HRS / 4 WEEKS
  TRIPLE SHIFT = UNLIMITED USAGE

CUST1

- The customer is responsible for installation, removal, and maintenance of all equipment.

Note6

- The pricing set forth in this quote is valid for thirty (30) days, after which this quote expires.

INS3

- Ring Power requires the customer to provide certificate of insurance showing PROPERTY DAMAGE coverage for rented/leased equipment for the replacement value of the equipment.
  ~~Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder.~~
  ~~If customer elects not to provide property damage coverage there will be an additional monthly charge of 14% for our Fire, Theft, and Vandalism Waiver.~~

Emergency

QUOTE

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

1 . RENTAL: Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. ~~Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed by Lessee.~~

2. ACCEPTANCE AND RETURN OF EQUIPMENT: The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.

3. CHARGES: ~~Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash.~~ If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month. Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. ~~No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.~~

4. USE OF EQUIPMENT: Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).

5. SERVICE: Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.

~~**6. LIABILITY:** Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.~~

7. INSURANCE: Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least $1,000,000 with bodily injury and death liability limits of at least $1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of ~~such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor.~~ Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, ~~and shall also include general average and salvage charges on Equipment while waterborne.~~

8. COMPLIANCE WITH LAW: Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify ~~and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.~~

9. VENUE AND CHOICE OF LAW: This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.

10. DEFAULT: An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.

11. REMEDIES: All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.

12. DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.

13. NOTICES: Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.

14. SPECIAL PROVISIONS:

a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.

~~b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.~~

c.) FIRE, THEFT AND VANDALISM WAIVER ("FTV")**: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines in Mowing and Mulching Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) $500 per item of equipment; or (b) triple the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage. *****Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.***

d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.

e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.

f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party s authorized representative shall be deemed to be binding upon such party.

g.) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.

h.) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensure to safely do so. CUSTOMER releases, holds harmless and will indemnify Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.

i.) SAFETY EQUIPMENT. CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. ~~CUSTOMER will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.~~

Initials: See Page 7 of COPO Addendum No. 1

Rental Quote
Quote Q12147

Power Systems Division
500 WORLD COMMERCE PARKWAY, ST AUGUSTINE, FL 32092
ST AUGUSTINE PSD 904 737 7730

Date Out: **04/01/2026 Wed**
Est. Date In: **04/28/2026 Tue**
Delivery Date: **04/01/2026 Wed**

Customer: **005589**
Bill to: **CITY OF PORT ORANGE**
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

Jobsite: **LIFT STATION 2**
Contact: **DARRAN MELANSON**
Phone: **386-290-8777**
410 MONROE PL
410 MONROE PL
PORT ORANGE, FL, 32129
SMALL TRUCK NEEDED TO PLACE GEN
LANDOLL WILL NOT WORK
Sales Rep: **GREG BAKER FITZGERALD - RENT**
PO #: **TO FOLLOW**

Order By: **DARRAN MELANSON**
Deliv Notes: **SMALL TRUCK NEEDED TO PLACE GEN LANDOLL WONT WORK**

QTY	DESCRIPTION		DAY	WEEK	4WEEK
Rental Items					
1.	300KW GENERATOR SET	Single Shift	$535	$1,607	$4,822
	Voltage: 277/480v, 3 phase				
	Frequency: 60 HZ				
	HRS ALLOWED: 8/40/176				
	QUOTED AS 250KW				

Miscellaneous Items

1	ENV FEE	2.00 %	96.44
1	DELIVERY	250.00 each	250.00
1	PICK UP	250.00 each	250.00

..... THANK YOU FOR YOUR BUSINESS!.....

Total: **5,418.44**

QUOTE

~~**AGREEMENT AND ACKNOWLEDGEMENT**~~

~~BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.~~

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA
ACCEPTED: RING POWER CORPORATION

LESSEE SIGNATURE X See Page 7 of COPO Addendum No. 1 **DATE** _____
BY (LESSOR) JASON GOMES

PRINT NAME _____

TITLE _____ **DATE** 4/1/2026

ORIGINAL

Terms and Conditions continued on the backside of this Rental Agreement

Emergency

- All emergency and Storm related rentals will be charged at the Unlimited Usage rate and will carry a minimum charge as outlined on the schedule below:
  35-400 kW (1) week minimum charge at the unlimited rental rate
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Shift1

- RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED
  SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 176 HRS / 4 WEEKS
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- The pricing set forth in this quote is valid for thirty (30) days, after which this quote expires.

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- Ring Power requires the customer to provide certificate of insurance showing PROPERTY DAMAGE coverage for rented/leased equipment for the replacement value of the equipment.
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7. INSURANCE: Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least $1,000,000 with bodily injury and death liability limits of at least $1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of ~~such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor.~~ Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment. while in transit or otherwise within the United States of America and Canada, ~~and shall also include general average and salvage charges on Equipment while waterborne.~~

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10. DEFAULT: An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.

11. REMEDIES: All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.

12. DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.

13. NOTICES: Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.

14. SPECIAL PROVISIONS:

a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.

~~b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.~~

c.) FIRE, THEFT AND VANDALISM WAIVER ("FTV") **: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initialing the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines in Mowing and Mulching Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) $500 per item of equipment; or (b) triple the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage. ***Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.***

d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.

e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.

f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.

g.) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.

h.) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensure to safely do so. CUSTOMER releases, holds harmless and will indemnify Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.

i.) SAFETY EQUIPMENT. CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. ~~CUSTOMER will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.~~

Initials: See Page 7 of COPO Addendum No. 1

Scope of Work
Public Works

LOCATION:
410 Monroe Place
Port Orange, FL 32127

DESCRIPTION:
Provide rental of a 300 KW Generator for the Pump Station located at 410 Monroe Place. Rental to include delivery and return fees.

Scope of Work
Public Works

LOCATION:
520 Monroe Street
Port Orange, FL 32127

DESCRIPTION:
Provide rental of a 300 KW Generator for the Pump Station located at 520 Monroe Street. Rental to include delivery and return fees.

Rental Quote
Quote Q12147

Power Systems Division
500 WORLD COMMERCE PARKWAY, ST AUGUSTINE, FL 32092
ST AUGUSTINE PSD 904 737 7730

Date Out: **04/01/2026 Wed**
Est. Date In: **04/28/2026 Tue**
Delivery Date: **04/01/2026 Wed**

Customer: **005589**
Bill to: **CITY OF PORT ORANGE**
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

Jobsite: **LIFT STATION 2**
Contact: **DARRAN MELANSON**
Phone: **386-290-8777**
410 MONROE PL
410 MONROE PL
PORT ORANGE, FL, 32129
SMALL TRUCK NEEDED TO PLACE GEN
LANDOLL WILL NOT WORK
Sales Rep: **GREG BAKER FITZGERALD - RENT**
PO #: **TO FOLLOW**

Order By: **DARRAN MELANSON**
Deliv Notes: **SMALL TRUCK NEEDED TO PLACE GEN LANDOLL WONT WORK**

QTY	DESCRIPTION		DAY	WEEK	4WEEK
Rental Items					
1.	300KW GENERATOR SET	Single Shift	$535	$1,607	$4,822
	Voltage: 277/480v, 3 phase				
	Frequency: 60 HZ				
	HRS ALLOWED: 8/40/176				
	QUOTED AS 250KW				
Miscellaneous Items					
1	ENV FEE		2.00 %		96.44
1	DELIVERY		250.00 each		250.00
1	PICK UP		250.00 each		250.00

..... THANK YOU FOR YOUR BUSINESS!.....

Total: 5,418.44

QUOTE

AGREEMENT AND ACKNOWLEDGEMENT

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA

LESSEE SIGNATURE X _____ **DATE** _____

ACCEPTED: RING POWER CORPORATION

PRINT NAME _____

BY (LESSOR) JASON GOMES

TITLE _____

DATE 4/1/2026

ORIGINAL

Terms and Conditions continued on the backside of this Rental Agreement

Emergency

- All emergency and Storm related rentals will be charged at the Unlimited Usage rate and will carry a minimum charge as outlined on the schedule below:
  35-400 kW (1) week minimum charge at the unlimited rental rate
  401- 2000 kW (2) week minimum charge at the unlimited rental rate

Shift1

- RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED
  SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 176 HRS / 4 WEEKS
  DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 352 HRS / 4 WEEKS
  TRIPLE SHIFT = UNLIMITED USAGE

CUST1

- The customer is responsible for installation, removal, and maintenance of all equipment.

Note6

- The pricing set forth in this quote is valid for thirty (30) days, after which this quote expires.

INS3

- Ring Power requires the customer to provide certificate of insurance showing PROPERTY DAMAGE coverage for rented/leased equipment for the replacement value of the equipment.
  Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder.
  If customer elects not to provide property damage coverage there will be an additional monthly charge of 14% for our Fire, Theft, and Vandalism Waiver.

QUOTE

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

1 . RENTAL: Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed by Lessee.

2. ACCEPTANCE AND RETURN OF EQUIPMENT: The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.

3. CHARGES: Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month. Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.

4. USE OF EQUIPMENT: Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date[s] the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).

5. SERVICE: Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.

6. LIABILITY: Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.

7. INSURANCE: Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least $1,000,000 with bodily injury and death liability limits of at least $1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.

8. COMPLIANCE WITH LAW: Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.

9. VENUE AND CHOICE OF LAW: This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.

10. DEFAULT: An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.

11. REMEDIES: All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.

12. DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.

13. NOTICES: Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.

14. SPECIAL PROVISIONS:

a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.

b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.

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d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.

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Initials: _____

Rental Quote
Quote Q12146

Power Systems Division
500 WORLD COMMERCE PARKWAY, ST AUGUSTINE, FL 32092
ST AUGUSTINE PSD 904 737 7730

Date Out: **04/01/2026 Wed**
Est. Date In: **04/28/2026 Tue**
Delivery Date: **04/01/2026 Wed**

Customer: **005589**
Bill to: **CITY OF PORT ORANGE**
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

Jobsite: **LIFT STATION**
Contact: **DARREN MELANSON**
Phone: **386-290-8777**
520 MONROE ST
520 MONROE ST
PORT ORANGE, FL, 32129
SMALL TRUCK NEEDED TO PLACE GEN
LANDOLL WILL NOT WORK

Sales Rep: **GREG BAKER FITZGERALD - RENT**
Order By: **DARREN MELANSON**
PO #: **TO FOLLOW**
Deliv Notes: **SMALL TRUCK NEEDED TO PLACE GEN LANDOLL WONT WORK**

QTY	DESCRIPTION		DAY	WEEK	4WEEK	
Rental Items						
1.	300KW GENERATOR SET	Single Shift	$535	$1,607	$4,822	$4,822
	Voltage: 277/480v, 3 phase					
	Frequency: 60 HZ					
	HRS ALLOWED: 8/40/176					
	QUOTED AS 250KW					
Miscellaneous Items						
1	ENV FEE			2.00 %		96.44
1	DELIVERY			250.00 each		250.00
1	PICK UP			250.00 each		250.00

..... THANK YOU FOR YOUR BUSINESS!.....

Total: 5,418.44

QUOTE

AGREEMENT AND ACKNOWLEDGEMENT

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LESSEE SIGNATURE X _____ **DATE** _____

PRINT NAME _____

TITLE _____

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA
ACCEPTED: RING POWER CORPORATION

BY (LESSOR) JASON GOMES

DATE 4/1/2026

ORIGINAL

Terms and Conditions continued on the backside of this Rental Agreement

- All emergency and Storm related rentals will be charged at the Unlimited Usage rate and will carry a minimum charge as outlined on the schedule below:
  35-400 kW (1) week minimum charge at the unlimited rental rate
  401- 2000 kW (2) week minimum charge at the unlimited rental rate

Shift1

- RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED
  SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 176 HRS / 4 WEEKS
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CUST1

- The customer is responsible for installation, removal, and maintenance of all equipment.

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- The pricing set forth in this quote is valid for thirty (30) days, after which this quote expires.

INS3

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  Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder.
  If customer elects not to provide property damage coverage there will be an additional monthly charge of 14% for our Fire, Theft, and Vandalism Waiver.

Emergency

QUOTE

TERMS AND CONDITIONS

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2. ACCEPTANCE AND RETURN OF EQUIPMENT: The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.

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5. SERVICE: Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.

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7. INSURANCE: Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least $1,000,000 with bodily injury and death liability limits of at least $1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.

8. COMPLIANCE WITH LAW: Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.

9. VENUE AND CHOICE OF LAW: This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.

10. DEFAULT: An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.

11. REMEDIES: All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.

12. DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.

13. NOTICES: Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.

14. SPECIAL PROVISIONS:

a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.

b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.

c.) FIRE, THEFT AND VANDALISM WAIVER ("FTV")**: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines in Mowing and Mulching Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) $500 per item of equipment; or (b) triple the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage. ***Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.***

d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.

e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.

f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party s authorized representative shall be deemed to be binding upon such party.

g.) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.

h.) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensure to safely do so. CUSTOMER releases, holds harmless and will indemnify Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.

i.) SAFETY EQUIPMENT. CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. CUSTOMER will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.

Initials: _____

United Rentals
POWER & HVAC

BRANCH ABC
3955 GRISSOM PKWY
COCOA FL 32926-3669
321-832-9305

RENTAL QUOTE

260506672

Customer #	: 2629647
Quote Date	: 03/30/26
Estimated Out	: 06/01/26 11:00 AM
Estimated In	: 06/29/26 11:00 AM
UR Job Loc	: 410 MONROE PLACE, PO
UR Job #	: 36
Customer Job ID:	
P.O. #	: NPOR
Ordered By	: DARRAN M
Written By	: PETER CLEEVELEY
Salesperson	: PETER CLEEVELEY

Job Site

PUMP STATION 2
410 MONROE PLACE
PORT ORANGE FL 32127

Office: 386-506-5500

CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	2403311	GENERATOR 300-349 KVA		859.00	1,778.00	5,301.00	5,301.00

Rental Subtotal: 5,301.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	386.950	EACH	386.95
1	PICKUP CHARGE	386.950	EACH	386.95

Sales/Misc Subtotal: 773.90

Agreement Subtotal: 5,074.90
Estimated Total: 6,074.90

COMMENTS/NOTES:

ONSITE CONTACT: DARRAN M
DLV/PKU LOC SELECTED BY MAP PIN OPTION

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

U1INVPDF

Cummins **Sales and Service**

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE, FL 32129-1759

OWNER

CITY OF PORT ORANGE
MONROE PLACE
409 MONROE PL
PORT ORANGE, FL 32127-
DARRAN MELANSON - 386 290-8777

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
31-MAR-2026					
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
362430					
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
246023					

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

COMPLAINT

PROVIDE 250KW RENTAL GENERATOR FOR
THE PERIOD OF 4 WEEKS STARTING JUNE 1ST

LOCATION
MONROE PLACE
409 MONROE PL
PORT ORANGE FL 32127

RENTAL FEE $6,272.2800
SHIPPING TO $665.00
SHIPPING FROM $665.00

CAUSE CUSTOMER REQUEST

CORRECTION CUSTOMER IS RESPONSIBLE FOR CONNECT AND DISCONNECT

TOWABLE GENERATOR WILL BE DELIVERED FULL OF FUEL AND DIESEL EXHAUST FLUID "DEF" (IF REQUIRED).
CONTAINERIZED UNITES WILL BE DELIVERED WITH LESS THAN 200 GALLONS.
ON-BOARD FUEL CAPACITY IS 1,000 GALLONS. .
CUSTOMER IS RESPONSIBLE FOR FUEL DURING THE RENTAL PERIOD.
CUSTOMER IS RESPONSIBLE TO RETURN IN THE SAME MANNER AS DELIVERED.
FUEL AND DEF SERVICE IS AVAILABLE THROUGH UR.
IT IS THE CUSTOMER RESPONSIBILITY TO VERIFY ALL FLUIDS EACH DAY TO ENSURE PROPER OPERATION.

COVERAGE CUSTOMER BILLABLE

REMARK THANK YOU FOR YOUR BUSINESS

SRO EMAILED TO DARRAN MELANSON

1	FIELD SERVICE	FIELD SERVICE	**10,906.57**

Completion date : 01-Apr-2026 01:41PM. Estimate expires : 30-Apr-2026 12:41PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)_____ **SIGNATURE**_____ **DATE**_____

Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

ORLANDO FL BRANCH
4820 ORANGE BLOSSOM TRAIL
MV#95745
ORLANDO, FL 32810-
(407)298-2080

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE, FL 32129-1759

OWNER

CITY OF PORT ORANGE
MONROE PLACE
409 MONROE PL
PORT ORANGE, FL 32127-
DARRAN MELANSON - 386 290-8777

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
31-MAR-2026					
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
362430					
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
246023					

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		0	260563517	2550KW RENTAL GENERATOR	S1-NSPART4	6,272.28	6,272.28
1		0	DELIVERY	DELIVERY CHARGE	S1-NSPART4	665.00	665.00
1		0	PICKUP	PICKUP CHARGE	S1-NSPART4	665.00	665.00

TAX EXEMPT NUMBERS:

PARTS:		7,602.28
PARTS COVERAGE CREDIT:		0.00CR
TOTAL PARTS:	**7,602.28**	
SURCHARGE TOTAL:		**0.00**
LABOR:		0.00
LABOR COVERAGE CREDIT:		0.00CR
TOTAL LABOR:	**0.00**	
MISC.:		0.00
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	**0.00**	
COUNTY		**0.00**
STATE		**0.00**

Completion date : 01-Apr-2026 01:41PM. Estimate expires : 30-Apr-2026 12:41PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	18,508.85
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**18,508.85**

AUTHORIZED BY (print name)_____ **SIGNATURE**_____ **DATE**_____

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (B6b) Approval to Award Continuing Services Contract with Barfield Group and Bowman Consulting Group under RFSQ #25-24 for Citywide Right-of-Way Consulting Services

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to award Contracts for City-Wide Right-of-Way Consulting Services to Barfield Group and Bowman Consulting Group for RFSQ #25-24, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Staff recommends approval to award RFSQ #25-24 for City-Wide Right-of-Way Consulting Services to Barfield Group and Bowman Consulting Group. The initial need of this service is to acquire right-of-way for the Dunlawton Avenue Turn Lanes bundle project (FDOT #449770; City Project #CD215) and in the near future for the Clyde Morris Turn Lanes bundle project (FDOT#447833; City Project #CD205), and these contracts will be available for use for other City projects where right-of-way easement or acquisition is needed. Due to these types of projects being federally funded, the right-of-way or easement acquisition process must follow FDOT guidelines and the US Federal Highway Administration's Uniform Act property acquisition policy process. Both the Barfield Group and Bowman Consulting Group are qualified to perform these services.

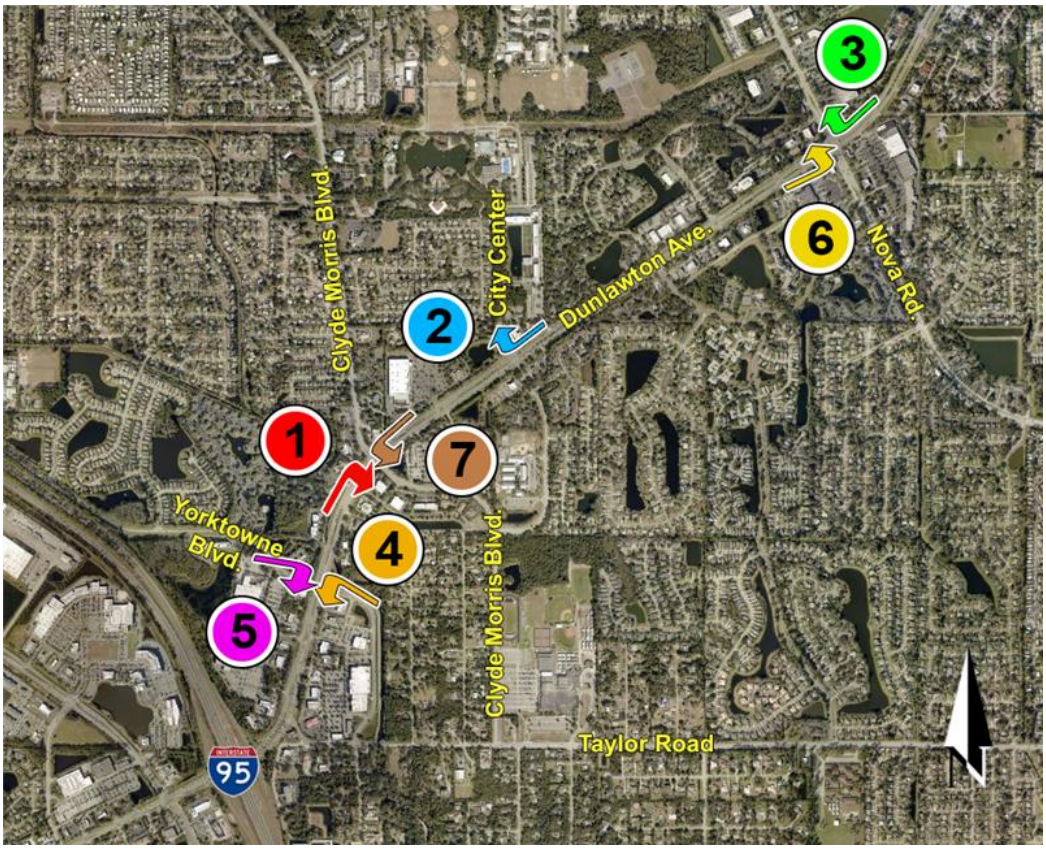
Four (4) responses were received for #25-24 and all were deemed responsive. Upon review by the Evaluation Committee, agreement by consensus was to recommend award to the top two (2) firms based on a combination of overall scores and the firms' ability to best meet the needs of the City for these services.

Either Barfield Group or Bowman Consulting Group will contact the property owners regarding the acquisition of right-of-way or easement determined to be needed for a City project, negotiate the sale price or easement agreement, and, if successful, complete the acquisitions or easement agreements. The consultant's services include discussions with each property owner and provide appraisal services in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Florida Department of Transportation Supplemental Appraisal Standards. This process will determine the cost of acquiring the right-of-way areas negotiated with the property

owners.

In 2025, the City entered into a Locally Funded Agreement (LFA) with FDOT for the right-of-way acquisition phase associated with the Dunlawton Avenue Turn Lanes Bundle Project (FDOT #449770). The design and permitting of the turn lanes, along with pedestrian improvements at the intersections, have been completed. Currently, this project is included in the FDOT Adopted Five-Year Work Program, with right-of-way acquisition funded for 2026 and construction funded for late 2026 or early 2027. The general location of the seven (7) turn lane projects is described and shown below:

1. Eastbound right-turn lane on Dunlawton Avenue at the intersection with Clyde Morris Boulevard.
2. Westbound right-turn lane on Dunlawton Avenue at the intersection with City Center Parkway.
3. Westbound right-turn lane on Dunlawton Avenue to the intersection with Nova Road.
4. Eastbound right-turn lane on Yorktowne Boulevard at the intersection with Dunlawton Avenue.
5. Extension of the existing westbound left-turn lane on Yorktowne Boulevard at the intersection with Dunlawton Avenue.
6. Eastbound left-turn lane extension on Dunlawton Avenue at the intersection with Nova Road.
7. Westbound left-turn lane extension on Dunlawton Avenue at the intersection with Clyde Morris Boulevard.

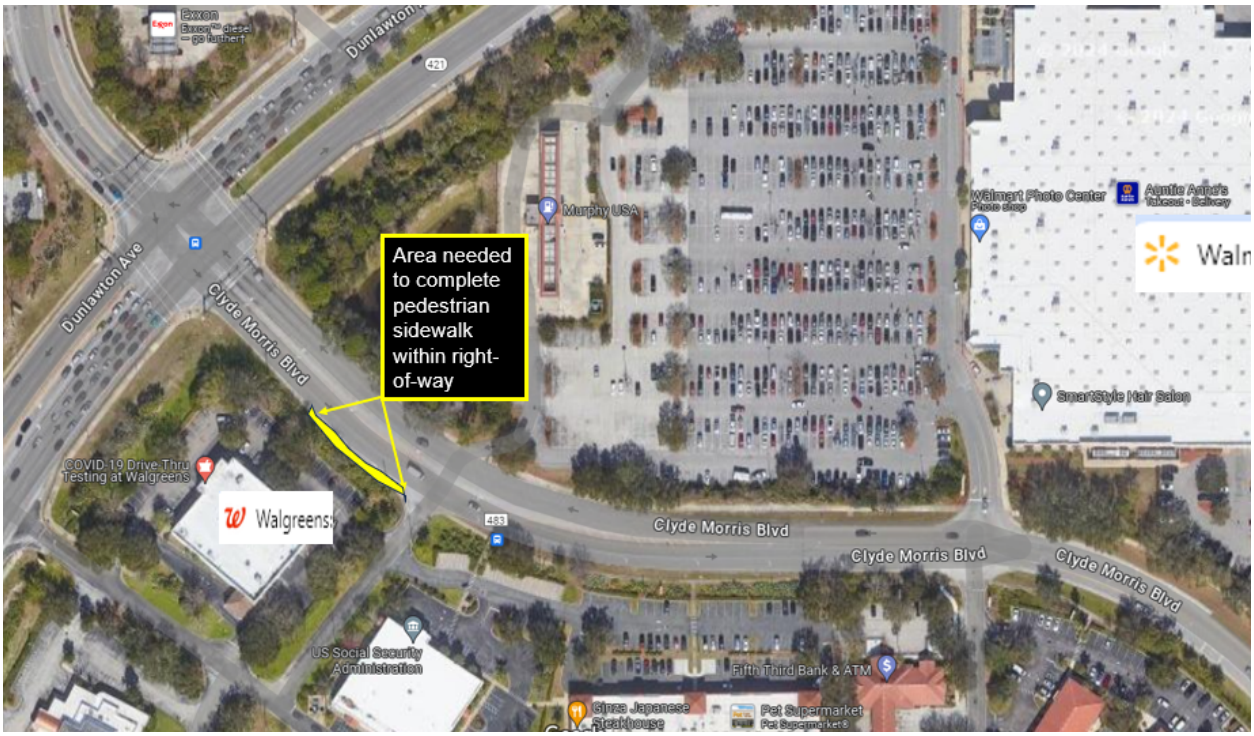


As part of the design of the turn lane improvements, the design consultant identified two (2) areas where right-of-way or an easement would be needed to construct the turn

lanes and associated pedestrian improvements.

1) A 50-square-foot triangular area at the northeast corner of Dunlawton Avenue and Nova Road to accommodate the right turn lane being added. Once this area is obtained, it will either be an easement granted to FDOT or part of FDOT's right-of-way for Dunlawton Avenue.

2) A 1,836-square-foot strip of property (+/- 11 feet by 175 feet) along the east side of Clyde Morris Boulevard between Dunlawton Avenue and the shared driveway for Walgreens and the Social Security Administration Office. This area is not required to construct the turn lane at this intersection, but it will allow for an existing sidewalk gap to be connected and provide connectivity for pedestrians. Once this area is obtained, it will either be part of Volusia County's right-of-way for Clyde Morris Boulevard or a pedestrian easement between the City and Walgreens.



For the Dunlawton Turn Lanes project, at the April 15, 2025 meeting, City Council approved Resolution No. 25-21 to accept the State Funded Agreement in the amount of $222,000.00 for the right-of-way acquisition phase of the project. The amount of the FDOT grant is anticipated to cover all consultant services related to the right-of-way easement acquisition, and no funding match is required from the City. However, the City will need to fund the purchase of right-of-way or easement, which is already budgeted.

Construction funds are scheduled for the Dunlawton Turn Lanes project in late 2026/early 2027. The right-of-way phase **will not impact** the timing of construction. If right-of-way or easement acquisitions are unsuccessful, the Turn Lane Bundle project can still move forward with the construction of three (3) new turn lanes and three (3) extensions to existing turn lanes in late 2026/early 2027, less the westbound Dunlawton Avenue turn lane at Nova Road (Project #1 on the Map above) and/or the sidewalk along Clyde Morris Boulevard.

In regard to the Clyde Morris Turn Lanes project, design is anticipated to start this summer (2026) and the design consultant is expected to define the areas for needed right-of-way to facilitate the right-of-way phase later in 2027/2028.

PRESENTER: Tim Burman, Margaret Tomlinson

ATTACHMENTS:

1.	Edwin R. Barfield, LLC - Standard Contract for Services - RFSQ 25-24 Citywide Right-of-Way Consulting	Edwin R. Barfield, LLC - Standard Contract for Services - RFSQ 25-24 Citywide Right-of-Way Consulting

	Services	Services.pdf
2.	Bowman Consulting Group, Ltd., Inc. - Standard Contract for Services - RFSQ 25-24 Citywide Right-of-Way Consulting Services	Bowman Consulting Group, Ltd., Inc. - Standard Contract for Services - RFSQ 25-24 Citywide Right-of-Way Consulting Services.pdf
3.	RFSQ 25-24 Citywide Right-of-Way Consulting Services Addendum 1	RFSQ 25-24 Citywide Right-of-Way Consulting Services Addendum 1.pdf
4.	RFSQ 25-24 Notice Of Public Meeting Final 4.2026	RFSQ 25-24 Notice Of Public Meeting Final 4.2026.pdf
5.	RFSQ #25-24 Evaluation Committee Scoresheet Final 4.2026	RFSQ #25-24 Evaluation Committee Scoresheet Final 4.2026.pdf
6.	RFSQ #25-24 NOTICE OF INTENT TO AWARD Final 4.2026	RFSQ #25-24 NOTICE OF INTENT TO AWARD Final 4.2026.pdf
7.	RFSQ #25-24 Edwin R. Barfield LLC 2	RFSQ #25-24 Edwin R. Barfield LLC 2.pdf
8.	RFSQ 25-24 Bowman	RFSQ 25-24 Bowman.pdf
9.	449770-1-48-01 (FY26) FDOT LAP Funding Agmt - Dunlawton Ave Turn Lanes (various locations)- Port Orange (1)	449770-1-48-01 (FY26) FDOT LAP Funding Agmt - Dunlawton Ave Turn Lanes (various locations)- Port Orange (1).pdf
10.	Sketch & Legal Description for Clyde Morris	Sketch & Legal Description for Clyde Morris.pdf
11.	Sketch & Legal Description for Dunlawton at Nova	Sketch & Legal Description for Dunlawton at Nova.pdf
12.	Barfield Wage Rate Letter City of Port Orange	Barfield Wage Rate Letter City of Port Orange.pdf
13.	Bowman Port Orange Rates	Bowman Port Orange Rates.pdf

Lisa Epstein	Created/Initiated - 04/10/2026
Tim Burman	Approved - 04/16/2026
Sue Wang	Approved - 04/18/2026
Shannon Balmer	Approved - 04/24/2026
Wayne Clark	Final Approval - 04/24/2026

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2026**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **EDWIN R. BARFIELD, LLC** ("Contractor"), a Florida limited liability company, whose principal address is 3165 Cardinal Road, Orlando, Florida 32803. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Citywide Right-of-Way Consulting Services, and as more specifically described in Request for Statement of Qualifications ("RFSQ 25-24"). This Contract together with RFSQ 25-24, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work of RFSQ 25-24, and the Contractor's Rates as submitted by Contractor, are attached hereto as Exhibit "1." A complete copy of RFSQ 25-24 and the Contractor's Statement of Qualifications are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: This Contract may be renewed for up to two (2) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not exceed the appropriated budget. All payments

shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☐	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE**

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Contractor:
Edwin R. Barfield, LLC
Attention: Edwin R. Barfield, Managing Member
3165 McCrory Place
Suite 172
Orlando, Florida 32803
(407) 893-5759 - Telephone
ed@barfieldgroup.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Witnesses:

EDWIN R. BARFIELD, LLC

By:_____

Edwin R. Barfield, Managing Member

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Rates & RFSQ 25-24 Section 3

Consisting of 10 Pages

BARFIELD
GROUP

April 15, 2026

City of Port Orange Purchasing Division
Attn: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Poolman:

As requested, this letter provides certification that our current hourly wage rate for Real Estate Acquisition and Appraisal Services is $190.00. This rate is applicable to only these services that we personally provide. Our hourly rate for litigation support services is $225.00.

For those applicable services that will need to be provided by supporting subconsultants, proposals will be obtained and provided to the City for each of those services which are determined to be needed for completion of each specific project.

Please let me know if there are any questions.

Thank you,

Edwin R. Barfield, SR/WA

3165 McCrory Place • Suite 172 • Orlando, Florida • 32803 • p: 407-893-5759 • f: 407-705-3934

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for right-of-way support services for various projects throughout the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). In most cases, the work efforts are anticipated to be in conjunction with FDOT LAP projects and the finished product will be used by the City to obtain FDOT concurrence to bid the construction of the project and the awarded contractor to build the project.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Consultant. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

The consultant shall follow a systems engineering process to ensure that all required project components are included in the development of the documents and the project can be built as designed and to specifications.

The Consultant will make available the necessary personnel, facilities, and materials to perform the required services through its own employees, joint venture employees, or employees of subconsultants or subcontractors. The Consultant will be required to provide right-of-way support services including, but not limited to the following:

- Acquisition Services
- Appraisal Services
- Cost Estimating
- Production Control
- Relocation Services
- Records Management
- Project Scheduling
- Architectural Services
- Environmental Assessment
- Land Planner Services
- Traffic Engineering
- Business Damage Report Preparation
- Business Damage Report Review
- Audio-Visual Services

- Engineering Services
- Construction Cost Estimating

The City intends to select a minimum of one, and up to two firms to provide the services as outlined in this RFSQ. The City has allotted three (3) years as the initial contract, with the option for two (2) 1-year extensions. Consultants are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances, standard forms and procedures, and recognized standards applicable to such professional services, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all amendments thereto. Additionally, all right of way production tasks will be performed in accordance with the guidelines, standard, procedures, and directives that are a part of this agreement, either directly or incorporated herein by reference.

The consultant will be responsible for all right of way production functions as defined in this Scope of Services, referenced manuals and procedures, and will provide qualified technical and professional personnel to perform to City and applicable FDOT standards and procedures, including FDOT's Right of Way Procedures Manual in effect at the time of Task Authorization. The Consultant shall demonstrate good project management practices while working on the project. These include communication with the City, and others as necessary, management of time and resources, and documentation. The consultant shall minimize to the maximum extent possible the City's need to apply its own resources to assignments authorized by the City.

The individual designated as Consultant's Project Manager will be registered as an active, licensed, agent or broker with the Florida Real Estate Commission. Any agent performing an acquisition function must have an active license with the Florida Real Estate Commission.

The full extent of the possible scope of projects involved is not known at this time; however, the following descriptions outline the City's immediate right-of-way needs for upcoming FDOT Local Agency Program (LAP) projects.

A. **FDOT FPN #449770 includes Dunlawton Avenue Westbound Right Turn Lane at Nova Road** - Consists of constructing a 390 foot long right-turn lane on westbound Dunlawton Avenue at the intersection with Nova Road inclusive of a 50-foot taper, along with drainage improvements to the intersection. The turn lane will add storage capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. Improvements include extension of crosswalk striping and addition of new striping, relocate bank signs and traffic signs, relocate existing luminary and reconstruct entrance to bank driveway, sidewalk, and pedestrian refuge island. Provide and install new 3-section signal head, provide structural analysis of existing mast arm to accommodate, and adjust signal timing due to the extension of pedestrian crosswalks. Addition of right turn lane will require acquisition of approximately 50 SF from the adjacent property owner (Bank of America).

B. **FDOT FPN #449770 includes Dunlawton Avenue Existing Left Turn Lane Extension at Clyde Morris Boulevard -** Consists of extending left turn lane along Dunlawton Avenue at the intersection Clyde Morris Boulevard (westbound) an additional 250 feet from existing taper to improve traffic flow and storage capacity; reduce delays for turning and through vehicles, improve intersection safety, and reduce damage and maintenance cost for medians. Improvements include LED lights and poles to improve the intersection, extension of the existing sidewalk along Clyde Morris Boulevard and upgrade to existing curb ramps and additional signing at the intersection. To complete the extension of the existing sidewalk along the westerly side of Clyde Morris Boulevard (Volusia County maintained), a Pedestrian Easement Agreement is required for approximately 1854 SF strip with the adjacent property owner (Walgreens).

C. **FDOT FPN #447833 includes Clyde Morris Northbound Right Turn Lane at Reed Canal Road –** Consists of constructing an exclusive northbound right turn lane inclusive of a 50-foot taper, along with drainage improvements, relocation of a bus stop and 2 business signs, new signal pole, utility relocation, and reconstruction/upgrades of pedestrian features. Addition of this right turn lane will require a Pedestrian Easement Agreement for an 8-foot wide strip on private property with the adjacent property owners (7-Eleven et al) to achieve the 14' border width per FDM 210.7.1 on Clyde Morris Boulevard (Volusia County maintained).

D. **FDOT FPN #447833 includes Clyde Morris Southbound Right Turn Lane at Madeline Avenue –** Consists of constructing an exclusive southbound right turn lane inclusive of a 50-foot taper, along with drainage improvements, relocation of a bus stop, new signal pole, and utility relocation. Addition of this right turn lane will require a Pedestrian Easement Agreement for an 8-foot-wide strip on private property with the adjacent property owner (The Groves Apartments) to achieve the 14' border width per FDM 210.7.1 on Clyde Morris Boulevard (Volusia County maintained).

E. **FDOT FPN #447833 includes Clyde Morris Southbound Right Turn Lane at Willow Run Boulevard –** Consists of constructing an exclusive southbound right turn lane inclusive of a 50-foot taper, along with drainage improvements, new signal pole, and utility relocation. Addition of this right turn lane will require a Pedestrian Easement Agreement for an 8-foot-wide strip on private property with the adjacent property owner (Presbyterian Church) to achieve the 14' border width per FDM 210.7.1 on Clyde Morris Boulevard (Volusia County maintained).

PROJECT TASKS

Project Common and Project General Tasks:

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the work described is to be performed by the consultant. The Consultant will be fully responsible for carrying out all functions assigned to it herein. All activities and decisions of the Consultant relating to the assigned projects will be subject to review and approval by the City and FDOT. The Consultant will provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities and as necessary for the project. The Consultant may be subject to reviews conducted by the City, FDOT, or FHWA, and will cooperate and assist in the conduct of the reviews. Where deficiencies are noted, remedial action will be immediately implemented by the Consultant in conformance with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial actions taken to correct the deficiencies, either by the Consultant or its subcontractors, vendors, or the like.

1. The Consultant will name a designated representative as Project Manager for each Task Authorization, who will be available for discussions and decisions. A qualified negotiation/relocation specialist will be present during all business hours. Staffing must be appropriate for delivery of documents, relocation assistance payments, or other official business.
2. The Consultant will develop an invoicing system and format such that all billable work can be related to specific tasks/activities, parcel or project involved, and respective hourly rate/time.
3. The Consultant's primary representative will attend meetings, public hearings, and consultations with City staff as requested. The Consultant may be required to assist in the coordination and presentation at public meetings within the City of Port Orange.
4. Any person employed by the Consultant for work under this contract, in any capacity, will be available to testify in any legal proceeding, appeal hearing, or other court or administrative matter relating to the scope of work.
5. The Consultant's Project Manager will prepare responses to the City for all audits, quality assurance reviews, and the like.
6. The Consultant will participate to the extent requested by the City to coordinate with other City departments to resolve issues, questions, or problems related to parcels, including those cited as hazardous waste sites.
7. The Consultant will provide other administrative support and management services as deemed appropriate to achieve the goals and objectives of the rights-of-ways for each project.
8. The Consultant may be required to conduct and/or attend public meetings, meetings with public officials, government agencies, civic groups, businesses, and private citizens as required.
9. The Consultant will develop a Quality Assurance Plan and perform Quality Reviews to assure compliance. The Quality Assurance Plan will detail the procedures, evaluation criteria, and instruction to their organization to assure conformance with the contract terms. The Plan will include (a) a description of the Consultant's Quality Control Organization and outline the autonomy and responsibilities of the organization as well as names and qualifications of specific personnel; (b) a description of the Consultant's Quality Review methods to monitor and assure compliance with the contract requirements and services; (c) a description of the types of records and/or reports to be generated and maintained by the Consultant during the execution of the Quality Assurance program; (d) a detailed description of the methods used by the Consultant to control the quality of work

performed by their subcontractors and vendors.

10. The Consultant will provide a sufficient number of qualified personnel to assist the City in any work pursuant to the successful right-of-way or easement acquisition.
11. At the outset of each project, the Consultant will provide a schedule of task milestones and, at the City's request, will provide regular written updates on the status of the work.
12. In coordination with the Consultant, the City reserves the right to deploy its own resources, if applicable and compliant with the Uniform Act and guideline, referenced herein.
13. The Consultant agrees to coordinate and communicate with the City Attorney's Office throughout the process of acquisition.

ACQUISITION SERVICES

Initial Project Services: The Consultant will:

1. Conduct initial property/owner and parcel research.
2. Contact and conduct meetings with the property owner(s) and/or their authorized representative(s) to:
   a. Solicit the property owner for voluntary participation in the proposed acquisition or easement on the property for the purposes needed for the respective project, either by voluntary donation, negotiated purchase, or value in exchange.
   b. Identify the property owner's willingness to participate in the proposed right-of-way or easement acquisition.
   c. Address the property owner's concerns about the project and the City's purposes for the proposed right-of-way or easement acquisition.
   d. Document the property owner's concerns, requests, and recommendations, and provide same to the City's Project Manager and staff.
   e. Establish a relationship with the property owner to foster the potential for obtaining voluntary cooperation, if possible.
3. Participate in field reviews, team meetings, telephone conferences, and coordination meetings as needed.
4. Provide the property owner with adequate and proper documentation of the right-of-way or easement request, including a Voluntary Property Owner Acquisition Notification Letter, and a Property Owner/Business Survey Questionnaire.
5. Unless otherwise provided by the City, engage a title agent/attorney to provide title binders and a title search report.
6. Unless otherwise provided by the City, obtain a title binder and title search report and title opinion.
7. Obtain written authorization for attorney representation of the property owner if such has not already been provided.

Negotiations: The Consultant will:

1. Establish and maintain accurate and complete working file.
2. Conduct and review title searches, verify all title work, corroborate any discrepancies.
3. Review right of way maps and construction plans provided by the City or other parties.
4. Notify affected parties (owners and business owners) of rights, including that to appraisal and/or business damaged reports pursuant to Florida Statutes 73.015, 73.019, and 73.092 or other applicated Florida Statute. Sample notification letters for contacting parties will be provided to the City for review. The Consultant will be responsible for obtaining correct mailing addresses for real estate owners and businesses and mailing all certified letters and any subsequent void letters.
5. Make follow up contacts in person or by phone to parties notified to ensure receipt of letters, answer questions and/or explain the contents of the letters, whenever necessary.
6. Verify that legal descriptions, right of way maps, and appraisals conform and correspond.
7. Make contacts prior to initiation of negotiations, to the extent possible to obtain subordinate interests of lien holders and tenants and to provide information to property owners, displaced persons/businesses, etc.
8. Attempt to make all first offers in person.
9. Initiate negotiations by making purchase offers based on the approved appraisals and Incentive Program, if applicable) and relocation benefits provided in accordance with the relocation procedures. An offer the acquire an uneconomic remainder and/or retention of improvements may be necessary. The first offer and Replacement Housing Computations (RHP's), if any, are to be made within twenty (20) working days of receipt of the appraisal

report. Requests to extend these time frames must be submitted within ten (10) working days of receipt of the appraisal report.

10. Issue all applicable notices in accordance with State and Federal policies and procedures.
11. Conduct negotiations for the acquisition of each parcel or easement in accordance with all FDOT policies (including Incentive Program) and procedures, making a thorough effort to obtain negotiated settlements/purchases/agreements. Unless dictated by extenuating circumstances, make at least one contact every 30 days, from the initial first offer prior to suit submittal.
12. Thoroughly document all contacts with property owners and/or their representatives or other pertinent parties on appropriate contact records and provide all forms and correspondence.
13. All counteroffers made to the parties must be documented.
14. Comply with current eminent domain procedures with respect to condominium common elements pursuant to current directives and procedures.
15. In accordance with directives/procedures, review any potential hazardous materials report available. Based on this report, advise of the parcels with contamination as well as the type and level.
16. Make updated offers in accordance with FDOT procedures.
17. Evaluate/pursue the project for any encroachments in the existing Right-of-Way. The results of the evaluation will be provided in writing to the City.
18. Conduct research to determine eligibility for potential business damage claims and obtain appropriate documentation to support or refute their eligibility when required by the City or current policy/procedures.
19. Attend meetings to discuss the project, appraisal report, pertinent studies, and business damage reports when requested by the City.
20. Notify the City and provide copies of all financial information obtained from parties.
21. Assure that any requests for productions from parties' legal counsel are answered correctly and in a timely manner.
22. Make as many trips to the project site as required to obtain necessary data for all elements of the project.
23. Attend all technical meetings necessary to execute the Scope of Services. This includes meetings with FDOT and/or City of Port Orange staff, between disciplines and subconsultants. The consultant shall prepare, and submit to the City's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within three (3) working days of attending the meeting.

Business Damage Reports: A qualified Certified Public Accountant will perform any or all of the following services at the City's discretion. The actual number of business damage reports cannot be determined until the business survey questionnaires are completed.

1. Determine whether each business to be examined meets the requirements of Sections 83.015, 73.071, 73.091, 73,092 of Florida Statutes.
2. Visit each business to determine the probable impact of the partial taking or effect of easement on the business operation.
3. Interview the property owner(s), business owner(s), and/or any designated representative to the extent necessary to ensure that a complete understanding of the business operation is obtained.
4. Prepare a Business Damage Estimate Report for a qualifying business(es). Such report(s) will comply with requirements in accordance with applicate Florida Statutes, the Uniform Act, and FDOT rules, policies, procedures, directives, and guidelines. The delivery date for each assignment will be determined and the time necessary for completion of an assignment may vary; however, the range of time allowed will be based generally on the following:
   (a) Eligibility Studies: Two (2) weeks
   (b) Report preparation including research, analysis, report writing, assembling and submission: Three (3) weeks
   (c) Preliminary cost estimates and other research assignments: Two (2) weeks
   (d) Review of Certified Public Accountants/owner/tenant reports: Two (2) weeks.
5. Provide consultation services to the City on matters related to business damages, including, but not limited to:
   (a) Perform preliminary cost estimates to the extent possible with limited data on planned, proposed or hypothetical situations. This may include assignments about City acquisition, eminent domain strategy, pre-litigation mediation, and settlement conferences.
   (b) Conduct research, such as observation of business activities and parking studies, which may include use of

photographic or videotaping equipment. This may be performed by the Consultant or its authorized subconsultants or specialists.

(c) Meet with the City staff or other personnel to discuss any aspect of this contract and the assignments as described herein.
(d) Perform a review of business damage reports submitted by other CPAs under contract with the City, landowners and/or tenants for recommendations to the City for negotiation purposes.
(e) Review of landowner, business owner, and/or tenant CPA fees.
(f) Provide updated business damage reports as required.
(g) Service as an expert witness in legal proceedings, if required by the City.
(h) Obtain the property/business/tenant's damage estimate and provide to the City.
(i) Transmit reviewed business damages estimates to the City. The Consultant will make oral presentation to the City regarding the project, appraisal report, and other pertinent studies and business damage reports.
(j) Conduct negotiations for business damages with the parties based on the approved business damages estimate(s).

Mediation:

The Consultant will participate in the non-binding pre-litigation mediation process, including, but not limited to, coordinating, scheduling, notification, preparing the mediation report, and presenting the City's position at the formal mediation hearing. The mediation report will consist of, but is not limited to, property description, outlie of appraisal(s), and a summary of negotiations. Final authority for mediation rests with the City. Consultant will be responsible for processing all requests for payment of mediation services as requested by the City.

Settlements and Closing: The Consultant will:

1. Receive counteroffers from property owners or their representatives for consideration by the City.
2. When appropriate, prepare justification and recommendations for administrative settlements and submit such recommendations to the City.
3. Prepare and process invoices for requesting warrants for settlement and order of taking deposits, deposit order of taking warrants, in accordance with policies and procedures.
4. Conduct all necessary closings, including closings with owners of tenant-owned improvements, and all related activities including, but not limited to, providing updated title searches, satisfactions of all liens and encumbrances, recording of all title documents, collection and payment of prorated real estate taxes and execution of IRS Form 1099's. The Consultant will follow the FDOT Right of Way Procedure Manual regarding closings as well as the City's directives and procedures.
5. Prepare a preliminary real property/personal property inventory for each parcel in accordance with policies and procedures and update the same as applicable.
6. Review all available information and resolve discrepancies, if any, between parcel inventories, appraisal reports (whether approved or unapproved), relocation inventories, property owner inventories, and tenant inventories.
7. Receive and respond to all inquires for the sale or lease of surplus real property.
8. Inspect, determine, and document the need for rodent control, and so inform the City.
9. Prepare salvage value estimates for improvements that are to be acquired back by the property or business owner.

Suit Preparation and Legal Support: The Consultant will:

1. Review title search, verify and update all title information, and obtain all suit information pertaining to all property interest following the FDOT Right of Way Procedure Manual.
2. Prepare and submit suit packages by the established due dates to the City.
3. For reasons of clarifying title problems, the consultant may be asked to subconsult for the services of a title company.
4. After the suit has been forwarded to the City and any revisions become necessary (i.e., change of ownership, deletion or addition of subordinate interest, etc., all pertinent information will be submitted to the City within five (5) days of notification of such changes.
5. Perform litigation support services including, but not limited to, the following:
   (a) Assist stipulation to Orders of Taking
   (b) Pre-trial or pre-hearing preparation
   (c) Participation in mediation

(d) Preparation of court exhibits
(e) Attendance at depositions, pre-trial hearings, fees and cost hearings or other court hearings
(f) Appearance at Order of Taking hearings or trials
(g) Any other services deemed necessary by the assigned attorney to successfully litigate and defend the City's position in court.

File Transfer: Unless otherwise instructed, file transfers will be conducted as follows. After sixty (60) days, but no later than ninety (90) days after title has transferred, all relocation has been performed, easement executed, and/or the parcel has been thoroughly reviewed, the working file for each parcel is to be provided in electronic form to the City.

Appraisal Review Services:

1. The Consultant will review all appraisal reports assigned, for compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), Topic 575-000-000, Florida Supplemental Standard (FSS), Section 6.2, the appraisers' contractual agreement, including the property use of the designated subconsultant tasks, and generally accepted appraisal practices.
2. The Consultant will prepare a Review Appraiser's Statement to accompany the appraisal reports.
3. In the event that the Consultant is unable to approve with the appraiser's estimate of compensation and has exhausted all avenues of reconciliation with the appraiser, the Consultant will advise the City in writing with explanation and documentation of the steps taken by the Consultant to overcome the concerns.
4. The Consultant will review all updated appraisal reports as assigned for compliance with the USPAP, FDOT Supplemental Standards, and the Appraiser's contractual agreement.
5. The Consultant will analyze the effect of the acquisition on the remaining property and determine the applicability of an Uneconomic Remnant.
6. Additional services may be requested by the City:
   (a) Litigation Support Services: Pre-trail or pre-hearing preparation, participation in mediation proceedings, preparation of court exhibits, attendance at depositions, pre-trial hearings, or other court hearing, appearance at Order of Taking hearings or trials, and any other services deemed necessary by the assigned attorney to successfully litigate and defend the City's position in court.
   (b) The Consultant may be requested to review property owner appraisal reports is the same are received during the negotiation process. The landowner reports will require a review process in the same manner as is required for the review of other appraisal reports with the following exception: The Consultant is not to contact, or request corrections and/or additional data, from the property owner's appraiser.
   (c) The Consultant may be required to review updated appraisal reports due to a time lapse, map revisions or changes on the property. Updated reports will be reviewed and processed in the same manner as original basic services appraisal reports.

Cost Estimating Services:

These services will include, but not be limited to, making estimates for market value of all real estate interests pertinent to the assignment and preparing written cost estimates, specialty reports, estimate of costs to cure, and updates as are required. Such work may include management/administration of subconsultants whose services may be needed to provide these estimates and/or consultation for planning, engineering, traffic engineering, architectural studies, general contractor services, machinery & equipment appraisal, environmental estimates, relocation needs assessment documents and/or other specialty services that may be required to complete the Scope of Services.

Property Management Services:

These services will include, but not be limited to, conducting field reviews and preparing preliminary real property and personal property inventory for each parcel and updates as appropriate. Prepare and process invoices for requesting warrants for property management services including demolition, asbestos surveys, and asbestos abatement. Review all available information and resolve discrepancies between parcel inventories, appraisal reports, relocation inventories, property owner and tenant inventories. Prepare salvage value estimates for improvement that acquired. Maintain accurate working files and assist in coordination, when required, for the purposes of identifying, investigating and/or remediating any environmental or condition of on any parcel. Maintain an inventory of all uneconomic remainders. Receive and respond to all inquiries for the sale or lease of surplus real

property acquired. Develop and implement a plan for surplus property and disposal of excess property. Inspect all properties and advise the City of warranted repairs, maintenance, code enforcement violations, asbestos abatement, demolition, and the like, and make arrangements to secure corrective services through a subcontractor. Submit all detailed reports including inventories of all potential surplus property and records of all inquiries for the sale of such surplus. Be available to testify at any hearing relative to property management and/or environmental concerns. Provide adequate field supervision of all demolition, construction, or corrective/remedial work. Assist the City in the procurement and administration of an environmental consultant and/or contractor to conduct environmental assessment, asbestos abatement specifications, clean up activities, address and resolve issues such as abandoned hazardous materials, soil and groundwater contamination, decommission and removal of pollutant storage tanks. Prepare and submit the necessary permitting and documentation with the Florida Department of Environmental Protection (FDEP) and reimbursement of all costs eligible through the FEDP's Super Act Program, if applicable.

General Contractor Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, the Consultant may be required to perform various cost estimates for building improvements, demolition, salvages values, relocation, furniture/fixtures/equipment, site improvements, landscaping, etc. Additionally, the Consultant may be required to prepare and present Cost-to-Cure estimates by evaluating the following: zoning, land use requirements, impact fees, environmental regulations, parking design standards, building floor plans, structural design, deed restrictions, easements, access/driveways, cross parking agreements, local building codes, topography and grade changes, stormwater, and utilities.

The Consultant will coordinate and supervise any soil testing as required, coordinate with appropriate governmental agencies, overseeing permit applications, and other related services.

Land Planning & Architectural Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, the Consultant may be required to perform various aspects such as determination of zoning designations, existing non-conformities of a property, determination of designated land use, environmental regulations, site inspections, coordinate and perform survey work, prepare drawings and specifications, provide signed & sealed plans/as-built plans. The Consultant will engage and coordinate with a licensed architect or engineer for the respective tasks.

Environmental Assessment Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, a Phase I Environmental Assessment may be required. The Consultant will engage and coordinate with a respective subconsultant to complete site inspections, research and interviews, permitting, and preparation of a Phase I Environmental Assessment Report that identifies and evaluates potential environmental contamination issues associated with the subject parcel and provide recommendations to resolve any outstanding environmental issues. The environmental assessment should be conducted concurrent to the appraisal process whenever possible.

Traffic Engineering Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, certain traffic engineering services may be required. The Consultant will engage and coordinate with a respective subconsultant to determine and verify concurrency and impact fees, as applicable, complete land surveying by a Registered Land Surveyor, aerial maps, parking lot designs, ingress/egress requirements, and traffic studies. Any plotted survey information will include at a minimum, where applicable: property line and existing right-of-way dimensions, proposed right-of-way dimensions, existing topography, location of improvements, distance from each improvement to existing and proposed rights-of-way, parking configurations if affected (existing and proposed), location of site access points (existing and proposed), depiction of building overhangs, traffic patterns, areas of take/easements/residue.

Additional Services:

The Consultant, upon written authorization from the City, will perform any additional services as may be required for successful completion of the right-of-way or easement acquisitions including audio-visual services, graphic artist services, engineering services, report evaluation.

In the event the City provides a written stoppage of work on a parcel, the Consultant will be responsible (both in the month that work is stopped and for three (3) months thereafter) for the following:

1. Notifying all affected parties of the work stoppage.
2. Request work product and expenses thereof from all parties up to the date of the work stoppage notification.
3. Prepare and process all claims and invoices for expenses timely to the City.
4. Deliver warrants for expense reimbursement to applicable parties.
5. Completing final parcel activity for affected parties and retiring files, after thorough review, including documentation of all contacts with property owners, business owners, and tenants.

Services to be Provided by the City:
The City will provide a designated representative as a primary contact and project manager for each Task Authorization.

In the case of required Easement Agreements, the City Attorney's Office will generate the proposed document and will provide guidance on any negotiations thereof.

In the case of required Purchase Agreements, the City Attorney's Office will generate the proposed document and will provide guidance on any negotiations thereof.

In the event City Council approval is required, City personnel will coordinate with the City Clerk's Office and the City Attorney's Office for agenda scheduling; the Consultant may be requested to complete any necessary Public Notice advertising for such public meeting.

City staff will assist with any coordination or discussion required with FDOT, Volusia County, or other City departments.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Respondents in accordance with the terms of a competitive process, regardless of the method of procurement.

EXHIBIT "2"

Task Authorization Form

Consisting of 3 Pages

TASK AUTHORIZATION NO. __
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Edwin R. Barfield, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **EDWIN R. BARFIELD, LLC** ("Contractor"), a Florida limited liability company, whose principal address is 3165 McCrory Place, Suite 172, Orlando, Florida 32803. The City and Contractor are collectively referred to herein as the "Parties" and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

EDWIN R. BARFIELD, LLC

By:_____

Edwin R. Barfield, Managing Member

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Wayne Clerk, City Manager **and/or**
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2026**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BOWMAN CONSULTING GROUP, LTD., INC.** ("Contractor"), a Delaware corporation, whose principal address is 12355 Sunrise Valley Drive, Suite 520, Reston, Virginia 20191. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Citywide Right-of-Way Consulting Services, and as more specifically described in Request for Statement of Qualifications ("RFSQ 25-24"). This Contract together with RFSQ 25-24, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work of RFSQ 25-24, and the Contractor's Rates as submitted by Contractor, are attached hereto as Exhibit "1." A complete copy of RFSQ 25-24 and the Contractor's Statement of Qualifications are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: This Contract may be renewed for up to two (2) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion..

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not exceed the appropriated budget. All payments

shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☐	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE**

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Contractor:
Bowman Consulting Group. Ltd., Inc.
Attention: Katie Hudson, Principal
4450 West Eau Gallie Boulevard
Suite 144
Melbourne, Florida 32934
(804) 592-7381 - Telephone
khudson@bowman.com - E-Mail

12355 Sunrise Valley Drive
Suite 520
Reston, Virginia 20191

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Remainder of page intentionally left blank.

Witnesses:

BOWMAN CONSULTING GROUP, LTD., INC.

By:_____

Name/Title: _____

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Rates & RFSQ 25-24 Section 3

Consisting of 10 Pages

BOWMAN CONSULTING GROUP

Port Orange Rate Table	Hourly Rate
Administrative Assistant	$85.00
Title Agent	$105.00
Sr. Title Agent	$112.00
ROW Agent	$120.00
Sr. ROW Agent	$140.00
Project Manager	$185.00
Appraiser	$275.00

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for right-of-way support services for various projects throughout the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). In most cases, the work efforts are anticipated to be in conjunction with FDOT LAP projects and the finished product will be used by the City to obtain FDOT concurrence to bid the construction of the project and the awarded contractor to build the project.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Consultant. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

The consultant shall follow a systems engineering process to ensure that all required project components are included in the development of the documents and the project can be built as designed and to specifications.

The Consultant will make available the necessary personnel, facilities, and materials to perform the required services through its own employees, joint venture employees, or employees of subconsultants or subcontractors. The Consultant will be required to provide right-of-way support services including, but not limited to the following:

- Acquisition Services
- Appraisal Services
- Cost Estimating
- Production Control
- Relocation Services
- Records Management
- Project Scheduling
- Architectural Services
- Environmental Assessment
- Land Planner Services
- Traffic Engineering
- Business Damage Report Preparation
- Business Damage Report Review
- Audio-Visual Services

- Engineering Services
- Construction Cost Estimating

The City intends to select a minimum of one, and up to two firms to provide the services as outlined in this RFSQ. The City has allotted three (3) years as the initial contract, with the option for two (2) 1-year extensions. Consultants are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances, standard forms and procedures, and recognized standards applicable to such professional services, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all amendments thereto. Additionally, all right of way production tasks will be performed in accordance with the guidelines, standard, procedures, and directives that are a part of this agreement, either directly or incorporated herein by reference.

The consultant will be responsible for all right of way production functions as defined in this Scope of Services, referenced manuals and procedures, and will provide qualified technical and professional personnel to perform to City and applicable FDOT standards and procedures, including FDOT's Right of Way Procedures Manual in effect at the time of Task Authorization. The Consultant shall demonstrate good project management practices while working on the project. These include communication with the City, and others as necessary, management of time and resources, and documentation. The consultant shall minimize to the maximum extent possible the City's need to apply its own resources to assignments authorized by the City.

The individual designated as Consultant's Project Manager will be registered as an active, licensed, agent or broker with the Florida Real Estate Commission. Any agent performing an acquisition function must have an active license with the Florida Real Estate Commission.

The full extent of the possible scope of projects involved is not known at this time; however, the following descriptions outline the City's immediate right-of-way needs for upcoming FDOT Local Agency Program (LAP) projects.

A. **FDOT FPN #449770 includes Dunlawton Avenue Westbound Right Turn Lane at Nova Road** - Consists of constructing a 390 foot long right-turn lane on westbound Dunlawton Avenue at the intersection with Nova Road inclusive of a 50-foot taper, along with drainage improvements to the intersection. The turn lane will add storage capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. Improvements include extension of crosswalk striping and addition of new striping, relocate bank signs and traffic signs, relocate existing luminary and reconstruct entrance to bank driveway, sidewalk, and pedestrian refuge island. Provide and install new 3-section signal head, provide structural analysis of existing mast arm to accommodate, and adjust signal timing due to the extension of pedestrian crosswalks. Addition of right turn lane will require acquisition of approximately 50 SF from the adjacent property owner (Bank of America).

B. **FDOT FPN #449770 includes Dunlawton Avenue Existing Left Turn Lane Extension at Clyde Morris Boulevard -** Consists of extending left turn lane along Dunlawton Avenue at the intersection Clyde Morris Boulevard (westbound) an additional 250 feet from existing taper to improve traffic flow and storage capacity; reduce delays for turning and through vehicles, improve intersection safety, and reduce damage and maintenance cost for medians. Improvements include LED lights and poles to improve the intersection, extension of the existing sidewalk along Clyde Morris Boulevard and upgrade to existing curb ramps and additional signing at the intersection. To complete the extension of the existing sidewalk along the westerly side of Clyde Morris Boulevard (Volusia County maintained), a Pedestrian Easement Agreement is required for approximately 1854 SF strip with the adjacent property owner (Walgreens).

C. **FDOT FPN #447833 includes Clyde Morris Northbound Right Turn Lane at Reed Canal Road –** Consists of constructing an exclusive northbound right turn lane inclusive of a 50-foot taper, along with drainage improvements, relocation of a bus stop and 2 business signs, new signal pole, utility relocation, and reconstruction/upgrades of pedestrian features. Addition of this right turn lane will require a Pedestrian Easement Agreement for an 8-foot wide strip on private property with the adjacent property owners (7-Eleven et al) to achieve the 14' border width per FDM 210.7.1 on Clyde Morris Boulevard (Volusia County maintained).

D. **FDOT FPN #447833 includes Clyde Morris Southbound Right Turn Lane at Madeline Avenue –** Consists of constructing an exclusive southbound right turn lane inclusive of a 50-foot taper, along with drainage improvements, relocation of a bus stop, new signal pole, and utility relocation. Addition of this right turn lane will require a Pedestrian Easement Agreement for an 8-foot-wide strip on private property with the adjacent property owner (The Groves Apartments) to achieve the 14' border width per FDM 210.7.1 on Clyde Morris Boulevard (Volusia County maintained).

E. **FDOT FPN #447833 includes Clyde Morris Southbound Right Turn Lane at Willow Run Boulevard –** Consists of constructing an exclusive southbound right turn lane inclusive of a 50-foot taper, along with drainage improvements, new signal pole, and utility relocation. Addition of this right turn lane will require a Pedestrian Easement Agreement for an 8-foot-wide strip on private property with the adjacent property owner (Presbyterian Church) to achieve the 14' border width per FDM 210.7.1 on Clyde Morris Boulevard (Volusia County maintained).

PROJECT TASKS

Project Common and Project General Tasks:

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the work described is to be performed by the consultant. The Consultant will be fully responsible for carrying out all functions assigned to it herein. All activities and decisions of the Consultant relating to the assigned projects will be subject to review and approval by the City and FDOT. The Consultant will provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities and as necessary for the project. The Consultant may be subject to reviews conducted by the City, FDOT, or FHWA, and will cooperate and assist in the conduct of the reviews. Where deficiencies are noted, remedial action will be immediately implemented by the Consultant in conformance with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial actions taken to correct the deficiencies, either by the Consultant or its subcontractors, vendors, or the like.

1. The Consultant will name a designated representative as Project Manager for each Task Authorization, who will be available for discussions and decisions. A qualified negotiation/relocation specialist will be present during all business hours. Staffing must be appropriate for delivery of documents, relocation assistance payments, or other official business.
2. The Consultant will develop an invoicing system and format such that all billable work can be related to specific tasks/activities, parcel or project involved, and respective hourly rate/time.
3. The Consultant's primary representative will attend meetings, public hearings, and consultations with City staff as requested. The Consultant may be required to assist in the coordination and presentation at public meetings within the City of Port Orange.
4. Any person employed by the Consultant for work under this contract, in any capacity, will be available to testify in any legal proceeding, appeal hearing, or other court or administrative matter relating to the scope of work.
5. The Consultant's Project Manager will prepare responses to the City for all audits, quality assurance reviews, and the like.
6. The Consultant will participate to the extent requested by the City to coordinate with other City departments to resolve issues, questions, or problems related to parcels, including those cited as hazardous waste sites.
7. The Consultant will provide other administrative support and management services as deemed appropriate to achieve the goals and objectives of the rights-of-ways for each project.
8. The Consultant may be required to conduct and/or attend public meetings, meetings with public officials, government agencies, civic groups, businesses, and private citizens as required.
9. The Consultant will develop a Quality Assurance Plan and perform Quality Reviews to assure compliance. The Quality Assurance Plan will detail the procedures, evaluation criteria, and instruction to their organization to assure conformance with the contract terms. The Plan will include (a) a description of the Consultant's Quality Control Organization and outline the autonomy and responsibilities of the organization as well as names and qualifications of specific personnel; (b) a description of the Consultant's Quality Review methods to monitor and assure compliance with the contract requirements and services; (c) a description of the types of records and/or reports to be generated and maintained by the Consultant during the execution of the Quality Assurance program; (d) a detailed description of the methods used by the Consultant to control the quality of work

performed by their subcontractors and vendors.

10. The Consultant will provide a sufficient number of qualified personnel to assist the City in any work pursuant to the successful right-of-way or easement acquisition.
11. At the outset of each project, the Consultant will provide a schedule of task milestones and, at the City's request, will provide regular written updates on the status of the work.
12. In coordination with the Consultant, the City reserves the right to deploy its own resources, if applicable and compliant with the Uniform Act and guideline, referenced herein.
13. The Consultant agrees to coordinate and communicate with the City Attorney's Office throughout the process of acquisition.

ACQUISITION SERVICES

Initial Project Services: The Consultant will:

1. Conduct initial property/owner and parcel research.
2. Contact and conduct meetings with the property owner(s) and/or their authorized representative(s) to:
   a. Solicit the property owner for voluntary participation in the proposed acquisition or easement on the property for the purposes needed for the respective project, either by voluntary donation, negotiated purchase, or value in exchange.
   b. Identify the property owner's willingness to participate in the proposed right-of-way or easement acquisition.
   c. Address the property owner's concerns about the project and the City's purposes for the proposed right-of-way or easement acquisition.
   d. Document the property owner's concerns, requests, and recommendations, and provide same to the City's Project Manager and staff.
   e. Establish a relationship with the property owner to foster the potential for obtaining voluntary cooperation, if possible.
3. Participate in field reviews, team meetings, telephone conferences, and coordination meetings as needed.
4. Provide the property owner with adequate and proper documentation of the right-of-way or easement request, including a Voluntary Property Owner Acquisition Notification Letter, and a Property Owner/Business Survey Questionnaire.
5. Unless otherwise provided by the City, engage a title agent/attorney to provide title binders and a title search report.
6. Unless otherwise provided by the City, obtain a title binder and title search report and title opinion.
7. Obtain written authorization for attorney representation of the property owner if such has not already been provided.

Negotiations: The Consultant will:

1. Establish and maintain accurate and complete working file.
2. Conduct and review title searches, verify all title work, corroborate any discrepancies.
3. Review right of way maps and construction plans provided by the City or other parties.
4. Notify affected parties (owners and business owners) of rights, including that to appraisal and/or business damaged reports pursuant to Florida Statutes 73.015, 73.019, and 73.092 or other applicated Florida Statute. Sample notification letters for contacting parties will be provided to the City for review. The Consultant will be responsible for obtaining correct mailing addresses for real estate owners and businesses and mailing all certified letters and any subsequent void letters.
5. Make follow up contacts in person or by phone to parties notified to ensure receipt of letters, answer questions and/or explain the contents of the letters, whenever necessary.
6. Verify that legal descriptions, right of way maps, and appraisals conform and correspond.
7. Make contacts prior to initiation of negotiations, to the extent possible to obtain subordinate interests of lien holders and tenants and to provide information to property owners, displaced persons/businesses, etc.
8. Attempt to make all first offers in person.
9. Initiate negotiations by making purchase offers based on the approved appraisals and Incentive Program, if applicable) and relocation benefits provided in accordance with the relocation procedures. An offer the acquire an uneconomic remainder and/or retention of improvements may be necessary. The first offer and Replacement Housing Computations (RHP's), if any, are to be made within twenty (20) working days of receipt of the appraisal

report. Requests to extend these time frames must be submitted within ten (10) working days of receipt of the appraisal report.

10. Issue all applicable notices in accordance with State and Federal policies and procedures.
11. Conduct negotiations for the acquisition of each parcel or easement in accordance with all FDOT policies (including Incentive Program) and procedures, making a thorough effort to obtain negotiated settlements/purchases/agreements. Unless dictated by extenuating circumstances, make at least one contact every 30 days, from the initial first offer prior to suit submittal.
12. Thoroughly document all contacts with property owners and/or their representatives or other pertinent parties on appropriate contact records and provide all forms and correspondence.
13. All counteroffers made to the parties must be documented.
14. Comply with current eminent domain procedures with respect to condominium common elements pursuant to current directives and procedures.
15. In accordance with directives/procedures, review any potential hazardous materials report available. Based on this report, advise of the parcels with contamination as well as the type and level.
16. Make updated offers in accordance with FDOT procedures.
17. Evaluate/pursue the project for any encroachments in the existing Right-of-Way. The results of the evaluation will be provided in writing to the City.
18. Conduct research to determine eligibility for potential business damage claims and obtain appropriate documentation to support or refute their eligibility when required by the City or current policy/procedures.
19. Attend meetings to discuss the project, appraisal report, pertinent studies, and business damage reports when requested by the City.
20. Notify the City and provide copies of all financial information obtained from parties.
21. Assure that any requests for productions from parties' legal counsel are answered correctly and in a timely manner.
22. Make as many trips to the project site as required to obtain necessary data for all elements of the project.
23. Attend all technical meetings necessary to execute the Scope of Services. This includes meetings with FDOT and/or City of Port Orange staff, between disciplines and subconsultants. The consultant shall prepare, and submit to the City's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within three (3) working days of attending the meeting.

Business Damage Reports: A qualified Certified Public Accountant will perform any or all of the following services at the City's discretion. The actual number of business damage reports cannot be determined until the business survey questionnaires are completed.

1. Determine whether each business to be examined meets the requirements of Sections 83.015, 73.071, 73.091, 73,092 of Florida Statutes.
2. Visit each business to determine the probable impact of the partial taking or effect of easement on the business operation.
3. Interview the property owner(s), business owner(s), and/or any designated representative to the extent necessary to ensure that a complete understanding of the business operation is obtained.
4. Prepare a Business Damage Estimate Report for a qualifying business(es). Such report(s) will comply with requirements in accordance with applicate Florida Statutes, the Uniform Act, and FDOT rules, policies, procedures, directives, and guidelines. The delivery date for each assignment will be determined and the time necessary for completion of an assignment may vary; however, the range of time allowed will be based generally on the following:
   (a) Eligibility Studies: Two (2) weeks
   (b) Report preparation including research, analysis, report writing, assembling and submission: Three (3) weeks
   (c) Preliminary cost estimates and other research assignments: Two (2) weeks
   (d) Review of Certified Public Accountants/owner/tenant reports: Two (2) weeks.
5. Provide consultation services to the City on matters related to business damages, including, but not limited to:
   (a) Perform preliminary cost estimates to the extent possible with limited data on planned, proposed or hypothetical situations. This may include assignments about City acquisition, eminent domain strategy, pre-litigation mediation, and settlement conferences.
   (b) Conduct research, such as observation of business activities and parking studies, which may include use of

photographic or videotaping equipment. This may be performed by the Consultant or its authorized subconsultants or specialists.

(c) Meet with the City staff or other personnel to discuss any aspect of this contract and the assignments as described herein.
(d) Perform a review of business damage reports submitted by other CPAs under contract with the City, landowners and/or tenants for recommendations to the City for negotiation purposes.
(e) Review of landowner, business owner, and/or tenant CPA fees.
(f) Provide updated business damage reports as required.
(g) Service as an expert witness in legal proceedings, if required by the City.
(h) Obtain the property/business/tenant's damage estimate and provide to the City.
(i) Transmit reviewed business damages estimates to the City. The Consultant will make oral presentation to the City regarding the project, appraisal report, and other pertinent studies and business damage reports.
(j) Conduct negotiations for business damages with the parties based on the approved business damages estimate(s).

Mediation:

The Consultant will participate in the non-binding pre-litigation mediation process, including, but not limited to, coordinating, scheduling, notification, preparing the mediation report, and presenting the City's position at the formal mediation hearing. The mediation report will consist of, but is not limited to, property description, outlie of appraisal(s), and a summary of negotiations. Final authority for mediation rests with the City. Consultant will be responsible for processing all requests for payment of mediation services as requested by the City.

Settlements and Closing: The Consultant will:

1. Receive counteroffers from property owners or their representatives for consideration by the City.
2. When appropriate, prepare justification and recommendations for administrative settlements and submit such recommendations to the City.
3. Prepare and process invoices for requesting warrants for settlement and order of taking deposits, deposit order of taking warrants, in accordance with policies and procedures.
4. Conduct all necessary closings, including closings with owners of tenant-owned improvements, and all related activities including, but not limited to, providing updated title searches, satisfactions of all liens and encumbrances, recording of all title documents, collection and payment of prorated real estate taxes and execution of IRS Form 1099's. The Consultant will follow the FDOT Right of Way Procedure Manual regarding closings as well as the City's directives and procedures.
5. Prepare a preliminary real property/personal property inventory for each parcel in accordance with policies and procedures and update the same as applicable.
6. Review all available information and resolve discrepancies, if any, between parcel inventories, appraisal reports (whether approved or unapproved), relocation inventories, property owner inventories, and tenant inventories.
7. Receive and respond to all inquires for the sale or lease of surplus real property.
8. Inspect, determine, and document the need for rodent control, and so inform the City.
9. Prepare salvage value estimates for improvements that are to be acquired back by the property or business owner.

Suit Preparation and Legal Support: The Consultant will:

1. Review title search, verify and update all title information, and obtain all suit information pertaining to all property interest following the FDOT Right of Way Procedure Manual.
2. Prepare and submit suit packages by the established due dates to the City.
3. For reasons of clarifying title problems, the consultant may be asked to subconsult for the services of a title company.
4. After the suit has been forwarded to the City and any revisions become necessary (i.e., change of ownership, deletion or addition of subordinate interest, etc., all pertinent information will be submitted to the City within five (5) days of notification of such changes.
5. Perform litigation support services including, but not limited to, the following:
   (a) Assist stipulation to Orders of Taking
   (b) Pre-trial or pre-hearing preparation
   (c) Participation in mediation

(d) Preparation of court exhibits
(e) Attendance at depositions, pre-trial hearings, fees and cost hearings or other court hearings
(f) Appearance at Order of Taking hearings or trials
(g) Any other services deemed necessary by the assigned attorney to successfully litigate and defend the City's position in court.

File Transfer: Unless otherwise instructed, file transfers will be conducted as follows. After sixty (60) days, but no later than ninety (90) days after title has transferred, all relocation has been performed, easement executed, and/or the parcel has been thoroughly reviewed, the working file for each parcel is to be provided in electronic form to the City.

Appraisal Review Services:

1. The Consultant will review all appraisal reports assigned, for compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), Topic 575-000-000, Florida Supplemental Standard (FSS), Section 6.2, the appraisers' contractual agreement, including the property use of the designated subconsultant tasks, and generally accepted appraisal practices.
2. The Consultant will prepare a Review Appraiser's Statement to accompany the appraisal reports.
3. In the event that the Consultant is unable to approve with the appraiser's estimate of compensation and has exhausted all avenues of reconciliation with the appraiser, the Consultant will advise the City in writing with explanation and documentation of the steps taken by the Consultant to overcome the concerns.
4. The Consultant will review all updated appraisal reports as assigned for compliance with the USPAP, FDOT Supplemental Standards, and the Appraiser's contractual agreement.
5. The Consultant will analyze the effect of the acquisition on the remaining property and determine the applicability of an Uneconomic Remnant.
6. Additional services may be requested by the City:
   (a) Litigation Support Services: Pre-trail or pre-hearing preparation, participation in mediation proceedings, preparation of court exhibits, attendance at depositions, pre-trial hearings, or other court hearing, appearance at Order of Taking hearings or trials, and any other services deemed necessary by the assigned attorney to successfully litigate and defend the City's position in court.
   (b) The Consultant may be requested to review property owner appraisal reports is the same are received during the negotiation process. The landowner reports will require a review process in the same manner as is required for the review of other appraisal reports with the following exception: The Consultant is not to contact, or request corrections and/or additional data, from the property owner's appraiser.
   (c) The Consultant may be required to review updated appraisal reports due to a time lapse, map revisions or changes on the property. Updated reports will be reviewed and processed in the same manner as original basic services appraisal reports.

Cost Estimating Services:

These services will include, but not be limited to, making estimates for market value of all real estate interests pertinent to the assignment and preparing written cost estimates, specialty reports, estimate of costs to cure, and updates as are required. Such work may include management/administration of subconsultants whose services may be needed to provide these estimates and/or consultation for planning, engineering, traffic engineering, architectural studies, general contractor services, machinery & equipment appraisal, environmental estimates, relocation needs assessment documents and/or other specialty services that may be required to complete the Scope of Services.

Property Management Services:

These services will include, but not be limited to, conducting field reviews and preparing preliminary real property and personal property inventory for each parcel and updates as appropriate. Prepare and process invoices for requesting warrants for property management services including demolition, asbestos surveys, and asbestos abatement. Review all available information and resolve discrepancies between parcel inventories, appraisal reports, relocation inventories, property owner and tenant inventories. Prepare salvage value estimates for improvement that acquired. Maintain accurate working files and assist in coordination, when required, for the purposes of identifying, investigating and/or remediating any environmental or condition of on any parcel. Maintain an inventory of all uneconomic remainders. Receive and respond to all inquiries for the sale or lease of surplus real

property acquired. Develop and implement a plan for surplus property and disposal of excess property. Inspect all properties and advise the City of warranted repairs, maintenance, code enforcement violations, asbestos abatement, demolition, and the like, and make arrangements to secure corrective services through a subcontractor. Submit all detailed reports including inventories of all potential surplus property and records of all inquiries for the sale of such surplus. Be available to testify at any hearing relative to property management and/or environmental concerns. Provide adequate field supervision of all demolition, construction, or corrective/remedial work. Assist the City in the procurement and administration of an environmental consultant and/or contractor to conduct environmental assessment, asbestos abatement specifications, clean up activities, address and resolve issues such as abandoned hazardous materials, soil and groundwater contamination, decommission and removal of pollutant storage tanks. Prepare and submit the necessary permitting and documentation with the Florida Department of Environmental Protection (FDEP) and reimbursement of all costs eligible through the FEDP's Super Act Program, if applicable.

General Contractor Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, the Consultant may be required to perform various cost estimates for building improvements, demolition, salvages values, relocation, furniture/fixtures/equipment, site improvements, landscaping, etc. Additionally, the Consultant may be required to prepare and present Cost-to-Cure estimates by evaluating the following: zoning, land use requirements, impact fees, environmental regulations, parking design standards, building floor plans, structural design, deed restrictions, easements, access/driveways, cross parking agreements, local building codes, topography and grade changes, stormwater, and utilities.

The Consultant will coordinate and supervise any soil testing as required, coordinate with appropriate governmental agencies, overseeing permit applications, and other related services.

Land Planning & Architectural Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, the Consultant may be required to perform various aspects such as determination of zoning designations, existing non-conformities of a property, determination of designated land use, environmental regulations, site inspections, coordinate and perform survey work, prepare drawings and specifications, provide signed & sealed plans/as-built plans. The Consultant will engage and coordinate with a licensed architect or engineer for the respective tasks.

Environmental Assessment Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, a Phase I Environmental Assessment may be required. The Consultant will engage and coordinate with a respective subconsultant to complete site inspections, research and interviews, permitting, and preparation of a Phase I Environmental Assessment Report that identifies and evaluates potential environmental contamination issues associated with the subject parcel and provide recommendations to resolve any outstanding environmental issues. The environmental assessment should be conducted concurrent to the appraisal process whenever possible.

Traffic Engineering Services:

As projects are identified to be impacted by Right-of-Way or Easement acquisition, certain traffic engineering services may be required. The Consultant will engage and coordinate with a respective subconsultant to determine and verify concurrency and impact fees, as applicable, complete land surveying by a Registered Land Surveyor, aerial maps, parking lot designs, ingress/egress requirements, and traffic studies. Any plotted survey information will include at a minimum, where applicable: property line and existing right-of-way dimensions, proposed right-of-way dimensions, existing topography, location of improvements, distance from each improvement to existing and proposed rights-of-way, parking configurations if affected (existing and proposed), location of site access points (existing and proposed), depiction of building overhangs, traffic patterns, areas of take/easements/residue.

Additional Services:

The Consultant, upon written authorization from the City, will perform any additional services as may be required for successful completion of the right-of-way or easement acquisitions including audio-visual services, graphic artist services, engineering services, report evaluation.

In the event the City provides a written stoppage of work on a parcel, the Consultant will be responsible (both in the month that work is stopped and for three (3) months thereafter) for the following:

1. Notifying all affected parties of the work stoppage.
2. Request work product and expenses thereof from all parties up to the date of the work stoppage notification.
3. Prepare and process all claims and invoices for expenses timely to the City.
4. Deliver warrants for expense reimbursement to applicable parties.
5. Completing final parcel activity for affected parties and retiring files, after thorough review, including documentation of all contacts with property owners, business owners, and tenants.

Services to be Provided by the City:
The City will provide a designated representative as a primary contact and project manager for each Task Authorization.

In the case of required Easement Agreements, the City Attorney's Office will generate the proposed document and will provide guidance on any negotiations thereof.

In the case of required Purchase Agreements, the City Attorney's Office will generate the proposed document and will provide guidance on any negotiations thereof.

In the event City Council approval is required, City personnel will coordinate with the City Clerk's Office and the City Attorney's Office for agenda scheduling; the Consultant may be requested to complete any necessary Public Notice advertising for such public meeting.

City staff will assist with any coordination or discussion required with FDOT, Volusia County, or other City departments.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Respondents in accordance with the terms of a competitive process, regardless of the method of procurement.

EXHIBIT "2"

Task Authorization Form

Consisting of 3 Pages

TASK AUTHORIZATION NO. __
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Bowman Consulting Group, Ltd., Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **BOWMAN CONSULTING GROUP, LTD., INC.** ("Contractor"), a Delaware corporation, whose principal address is 12355 Sunrise Valley Drive, Suite 520, Reston, Virginia 20191. The City and Contractor are collectively referred to herein as the "Parties" and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

BOWMAN CONSULTING GROUP, LTD., INC.

By:_____

Name/Title: _____

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

_____

Printed Name:_____

Date:_____

_____

Printed Name:_____

CITY OF PORT ORANGE

By:_____
Wayne Clerk, City Manager **and/or**
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
purchdiv@port-orange.org

ADDENDUM # 1
January 16, 2026
RFSQ #25-24 Citywide Right-of-Way Consulting Services

To All Respondents:
The following changes, clarifications, and additions are hereby made part of the RFSQ for the above referenced project dated December 19, 2025, and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the respondent to confirm that all addenda have been reviewed prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:
None.

B. CHANGES TO RFSQ SPECIFICATIONS:
Section 6 is hereby amended to include the following:

INSURANCE REQUIREMENTS
Workers' Compensation Exemptions are acceptable so long as the company has elected to be exempt from Florida Workers' Compensation Law and obtained a Certificate of Election from the State of Florida Department of Financial Services Division of Workers' Compensation. The Consultant and its subconsultants will be responsible for confirming that individuals have appropriate personal medical insurance in the event of injury or accident.

Professional Liability / Errors and Omissions Insurance is hereby required with coverage of $1,000,000 minimum.

C. QUESTIONS AND ANSWERS:

The following compiles, in entirety, responses to all questions acknowledged as received by 1/9/2026.

Question #1
Section 3 states "The consultant shall follow a systems engineering process to ensure that all required project components are included in the development of the documents and the project can be built as designed and to specifications."
This scope of services and requirement appears to be applicable to the services provided by a project design engineer. Please confirm that the Right-of-Way consultant is also going to be required to ensure that the project can be built as designed and to specifications that were prepared by the EOR.
Answer #1
The consultant should utilize a logical and detailed process to achieve the right-of-way objectives. The consultant may be requested for inclusion in the design process and provide guidance and/or

other services regarding right-of-way as requested by the City. The consultant should provide feedback and/or guidance regarding any foreseen issues with the plans as designed in specific regard to right-of-way matters.

Question #2

Does the City intend to allow time for voluntary advance property acquisitions and negotiations to occur prior to the adoption by the City Council of a Project Resolution authorizing utilization of binding written property acquisition offers to purchase?

Answer #2

The City intends to allow time for voluntary advance property acquisitions and negotiations to occur prior to adoption of any resolution by City Council. The requirement for a Project Resolution is not anticipated to apply to all right-of-way acquisition scenarios.

Question #3

Section 5, Item 43, states "The City does not accept Workers' Compensation Exemptions", and "The City will not accept elective exemptions". Our company is not required to have Workers' Compensation Insurance Policy under Florida Statutes, and therefore we elected to be exempt from Florida Workers' Compensation Law and obtained a Certificate of Election from the State of Florida Department of Financial Services Division of Workers' Compensation due to the low level of exposure to risks.

Does our company not currently having a Workers' Compensation Policy exclude us from being considered for selection of award of this contract, or can coverage be obtained if selected for award of this contract? Same question concerning our subconsultants who have also elected to be exempt and have obtained a Certificate of Election from the Division of Workers' compensation?

Answer #3

Workers' Compensation Exemptions are acceptable so long as the company has elected to be exempt from Florida Workers' Compensation Law and obtained a Certificate of Election from the State of Florida Department of Financial Services Division of Workers' Compensation. It is the Company's responsibility to confirm that individuals have appropriate personal medical coverage in the event of injury or accident. These requirements apply to the company's subconsultants as well.The chart of Standard Insurance Requirements shown in Section 5 is hereby amended in Section 6 respectively.

Question #4

Professional Liability / Errors and Omissions Insurance is not identified in the solicitation as being required as an Additional Insurance Requirement. Although we have Professional Liability Insurance coverage for compliance with the contract terms for our government agency clients, please confirm this type of insurance will not be required for this contract.

Answer #4

The chart of Standard Insurance Requirements shown in Section 5 is hereby amended in Section 6 to include Professional Liability / Errors and Omissions Insurance with minimum coverage of $1,000,000.

Question #5

We were wanting clarification on the page count for Tab B – Company Profile section. The second bullet point reads; "Demonstrate respondent's ability, capability and skill to perform the services as described in this RFSQ, not
exceeding ten (10) pages total."
Does this 10-page limit extend to information for the Project and Experience (bullet 3) and delivering projects in time and budget (bullet 4)?
Is there a project example limit?

Answer #5

Where there are page limits imposed inside a bullet, the page limit applies only to the bullet and any arrows under the bullet. If a bullet has no page limit, then for the requirement explained in that bullet, there is none.

Question #6

Section 3 - Scope of Services & Requirements; please clarify what the City considers Audio-Visual Services the Consultant shall provide. Does the City consider utilizing Microsoft Teams, Zoom, Video-Conferencing as providing audio-visual services?

Answer #6

Microsoft Teams, Zoom, and other video-conferencing will be expected as normal business operations. In the event the consultant is requested to assist with public meetings, meetings with property owners, or other city-partners where presentations, graphics, or audio-visual materials would be helpful, audio-visual services may be part of the consultant's work.

Question #7

Section 3 - Scope of Services & Requirements; please clarify what the City considers Construction Cost Estimates the Consultant shall provide. Does the City consider this providing estimates for project construction costs?

Answer #7

For example, the City may request assistance with compiling estimates of costs-to-cure, review other consultants' construction cost estimates, or provide other input in this regard.

Question #8

Section 7 - Statements of Qualifications Submittal & Requirements TAB C; for each person names, provide a brief description of qualifications, not exceeding a total of (10) pages; please clarify is it not exceed (10) pages for **EACH** person; or not exceed (10) pages for **ALL** staff/personnel?

Answer #8

The description of qualifications should not exceed a total of 10 pages for all staff/personnel.

In all other respects, except as specifically stated herein, the subject RFSQ #25-24 Citywide Right-of-Way Consulting Services remains unchanged.

END OF ADDENDUM #1

NOTICE OF PUBLIC MEETING

RFSQ #25-24

Citywide Right-Of-Way Consulting Services

Notice is hereby given that a Request for Statements of Qualification Evaluation Scoring Meeting for the above referenced project will be held on Tuesday, February 24, 2026, at 2:00 PM EST. This meeting will be held in City Council Chambers at:

The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Evaluation Ranking Summary

Date: April 9, 2026

RFSQ #25-24

Citywide Right-Of-Way Consulting Services

Firm Name	Total Weighted Score
IAA Independence Acquisition & Appraisal LLC	27.40
HDR Engineering INC	25.50
Bowman Consulting Group Ltd	27.70
Barfield Group	29.40

Comments

On February 24, 2026 a Statement of Qualifications Evaluation Committee scored the statements received from the firms listed above for RFSQ #25-24 Citywide Right-Of-Way Consulting Services. The committee agreed by consensus to recommend for award the following two (2) firms: **Barfield Group & Bowman Consulting Group Ltd** based on a combination of overall scores and their ability to best meet the needs of the City.

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on April 15, 2026 at 4:00 PM EST

NOTICE OF INTENT TO AWARD

RFSQ #25-24 Citywide Right-Of-Way Consulting Services

April 9, 2026

On February 24, 2026, a Statement of Qualifications Evaluation Committee comprised of City of Port Orange staff, scored in a publicly noticed meeting, four (4) Statements of Qualifications received for ***RFSQ #25-24 Citywide Right-Of-Way Consulting Services.***

After reviewing and scoring all responses, the Evaluation Committee has agreed by consensus to recommend for award the following two (2) firms:

Barfield Group
Bowman Consulting Group Ltd

Respectfully Submitted,

Rita Cooper
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on April 15, 2026 at 4:00 PM EST.

BARFIELD
GROUP

REQUEST FOR STATEMENT OF QUALIFICATIONS RFSQ #25-24

CITYWIDE RIGHT-OF-WAY CONSULTING SERVICES

PREPARED FOR:

CITY OF PORT ORANGE PURCHASING DIVISION
Attn: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

PREPARED BY:

EDWIN R. BARFIELD, LLC
Edwin R. Barfield, SR/WA

3165 McCrory Place, Suite 172
Orlando, FL 32803
(407) 893-5759
Fax (407) 705-3934

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TAB 1

STATEMENT OF INTEREST

BARFIELD
GROUP

January 23, 2026

City of Port Orange City Clerk's Office
Attn: Jill Poolan, Purchasing Manager
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Poolman:

Edwin R. Barfield, LLC, d/b/a Barfield Group, is pleased to submit the enclosed supporting documentation as our proposal in response to RFSQ #25-24 to provide Citywide Right-of-Way Consulting for the City of Port Orange. Consistent with how we serve all our public agency clients, we are committed to delivering the same high standard of performance for all Port Orange assignments in an expedited and timely manner.

The terms and conditions of the RFSQ are understood and acknowledged by the undersigned, and we are qualified to perform all the property acquisition services that may be required by the City as described in the RFSQ advertisement. The contents of this proposal are hereby certified as being true and accurate, and we can meet or exceed all the requirements of the RFSQ, including but not limited to insurance and licensing requirements. If selected for award of the contract, we will immediately execute the Award Agreement and provide all required certificates of insurance as well as all additional documentation that may be requested.

I have over 38 years of specialized eminent domain experience in acquisition services, appraisal, appraisal review, negotiation, litigation and project engineering design support. Jamee Barfield has over 34 years of similar specialized experience. Our multi-discipline backgrounds and extensive educational training have allowed us to develop a unique perspective and approach into how to maintain the synergistic relationships between each of these disciplines. In addition, Edwin R. Barfield, LLC, has an unparalleled success rate in obtaining non-adversarial acquisitions for public agency projects by voluntary donation and negotiated settlements. We are committed to providing the City of Port Orange with the same high-level quality of service that we are renowned for, and our clients have come to expect if we are selected for award of this solicited contract.

Edwin R. Barfield is authorized to make representations for Edwin R. Barfield, LLC as Managing Member of the limited liability company. Jamee S. Barfield is also authorized to make representations for Edwin R. Barfield, LLC as President of the company.

Ed Barfield and Jamee Barfield can be contacted at 407-893-5759, and the company has a physical office address of 3165 McCrory Place, Suite 172, Orlando, FL 32803. We are readily available and able to respond to the City's requests for virtual or in-person meetings on very short notice.

We look forward to assisting Port Orange with any, or all, of the right-of-way support services identified in the RFSQ that may be required to meet the City's needs, as well as coordinating with other City consultants that provide services related to the delivery of our services. Our high level of expertise and extensive experience will allow for expedited delivery of thorough and comprehensive right-of-way support services that will provide Port Orange with substantial time and cost savings.

Thank you in advance for your consideration of this proposal. Please contact me should you have any questions or require additional information.

Sincerely,

Edwin R. Barfield, SR/WA
Managing Member

Enclosures

TAB A

REQUIRED DOCUMENTS

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

X Form 9.2 – Respondents Acknowledgement

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Public Entity Crimes Statement

X Form 9.5 – Anti-Collusion Form

X Form 9.6 – Statement of Respondent's Qualifications

X Form 9.7 – Professional References for Previous Experience

X Form 9.8 – Authorized Signatures/Negotiators

X Form 9.9 – Scrutinized Companies Certification

X Form 9.10 – E-Verify Affidavit

X Form 9.11 – Affidavit of Compliance With F.S. 287.138

X Form 9.12 – Non-Disclosure Agreement for Confidential Materiel

X Exhibit "A" – Description of Confidential Material

X Form 9.13 – No Submittal Statement Form

X LAP Federal Terms for Professional Services Contracts

X Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

X Certification For Disclosure of Lobbying Activities on Federal-Aid Contracts

X Disclosure of Lobbying Activities

X Truth In Negotiation Certification

X Conflict of Interest/Confidentiality Certification for Consultant/Contractor/Technical Advisors

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Edwin R. Barfield, LLC
Name of Business

Authorized Signature

1/23/2026
Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Edwin R. Barfield, LLC
Name of Business

Authorized Signature

Edwin R. Barfield - Managing Member
Printed Name and Title

262878504
Federal Identification No.

3165 McCrory Place, Suite 172
Mailing Address

Orlando, FL 32803
City, State & Zip Code

407-893-5759
Telephone Number

ed@barfieldgroup.com
E-mail Address

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 21st day of January, 2026, by Edwin R. Barfield and who:

☒is personally known to me; or ☐ has produced License as identification.

6/16/28
Printed, typed or stamped name, commission and expiration:

Notary Public, State of Florida

Notary Public State of Florida
Jillian Amador
My Commission HH 562046
Expires 6/16/2028

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 1/16/2026 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Edwin R. Barfield, LLC
Name of Business

Authorized Signature

Edwin R. Barfield - Managing Member
Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of January, 2026, by Edwin R. Barfield and who:

☒ is personally known to me or ☐ has produced License as identification.

6/16/28
Printed, typed or stamped name, commission and expiration:

Notary Public, State of _____

Notary Public State of Florida
Jillian Amador
My Commission HH 562046
Expires 6/16/2028

This document must be completed and returned with your Submittal

FORM 9.4 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Edwin R. Barfield, who, being by me first duly sworn, made the following statement:

1. The business address of Edwin R. Barfield, LLC (name of Respondent or business) is 3165 McCrory Place, Suite 172, Orlando, FL 32803.
2. My relationship to Edwin R. Barfield, LLC (name of Offeror or business) is Managing Member (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~
(Draw a line through paragraph 7 if paragraph 6 above applies.)

Edwin R. Barfield, LLC
Name of Business

Authorized Signature

Edwin R. Barfield - Managing Member
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 21st day of January, 2026, by Edwin R. Barfield and who:

☒is personally known to me; or ☐ has produced License as identification.

6/16/28
Printed, typed or stamped name, commission and expiration:

Notary Public, State of

Notary Public State of Florida
Jillian Amador
My Commission HH 562046
Expires 6/16/2028

This document must be completed and returned with your Submittal

FORM 9.5 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Edwin R. Barfield, LLC

SIGNED BY:

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Edwin R. Barfield

TITLE: Managing Member

ADDRESS: 3165 McCrory Place, Suite 172

CITY, STATE AND ZIP CODE: Orlando, FL 32803

TELEPHONE: 407-893-5759 FAX: 407-705-3934

F.E.I.N.: 262878504

NO statement may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.6 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.6 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Edwin R. Barfield, LLC

B. Permanent main office address: 3165 McCrory Place, Suite 172, Orlando, FL 32803

C. Date organized: 7/1/2008

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? 17

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Real Estate Consulting for Public Agencies

H. Have you ever failed to complete any work awarded to you? If so, where and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ N/A

M. Give bank name, contact name and phone number: Addition Financial - Dartavious Garland (407-896-9411)

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes ☒No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Edwin R. Barfield, LLC
Name of Business

Authorized Signature

Edwin R. Barfield - Managing Member
Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 21st day of January 2026, by Edwin R. Barfield and who:

☒is personally known to me; or ☐ has produced License as identification.

6/16/28
Printed, typed or stamped name, commission and expiration:

Notary Public, State of _____

Notary Public State of Florida
Jillian Amador
My Commission HH 602040
Expires 6/16/2028

This document must be completed and returned with your Submittal

FORM 9.6 – STATEMENT OF RESPONDENT'S QUALIFICATIONS

Attachment "F"

List of Work Presently Under Contract

Anticipated Date of Completion	Percentage Completed	Project Name	Contract Amount
2027	95	Orange Boulevard	$655,109
3/2026	95	Public Storage	$9,425
2026	95	Midway Drainage	$465,745
2028	15	Slavia Road	$396,770
2026	95	Hillview Drive Drainage	$383,800
2026	50	Grove Street	$11,650
3/2027	15	Morningside Drive	$99,350
2026	65	Parrish Grove	$30,250
1/2026	95	Splash Pad	$13,150
2026	20	Amelia Avenue	$16,500
2026	20	Beresford Avenue	$16,500
5/2026	50	New Hampshire Avenue	$7,500
5/2026	15	New York Fire Station	$16,500
5/2026	15	Taylor Road	$16,500
2026	On Hold	NW 49th Street	$53,650
2026	10	Beauford Estate	TBD
1/2026	90	Eighth Street	$5,625
2026	On Hold	Treatment Plant	$21,000

FORM 9.6 – STATEMENT OF RESPONDENT'S

QUALIFICATIONS Attachment "J"

List of Major Equipment Owned or Leased

Edwin R. Barfield, LLC, does not utilize large, expensive, and critical machinery or apparatus in the production or delivery of our services. Our standard professional office equipment and resources are identified below:

- Market Data Research Resources
- Desk Top Computers
- Lap Top Computers
- Computer Software
- Printers/Scanners/FAX
- Calculators
- Cameras
- Vehicle
- Internet

FORM 9.6 – STATEMENT OF RESPONDENT'S QUALIFICATIONS

Attachment "K"

Background and Experience of Principals

The principals of the Barfield Group are Edwin R. Barfield, SR/WA, and Jamee S. Barfield, both of whom are State-Certified General Real Estate Appraisers. Ed Barfield is also a Florida licensed real estate broker and notary public, and Jamee Barfield is a Florida licensed real estate agent. Both principals are authorized to make representations for the Barfield Group, with Ed Barfield serving as Managing Member for the firm, and Jamee Barfield as the firm's President.

Ed Barfield will serve as the Project Manager responsible for all daily operations and fulfillment of the contract obligations and will serve as the point of contact for property owners and their representatives, as well as with City representatives and other City consultants. He will be the Broker of Record for Broker Price Opinions (a/k/a Agent Price Estimates), serve as the lead negotiator for all parcel acquisitions, act as the right-of-way project manager for any subconsultants that may need to be engaged when circumstances warrant, conduct reviews of appraisals and business damage claims, provide assistance with closings if needed, review and provide input on project designs, prepare settlement justifications if such should be required, and assist with preparation of suit packages (although this task is considered to be unlikely to be necessary given the record of success that he has achieved for parcel acquisitions on other projects). Jamee Barfield will provide all necessary support services as required by the contract agreement, to include but not limited to property and property owner research, market data research, preparation of Broker Price Opinions and appraisals, project progress tracking, and scheduling.

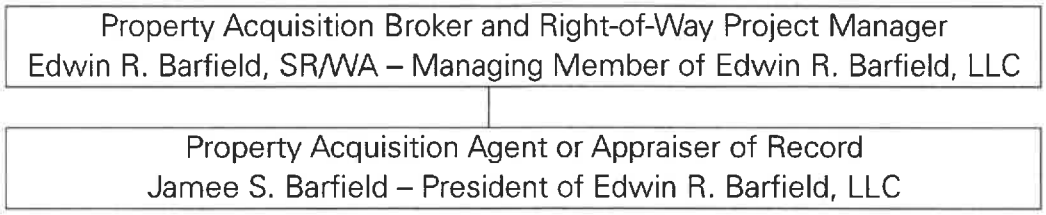
The services provided by Edwin R. Barfield, LLC, (d/b/a Barfield Group) reflect the unique range of expertise and experience of its principals, Edwin R. Barfield, SR/WA, and Jamee S. Barfield. Their specialization in eminent domain appraisal and appraisal review, property acquisitions, and engineering-design support for public projects, provides valuable contributions that are instrumental to the realization of the best project results possible that are directly attributable to the thoroughness of their due diligence. By employing early coordination with all parties to resolve environmental, title, code, approvals/permits, entitlements and physical condition issues in the early stage of the design process, we will be able to reduce the City's costs for design, acquisition, and project construction. The principals will personally provide the solicited services to the City, thereby assuring that the City will benefit from their direct participation to achieve minimization of acquisition costs and adherence to the project schedule. Comprehensive field inspections and close coordination with supporting sub-consultants and the City's staff will provide the input necessary for the City to receive timely delivery of the parcel acquisitions needed for public improvement projects.

FORM 9.6 – STATEMENT OF RESPONDENT'S QUALIFICATIONS

Attachment "K"

In addition, we will draw upon our extensive appraisal backgrounds to provide quality Agent Price Estimates (APE) for those acquisition parcels that do not require a full narrative appraisal report be obtained as provided for in the City's Property Acquisition Policy. Not only does utilization of a quality APE satisfy the client's needs at a lower cost than for an appraisal, but also allows for attainment of acquisition cost-savings by providing the affected property owner with a reliable summary of relevant market data in a report format that can be easily understood.

Company Organization



FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Maitland
   Contact Person: Mark Reggentin - City Manager
   City, State: Maitland, FL
   Telephone Number: 407-539-6220
   Email Address: mreggentin@itsmymaitland.com
   Description of goods/services provided: Real Estate Property Acquisition Services (Independence Lane)
   Contract Amount: $54,065.00 (Completed with $1,540 contract amount unspent)
   Start/End Date of Contract: 11/18/21 - 2/4/24
2. Company Name: City of Orange City
   Contact Person: Christine Davis - Interim City Manager
   City, State: Orange City, FL
   Telephone Number: 386-775-5408
   Email Address: cdavis@orangecityfl.gov
   Description of goods/services provided: Real Estate Property Acquisition Services (C Street)
   Contract Amount: $13,350.00 (Completed with $2,930 contract amount unspent)
   Start/End Date of Contract: 9/10/24 - 4/21/25
3. Company Name: Seminole County
   Contact Person: Neil Newton - Real Estate Management Supervisor
   City, State: Sanford, FL
   Telephone Number: 407-665-5711
   Email Address: nnewton@seminolecountyfl.gov
   Description of goods/services provided: Real Estate Property Acquisition Services (Old Lake Mary Rd.)
   Contract Amount: $49,950.00 (Completed with $5,802 contract amount unspent)
   Start/End Date of Contract: 8/24/21 - 12/22/25

This document must be completed and returned with your Submittal.

PUBLIC AGENCY REFERENCES FOR PROPERTY ACQUISITIONS

Public Agency: Seminole County
Contact: Mr. Neil Newton, Real Estate Management Supervisor
Address: 100 East First Street, Sanford, FL 32771
Phone No.: 407-665-5711
E-Mail: nnewton@seminolecountyfl.gov
Time Period: 2008 to Present

Public Agency: City of Orange City
Contact: Christine Davis, Interim City Manager
Address: 205 East Graves Avenue, Orange City, FL 32763
Phone No.: 386-775-5408
E-Mail: cdavis@orangecityfl.gov
Time Period: 2017 to 2025

Public Agency: City of Deltona
Contact: Mr. John Peters, III, P.E., Former Acting City Manager / PW Dir.
Address: 255 Enterprise Road, Deltona, FL 32725
Phone No.: 386-490-2522 (cell)
E-Mail: N/A
Time Period: 2021 to 2023

Public Agency: Town of Oakland
Contact: Mike Parker, P.E., Public Works Director
Address: 50 East Gulley Avenue, Oakland, FL 34760
Phone No.: 407-656-1117 x 2302
E-Mail: mparker@oaklandfl.gov
Time Period: 2010 to Present

Public Agency: City of Maitland
Contact: Mark Reggentin, City Manager
Address: 1776 Independence Lane, Maitland, FL 32750
Phone No.: 407-725-7744 x 209
E-Mail: mreggentin@itsmymaitland.com

Contact: Kim Tracy, P.E., CSM, Public Works Director
Address: 1827 Fennell Street, Maitland, FL 32751
Phone No.: 407-539-6216
E-Mail: ktracy@itsmymaitland.com
Time Period: 2018 to Present

Public Agency:	City of Dade City
Contact:	Marieke vanErven, City Manager
Address:	38020 Meridian Avenue, Dade City, FL 33525
Phone No.:	352-523-5050 x 400
E-Mail:	mvanerven@dadecityfl.com
Contact:	Patrick Brackens, City Attorney
Address:	2300 Maitland Center Pkwy, Ste 100, Maitland, FL 32751
Phone No.:	407-622-1772 x 106
E-Mail:	pbrackins@shepardfirm.com
Time Period:	2023 to Present

Public Agency:	City of Deland
Contact:	Michael Pleus, City Manager
Address:	120 South Florida Avenue, Deland, FL 32720
Phone No.:	386-626-7109
E-Mail:	pleusm@deland.org
Contact:	Jim Ailes, City Utilities Director
Address:	1102 South Amelia Avenue, Deland, FL 32724
Phone No.:	386-626-7250
E-Mail:	ailesj@deland.org
Time Period:	2023 to Present

FORM 9.8 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Edwin R. Barfield	Managing Member	407-893-5759

Authorized Signature

Edwin R. Barfield

Print Name of Authorized Signature

This document must be completed and returned with your Submittal

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Edwin R. Barfield - Managing Member, on behalf
(Print Name and Title)

of Edwin R. Barfield, LLC ("Company"), certify that Edwin R. Barfield, LLC
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Edwin R. Barfield, LLC
COMPANY NAME

SIGNATURE

Edwin R. Barfield
PRINT NAME

Managing Member
TITLE

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 25th day of January, 2026, by Edwin R. Barfield and who:

☒is personally known to me; or ☐has produced License as identification.

6/16/26
Notary Public, State of

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Jillian Amador
My Commission HH 562046
Expires 6/16/2026

This document to be completed and returned with your Submittal

FORM 9.10 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Citywide Right-of-Way Consulting Services

Solicitation Number: RFSQ #25-24

I, the undersigned hereby certify that Edwin R. Barfield, LLC **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Edwin R. Barfield, LLC **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Edwin R. Barfield - Managing Member
Print or Type Name, Title

Signature of Affiant

262878504
Federal Employer ID Number (FEIN)

1203859
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 21st day of January, 2026, by Edwin R. Barfield and who:

☒is personally known to me; or ☐ has produced License as identification.

6/16/28
Printed, typed or stamped name, commission and expiration:

Notary Public, State of

Notary Public State of Florida
Jillian Amador
My Commission HH 582046
Expires 6/16/2028

This document to be completed and returned with your Submittal

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Edwin R. Barfield, LLC

Doing Business As (DBA) Name
Barfield Group

Company ID
1203859

Enrollment Date
Jun 02, 2017

Employer Identification Number (EIN)
262878504

Unique Entity Identifier (UEI)

DUNS Number
840561117

Total Number of Employees
1 to 4

NAICS Code
531

Sector
Real Estate and Rental and Leasing

Subsector
Real Estate

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Points of Contact

Name	Number	Ext	Email	Signatory
Edwin R. Barfield	(407) 893-5759		ed@barfieldgroup.com	Yes

Rows Per Page 5

1

Edit Points of Contact

Company Addresses

Physical Address

3165 McCrory Place, Suite 172
Orlando, FL 32803

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

FORM 9.11 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Managing Member (Title) of Edwin R. Barfield, LLC (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: 1/21, 2026 Signed: _____

Entity: Edwin R. Barfield, LLC Name: Edwin R. Barfield

Title: Managing Member

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 21st day of January 2026, by Edwin R Barfield and who:

☒is personally known to me; or ☐has produced License as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 6/16/28

Notary Public State of Florida
Jillian Amador
My Commission HH 562046
Expires 6/16/2028

This document must be completed and returned with your Submittal

FROM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Edwin R. Barfield, LLC

Address: 3165 McCrory Place, Suite 172, Orlando, FL 32803

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129
11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: Edwin R. Barfield

TITLE: Managing Member

DATE: 1/23/2026

ATTEST:

BY: _____

NAME: Jamee S. Barfield

TITLE: President

DATE: 1/23/2026

EXHIBIT 'A'- DESCRIPTION OF CONFIDENTIAL MATERIAL

Financial information related to current contracts as identified on the enclosed List of Work Presently Under Contract Table

FORM 9.13 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

NOT APPLICABLE

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFSQ #25-24 CITYWIDE RIGHT-OF-WAY CONSULTING SERVICES

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> "The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Edwin R. Barfield - Managing Member
1/23/2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Edwin R. Barfield, LLC

By: Edwin R. Barfield

Date: 1/23/2026

Title: Managing Member

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

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

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

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Edwin R. Barfield, LLC

By: Edwin R. Barfield Date: 1/23/2026

Authorized Signature:

Title: Managing Member

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☒ Prime ☐ Subawardee Tier _____, *if known*: Edwin R. Barfield, LLC 3165 McCrory Place, Suite 172 Orlando, FL 32803 Congressional District, *if known*: 4c _____	Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Edwin R. Barfield

Print Name: Edwin R. Barfield

Title: Managing Member

Telephone No.: 407-893-5759 Date (mm/dd/yyyy): 1/23/2026

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Edwin R. Barfield, LLC
Name of Consultant

By: Edwin R Barfield

1/23/26
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC - 10/25

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFSQ #25-24	Citywide Right-of-Way Consulting Services	

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Edwin R. Barfield		1/23/2026

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFSQ #25-24	Citywide Right-of-Way Consulting Services	

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

State of Florida
Department of State

I certify from the records of this office that EDWIN R. BARFIELD, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 1, 2008.

The document number of this limited liability company is L08000064371.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 5, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2025

Secretary of State

Tracking Number: 7198408468CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

TAB B

COMPANY PROFILE
HISTORY AND QUALIFICATIONS OF FIRM

Firm History and Information

During the 17 years that Ed Barfield was employed by the Florida Department of Transportation and while stationed in the Orlando Office of the Florida Attorney General's Eminent Domain Section, he observed that in almost every instance the affected property owner would report upon finalization of a parcel acquisition that the adversarial circumstances surrounding the FDOT's acquisition process could have been avoided had the property or business owner been consulted with before or during the development of the project's design.

The concept of providing input from a right-of-way perspective during both the PD&E and project design phases was presented to the FDOT, and Mr. Barfield was charged with developing and implementing those processes related to the efforts that have now become standard policy throughout the FDOT Districts. It was also his observation that many owners felt as though their concerns and questions about how their property could be impacted by the proposed acquisition were not addressed to their satisfaction. As a result of these experiences, Ed founded Edwin R. Barfield, LLC, in July 2008, to provide eminent domain right-of-way services in a manner that allows for equal consideration to be given to satisfy both the project needs and striving to avoid or minimize impacts to the subject property or business located thereon. The success of this approach is directly attributable to on-going communication with all parties and making sure that the property owner's concerns are always addressed to the owner's satisfaction.

Since founding the firm of Edwin R. Barfield, LLC, in 2008, he has achieved an unparalleled rate of success acquiring properties and property interest for public projects without ever having to obtain a final judgment by jury trial. That success has translated into a reputation that has resulted in numerous public agencies and engineering firms seeking to retain our firm's services.

Public agencies for whom our firm has successfully provided acquisition, appraisal, appraisal review, right-of-way cost estimates, and other related property acquisition support services, include the following: City of Mount Dora, Seminole City, City of Casselberry, Lake City, City of Orlando, Sumter County, Town of Oakland, Turnpike Enterprise, City of Kissimmee, FDOT District 3, City of Deltona, City of Orange City, City of Maitland, City of Oviedo, City of Fruitland Park, Osceola County, City of Dade, City of Apopka, City of Deland, Central Florida Expressway Authority and the Osceola Expressway Authority.

Jamee S. Barfield joined Edwin R. Barfield, LLC, as president of the firm in January 2012, after a highly successful career as an independent fee appraiser in her own firm and as a founding member of The Appraisal Group of Central Florida where she specialized in eminent domain appraisal and appraisal review. She now provides our firm with not only management of the office, but also with preparation of appraisals,

appraisal reviews, Agent Price Estimates, right-of-way cost estimates, and those services that are associated with the acquisition of parcels and partial interests for public improvement projects.

Edwin R. Barfield, LLC, is a Florida Limited Liability Company (FEIN Number 26-2878504), with the office from where we will provide our services to Port Orange being located at 3165 McCrory Place, Suite 172, in Orlando, Florida. This location allows us to be able to attend meetings with Port Orange City on short notice, as the drive-time is typically approximately one hour.

PERFORMANCE OF SCOPE OF SERVICES AND PROJECT UNDERSTANDING

Edwin R. Barfield, LLC is highly qualified to provide the City of Port Orange with all the solicited right-of-way support services for a wide variety of property types in cost efficient manner with timely delivery of the right-of-way phase to satisfy the project schedule.

The right-of-way services that we proposed to perform for the City to fulfill the requirements of the RFSQ will be accomplished by the firm Principals, Edwin Barfield and Jamee Barfield, with support provided by highlty qualified subconsutants when their servcies are determined, with the City's concurrence, to be applicable. The support services as identified in the RFSQ for which we are well qualified and prepared to provide to Port Orange are as follows:

- Acquisition Services
- Appraisal Services
- Appraisal Review Services
- Cost Estimating Services
- Production Control
- Relocation Services
- Records Management
- Project Scheduling
- Architectural Services
- Environmental Assessment
- Land Planner Services
- Traffic Engineering
- Business Damage Report Preparation
- Business Damage Report Review
- Audio-Visual Services
- Engineering Services
- Construction / Cure Cost Estimating

The Barfield Group is well prepared, experienced and capable of providing Port Orange with all the tasks identified in the RFSQ on every project that we may be assigned by the City. Since we already adhere to the requirements stated in the City's RFSQ when providing services to all our clients, compliance with the City's criteria will be consistent with our standard performance methods on every assigned task.

In the unlikely event that either of the Principals is unable to work, we have the ability to retain subconsultants who are qualified to provide and complete the contracted for services. Our subconsultants also have the ability to deliver their services should their assigned expert not be available for an unforeseen reason.

Our broad backgrounds and extensive experience developed from consistently being able to deliver cost-effective and timely property acquisitions for Public Improvement Projects has provided us with extraordinary skills that our clients benefit substantially from. We will deliver this same high level of performance to the City of Port Orange if given the opportunity to provide the City with our unique approach to achieving non-adversarial and cost-saving Property Acquisition Services.

Although some of the Acquisition Services identified in the RFSQ are rarely encountered, the City can be assured that we will provide all these services in a manner that will be thorough, but efficient, and with timely delivery of the desired results. Performance of the identified Acquisition Services with be accomplished by the Barfield Group's Principals, and with the support of our subconsultant experts with highly qualified specialization in their applicable professional discipline, when applicable.

Those property acquisition-related services that we will provide for the City, when applicable, are, but not limited to, the following:

- **Initial Project Preparations**
- **Negotiations**
- **Document Preparation Assistance & Review**
- Public Meeting Preparations - Presentations
- Business Damage Reports
- Business Damage Report Evaluations
- **Title Reports and Commitments**
- **Preparation of Settlement Justifications**
- **Mediation**
- **Settlement Recommendations**
- **Closings**
- Suit Preparation and Legal Support
- Litigation Support
- **Appraisal**
- **Appraisal Review**
- **Cost Estimating**
- Property Management
- **General Contractor**
- **Land Planning**
- **Engineering**
- **Surveying**
- Architecture
- **Environmental Assessments**
- **Title Opinions**
- **Closings**
- **Traffic Engineering**
- Audio-Visual Documentation
- Graphic Artist
- Conceptual Project Video
- Eminent Domain Attorney

Those services identified above in bold are the most frequently required for a typical acquisition project, so these are the areas in which we have exceptional expertise. The need for the other services (not in bold) has been very infrequent to nonexistent, since we have successfully acquired almost every parcel by voluntary property owner participation (with the exception of less than a dozen with fraudulent title issues or a non-responsive attorney representative). However, these infrequently needed services can be provided utilizing subconsultant experts who are very qualified in their respective fields.

Our quality control process will entail adherence to the Barfield Group's QC/QA Plan. Detailed research and scrutiny of market data will be conducted, as well as thorough identification of the subject property's characteristics and potential impacts resulting from the proposed acquisition (if less than a whole taking). Comprehensive review of project design plans and field inspections will allow for input to be provided to the City and the design engineer on opportunities to avoid impacts to properties by identification of the potential for modification of the design, thereby realizing acquisition cost savings for the City. Our Quality Assurance will cover the entire length of the contracted assignment, as well as when preparing for Order of Taking Hearings, Mediation, and Trial, in the unlikely event these legal support services should be needed.

The Barfield Group's Quality Assurance Plan is based on the belief that *Quality*:

- Is achieved by planning, coordination, defined procedures, proper supervision, full understanding of the scope of services to be provided, quality/skilled personnel, and careful work to avoid errors and omissions.

- Is assured and verified by checking and reviewing work product by an individual who did not perform the initial efforts.

We will follow our established Cost Estimate methods and procedures to ensure the accuracy of our property acquisition cost estimates. The following costs and factors to be included in a Right-of-Way cost estimate as may be applicable include: direct labor costs, right-of-way consultant contract costs, relocation costs (replacement housing costs, move costs, fees, etc.), land, improvements, severance damages, administrative increases, litigation awards, business damages, owner appraiser fees, defendant attorney fees, other condemnation costs, appraisal fees, business damage CPA fees, court reported/witness fees, attorney fees (outside counsel), other experts, title research, demolition contracts, hazardous waste investigations, etc.

Ed Barfield will be the broker of record for the preparation of Broker Price Opinions (BPO) and Comparative Market Analysis (CMA), also known as Agent Price Estimates (APE), and Jamee Barfield with assist with market data research and drafting of the APE. Should the potential value of the proposed acquisition exceed the City's maximum value threshold for an APE, then the City will be advised that an independent appraiser will need to be engaged to provide appraisal services. If so, a proposal, or proposals, can be solicited by us for the City's consideration.

The appraiser selected by the City, with our input and recommendation, will be contracted to provide appraisal services as a sub-consultant to Edwin R. Barfield, LLC, if requested by the City. We will ensure all appraisals and appraisal reviews conform to the Uniform Standards of Professional Appraisal Practice, and the Florida Department of Transportation Supplemental Appraisal and Appraisal Review Standards, if this is a requirement of a specific assignment contract.

The appraisal services to be provided to the City of Port Orange will serve to ensure the successful completion of various City projects, in the same manner as will all other applicable services to be performed by the Barfield Group. The City will be advised when we determine that support by one or more of the many qualified subconsultants whom we have long-established relationships with is recommended to provide specialized assistance for development of an appraisal report.

Each assignment that the City requests the Barfield Group submit a scope and fee proposal for will be delivered in a written narrative format which will detail the scope of the assignment, along with the fee quote, and the date by which the assignment is

anticipated to be completed. We will provide the City with the best possible response time for delivery of the proposal for an assigned task.

We have the ability and desire to stay within the City's budget requirements. Close coordination with the City's representative prior to development of our scope and fee proposal will ensure that the total fee(s) for a particular assignment will not exceed the City's budget for that project. If appropriate, this may require that the scope of services be adjusted.

The Barfield Group has the capacity and capabilities to perform assigned services within the project schedule that will be identified in each of our scope and fee proposals and that have been approved by the City. We are committed to delivery of services to the City within the time period stated in our proposal for each assignment and will strive to deliver as soon as possible after receiving the notice to proceed or the purchase order for an assignment. All necessary resources will be employed to ensure delivery of contracted services in a timely manner in accordance with the agreed project schedule.

Through the years we have developed a network of highly qualified subconsultant professionals to provide us with the support needed to deliver quality services to our clients. In our selection of a subconsultant, their prior eminent domain experience is extremely important. Not only do our subconsultants used for an eminent domain assignment need to have knowledge of the Before and After Appraisal process, litigation experience and familiarity with case law are also important. In addition, an established working relationship with the subconsultants is important as this ensures they are familiar and capable of providing us with their services that will appropriately support our needs for the completion of the assignment. When the support of an expert subconsultant is needed, the information provided by that expert can be essential in our being able to thoroughly address the acquisition. Therefore, when it is determined that support by a subconsultant expert is warranted, we will only recommend to the City approval for those subconsultants that we know from experience will be able to adhere to the project schedule and provide quality support for the project assignment.

As indicated above, there may be certain circumstances when other professionals may be needed to assist the appraiser in providing their expertise in the scope of the appraisal assignment. The need for subconsultant services is unique to each appraisal assignment and is determined based upon the complexity and scope of the appraisal assignment and appraisal problem. The City will be advised should it be determined that an appraisal supporting subconsultant is recommended for an assignment.

All supporting subconsultants that we would recommend to the City for approval have demonstrated to us their hands-on involvement as highly qualified experts in their fields, as well as their on-time delivery of a thorough and quality work product. In

keeping with our above-standard quality requirements, we have scrutinized and identified those firms who have the ability to consistently provide quality support services with resolute adherence to maintaining pride in the quality of their work product and for their ability to work closely with all Team members. Our well-established standard of superior quality and team synergy will allow us to provide the City with quality appraisal and related valuation services.

All appraisals and appraisal reviews will be reviewed by us prior to submittal to the City to ensure that the report is easily understood and the values are consistent when there is more than one parcel to be appraised. This process will provide for delivery of well supported value determinations that are not only compliant with USPAP and FDOT Supplemental Standards but also able to withstand litigation scrutiny.

The Scope of Services for the assignment will dictate the project schedule, and there is no generic timetable that is applicable to each property acquisition assignment. Project schedules will be provided as part of the development of the scope of services for each proposal that will be provided to the City. Close coordination with the City's Project Manager will allow for development of a schedule that will satisfy the time constraints of the City's project.

Fees are also determined by the scope of services for a particular assignment and are dependent upon identification of the complexity and effort that will be necessary to provide the City with thorough and quality acquisition services. As an example, under USPAP, the appraiser should first determine the appropriate scope of services before identifying the fee to ensure that the client receives an appraisal report that is going to satisfy the client's needs. Same is applicable for property acquisition services.

The services provided by the Barfield Group reflect the unique range of expertise and experience of its principals, Edwin R. Barfield, SR/WA, and Jamee S. Barfield. Their combined real estate appraisal experience, with specialization in eminent domain appraisal and appraisal review, property acquisitions, and engineering-design support for public projects, has provided invaluable insight into what is required to achieve delivery of quality right-of-way support services to Port Orange. The City will also be able to benefit from our extensive knowledge and continuous review/tracking of Florida case law and statutes that will be drawn upon to ensure that an appraisal report is legally sufficient and in compliance with all applicable legal criteria.

We are members of the Orlando Regional REALTOR® Association and subscribe to both the Multiple Listing Service (MLS) and CoStar/LoopNet research and marketing services, as well as the Marshall & Swift Cost Estimating Service. We are well positioned to be able to quickly obtain market data for requested assignments for those properties that the City is seeking to sell, acquire or lease from others.

Ed Barfield has over 38 years of experience and Jamee Barfield has over 34 years of experience providing real property related assistance to public agencies. We are highly qualified to provide the City of Port Orange with all the identified real estate services and are committed to exemplary delivery of those services.

Both firm principals have extensive experience conducting reviews of appraisals which will ensure that the City has been provided with an understandable and supported opinion of a property's value. We also are able to review and advise the City on claims for business damages resulting from the acquisition of less than the whole property, provide assistance with closings if needed, review and provide input on project designs, preparation of settlement justifications if required, and assist with preparation of suit packages (although this task is considered to be unlikely to be necessary given our record of successfully acquiring parcels by voluntary property owner participation)..

The Review Appraiser of Record will establish effective communication with the fee appraiser. Subject inspections will be attended by the Review Appraiser of Record. All comparable market data (sales, rentals, etc.) will be inspected by the Review Appraiser of Record. As part of the fee review process, the review appraiser will become familiar with the project area, real estate market and available market data. The subconsultant reports and construction plans will be reviewed.

The FDOT Supplemental Standards will be used in the appraisal review to ensure the appraisal reports being reviewed are complete, contain support for conclusions and are mathematically accurate, if so requested. The market value opinion by the fee appraiser will be reviewed for reasonableness and to ensure the report is adequately supported.

The Review Appraiser of Record will coordinate and communicate with the fee appraiser during the entire phase of the project. After discussions with the fee appraiser, any subjective issues arising during the appraisal review that may require input by the City's representative will be brought to the attention of the City's Project Manager. Issues relating to non-compensable items and/or damages will be discussed and communicated to the City's Project Manager. The Fee Review appraiser will also be cognizant of addressing any consistency issues between the appraisals if there are multiple property acquisitions on a project.

In addition, the City's representative will be alerted to any legal issues that may arise and require legal direction by the City Attorney. The production of services will be monitored throughout the project to ensure all due dates are adhered to.

The current edition of the FDOT Right of Way Supplemental Appraisal Standards is our standard reference source for those items and procedures to be applied in the preparation of appraisal reports. The following costs and factors to be included in an appraisal report as may be applicable include the value of the parent tract/larger parcel

and/or building improvements, value of the land and improvements to be acquired, remainder valuation, severance damages, and cost to cure damages (including demolition). If mitigation of business damages can be accomplished by a "super" cost to cure, the City's representative will be consulted on the potential for incorporating a cure plan for this purpose in the real property valuation.

Mr. Barfield has provided expert testimony many times over the course of his career in support of property acquisitions and appraised values for both public agencies and property owners. He also has extensive experience providing legal counsel with expert witness services, identification of trial exhibit contents that deliver maximum jury impact, preparation of direct examination and rebuttal questions for the condemnor and condemnee expert witnesses that "paint the picture" for the jury members, and on-the-spot assistance to the public agency's attorney during trial testimony. These are the types of skills that distinguish Mr. Barfield's unique capabilities when litigation is necessary to acquire a property interest required for the construction of a public improvement project.

Mr. Barfield is highly qualified to serve as an expert witness for the City of Port Orange, if needed. However, it is noteworthy that although he has provided expert sworn testimony, he has never had to defend one of his appraisal reports in a deposition or trial. This rare track record is attributable to always providing his client with a thorough and well documented appraisal, that when presented to a property owner or their representative in support of that agency's written offer to purchase, is easily understood and leads the reader to the same conclusion of value as reported in his appraisal report.

As with every project that the Barfield Group is involved with, the manpower and resources necessary to deliver superior results are available to satisfy all elements of the project's requirements. We are able to provide Port Orange with delivery on a project of any size within the project's schedule.

The Barfield Group's principals have had the benefit of decades of experience working on numerous public improvement projects, and we will be available to provide all necessary support services immediately upon notice that our services are needed. Even for a project that has a shortened production schedule, Ed Barfield's management of the project right of way phase will allow for timely completion. We are fortunate that over the years we have worked closely with numerous engineering firms and supporting consultants to achieve delivery of consistently high-quality results. This cohesive and cooperative approach to providing right-of-way acquisition support services is but one of the many unique aspects of how the Barfield Group delivers on our commitment to providing Port Orange with exemplary services.

We have developed and successfully utilized spread sheets to track property acquisitions, as well as tracking of unit values (RCN, costs, cures, conclusions), comparables (sale data, adjustments, reconciliations), rates (rental, vacancy, expense,

capitalization), for purposes of comparison to ensure consistency not only between an appraiser's appraisal reports but also if there are different appraisers involved with the valuation of similar properties on the same project. Recognition of the need for appraiser independence in development of an opinion of value does not need to be compromised when the team has a cohesive structure with a common goal of delivering the best quality product possible to Port Orange.

We are committed to making sure that our services, which will be delivered to Port Orange on schedule, and with the same high quality that the Barfield Group requires on every project for all our clients.

A summary of our standard methodology that will be employed when providing property acquisition services for Port Orange are as described below:

- Identification of the property and appropriate property interest to be acquired.
- Property and owner research.
- Creation of parcel file.
- Employment of those acquisition strategies that have been proved to be successful on prior projects, with refinement to suit the requirements of each project and/or parcel acquisition.
- Close coordination with the City representative and our team (Project Manager, design engineer, title, legal, survey, appraiser, review appraiser, general contractor, etc.) in all activities and the development of acquisition strategies specific to the project and parcel.
- Advance contact with property owners and/or their representatives at the initiation of the project design to establish positive relations that will lead to non-adversarial acquisitions and the resulting acquisition cost savings.
- Obtaining written authorization for representation by the propety owner and and their attorney, if applicable.
- Conducting all public, property/business owner and attorney relations in a honest and professional manner. This approach is why Ed Barfield has secured a reputation for always treating others with patience, respect and empathetic understanding of the affected parties viewpoint.
- Acquisition negotiations in a cooperative approach that serves to limit/reduce attorney and expert fees/costs.
- Assistance and advice to the City on parcel acquisition issues and the acquisition process.
- Consultation with City representatives on issues related to the City's real estate needs, including presentations at public meetings and executive sessions, as needed.

- Comprehensive documentation of all communications, correspondence, meetings, materials and other records obtained or generated as part of the acquisition process.
- Communication and distribution of the records to the appropriate City representative and/or project team members.
- Services required by the City related to the procurement and acquisition of properties.
- Litigation support to the City Attorney's office in the identification of owner claim strengths/weaknesses, direct and cross examination question preparation, property owner appraisal reviews, and expert testimony as may be required.
- Participation in production meetings and status report updates as deemed necessary by the City.
- Assistance, coordination, input and recommendations to the City on parcel maps, surveys, plans, applications, title searches, appraisals, appraisal reviews, environmental reports, and contract forms for purchase agreements, legal descriptions of properties, easement interest descriptions and other documents required by the City for parcel acquisitions.
- Maintaining all applicable licenses and registrations required by the State of Florida, City and/or City to practice and provide professional real estate services to the City Port Orange.
- Utilization of experts for specialized professional services as may be necessary for completion of right-of-way services upon written approval by the City.
- Utilization of personnel that are competent and qualified by experience/education to fulfill the obligations and responsibilities of the support services that we are agreeing to provide to the City.
- Written authorization from the City will be obtained for any proposed change in personnel working on the activities to be provided to the City.
- Compliance with Florida Statutes Chapter 475.278(3), for disclosure of a Single Agent Relationship for authorized brokerage relationships.
- Compliance with the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, and all amendments thereto, when applicable.
- Compliance with the guidelines, standards, procedures, and directives that are part of the RFSQ, contact agreement, which are either directly or incorporated therein by reference.
- Compliance with City, State, Federal, and FDOT standards and procedures, including the FDOT's Right of Way Procedures Manual and Local Agency Program (LAP) requirements in effect at the time of a Task Authorization.

- Minimization of the City's utilization of City resources for delivery of tasked assignments.
- Availability to be contacted, meet or call-in to meetings, even if the notice is less than 24 hours in advance.

Projects and Experience

Advance coordination with all parcel owners directly affected by a public improvement project during the design phase is extremely beneficial to successful acquisition negotiations. Often the project is not welcomed by an affected property owner, particularly when there are substantial impacts to their property. One of the most common property owner comments/complaints received at a project public meeting concerns the lack of communication about the project. The input obtained from individual property owner coordination results in the "best" project design that is acceptable to the property owner while still satisfying the project needs and establishing the owner as a vested stakeholder.

The result of coordination efforts is a final project design that minimizes and/or eliminates issues to the greatest extent possible to mitigate the potential for severance damage claims that could have been prevented. The goodwill established by addressing the owner's concerns and recommendations during the design lays a foundation for the avoidance of an adversarial parcel acquisition and the associated costs. The additional benefit of this effort is being able to obtain substantial cost savings resulting from the subsequent voluntary acquisition of the parcels required for construction of the City's project.

Obtaining voluntary property acquisitions in full compliance with all requirements can be accomplished by working closely and extensively with the property owner and/or their representative.

To obtain proven real property acquisition cost savings, the Incentive Offer Program may be applicable for utilization by the City. Employment of this FDOT and FHWA approved program serves to diminish unnecessary schedule delays and expenditure of acquisition funds on property owner attorney and expert fees and can provide the City with an opportunity to be able to successfully obtain property acquisitions by voluntary owner participation during the project design phase. Our supporting team of highly qualified appraisal, land planning/engineering, general contractor, and other experts, allows for us to provide a well-supported basis for the County's initial offer of incentivized compensation to achieve voluntary parcel acquisitions.
The Barfield Group provides exceptional property acquisition services. In addition to Ed Barfield as the principal contact for this proposal, Jamee Barfield is a State Certified General Appraiser with over 34 years of eminent domain appraisal experience and 14 years of right of way acquisition experience.

The Barfield Group is highly qualified to provide Port Orange with those services that are related to the whole or partial acquisition of fee simple and/or easement interests in real property, as well as obtaining right of entry agreements when applicable.

It has been our experience that advanced coordination with all the parcel owners directly affected by a public improvement project is extremely beneficial during the design phase, since it is typical for affected property owners to discuss their concerns and opinions with other affected property owners. Often the project is not welcomed by the affected property owners, particularly when there are substantial impacts to an owner's property.

The most common complaint about a public project from property owners and tenants is the lack of communication about the project. Individual coordination not only results in the "best" project design that is acceptable to the property owner/tenant while still satisfying the project needs but also serves to establish the owner/tenant as a vested stakeholder in the project. Thus, it is best practice to coordinate with all affected property owners to not only avoid the spread of unfounded rumors, but to also establish for all affected property owners/tenants the validity of their concerns by comprehensively addressing their questions with well supported explanations and logical reasoning.

All property owner contacts are tracked and documented in the individual parcel file, a summary of the coordination discussions is prepared, and the status of each parcel coordination is summarized in a project tracking table. In addition, the project manager is copied on letters and e-mail correspondence with property owners, representatives and/or tenants, when applicable.

The net result of the coordination efforts is a final project design that minimizes and/or eliminates issues to the greatest extent possible to mitigate the potential for severance and/or business damage claims that could have been prevented. The goodwill established by addressing the owner's concerns and recommendations during the design phase will also lay a foundation for avoidance of adversarial parcel acquisitions and the high costs that almost always result when an owner believes their questions and concerns don't matter or are not adequately addressed.

This does not mean that the owner's requests for project design component modifications will necessarily be incorporated into the project design, unless deemed appropriate by the engineer of record and the project manager, but that their concerns/recommendations will be fully vetted with a comprehensive explanation as to why their recommendations could or could not be included in the project design plans.

While it is possible that an affected property owner might agree that their concerns have been addressed to their satisfaction, if represented by counsel they will be advised against such. Documentation of the owner's concerns/recommendations in the conveyance of a response to the property owner and/or tenant will be by e-mail with a delivery/read receipt or by USPS mail delivery tracking.

Range of Services Provided on the Following Public Agency Projects

Right-of-way acquisition cost estimates; relocation needs assessment; appraisal; appraisal review; Engineering design support; owner/attorney and agency coordinations; Eminent Domain Relief Ordinance adoption; public relations; acquisition impacts and issues resolution during design; resolution of access management issues; Federal and State compliant acquisitions by voluntary donation or purchase; Right-of-Way Project Management. (* Denotes a R/W Design Support and R/W Acquisition Project; • Denotes R/W Cost Estimate Support; ° Denotes Appraisal Services).

Below are some of the public improvement projects that the Barfield Group has successfully provided Right of Way consulting services for:

- CR 46A Sidewalk (LAP - Old Lake Mary Road to just east of the SunRail, Seminole City)*
- SR 434 Intersections Study (LAP - Rangeline Rd. to CR 427 Intersections, Seminole City) •
- CR 426 Safety Improvements (LAP - Division St. to SR 46, Seminole City)
- SR 46 Gateway Sidewalk / Multi-Use Path (LAP - Reinhart Rd. to MLK Blvd., Seminole City)*
- Dean Road Study (Orange City Line to SR 426, Seminole City)•
- Seminole-Wekiva Trail (LAP -SR 436 to SR 414, Seminole City)*
- Longwood-Markham Road Trail (Markham Road to SR 46, Seminole City)
- CR 46A and Orange Boulevard Intersection (Seminole City)•
- Wirz Park Trail 1 & 3 (LAP) & Trail 2 (City of Casselberry)*
- CR 466A (US 301/SR 35 to Powell Road/CR 462, Sumter City)*
- South Lake Trail III (LAP) Project (Clermont to Groveland, FL, Lake City)
- Dean Road (Seminole City)
- Oakland Drainage Improvements (Town of Oakland)*
- CR 466 (US 301/SR 35 to CR 209, Sumter City)*
- North Hancock Road Extension (Clermont to Minneola, FL, Lake City)
- CR 468 – WRA Site (Sumter City)
- Mount Dora Eastern Utility Extension on SR 46 (City of Mount Dora)*
- Kissimmee Drainage Improvement (City of Kissimmee)•
- International Speedway Boulevard Streetscape Study (City of Daytona Beach)•
- CR 468 Roadway (Sumter City)*
- Utility Encroachment in Cemetery (Town of Oakland)
- Sand Lake Road/SR 434 Feasibility Study (Seminole City)•
- Community Gardens (Town of Oakland)
- Kissimmee Trail Grade-Separated Crossing of JYP (LAP - City of Kissimmee)*
- Oakland Utility Easement Projects (Town of Oakland)*
- Shingle Creek Trail (LAP - Oak Ridge Road to Sand Lake Road, City of Orlando)*
- CR 462 (US 301 to CR 466A, Sumter City)*
- Mount Dora Utility Relocations on US 441 (City of Mount Dora)*
- SR 87 PD&E Study (SR 87 S/US 90 to SR 87 N., FDOT in Santa Rosa City)•
- Osceola Pkwy Feasibility Study (Boggy Creek Rd. to Narcoossee Rd., Osc. Exp. Auth./Turnpike)•
- US 90/SR 10 PD&E Study (Glover Lane to SR 87 South, FDOT in Santa Rosa City)•
- Motamassek Road (Town of Oakland)
- Grace Lake Sinkhole (Seminole City)

- Osceola Parkway - Phase 1 and 2 PD&E Study (Boggy Creek Rd. to East of Narcoossee Road and to SR 417, Osceola City Expressway Authority)•
- Suncoast Parkway – Mitigation Parcels in Levy, Hernando and Citrus Counties (Turnpike Enterprise)°
- Surplus Parcel in Osceola City (Turnpike Enterprise) °
- Mount Dora Britt Road Utility Extension (City of Mount Dora)*
- Tandem Truck Trailer Alternatives in Orange and Osceola City Study (Turnpike Enterprise)•
- Oakland Quiet Title for Abandoned R.R. R/W and Utility Easement Acquisitions (Town of Oakland)
- Gopher Tortoise Relocations (City of Mount Dora)
- Simpson Road Study (Turnpike Enterprise)•
- Lake Monroe Loop Trail Study (Seminole City)•
- Beardall Avenue, Marquette Road and Ohio Avenue Parcels (Sanford-Orlando Airport Authority)°
- US 17-92 Mast-Arms (LAP - Seminole City)*
- Mount Dora Round Lake Road Lift Station (City of Mount Dora)*
- Airport Boulevard Sidewalk Improvements (Seminole City)*
- Wymore Road (Seminole City)*
- Wolf Branch Road Utility (City of Mount Dora)*
- E.E. Williamson Trail and Sidewalk (Seminole City)*
- Downtown Parking Study and Acquisition (City of Mount Dora)
- R.R. Right of Way Valuations and Quiet Title – Multiple Parcels (Town of Oakland)
- SR 292 Study – Phases 1 and 2 (District 3)•
- Lake Saunders (City of Fruitland Park) °
- Britt Road Utility (City of Mount Dora)*
- Shingle Creek Trail Construction Access Easements (City of Orlando)
- Dogwood Mountain (City of Mount Dora)
- North US 17-92 Utility Relocations (City of Maitland)*
- South US 17-92 Utility Relocations (City of Maitland)*
- Suncoast Parkway – Mitigation Parcels in Alachua and Levy Counties (Turnpike Enterprise)°
- Round Lake Road Utility (City of Mount Dora)*
- French Avenue Trail (City of Orange City)*
- Round Lake Road Advance Acquisition (City of Mount Dora)
- Dommerich Sidewalk (City of Maitland)*
- Fire Station Nos. 35 and No. 36 (City of Mount Dora)
- Hillview Drainage (Seminole City)
- Horatio Avenue/Maitland Avenue Mast-Arm (City of Maitland)
- East Altamonte Sidewalk (Seminole City)
- Lake-Orange Connector Study (Central Florida Expressway Authority)•
- Osceola Parkway Extension Study (Central Florida Expressway Authority)•
- Poinciana Parkway Study (Central Florida Expressway Authority)•
- Mitchell Hammock Road at SR 434 Turn Lane Addition (City of Oviedo)
- Fire Station No. 39 (Seminole City)
- Sandspur Road Trail (City of Maitland)
- Orange Boulevard Study (Seminole City)•
- Country Club of Mount Dora Utility (City of Mount Dora)*
- Sanlando Sidewalk (Seminole City)
- Grove Street Lift Station (City of Maitland)

- Rinehart Road (City of Lake Mary)°
- Oakland Avenue Roundabout (Town of Oakland)
- Sand Lake Road Study (Seminole City)•
- Mullet Lake Park Road Drainage (Seminole City)
- Lake Destiny Drainage Outfall (Seminole City)
- Dommerich Hills Street Lighting (City of Maitland)
- SR 434 to Cross-Seminole Trail Study (Seminole City)
- Miller Road Bridge (Seminole City)*
- Slavia Road Study (Seminole City)•
- Mohican Trail Sidewalk (City of Maitland)*
- Nebraska Avenue Bridge (Seminole City)*
- Partin Settlement Road Study (Osceola City)•
- Oxford Road Utility (Seminole City)
- Poinciana Road Study (Osceola City)•
- Sand Lake Road (Seminole City)*
- Lake Monroe Loop Trail (Seminole City)
- Seminole-Wekiva Trail Grade Separated Crossing at SR 436 and SR 434 Study (Seminole City)
- Lake of the Woods Regional Stormwater (Seminole City)
- Nolan Road Bridge (Seminole City)*
- Hillview Drive (Seminole City)*
- Moores Station Parcel (Sanford Airport Authority)°
- Orange Boulevard (Seminole City)*
- Oakland Trail Spur (Town of Oakland)*
- Howell Creek Lane Bridge (Seminole City)
- Goldie Manor Sidewalk (Seminole City)
- I-4 at US 17-92 Parcel (Seminole City)°
- Marquette Avenue Parcel (Sanford Airport Authority)°
- Lake Mary Boulevard at Country Club Road (Seminole City)*
- Old Lake Wilson Road Study (Osceola City)•
- Deltona Activity Center (City of Deltona)°
- Waycross Lift Station Replacement (City of Deltona)
- Skyway Drive Parcel (Sanford Airport Authority)°
- Old Lake Mary Road Sidewalk (Seminole City)*
- Riverview Avenue Drainage and Sidewalk (Seminole City)*
- Water Treatment Plant (City of Deltona)
- Truss Plant (Sanford-Orlando Airport Authority)°
- Midway Drainage (Seminole City)*
- Truss Plant Parcel (Sanford Airport Authority)°
- Willow Avenue Drainage (Seminole City)*
- Camp Lamitchee (City of Deltona)
- Southport Connector Study (Central Florida Expressway Authority)•
- Fire Station 23 (Seminole City)
- Independence Lane (City of Maitland)
- Cherry Parcel (City of Sanford)°
- Fire Station 28 (Seminole City)
- Caravette Properties (City of Mount Dora) °
- Lift Station No. 7 (City of Maitland)*
- Fire Station 10 (Seminole City)

- Lake Sylvan Parcel (Seminole City)°
- B & H Wildlife (City of Orange City)
- Slavia Road Study (Seminole City)•
- Herbst Property (City of Mount Dora)°
- Lockwood Sewer (Seminole City)
- Northeast Connector Study (Central Florida Expressway Authority)•
- Vallier Property (City of Mount Dora)°
- Edgewater Sun Trail (City of Edgewater)
- 308 East 5th Street Property (City of Mount Dora)°
- Slavia Road (Seminole City)*
- Keller Road (City of Maitland)•
- Suntrust Property (City of Mount Dora)•
- Morningside Drive (City of Dade City)*
- Oak Street Parcel (City of Sanford)°
- SR 417-Orlando-Sanford Airport Connector Feasibility Study (Central FL.Expressway Authority)•
- Hillview Drive II Drainage (Seminole City)
- Waste Water Plant Expansion (City of Winter Springs)*
- Dommerich Brook (City of Maitland)
- Howell Cove Lift Station (Seminole City)
- Krazeise Property (City of Sanford)°
- C Street Properties (City of Orange City)
- SR 417–Orlando Sanford Airport Connector PD&E Study (Central Florida Expressway Authority)•
- Parrish Grove Land Fill (City of Dade City)
- Kepler Road Utility (City of Deland)
- Splash Pad Parking Lot (City of Dade City)
- Zaffran Property (City of Dade City)•
- Water Treatment Plant (City of Deland)*
- Oakland Avenue Property – Quiet Title (Town of Oakland)
- Rolf Property (City of Sanford)°
- Southport Connector East (Central Florida Expressway Authority) •
- Aquarius Avenue Property (City of Deland)

Examples of Successful Projects with No Right of Way Funding

The following projects were programmed without a R/W phase or funding, thereby necessitating that the project parcel acquisitions be obtained by voluntary donation in full compliance with LAP requirements. This was accomplished by working closely and extensively with the property owner and/or their representative to develop a project design that satisfied the owner's concerns/issues while still meeting the project design requirements.

Casselberry Trail (a/k/a Wirz Trail): ($676,000 estimated R/W cost savings from donations)

Casselberry Trail 1: 17 parcels & HOA Common Area donations
Casselberry Trail 2: Progress/Duke Energy donations at sub-station and within transmission corridor donations. Metro Life Church donation of the trail easement along their entire northern property line.
Casselberry Trail 3: Big Cypress (wetlands) and Casselberry Golf Course donations

SR 46 Gateway Sidewalk Improvements Project: ($858,000 estimated R/W cost savings from donations)

- Coordination with 40 Property Ownerships at project initiation
- 3 Property Owners declined to participate; two per their attorney's response, but upon commencement of construction at one of these property's frontage a request to be included in the construction project was received; too late to accommodate this request.
- 2 Properties were in foreclosure, so it was impossible to clear this cloud on the title
- 1 Property was encumbered by multiple Tax Certificate Liens that couldn't be cleared
- 1 Property that was encumbered by City Code Enforcement Liens of over $100K were cleared in order to obtain sufficient quality of title
- 2 Properties were sold/changed ownership, but coordination with both of these new property owners resulted in the solicited donations
- 3 Properties had companion PDE's
- 4 Properties were stand-alone PDE's

Shingle Creek Trail: ($2,090,000 estimated R/W cost savings from donations)

- 5 Property Ownerships
- 4 Property Owners made donations, and 1 property owner elected to construct the sidewalk connection to the trail at their expense due to the time and expense that would have been required for execution of all of the required documents
- 1 POA with 28 voting members unanimously approved the donation. When DEP had attempted to acquire this parcel, the POA was unanimously opposed to the trail project.
- 2 properties were acquired by new owners during the project design. Both prior owners had agreed to the solicited donation, and the new owners also agreed to the donation.

Seminole-Wekiva Trail: ($1,276,000 estimated R/W cost savings from donations)

- Simon Property Group as owner of the West Town Corners Retail Center donated the solicited R/W
- Lowe's Home Improvement also donated the solicited R/W and a TCE, despite losing eight parking spaces to accommodate the trail alignment. This required obtaining a variance from the City of Altamonte Springs for the non-conforming parking that resulted from the loss of the code required number of parking spaces.

Kissimmee Trail: ($143,000 estimated R/W cost savings from donation)

- One Property Owner donation of the area needed for the spiral ramp of the grade-separated trail crossing.

CR 46A Sidewalk Improvements Project: ($52,000 estimated R/W cost savings from donations)

- 3 Property Ownerships, with voluntary participation by all property owners.

List of Recently Completed Projects Related to Work in this RFSQ

Date of Completion	Project Name	Contract Amount
5/2025	SR 417 – Sanford Airport Connector	$90,720
8/2025	Aquarius Avenue	$7,500
4/2025	Wellfield Expansion	$16,500
11/2025	Southport Connector	$91,791
11/2025	CRA Surplus	$9,625
7/2025	Thrill Hill	$5,950
3/2027	Morningside Drive	$99,350
3/2025	C Street	$13,350
3/2025	Lilly Court	$5,000
8/2025	Old Mims Road	$6,380
4/2025	Lake Mary / Country Club Road	$4,350
8/2025	Nebraska Avenue	$36,705
11/2025	Old Lake Mary Road	$49,950
8/2025	Riverview Avenue	$51,850
9/2025	Lake Howell Cove	$53,650
7/2025	Sun Trail	$39,400

Project Delivery

For all assignments, Ed Barfield will be the project manager of record responsible for delivery or all right-of-way services. He will serve as the point of contact and the individual responsible for performance of all subconsultants. Continuous coordination with our team and the City's representative will provide opportunities for minimization or avoidance of delays in the project schedule. The City's representative will be apprised if there are unanticipated factors or events identified that might affect the project schedule. His extensive experience and skills will provide for reliable and comprehensive acquisition services with delivery of the assignment on time and within budget.

TAB C

QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING

Staffing Plan/Organizational Chart

Company Organization

Chief Appraiser and Acquisition Broker – Edwin R. Barfield, SR/WA (Managing Member)
Associate Appraiser and Acquisition Agent – Jamee S. Barfield (President)

Those services identified in the Scope of Services section of the RFSQ will be provided in a comprehensive manner which is not only efficient but also highly productive and cost effective. Our vast knowledge and experience allows for delivery of quality results without undue delays that could result if not for the ability to quickly and properly recognize and identify the appropriate course of action to achieve the desired results.

Ed Barfield will serve as the Project Manager responsible for all daily operations and fulfillment of the contract obligations and will serve as the point of contact for property owners and their representatives, as well as with City representatives, other City consultants, and our subconsultants. He will be the Broker of Record for Broker Price Opinions (a/k/a Agent Price Estimates), serve as the negotiator for all parcel acquisitions, act as the right-of-way project manager for any subconsultants that may need to be engaged when circumstances warrant, conduct reviews of appraisals and business damage claims, provide assistance with closings if needed, review and provide input on project designs, prepare settlement justifications if such should be required, and assist with preparation of suit packages (although this task is considered to be unlikely to be necessary given the record of success that he has achieved for parcel acquisitions on other projects).

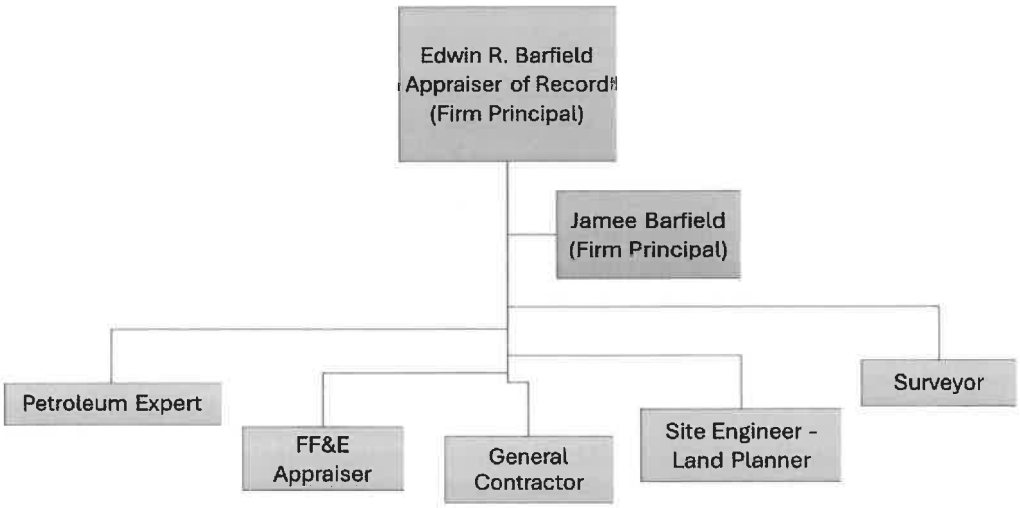
Jamee Barfield will provide all necessary support services as required by the contract agreement, to include but not limited to property and property owner research, market data research, preparation of Broker Price Opinions, appraisals, appraisal reviews, project progress tracking, and scheduling.

The services provided by Edwin R. Barfield, LLC, (d/b/a Barfield Group) reflect the unique range of expertise and experience of its principals, Edwin R. Barfield, SR/WA, and Jamee S. Barfield. Their specialization in eminent domain appraisal and appraisal review, property acquisitions, and engineering-design support for public projects, provides valuable contributions that are instrumental to the realization of the best project results possible that are directly attributable to the thoroughness of their due diligence. By employing early coordination with all parties to resolve environmental, title, code, approvals/permits, entitlements and physical condition issues in the early stage of the design process, we will be able to reduce the City's costs for design, acquisition, and project construction. The principals will personally provide the primary solicited services to the City, thereby assuring that the City will benefit from their direct participation to achieve minimization of acquisition costs and adherence to the project schedule. Comprehensive field inspections and close coordination with supporting sub-

consultants and the City's staff will provide the input necessary for the City to receive timely delivery of the parcel acquisitions needed for public improvement projects.
In addition, we will draw upon our extensive appraisal backgrounds to provide quality Agent Price Estimates (APE) for those acquisition parcels that do not require a full narrative appraisal report to be obtained. Not only does utilization of a quality APE satisfy the client's needs at a lower cost than for an appraisal but also allows for attainment of acquisition cost-savings by providing the affected property owner with a reliable summary of relevant market data in a report format that can be easily understood.

The Barfield Group has the ability to provide turn-key delivery of the entire Right of Way Phase. Jamee Barfield is a State-Certified General Appraiser with over 34 years of eminent domain appraisal experience and can serve as the Appraiser of Record, or Review Appraiser of Record, if the City should elect to have the Barfield Group provide both appraisal and acquisition support services on the same project. Ed Barfield would then serve in the capacity of Right of Way Project Manager and the acquisition agent for that project. The Barfield Group has a long-established relationship with appraiser sub-consultants that can be employed to provide appraisal services for a project with a large number of parcels, or if the City requests the utilization of an appraiser that is not directly affiliated with the Barfield Group if the Barfield Group is also providing acquisition support services.

Appraisal Assignment's Organizational Chart



Firm Principals

As the principals of the Barfield Group, Ed Barfield and Jamee Barfield have decades of specialization in various eminent domain disciplines. While there are many consultants who have specific experience focused on one eminent domain discipline, we have established our well-respected reputation by providing numerous government agencies with superior quality services for property acquisitions, appraisals, appraisal reviews, cost estimates and litigation support.

Ed Barfield will be responsible for all daily operations, fulfillment of the contract obligations, and will serve as the point of contact with City representatives and other City consultants. If any subconsultants may need to be engaged in support of an assignment, when circumstances warrant and when approved by the City, he will manage those supporting experts.

As the firm's representative for all assignments, he will ensure all acquisition appraisals (and appraisal reviews, when applicable) conform to the Uniform Standards of Professional Appraisal Practice, and the Florida Department of Transportation Supplemental Appraisal Standards if this is a requirement of a specific assignment contract.

Our Quality Assurance will cover the entire length of the contract, from project preparations to completion of the assignment. Although considered unlikely to be needed, given our unparalleled record of obtaining property acquisitions by voluntary property owner participation, we can provide those services required for Order of Taking Hearings, Mediations and Trials, if such should be necessary.

A well-supported appraisal presents an opportunity for a successful voluntary property acquisition. For those instances when a negotiated settlement has not been secured, having an initial appraisal report that can withstand a detailed examination conducted in preparation for litigation is an invaluable benefit to the condemning agency. This is but one example of how our expertise allows us to deliver unmatched results when we have a quality appraisal serving as the basis for the offer of compensation to be presented to the property owner.

Similarly, having an appraisal reviewed by an appraiser with the requisite expertise necessary to refute a property owner's claim for compensation by clearly and convincingly establishing that their valuation analysis is not only unreasonable but also unsupportable, allows for successful negotiated settlements instead of costly mediations and litigation. In addition, Mr. Barfield's experience with providing legal counsel with expert witness services, identification of trial exhibits that deliver maximum jury impact, preparation of direct examination and rebuttal questions for the condemnor's and condemnee's expert witnesses that "paint the picture" for the jury members, and on-the-spot assistance to the agency's eminent domain attorney during

trial testimony, are examples of the type of skills that distinguish Mr. Barfield's capabilities.

As an FDOT reviewer, Mr. Barfield worked closely with the contracted appraiser to ensure that valuation issues and concerns were addressed prior to submittal of the appraisal report. Not only does that process provide for delivery of an approval-ready appraisal report that prevents delays in presentation of the initial offer to the property owner, but it also benefits the appraiser by being able to submit an error-free appraisal report.

Upon embarking on the establishment of his own right-of-way professional consulting services firm, Mr. Barfield has established a reputation for delivering quality services to government agencies. The City of Port Orange will have an opportunity to receive the same level of superior quality services that other government agencies have come to expect from the Barfield Group if we are selected for award of this contract. While many firms provide property acquisition services, we offer an extremely broad level of expertise and exemplary quality on which our reputation for excellence has been established.

Qualifications

Edwin R. Barfield's 38 years of exclusive specialization in eminent domain appraisal, appraisal review, acquisition, engineering-design support and right-of-way management for public improvement projects provides for an unparalleled delivery of comprehensive and synergistic right of way support services at every level of complexity. Experience gained as a staff appraiser at the beginning of his appraisal career with a firm whose sole focus was eminent domain appraisal provided the foundation for delivery of right of way support services capable of deflecting the dissection that occurs when a parcel acquisition must be litigated to establish the compensation to be paid. Subsequent focus on appraisal review as a Senior Appraiser for the FDOT provided an even broader exposure and further emphasis on the necessity of ensuring that an appraisal or appraisal review accurately reports factual data, is consistent in the analysis developed, conveys a clear understanding of the analysis presented, and is not only well supported but also convincingly guides the reader to reach the same conclusion as stated in the report.

When a well-supported appraisal and/or appraisal review is prepared for purposes of negotiation, the opportunity for a successful challenge of the value conclusion by a property owner is substantially diminished. Whether an appraisal or a APE is utilized to establish the basis for the initial offer, having the expertise to be able clearly and convincingly address or refute a property owner's unreasonable claim for compensation allows for successful negotiated settlements instead of having to undergo costly mediations and litigation. In addition, Mr. Barfield's experience with providing legal counsel with expert witness services, identification of trial exhibits that deliver maximum jury impact, preparation of direct examination and rebuttal questions for the condemnor's and condemnee's expert witnesses that "paint the picture" for the jury members, and on-the-spot assistance to the agency's attorney during trial testimony, are examples of the type of skills that distinguish Mr. Barfield's unique capabilities.

As an experienced appraiser and reviewer, Mr. Barfield can ensure that valuation issues and concerns can be properly addressed with the property owner prior to becoming a point of contention for the owner. Coordination with the appraisal consultants will allow for delivery of an approval-ready appraisal report that prevents delays in presentation of the initial offer to the property owner. When a quality appraisal is utilized for his thorough explanation when presented to a property owner as part of a detailed review of the offer to purchase package, understanding by the property owner of the basis for the offer to purchase amount is assured.

In the course of providing support for litigation of contested property acquisitions while working in the FDOT District Five and the Florida Attorney General offices, observation of the multitude of opportunities that were available but not seized upon to preclude adversarial acquisitions resulted in Mr. Barfield's development of right-of-way division that provided design support from a right-of-way perspective in project study and

design phases which has been adopted state wide. Providing input from a right-of-way acquisition and valuation perspective early and throughout the design process allows for elimination or minimization of unnecessary impacts to properties and businesses, thereby avoiding costly property acquisitions and the far too common but avoidable changes to the project design during the right of way phase. Avoidance of owner/stakeholder dissatisfaction with the project design is the standard result of Mr. Barfield's valuable input, along with his ability to address property owner concerns in advance of those concerns becoming issues which can be costly to the government agency. His expertise in being able to provide input to Port Orange on how to avoid costly partial acquisitions will be an additional benefit to the City for those acquisitions where less than the whole property is needed for construction of the City's project.

Ed Barfield is a graduate of the University of Florida with a Bachelor of Science degree in Real Estate and Urban Economics. He has completed over 135 specialized courses and seminars related to appraisal, right-of-way acquisitions, and eminent domain, a listing of which is on his curriculum vitae that is included in this response to the RFP. He holds the SR/WA designation from the International Right of Way Association (Designation Number 026676728), is a Florida State Certified General Real Estate Appraiser (No. RZ2594), is licensed by the Florida Real Estate Commission as a Florida Real Estate Broker (No. BK0450961) and is a State of Florida Notary Public (No. 1324586). His credentials, education, training and vast specialized experience in multiple aspects of the field of eminent domain provide him with a level of expertise that is rarely possessed by one individual.

Mr. Barfield was selected to serve as a Special Magistrate for the Value Adjustment Boards in the following counties: Orange: (2010 – 2020); Osceola: (2012 – 2020); Citrus: (2015 - 2018). Service as a Special Magistrate provided him with exposure to numerous types of unique properties and the associated valuation methodologies. The range of property types encountered is much broader than an appraiser would ever typically be exposed to in the regular course of preparing appraisals for clients, thereby providing him with knowledge and understanding of almost every type of property there is in Central Florida.

Jamee S. Barfield is the President of the Barfield Group and has over 30 years of specialization in multiple Eminent Domain disciplines that includes: appraisal, appraisal review, acquisition services, market data summaries/BPO's, engineering design support, right of way cost estimating, public project acquisition phase management, and litigation preparation and support of expert testimony.

Jamee Barfield is a Florida State Certified Real Estate Appraiser (No. RZ2264) and a licensed Florida Real Estate Agent (No. SL3357611). She has an Associates of Science Degree in Office Systems Technology, as well as an Associate's Degree in General Studies, both of which are from Valencia Community College in Orlando. She has

successfully completed numerous appraisal and specialty courses, appraised or reviewed a broad spectrum of property types for eminent domain acquisitions.

In 1992, she and two partners founded The Appraisal Group of Central Florida, and in 1999 she formed her own appraisal firm, Condemnation Appraisal Services, Inc. She joined Ed Barfield at Edwin R. Barfield, LLC, in 2012, and is President of the firm.

Resumes

Resumes for Edwin R. Barfield and Jamee S. Barfield are included in the following pages, detailing their individual qualifications, professional experience, licenses, education, and project history.

Qualifications of
Edwin R. Barfield, SR/WA
Property Acquisition Specialist

Right-of-Way Project Management • Acquisition • Public Relations
Right-of-Way / Engineering Design Coordination • Appraisal Review
Access Management Solutions • Appraisal • Litigation Support

Professional Experience

Real Estate Consultant specializing in public project acquisitions and eminent domain, 2007 to present. Over 38 years of experience in appraisal, appraisal review, negotiation, eminent domain, and project engineering design support has given Mr. Barfield a unique perspective into how to maintain the synergistic relationships between each of these disciplines. Services provided include: acquisition project management, resolution of acquisition issues during the design phase to reduce design, construction and acquisition costs; preparation of realistic acquisition cost estimates for reliable cost-benefit analysis by proper recognition of potential damages to affected properties and/or businesses; relocation plan needs assessment; Uniform Act compliant residential and business relocations; advanced and continuing coordination with stakeholders (property/business owners, city/City/utility representatives) affected by a public improvement project; acquisition negotiations and closings; preparation of well supported settlement justifications and pre-suit packages; appropriately and adequately supported narrative appraisals and appraisal reviews; expert testimony as required. Serve as a Value Adjustment Board Special Magistrate for Orange (2010 – 2020), Osceola (2012 – 2020) and Citrus Counties (2015 - 2018).

Special Projects Coordinator for the Florida Department of Transportation, District 5, from 2003 to 2007. Mr. Barfield assisted the Department and consultants on various project right-of-way issues. Duties included coordination with FDOT Project Managers and consultants to determine the right-of-way needs for all non-interstate and some interchange road improvement projects. Instrumental input into the identification and selection of retention pond sites, access

management, and other right-of-way acquisition matters in a manner that met the Department's needs while being the most effective in reducing costs and meeting project schedules. Conducted desk reviews of plans and proposed right-of-way acquisitions with design consultants. Proposed parcels for advanced acquisition in rapidly developing areas where the early acquisition would result in substantial cost savings to the Department and participated in the advanced acquisition of these parcels. Field inspected projects to determine appraisal problems, and reviewed right-of-way maps and construction plans to recommend changes that could reduce acquisition costs and eliminate or reduce potential severance or business damages. Coordinated with Right-of-Way Administration on all non-interstate and some interchange projects to assist and develop strategies for right of way acquisition. Advance coordination with local governments and property owners impacted by projects to resolve issues related to setbacks, variances and condemnation ordinances. Performed other related work as requested or required.

Senior Appraiser for the Florida Department of Transportation, District 5, from 1991 to 2003. Responsible for the preparation of appraisals for roadway improvement project parcel acquisitions. Reviewed appraisals prepared by staff and fee appraisers to assure compliance with USPAP and FHWA Regulations, FDOT Supplemental Standards and Procedures, and contract requirements. Attended court hearings, orders of takings and trials, provided expert appraisal support in preparation for litigation, and testified as an expert witness as requested by eminent domain counsel.

Staff Appraiser with Hastings & Associates Ltd., Inc., a real estate appraisal and consulting firm in Orlando, Florida, from 1987 to 1991. Specialized in the preparation of narrative appraisal reports for attorneys and condemning authorities in the Central Florida area.

Professional Affiliations

Florida State Certified General Real Estate Appraiser (No. RZ2594 – Issued 7/2002 - Exp. 11/2024)
Florida Real Estate Commission - Broker (No. BK0450961 – Issued 3/1991 - Exp. 3/2025)
International Right of Way Association - SR/WA Designation (No. 02676728)
Notary Public, State of Florida (No. 1324586)

Education

Graduate of the University of Florida, Gainesville, Florida, with a Bachelor of Science in Real Estate and Urban Economics, 1987.

Courses and Seminars

Society of Real Estate Appraisers:

Course 102	Applied Residential Property Valuation
Course 101	Introduction to Appraising Real Property

Appraisal Institute:

Course 1B-A	Capitalization Theory and Technique, Part A
Course 1B-B	Capitalization Theory and Technique, Part B
Course SPP-A	Standards of Professional Appraisal Practice, Part A
Course SPP-B	Standards of Professional Appraisal Practice, Part B
Course 4	Litigation Valuation

Seminar	Hotel/Motel Valuation and Investment
Seminar	Appraisal of Interim Use Properties
Seminar	Review Appraisal, Part B
Seminar	Appraisal Review
Course 550	Advanced Applications
Course 520	Highest and Best Use and Market Analysis
Course 530	Advanced Sales Comparison and Cost Approaches
Course 410	Standards of Professional Appraisal Practice
Seminar	Rates, Ratios, and Reasonableness
Course 540	Report Writing and Valuation Analysis
Course 420	Standards of Professional Appraisal Practice, Part B
Seminar	Florida Condemnation Valuation and Appraiser Liability
Seminar	Appraising Manufactured, Modular, & Mobile Housing
Course 710	Condemnation Appraising: Basic Principles and Applications
Course 720	Condemnation Appraising: Advanced Topics and Applications
Seminar	General Demonstration Report Writing
Course 430	Standards of Professional Practice, Part C
Seminar	Florida Core Law Update
Seminar	The Road Less Traveled: Special Purpose Properties
Seminar	Residential Site Valuation and Cost Approach
Seminar	Case Studies in Commercial Highest & Best Use
Seminar	Business Practices and Ethics
Seminar	Appraising the Appraisal
Seminar	That's Logistics: The Valuation of Warehouses

International Right of Way Association:

Course 901	Engineering Plan Development and Application
Course 401	The Appraisal of Partial Acquisitions
Course 101A	Principles of Real Estate Appraisal
Course 101E	Principles of Real Estate Engineering
Course 101L	Principles of Real Estate Law
Course 101N	Principles of Real Estate Negotiation
Course 802	Legal Aspects of Easements
Course 403	Easement Valuation
Course 407	Valuation of Contaminated Properties
Course 803	Eminent Domain Law Basics for R/W Professionals
Course 301	Leadership Skills for Right of Way and Real Property
Course 500	Uniform Relocation Assistance Act - Executive Summary
Course 104	Standards of Practice for the Right of Way Professional
Course 202	Interpersonal Relations in Real Estate
Course 201	Communications in Real Estate Acquisition
Course 214	Skills of Expert Testimony
Course 603	Understanding Environmental Contamination in Real Estate
Course 500	Uniform Relocation Assistance Act - Executive Summary
Course 502	Business Relocation
Course 140	Principles of Wireless Site Development

Seminar	Comprehensive SR/WA Study/Review Session & Exam
Conference	Valuation/Estimating/Construction Plans
Conference	Utilities/Right of Way Projects
Course 303	Managing the Consultant Process
Course 103	Ethics and the Right of Way Profession
Course 105	The Uniform Act Executive Summary
Course 903	Underground Infrastructure Panorama
Course 104	Standards of Practice for the Right of Way Professional
Course 701	Property Asset Management and Leasing
Course 304	When Public Agencies Collide
Course 801	United States Land Titles
Course 205	Bargaining Negotiations
Symposium	Transportation, Environment & Conservation in Florida
Webinar	The Pre-Condemnation Process: Pointers & Perspectives
Webinar	Construction Plans Made Easy and Surveying Technology for R/W
Course 218	Right of Way Acquisition for Electrical Transmission Projects
Webinar	Asset Management
Webinar	Temporary Possessions/Occupations for Infrastructure Projects
Course 102	Elevating Your Ethical Awareness
Course 411	Appraisal Concepts for the Negotiator

American Society of Appraisers:

Course MTS201	Introduction to Machinery & Technical Specialties Valuation
Course MTS202	Machinery & Technical Specialties Valuation Methodology

Other Courses & Seminars:

The Time Value of Money - Dave Smith's HP-12C Cash Flow Seminar
Expert Witness Seminar - FDOT
Appraisal and Review for Federal Aid Highway Projects - FHWA
Appraisal and Review for Federal Aid Highway Projects - FHWA
Advanced Real Estate Investment Analysis - Bert Rodgers 30-Hour Post Licensing Course for Florida Real Estate Brokers
Real Estate Brokerage Management - Bert Rodgers 30-Hour Post Licensing Course for Florida Real Estate Brokers
F.R.E.C. AB-II Appraisal Certification Course
Basic Metric Seminar - Daytona Beach Community College
Electronic Property Data and Maps Seminar - Experian
Commercial Cost Estimating Seminar - Marshall & Swift
Appraisal Practices for Valuation of the Commercial/Retail Site and Its Signage – The Signage Foundation
Uniform Standards of Professional Practice - Professionals Development Source, Course A200
Reviewing the Narrative Appraisal - Professionals Development Source, Course A215
Going to Trial Expert Witness for Appraisers - Professionals Development Source, Course A208
Uniform Standards of Professional Appraisal Practice/Law Update
Basic Internet - Stetson University
Basic Word - Stetson University

Business Damage Presentations - FDOT
Appraisal Review Part B - FDOT
Real Estate Education Specialists State Exam Prep Course
National Highway Institute Course 141035 - Eminent Domain Training For Attorneys & Appraisers
Karrass Negotiations Course
Access Management Resource Manual Training Course
Quality/Level of Service Training
How to Handle People with Tact and Skill
Right of Way Considerations for Designers
Introduction to Access Management
Median Handbook Overview
Project Management Concepts and Principles, Partnering/Teambuilding Workshop, Quality Assurance/Quality Control, and Ethics
Work Program Administration, Consultant Procedures, Negotiation, Documentation, Contract Funds Approval & Encumbrances, and Invoice Processing PD&E Process (Preliminary Engineering Report, Project Management, Life Cycle Cost Analysis, Class of Action Determination, Required Coordination, Required Level of Analysis, Value Engineering, Scheduling, Quality Control, Public Involvement, Re-evaluations) and Major Environmental Concerns
National Highway Institute Advanced Relocation Course
FDOT Design Update Training
FDOT Supervisors Academy
Public Speaking: Stand and Deliver
Floodplain Development Training
Advanced Appraisal Review
National USPAP Update Course
FICE Design Conference
Leadership Series - *7 Habits of Highly Effective People*
National USPAP Update Course (7-hour)
Leadership Series - *7 Habits of Highly Effective People*
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
FDOT Management Academy
Media Relations (FDOT)
Managing Multiple Priorities Seminar
Access Management for Corridors
ADA for Roadway Design
Introduction to Teamwork
Effective Leadership Skills
Real Estate Transactions Made Painless and Efficient
Advanced Appraisal Review
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
Supervisor and Trainee Appraiser Rules and Roles
Florida Core Law Update (3-hour)

Common Errors and Issues in Appraising
Appraisal Project Management
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
Appraisal Review of Residential Properties
Green in Residences and Appraisal
Methodology and Application of Sales Comparison Approach
National USPAP Update Course (7-hour)
Appraisal Review "B"
Florida Core Law Update (3-hour)
How to Appraise a Business
Florida Broker Continuing Education (14-hour)
Commercial Land Valuation
The Fundamentals of Appraiser Luxury Homes
Introduction to Expert Witness Testimony for Appraisers

FDOT Certified Instructor: Fundamentals of Maps and Plans Reading Course (2001-2008)

Property types appraised and reviewed include:

Retail	Residential subdivision	Vacant industrial
Office	Vacant single-family residential	Improved industrial
Restaurant	Single-family residence	Partial interest
Office Condo	Multi-family residential	Mobile-Home Park
Convenience/gas station	Vacant multi-family residential	Agricultural
Vacant commercial/office	Interim use	Church

JAMEE S. BARFIELD
QUALIFICATIONS

Professional Experience

President of the Barfield Group (a/k/a Edwin R. Barfield LLC since 2007), which specializes in multiple Eminent Domain disciplines that includes: appraisal, appraisal review, acquisitions, engineering design support, right-of-way cost estimating, public project acquisition phase management, litigation preparation and support, expert testimony - June 2012 to present.

Real Estate Appraiser sub-consultant specializing in eminent domain appraisal and consulting - January 2004 to May 2012.

Owner of Condemnation Appraisal Services, Inc., specializing in eminent domain appraisal - March 1999 to January 2004.

Real Estate Appraiser sub-consultant specializing in eminent domain appraisal - October 1996 to March 1999.

Co-founder of the Appraisal Group of Central Florida, Inc., and staff appraiser, specializing in eminent domain, appraisal and real estate consulting - March 1992 to September 1996.

Professional Licenses

Florida State-Certified General Appraiser #RZ2264
Florida Real Estate Sales Associate #SL3357611

Education

Graduated from Middle Township High School, Cape May Court House, New Jersey (1986)
Associates in Science Degree, Office Systems Technology, Valencia Community College (1992)
Associates Degree in General Studies Valencia Community College (2010)

Appraisal Institute Courses

110 Appraisal Principles
310 Basic Income Capitalization Theory
520 Advanced Income Capitalization Theory

Specialty Courses

Appraisal Board I - 75 hours to be qualified as a Registered Real Estate Appraiser ▪ Appraisal Board II - 30 hours to be qualified as a State Certified General Appraiser ▪ USPAP Core Law Update - 7 hours ▪ 30-hour Appraiser Continuing Education ▪ Using GIS, Graphics, FTP and Other Software ▪ Florida Real Estate License Law ▪ Real Estate, Mortgages and the Law ▪ Real Estate Subdivision Analysis ▪ Sales Comparison Approach - General Applications ▪ Communicating the Appraisal ▪ Neighborhood Analysis ▪ Appraisal Principles ▪ Roles & Rules of Supervisors & Trainees ▪ Manufactured Housing ▪ Fannie Mae Forms ▪ Green in Residences and Appraisals ▪ Appraisal

Review of Residential Properties ▪ How to Appraise a Business ▪ Sales Associate Pre-License Course

Property Types Appraised

Residential -	Single family, planned developments (multi-family and single family), bulk and individual lots.
Commercial -	Vacant land, retail stores, strip centers, restaurants, and offices.
Industrial -	Light manufacturing, warehouses (distribution, etc.) and vacant land.
Agricultural -	Citrus groves, pine tree farms, environmentally sensitive wetlands, pasture and vacant land.
Condemnation -	Whole takings, strip takings, partial takings with damages, easement takings and special studies to include severance analyses and various influences on subject properties.

Public Projects Experience:

Florida Turnpike Enterprise[x]; Seminole City[*^x]; Sumter City[*x]; Lake City[^]; City of Mount Dora[*†x]; Town of Oakland[*x]; City of Casselberry[*^]; City of Orlando[*^]; City of Kissimmee[*^x]; City of Daytona Beach[x]; City of Deltona[*x]; Osceola City Expressway Authority[x]; FDOT District 3[x]; Orange City[*^x]; Sanford Airport Authority[x]; City of Maitland[*x]; Central Florida Expressway Authority[x]

* Denotes R/W Design Support and R/W Acquisition Projects ^ Denotes LAP Projects x Denotes R/W Cost Estimates, Appraisal and/or APE Professional Services

Type of Projects:

Utility; Sidewalk; Trail; Abandoned R.R. R/W; Roadway; Encroachment; Billboard; Streetscape; Surplus Property; PD&E; Design; Landslide; Feasibility; Mitigation; Drainage; Airport; Safety; Quiet Title; Parking; CRA; Construction Access; Tortoise Relocation; Sinkhole Repair; Bridge.

Range of services provided on the above projects

Appraisal and appraisal review; right-of-way acquisition cost estimates; acquisition impacts and issue resolution during design; LAP compliant acquisitions by donation and purchase; acquisition/appraisal coordination support and R/W project management.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE CORPORATION HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

EDWIN R BARFIELD LLC
BARFIELD GROUP
3165 MCCRORY PLACE SUITE 172
ORLANDO FL 32803

LICENSE NUMBER: CQ1038147
EXPIRATION DATE: MARCH 31, 2028
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/30/2025

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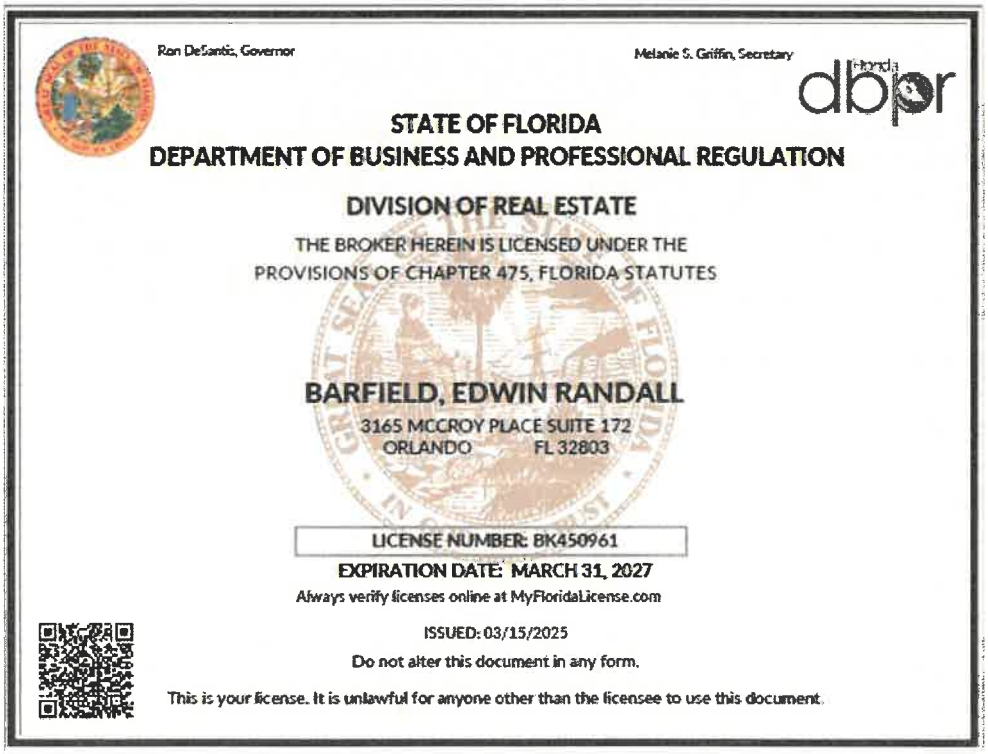

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE BROKER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BARFIELD, EDWIN RANDALL
3165 MCCROY PLACE SUITE 172
ORLANDO FL 32803

LICENSE NUMBER: BK450961
EXPIRATION DATE: MARCH 31, 2027
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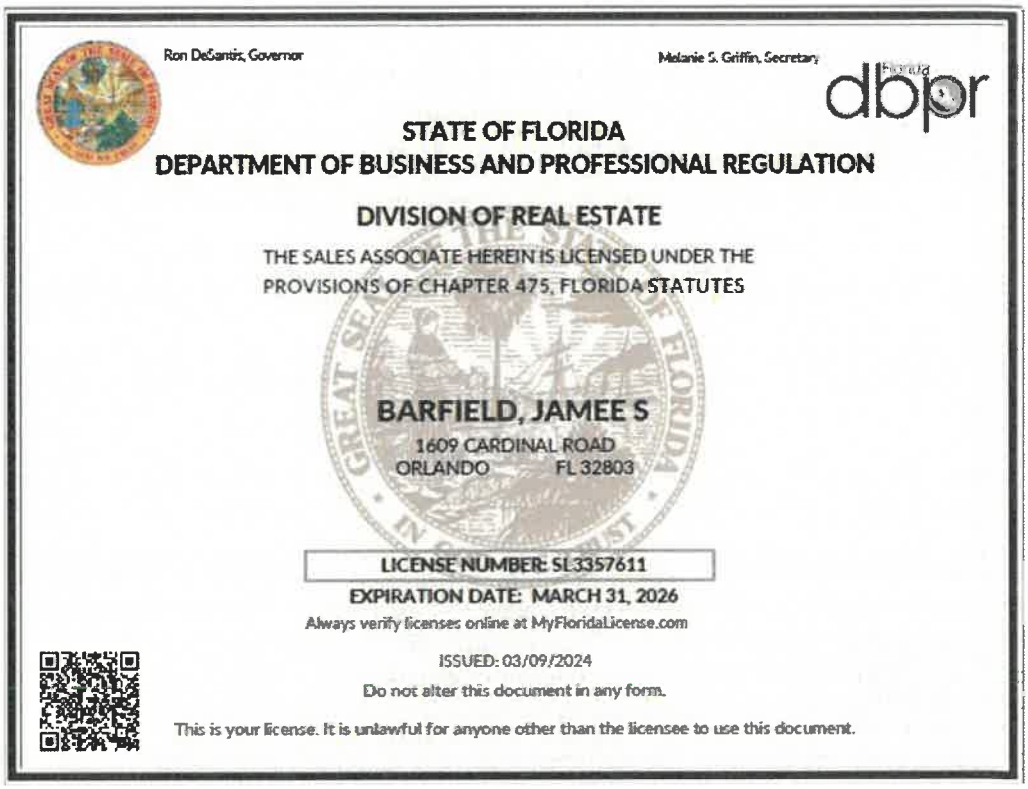

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE SALES ASSOCIATE HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BARFIELD, JAMEE S
1609 CARDINAL ROAD
ORLANDO FL 32803

LICENSE NUMBER: SL3357611
EXPIRATION DATE: MARCH 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/09/2024

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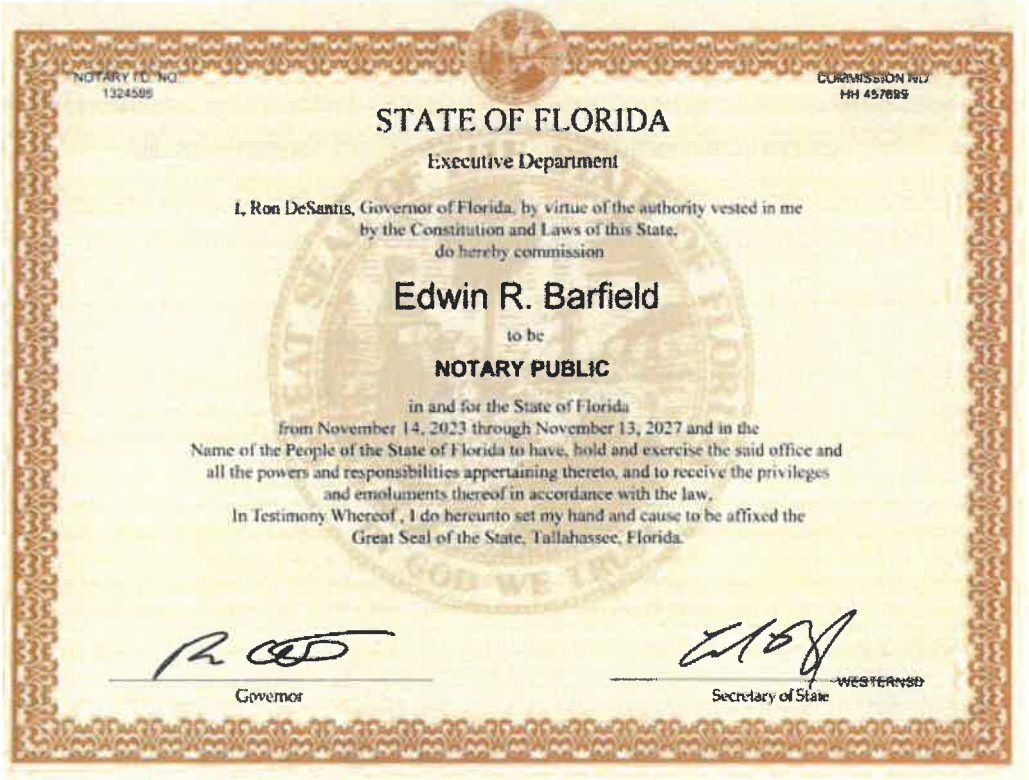


NOTARY ID NO. 1324589

COMMISSION NO. HH 457889

STATE OF FLORIDA

Executive Department

I, Ron DeSantis, Governor of Florida, by virtue of the authority vested in me by the Constitution and Laws of this State, do hereby commission

Edwin R. Barfield

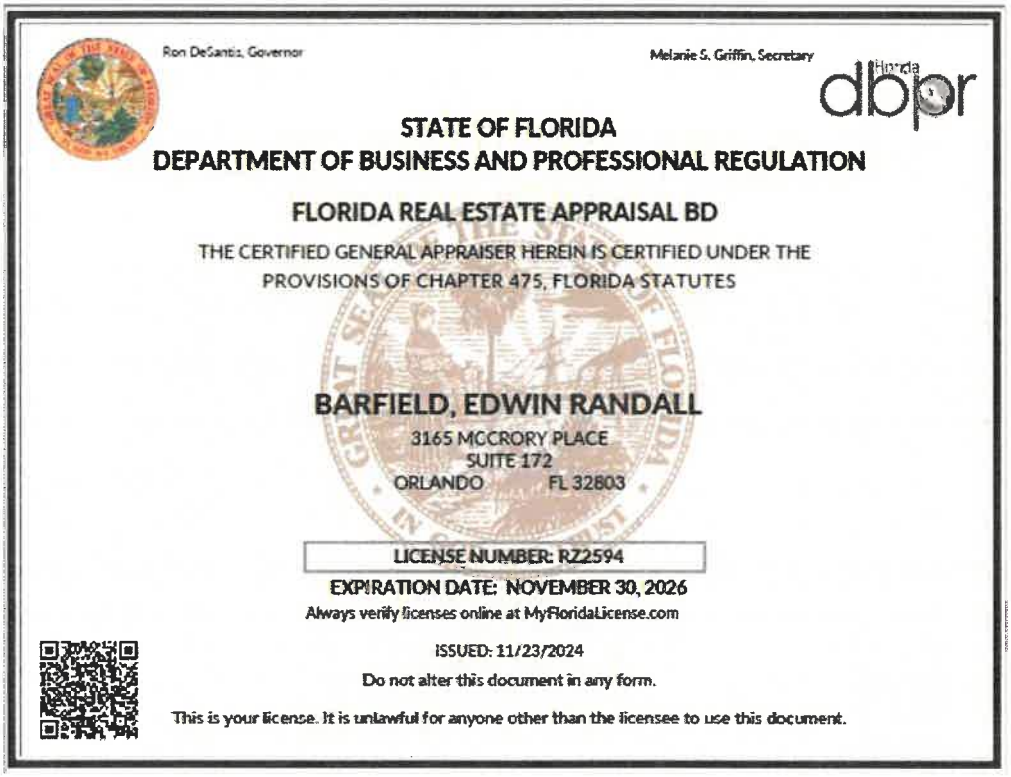
to be

NOTARY PUBLIC

in and for the State of Florida from November 14, 2023 through November 13, 2027 and in the Name of the People of the State of Florida to have, hold and exercise the said office and all the powers and responsibilities appertaining thereto, and to receive the privileges and emoluments thereof in accordance with the law.
In Testimony Whereof, I do hereunto set my hand and cause to be affixed the Great Seal of the State, Tallahassee, Florida.

Governor

Secretary of State WESTERN SD



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BARFIELD, EDWIN RANDALL
3165 MCCRORY PLACE
SUITE 172
ORLANDO FL 32803

LICENSE NUMBER: RZ2594
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/23/2024

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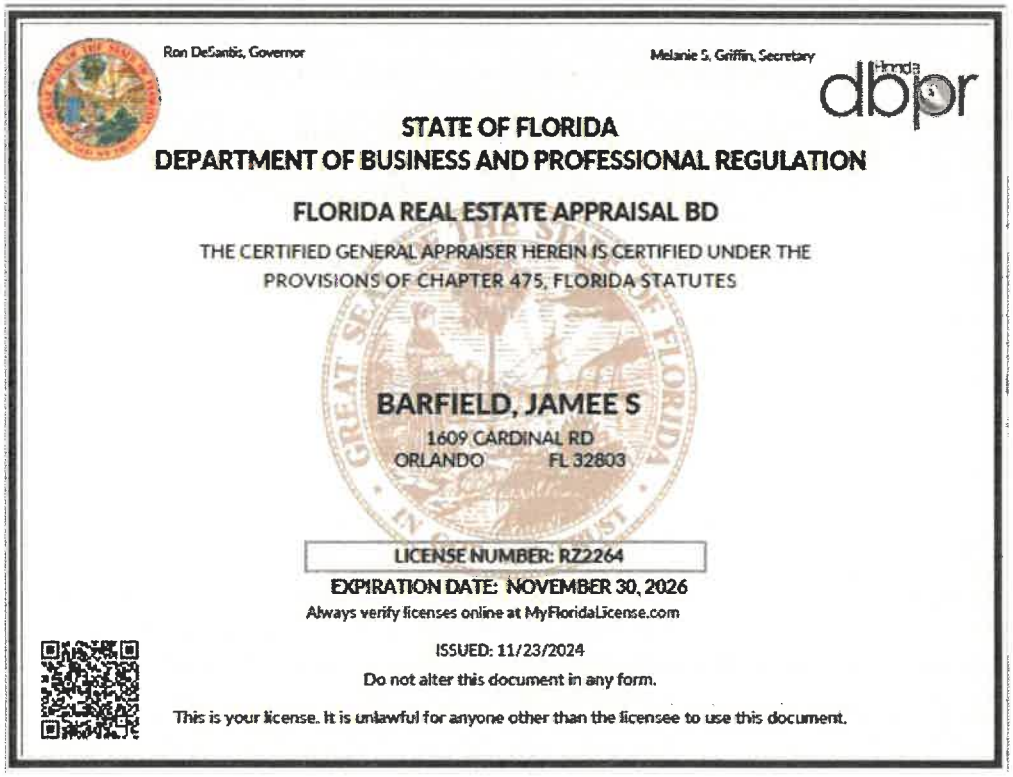

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BARFIELD, JAMEE S
1609 CARDINAL RD
ORLANDO FL 32803

LICENSE NUMBER: RZ2264
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/23/2024

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Professional Organizations

Edwin R. Barfield is a member of the International Right of Way Association and has held the SR/WA Designation since 2007. An SR/WA is a Senior Member in the International Right of Way Association and is the most prestigious professional designation granted by IRWA to members who have achieved professional status through experience, education and examination. The SR/WA designation requires training and examination in several major right of way disciplines. The SR/WA designation says, "I have more than five years of right of way experience, plus I have had formal training in a wide variety of right of way areas." The SR/WA professional may be a specialist in one area such as acquisition, relocation or law, but also must be familiar with the other disciplines associated with the right-of-way profession. The SR/WA designation is the only designation reflecting evidence of professional attainment in the right of way field.

The International Right of Way Association

acknowledges that

Edwin R. Barfield, SR/WA

has qualified as

Senior Right of Way Professional

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SR/WA Number: 5544

Designated: 08/01/2007

Recertification Due: 08/01/2027

Fred Eason, SR/WA, R/W-AMC
International President

IRWA
BUILDING A BETTER WORLD TOGETHER

Elizabeth Smith, SR/WA
Vice Chair, International Professional Education Committee

TAB D

FINANCIAL STABILITY / LITIGATION AND DEBARMENT HISTORY

Summary of Litigation

There have been no litigation cases filed, pending, or resolved ever or during the last five years prior to the solicitation response due date, against or by the respondent, Edwin R. Barfield, LLC. Edwin R. Barfield, LLC, does not have a separate company or a subsidiary, and there is no organization that preceded the establishment of Edwin R. Barfield, LLC.

License Sanctions

There have been no regulatory or license agency sanctions against the proposer, Edwin R. Barfield, LLC, or its principals, Edwin R. Barfield and Jamee S. Barfield, ever or within the past 5 years.

Contract Terminations

Edwin R. Barfield, LLC, has never had a contract awarded by another government agency terminated for default or convenience.

Subconsultants

Any subconsultant that may be required for a project assignment will be submitted to the City of Port Orange for written approval prior to Edwin R. Barfield, LLC, entering into an agreement with a subconsultant. Edwin R. Barfield, LLC, will be fully responsible for coordinating the services of any subconsultant's services and work product, including by not limited to professional quality, technical accuracy and services furnished by a subconsultant.

Insurance Requirements

Edwin R. Barfield, LLC, has the insurance at the limits specified in the RFSQ and as statutorily required. If awarded the contract the certificates of insurance to be provided will be endorsed to include the City of Port Orange as an additional insured. Each subcontractor that may be utilized on a specific project assignment will provide proof of insurance by submitting a certificate of insurance indicating Edwin R. Barfield, LLC, as the insured for workers' compensation statutory limits coverage, as statutorily required.

Statement of Existing Relationships Effect on Our Ability to Provide the Requested Services

The Barfield Group does not have any existing relationships that might affect negatively our ability to perform services that may be requested by the City of Port Orange. We do have an established relationship with Hale Surrat Engineers, LLC (HSE), which will allow us to work seamlessly with HSE on any of their City of Port Orange projects for which our services may be required.

Financial Stability and Litigation Statement

Edwin R. Barfield, LLC is prequalified with the FDOT for Right of Way Acquisition and Management. Under our certification, no financial information is required to be provided as our firm only pursues projects where the total fee is less than $500,000.

Edwin R. Barfield, LLC, d/b/a Barfield Group, does not currently have a financial statement or a certified audit. During our 18 years in business, this has not been requested or required by any of our public agency clients. In lieu of a certified audit, we provide the following statement of our financial stability that has sufficed for all our prior and current government agency clients:

I, Edwin R. Barfield, as Managing Member of Edwin R. Barfield, LLC, certify that our firm is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City of Port Orange.

Edwin R. Barfield, LLC, nor any of its principals, have been involved in any lawsuits relative to company contracts or other company business nor have we failed to complete any work in accordance with any contracts within the last five (5) years.

Dunn and Bradstreet Number for Edwin R. Barfield, LLC

840561117

TAB E

REFERENCES

(See Tab A - Form 9.7)

City of Port Orange

Citywide Right-of-Way Consulting Services

RFSQ #25-24

Statement of Qualifications (Original)

SUBMITTED TO:

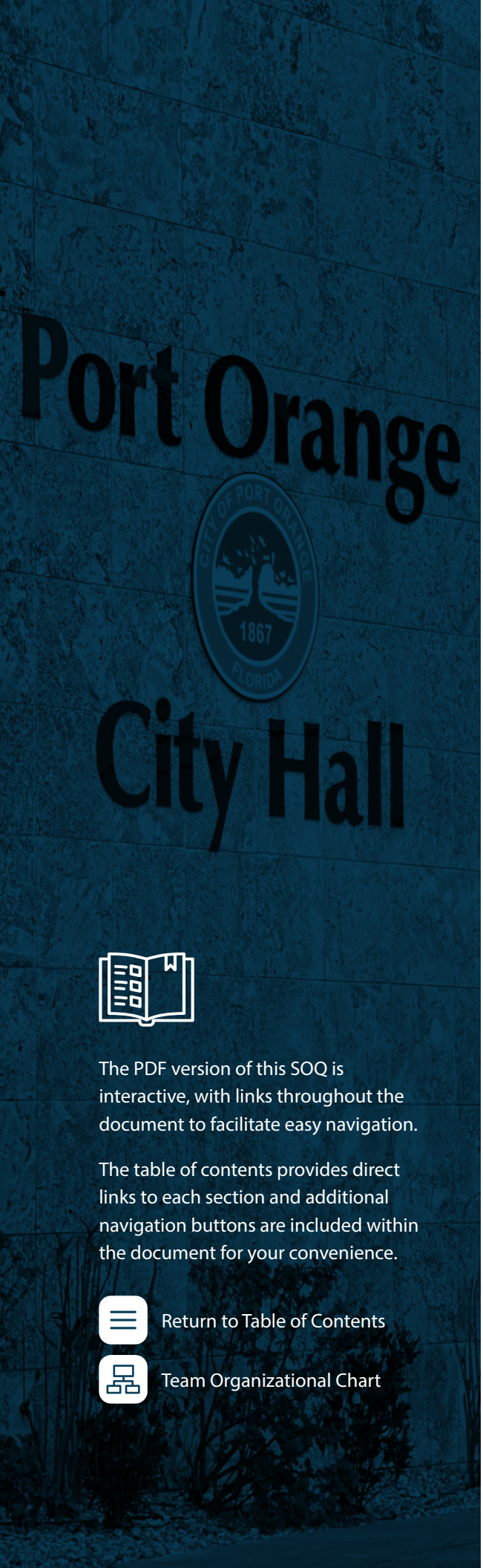
Jill Poolman
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
P: 386.506.5718
E: jpoolman@port-orange.org

SUBMITTED BY:

Katie Hudson, SR/WA
Principal - VP - Right of Way & Land Services
Bowman Consulting Group Ltd.
4450 W Eau Gallie Blvd, Suite 144
Melbourne, FL 32934
P: 804.592.7381
E: khudson@bowman.com
bowman.com

Bowman

January 23, 2026



Bowman

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A	Required Documents
B	Company Profile
C	Qualifications of Personnel, Professional License & Certification of Personnel
D	Financial Stability / Litigation & Debarment History
E	References

The PDF version of this SOQ is interactive, with links throughout the document to facilitate easy navigation.

The table of contents provides direct links to each section and additional navigation buttons are included within the document for your convenience.

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Team Organizational Chart

Statement of Interest

January 23, 2026

Jill Poolman
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: RFSQ #25-24 Citywide Right-of-Way Consulting Services

Dear Jill:

Bowman Consulting Group, Ltd. (Bowman) is pleased to submit our Statement of Qualifications to provide Citywide Right-of-Way Consulting Services for the City of Port Orange.

Bowman has an established and proven history supporting municipalities, counties, state agencies, and transportation authorities with comprehensive right of way and real estate services. Our experience spans the full lifecycle of right of way programs, including property research, mapping, acquisition support, coordination with design and construction teams, and compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and FDOT requirements. All services outlined in the City's Scope of Services are routinely performed by **Bowman for public-sector clients throughout Florida.**

Bowman's right of way services are delivered organically within our firm, integrating surveying, mapping, GIS, engineering coordination and acquisition support under a single organizational structure. This integrated approach enhances efficiency, improves coordination across disciplines, and allows us to respond quickly to changing project needs while maintaining cost control and regulatory compliance.

Our approach emphasizes partnership and stewardship of public resources. We seek first to understand the City's objectives, constraints, and stakeholder considerations, then apply our technical expertise and local experience to proactively support project delivery. This philosophy allows us to identify risks early, minimize delays, and support successful outcomes for both the City and affected property owners.

The enclosed qualifications demonstrate Bowman's capability, experience, and commitment to supporting the City of Port Orange's right of way needs in a timely, professional and compliant manner.

Per the RFSQ, Bowman also submitted an enclosed the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

Sincerely,

Katie Hudson, SR/WA
Vice President - Right of Way and Land Services
Bowman Consulting Group Ltd. (Bowman)
P: 804.592.7381
E: khudson@bowman.com

Bowman

SECTION A

Required Documents

SECTION B
COMPANY PROFILE

SECTION C
QUALIFICATIONS OF PERSONNEL, PROFESSIONAL LICENSE & CERTIFICATION OF PERSONNEL

SECTION D
FINANCIAL STABILITY / LITIGATION & DEBARMENT HISTORY

SECTION E
REFERENCES

Port Orange
CITY OF PORT ORANGE
1867
FLORIDA
City Hall

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

X Form 9.2 – Respondents Acknowledgement
X Form 9.3 – Addendum and Change Order Procedure Acknowledgement
X Form 9.4 – Public Entity Crimes Statement
X Form 9.5 – Anti-Collusion Form
X Form 9.6 – Statement of Respondent's Qualifications
X Form 9.7 – Professional References for Previous Experience
X Form 9.8 – Authorized Signatures/Negotiators
X Form 9.9 – Scrutinized Companies Certification
X Form 9.10 – E-Verify Affidavit
X Form 9.11 – Affidavit of Compliance With F.S. 287.138
N/A Form 9.12 – Non-Disclosure Agreement for Confidential Materiel
N/A Exhibit "A" – Description of Confidential Material
N/A Form 9.13 – No Submittal Statement Form
X LAP Federal Terms for Professional Services Contracts
X Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X Certification For Disclosure of Lobbying Activities on Federal-Aid Contracts
X Disclosure of Lobbying Activities
X Truth In Negotiation Certification
X Conflict of Interest/Confidentiality Certification for Consultant/Contractor/Technical Advisors
X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".
X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Bowman Consulting Group Ltd.
Name of Business

Authorized Signature

1/20/26
Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Bowman Consulting Group Ltd.	4450 W Eau Gallie Blvd, Suite 144
Name of Business	Mailing Address
	Melbourne, FL 32934
Authorized Signature	City, State & Zip Code
Katie Hudson, Principal	804.592.7381
Printed Name and Title	Telephone Number
54-1762351	khudson@bowman.com
Federal Identification No.	E-mail Address

STATE OF: Florida COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 20 day of January, 2026, by Kaitlynn Hudson (Katie) and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRENNA LOWE
MY COMMISSION EXPIRES APR 20, 2027
#HH389406
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 1/16/26 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Bowman Consulting Group Ltd.
Name of Business

Authorized Signature

Katie Hudson, Principal
Printed Name and Title

STATE OF: Florida COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of January, 2026, by Kaitlyn (Katie) Hudson and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRENNA LOWE
MY COMMISSION EXPIRES APR 20, 2027
#HH389406
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

This document must be completed and returned with your Submittal

FORM 9.4 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Katie Hudson, who, being by me first duly sworn, made the following statement:

1. The business address of 4450 W Eau Gallie Blvd., Suite 144, Melbourne, FL 32934 (name of Respondent or business) is _____.
2. My relationship to Katie Hudson (name of Offeror or business) is Principal (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Bowman Consulting Group Ltd.
Name of Business

Authorized Signature

Katie Hudson, Principal
Printed Name and Title

STATE OF: Florida

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of January, 2026, by Kaitlynn (Katie) Hudson and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRENNA LOWE
MY COMMISSION EXPIRES APR 20, 2027
#HH389406
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

This document must be completed and returned with your Submittal

FORM 9.5 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Bowman Consulting Group Ltd.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Katie Hudson

TITLE: Principal

ADDRESS: 4450 W. Eau Gallie Blvd, Suite 144

CITY, STATE AND ZIP CODE: Melbourne, FL 32934

TELEPHONE: 804.592.7381 FAX: N/A

F.E.I.N.: 54-1762351

NO statement may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.6 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.6 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Bowman Consulting Group Ltd.

B. Permanent main office address: 4450 W Eau Gallie Blvd, Suite 144, Melbourne, FL 32934

C. Date organized: 1995

D. If a corporation, where incorporated: Delaware

E. How many years have you been engaged in the business under your present firm or trade name? 30

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Multidisciplinary consulting services

H. Have you ever failed to complete any work awarded to you? If so, where and why? N/A

I. Have you ever defaulted on a contract? If so, where and why? N/A

J. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ For financial information: https://investors.bowman.com/overview/default.aspx

M. Give bank name, contact name and phone number: Bank of America, Christin Kimble, 888.715.1000 ext. 24194

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Bowman Consulting Group Ltd.
Name of Business

Authorized Signature

Katie Hudson, Principal
Printed Name and Title

STATE OF: Florida

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 26 day of January, 2026, by Kathryn (Katie) Hudson and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRENNA LOWE
MY COMMISSION EXPIRES APR 20, 2027
#HH389406
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

This document must be completed and returned with your Submittal

FORM 9.6 - F. CONTRACTS ON HAND:

Bowman holds continuing contracts and as-needed contracts with multiple state and municipal clients. Below is a partial list of our current contracts. If there are additional questions regarding our larger-scale contracts. Please contact our Principal - VP - Right of Way & Land Services, Katie Hudson.

CURRENT CONTRACTS ON HAND (PARTIAL LIST)		
PROJECT	**AMOUNT**	**ANTICIPATED DATE OF COMPLETION**
Florida Power & Light (FPL) Storm Secure Undergrounding Program - Statewide, FL	$9M (annually)	01/2019 - Ongoing
Florida Public Utilities Commission - Various Locations, FL	$50,000 (annually)	08/2023 - Ongoing
Right of Way Acquisition, Property Management and Platting - Marion County, FL	<$25,000 (annually)	03/2025 - Ongoing
Farmwell Road - Loudon County, VA	$207,000	06/2024 - Ongoing
BRT - MD Veirs Mill Road - Montgomery County, MD	$45,000	02/2025 - Ongoing
City of Falls Church Multimodal Improvements - City of Falls Church, VA	$5.7M	2024 - Ongoing

FORM 9.6 - J. EQUIPMENT LIST:

For Bowman, safety is our first priority, therefore, we will fully comply with the established project specific safety plan for our employees working on projects. We have an in-house safety manager (Earl Bennett), who has worked in engineering and construction and is dedicated to the Health, Safety and Environment (HSE) industry.

We inventory all personnel and vehicle safety equipment and use our Job Safety Analysis (JSA) forms to assess and eliminate, to the best of our ability, all job hazards. All members of our field staff are certified in First Aid and CPR and have received OSHA 10 Hour Safety Training and FDOT MOT Intermediate Certification.

The Bowman team realizes that it is much more important to be proactive in the approach to safety as opposed to being reactive after an incident. The Experience Modification Rate (EMR) is an industry safety rating that gauges both past cost of injuries and future chances of risk. A company with an EMR below 1.00 is considered to have a very good safety record. Bowman's EMR ratings illustrate positive results from the continued focus of our safety program efforts.

EMR Ratings

Year	EMR
2024	0.62
2023	0.69
2022	0.68
2021	0.75
2020	0.68
2019	0.71
2018	0.81

Program Features

- Bowman Annual Safety Training
- Weekly Documented Safety Meetings
- Daily Job Safety Analysis (JSA)
- OSHA record keeping
- Field safety audits
- Drug and Alcohol policy
- OSHA 10 & 30 Certifications

FORM 9.6 - K. BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS

BOARD OF DIRECTORS	
Chairman	Gary P. Bowman
Director	James P. Laurito
Director	Patricia Mulroy
Director	Stephen A. Riddick
Director	Raymond Vicks, Jr.
Director	Virginia Grebbien

OFFICERS	
Chief Executive Officer	Gary P. Bowman
Chief Operating Officer, Executive Vice President	Daniel G. Swayze
Chief Legal Officer, Secretary, Executive Vice President	Robert A. Hickey
Chief Financial Officer, Treasurer, Executive Vice President	Bruce J. Labovitz
Chief Information Officer, Chief Information Security Officer, Executive Vice President	Matthew J. Mullenix
Chief Learning Officer, Executive Vice President	Patricia A. Hollar
Chief Revenue Officer, Executive Vice President	Jesse D. Goldfarb
Executive Vice President	M. Scott Delgado
Executive Vice President	Spencer M. Francis
Executive Vice President	Bruce P. Larson
Principal, Assistant Secretary	Kathryn J. Williams

GARY BOWMAN

Founder and Chief Executive Officer

Gary Bowman founded Bowman in 1995. He has personally guided the company's national expansion through his oversight of strategy, acquisitions and operational execution. Gary served as president, CEO and Chairman since the company's founding. He resigned as Chair in May 2025. He has been a registered professional engineer for over 40 years.

BRUCE LABOVITZ

Chief Financial Officer

Bruce Labovitz has over 25 years of experience in financial management and strategy. As chief financial officer, Bruce oversees accounting, financial reporting, financing, treasury, tax, corporate assets and investor relations. Bruce has worked in a variety of industries for both private and public companies. As CFO of Comstock Homebuilding Companies, he led the company through a successful IPO, managed its transition from private to public and oversaw multiple subsequent capital markets, debt and M&A transactions.

FORM 9.6 - K. BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS *(continues)*

DANIEL SWAYZE

Chief Operating Officer

Daniel Swayze, a licensed professional engineer with more than 16 years of operational management experience, joined Bowman in 2022 as executive vice president of energy services. He has since advanced to division manager, overseeing the company's transportation, MEP and renewables practice. Previously, he was the chief operating officer at Onyx Renewables Partners L.P., where he managed engineering, procurement, construction and asset management divisions. As chief operating officer at Bowman, Dan will be responsible for the oversight of all professional services operations.

ROBERT HICKEY

Chief Legal Officer

Robert Hickey has served as the company's general counsel and corporate secretary since 2012 after spending 20 years in the private practice of corporate and real estate law. In his role as GC, he oversees legal affair and risk management in addition to implementing the legal aspects of our acquisitions initiatives.

PATRICIA HOLLAR

Chief People Officer

Patricia Hollar is Seasoned Human Capital Executive with the experience working with Start-Ups to Fortune 500 firms spanning technology, telecommunications and business consulting. In her current position, overseeing the company's HR and development functions, she has developed and delivered programs such as leadership coaching, team enhancement and career planning. Trish was recognized as the 2005 professional excellence award winner of the HR Leadership Awards of Greater Washington.

MATT MULLENIX

Executive Vice President, Chief Information Officer and Chief Information Security Officer

Matt Mullenix joined Bowman in 2022 as the company's executive vice president, chief information officer (CIO) and chief information security officer (CISO). He brings over 20 years of leadership experience in the IT industry, including executive positions at publicly traded companies and roles as a United States Department of Defense IT contractor. As CIO and CISO, Matt oversees the people, processes and technologies within Bowman's IT operations to ensure technology initiatives support the company's business goals, while also leading the information security program to protect the company's systems and assets.

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: PLEASE REFER TO OUR REFERENCES PAGE IN SECTION E OF THE SOQ

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

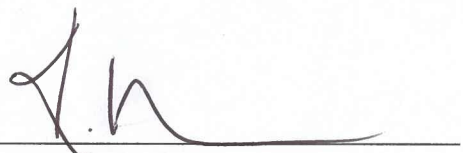
   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 9.8 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Katie Hudson, SR/WA	Principal	804.592.7381



Authorized Signature

Katie Hudson, Principal

Print Name of Authorized Signature

This document must be completed and returned with your Submittal

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Katie Hudson, Principal, on behalf
(Print Name and Title)

of Bowman Consulting Group Ltd. ("Company"), certify that Bowman Consulting Group Ltd.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Bowman Consulting Group Ltd.	
COMPANY NAME	SIGNATURE
Katie Hudson	Principal
PRINT NAME	TITLE
STATE OF FLORIDA	COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of January, 2026, by Kaitlynn (Katie) Hudson and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRENNA LOWE
MY COMMISSION EXPIRES APR 20, 2027
#HH389406
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

This document to be completed and returned with your Submittal

FORM 9.10 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Citywide Right-of-Way Consulting Services

Solicitation Number: RFSQ #25-24

I, the undersigned hereby certify that Bowman Consulting Group Ltd. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Bowman Consulting Group Ltd. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Katie Hudson, Principal
Print or Type Name, Title

Signature of Affiant

54-1762351
Federal Employer ID Number (FEIN)

1682950
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of January, 2026, by Kaitlynn (Katie) Hudson and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRENNA LOWE
MY COMMISSION EXPIRES APR 20, 2027
#HH389406
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

This document to be completed and returned with your Submittal

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1682950

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and Bowman (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending

work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

    a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

   a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

   b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires

of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site www.E-Verify.gov and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect

system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/ mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect

the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services Employer,

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Bowman	
Name (Please Type or Print) Joan Banikas	Title
Signature Electronically Signed	Date 05/06/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/06/2021

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1682950

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bowman
Company Facility Address	12355 Sunrise Valley Drive Suite 520 Reston, VA 20191
Company Alternate Address	
County or Parish	FAIRFAX
Employer Identification Number	541762351
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	74 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1682950

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AZ	5
CA	3
CO	3
CT	1
DC	1
FL	14
GA	3
IL	2
KY	1
MA	3
MD	3
NC	2
NJ	3
NY	1
OH	1
PA	8
RI	1
SC	2
TX	8
VA	9

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1682950

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Joan Lehto
Phone Number	70346410001217
Fax	
Email	jlehto@bowman.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1682950

This list represents the first 20 Program Administrators listed for this company.

FORM 9.11 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Principal (Title) of Bowman Consulting Group Ltd. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: January 20, 20 26 Signed: _____

Entity: Bowman Consulting Group Ltd. Name: Katie Hudson

Title: Principal

STATE OF: Florida COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of January, 2026, by Kathlynn (Katie) Hudson and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

BRENNA LOWE
MY COMMISSION EXPIRES APR 20, 2027
#HH389406
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: April 20, 2027

This document must be completed and returned with your Submittal

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> "The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Bowman Consulting Group Ltd.

By: Katie Hudson

Date: 1/20/20

Title: Principal

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
01/24

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

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

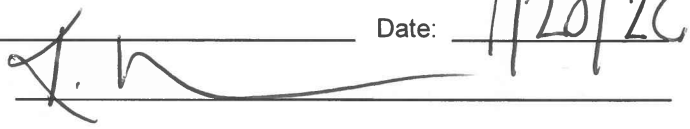
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Bowman Consulting Group Ltd.

By: Katie Hudson Date: 1/20/26

Authorized Signature: 

Title: Principal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?
YES ☐ NO ☑
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☑ Prime ☐ Subawardee Tier _____, *if known*: Bowman Consulting Group, Ltd. 4450 W Eau Gallie Blvd., Suite 144 Melbourne, FL 32934 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: K. Hudson

Print Name: Katie Hudson

Title: Principal

Telephone No.: 804.592.7381 Date (mm/dd/yyyy): 01/20/2026

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Bowman Consulting Group Ltd.
Name of Consultant

By: Katie Hudson

1/20/24
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC – 10/25

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

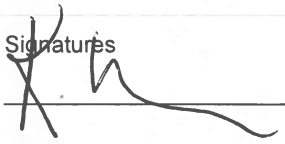
I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFSQ #25-24	Citywide Right-of-Way Consulting Services	#449770, 447833

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Katie Hudson		11/20/25

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

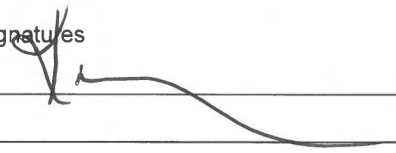
375-030-50
PROCUREMENT
OGC – 10/25

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFSQ #25-24	Citywide Right-of-Way Consulting Services	

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Katie Hudson		1/20/26

Detail by Entity Name

Foreign Profit Corporation
BOWMAN CONSULTING GROUP, LTD., INC.

Filing Information

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FEI/EIN Number	54-1762351
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Event Date Filed	10/23/2023
Event Effective Date	NONE

Principal Address

12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Changed: 01/27/2020

Mailing Address

12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Changed: 01/27/2020

Registered Agent Name & Address

LEGALINC CORPORATE SERVICES INC.
476 RIVERSIDE AVE
JACKSONVILLE, FL 32202

Name Changed: 02/21/2025

Address Changed: 09/23/2022

Officer/Director Detail

Name & Address

Title CEO, Director

BOWMAN, GARY P.
12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Title Secretary, Officer

HICKEY, ROBERT A.
12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Title Officer, EVP

Goldfarb, Jesse
4450 West Eau Gallie Boulevard
Suite 144
Melbourne, FL 32934

Title Treasurer, Officer

Labovitz, Bruce
12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Title Officer, EVP

Delgado, M. Scott
13461 Sunrise Valley Drive
Suite 500
Herndon, VA 20171

Title Officer, Chief Information Officer, EVP

Mullenix, Matthew J
12355 Sunrise Valley Dr., Suite 520
Reston, VA 20191

Title Officer, Chief Learning Officer

Hollar, Patricia A.
12355 Sunrise Valley Dr., Suite 520
Reston, VA 20191

Title Officer, EVP

Francis, Spencer M.
947 Myers Street
Suite B
Richmond, VA 23230

Title Officer, COO, EVP

Swayze, Daniel G.
12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Title Officer, Principal, Assistant Secretary

Williams, Kathryn J.
12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Title Officer, EVP

Larson, Bruce
1600 N. Desert Drive
Suite 210
Tempe, AZ 85288

Title VP, Landscape Architecture

Prysi, William
6200 Whiskey Creek Drive
Fort Myers, FL 33919

Title VP, Survey & Mapping

Murphy, Thomas
6200 Whiskey Creek Drive
Suite 301
Fort Myers, FL 33919

Title Officer, EVP

Abdoo, Elizabeth A
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Suite 520
Reston, VA 20191

Title Officer, EVP

McMillan, Aaron
5054 Franklin Ave.
Waco, TX 76710

Title Officer, EVP

VanAlstyne, Gary
101 South Street, SE
Leesburg, VA 20175

Title Officer, EVP

Matosky, Jeremy
478 Blair Park Road
Williston, VT 05495

Title Officer, EVP

Raichle, Andrew
12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Title Florida Transportation Director

Ebersole, Trent
2090 Palm Beach Lakes Blvd. Suite 400
West Palm Beach, FL 33409

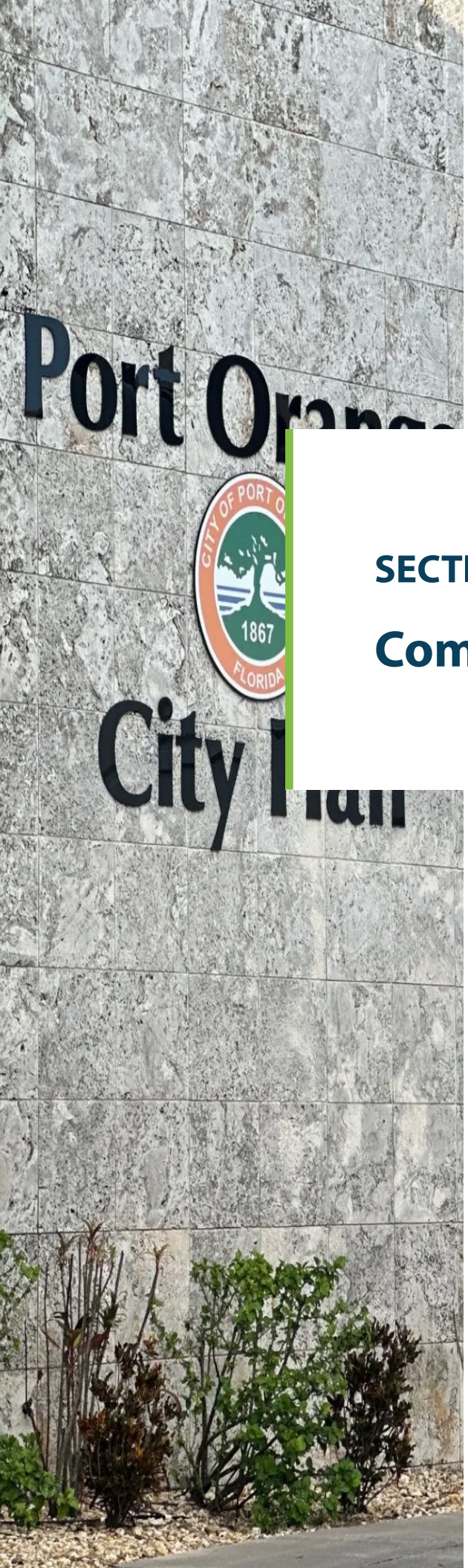
Annual Reports

Report Year	Filed Date
2025	02/21/2025
2025	03/04/2025
2025	06/11/2025

Document Images

12/01/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
10/31/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
08/26/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
07/14/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
06/11/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
03/04/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
02/21/2025 -- ANNUAL REPORT	View image in PDF format
02/22/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
10/23/2023 -- Amendment	View image in PDF format
02/07/2023 -- ANNUAL REPORT	View image in PDF format
09/23/2022 -- Reg. Agent Change	View image in PDF format
07/19/2022 -- Reg. Agent Change	View image in PDF format
04/18/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
12/15/2020 -- Amendment	View image in PDF format
01/27/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
01/31/2018 -- ANNUAL REPORT	View image in PDF format
05/03/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format

01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/02/2015 -- Reg. Agent Change	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
03/06/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
02/24/2014 -- ANNUAL REPORT	View image in PDF format
07/29/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2013 -- ANNUAL REPORT	View image in PDF format
11/30/2012 -- Foreign Profit	View image in PDF format



Bowman

SECTION A
REQUIRED DOCUMENTS

SECTION B

Company Profile

SECTION C
QUALIFICATIONS OF PERSONNEL, PROFESSIONAL LICENSE & CERTIFICATION OF PERSONNEL

SECTION D
FINANCIAL STABILITY / LITIGATION & DEBARMENT HISTORY

SECTION E
REFERENCES

Port Orange
CITY OF PORT ORANGE
1867
FLORIDA
City Hall

Firm History

Bowman is a trusted, multi-faceted professional services firm offering a broad range of engineering, infrastructure, environmental management, energy and real estate solutions to both public and private clients across the country. From large commercial developments, to master planned communities, to local transportation projects, Bowman delivers outstanding project results, builds long-lasting relationships and leverages the growth of our organization to serve the constantly changing needs of our clients.

15	268	107	2,500
Florida Offices	Florida Employees (Approx)	Offices Nationwide	Number of Employees (Approx.)

Why We're Different

Success doesn't just happen. It's the result of thoughtful planning and focused action. At Bowman, we work with intention to deliver on-demand technical genius and industry leading talent that, when combined, produces innovative and solution-driven results.

Our clients benefit from a balance of deep national resources often associated with large firms, and the flexibility and quick response associated with smaller boutique firms, to effectively navigate through intricate approval processes.

Markets

- Building Infrastructure
  - Commercial & Industrial
  - Education
  - Government
  - Healthcare & Senior Living
  - Mission Critical
  - Mixed-Use / Multi-Family
  - Parks & Recreation
  - Residential
  - Retail
- Power & Utilities
- Renewable Energy
- Transportation
- Water Resources
- Mining & Exploration
- Ports & Harbors

Services

- Civil & Site Engineering
- Transportation Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing / Fire Protection
- Land Procurement / Right of way
- Commissioning / Energy Efficiency
- Energy Services
- Survey / Geospatial
- Water / Wastewater
- Construction Management
- Environmental Consulting
- Landscape Architecture / Planning
- Structural Engineering
- Reality Capture
- Financial / Economic Consulting

Firm History *(continues)*

WHO WE ARE

History & Growth

Bowman was founded in 1995 as a five-person local civil engineering company and has since grown to a 2,500+ person multi-disciplinary professional services firm operating out of 107 offices across the United States. We provide survey and mapping, planning, engineering, construction management, commissioning, environmental consulting, geomatics, land procurement and other technical services to public and private clients across the nation. In May of 2021 Bowman became a publicly traded company.

While Bowman brings impressive financial strength to the equation, each office is staffed and managed locally with people who live, work and play in the community. Those people provide a bridge connecting those resources and the knowledge of local conditions.

OFFICE LOCATIONS

With 15 offices throughout Florida, Bowman has a 25+ year history of projects in the state. As we continue to grow and expand our Florida footprint, Bowman is dedicated to giving our clients innovative designs and a 100% commitment to the success of their projects. With office locations throughout the state, Bowman's expert team of professional engineers, landscape architects, registered land surveyors and design professionals are ready to make your next project more successful together.

FLORIDA OFFICE LOCATIONS

- Melbourne
- Boynton Beach
- Doral
- Ft. Lauderdale
- Fort Myers (2 offices)
- Jacksonville
- Naples
- Orlando
- Pensacola
- Port St. Lucie
- Stuart
- Sunrise
- Tampa
- West Palm Beach

Legal Name
Bowman Consulting Group Ltd.

Date Founded
6/7/1995

Date Incorporated
11/13/2020

Business Type
Corporation / C-Corp

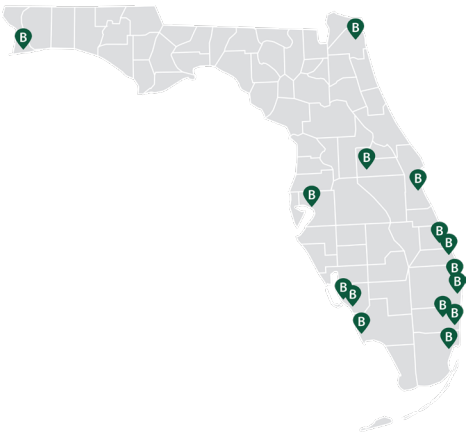
State of Incorporation
Delaware

Corporate Office Location
12355 Sunrise Valley Drive, Suite 520
Reston, VA 20191

Board of Directors
Gary P. Bowman, Chairman
James P. Laurito, Director
Patricia Mulroy, Director
Stephen A. Riddick, Director
Raymond Vicks, Jr., Director
Virginia Grebbien, Director

Offices and Resources throughout Florida

Bowman has office locations throughout the state and ample staff familiar with the region. The contract will be managed from our Melbourne office.



Firm Qualifications

RIGHT OF WAY AND LAND SOLUTIONS

Right of way and easements are critical components on all transportation, utility and energy projects, many of which require the acquisition of rights to utilize the land. **Bowman provides "turn-key" right of way and land services** from conception to reality for our private and public sector clients on transportation, utility and other infrastructure projects. Our team understands the challenges that our clients face and we provide solutions to meet their complex and time sensitive issues through good communications and trusted relationships with project stakeholders.

From renewable energy generation to gas and electric distribution and transmission, to water, sewer and other utilities, to local, federal and state transportation projects, our teams are experienced at researching, negotiating and acquiring right of way for linear projects and supporting our engineers and surveyors. **Bowman is a fully integrated firm that provides land, survey, permitting and design which allows us to perform all the necessary functions for a project from start to finish.** Our survey, GIS and land group function as a seamless team providing one point of contact for our clients.

Areas of Expertise

- Feasibility Studies and Right-of-Entry and Easement Cost Estimates
- Public Information Meeting Support
- Right-of-Entry Project Management
- Right-of-Entry Plan Review
- Right-of-Entry Agreements
- Title Searches / Title Curative
- Appraisals / Appraisal Reviews
- Parking, Access and Site Impact Studies
- Document Preparations and Parcel File Management and Reporting
- Cloud-Based Data Management
- Negotiations
- Settlements / Closing / Recordation
- Property Management
- Relocation Advisory Assistance
- Relocation Plan & Impact Statements / Report
- Site Acquisition
- Relocation Budget Estimates
- Relocation Payment Computations
- Encroachment Resolutions
- Expert Witness Court Testimony
- Eminent Domain / Condemnation Support
- Parcel File Management and Close-Out
- Replacement Housing Plans (RHP)
- Easement and Right-of-Entry Training

Firm Qualifications *(continues)*

Bowman is a fully integrated firm providing right of way, land services, surveying, GIS and engineering coordination under one organizational structure. This integration allows Bowman to support City of Port Orange projects efficiently from project initiation through acquisition, relocation and closeout. Our survey, GIS, and right of way professionals function as a unified team, providing the City with a single point of contact and streamlined coordination across disciplines.

This integrated delivery model is particularly valuable for citywide, on-call assignments where multiple projects may be advancing concurrently under different schedules, funding sources and design stages. By maintaining internal coordination between land services, survey, GIS, and engineering support, Bowman minimizes duplication of effort, reduces document inconsistencies and accelerates issue resolution. The City benefits from consistent standards, uniform documentation and a predictable workflow across all task authorizations.

For City of Port Orange task authorizations, Bowman will initiate courthouse title research using current preliminary plans and plats provided by the City. Title information will be reviewed to identify ownership changes, encumbrances, easements, or title defects and coordinated directly with the City's Project Manager and City Attorney, as applicable. Findings will be communicated promptly to support design refinement, acquisition planning and cost estimating.

Early title and plan verification allows Bowman to identify potential risks such as overlapping easements, subordinate interests, access impacts, or curative title requirements before negotiations begin. This proactive approach reduces the likelihood of late-stage delays and supports more accurate acquisition schedules and budgets.

Project Initiation and Coordination

Upon written Task Authorization and Notice to Proceed, Bowman will begin valuation services utilizing appraisals or Basic Acquisition Reports (BARs), as appropriate for each parcel and funding source. Inspection notifications will be prepared and coordinated in accordance with FDOT LAP requirements, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and City of Port Orange procedures.

At project initiation, Bowman will also confirm project-specific communication protocols, reporting expectations and City approval milestones. Coordination with design engineers, survey teams, and utility stakeholders will be initiated early to ensure right of way limits, easement needs and construction impacts are clearly defined before offers are presented to property owners.

Offer documents will be prepared in accordance with City and FDOT standards and submitted for City approval prior to issuance. Upon approval of just compensation, Bowman's right of way agents will present offers, conduct negotiations, and document all contacts and outcomes in compliance with state and federal regulations.

1 RESEARCH
Conduct Title Research, Existing Easement Research, Prepare Mailouts/ Digital Agent Files, Conduct Full Title Research, Locate Existing Easements, Prepare Customer Communications, Set-Up and Maintain Database

2 OUTREACH
Meet with Landowners and Negotiate Easements, Verify Meter Locations, Explain Program Benefits to Landowners, Phone and Field Outreach, Sign Agreements, Support Construction Team

3 QUALITY CONTROL
Final Review of All Projects, Create a "Client-Ready" Product, Document Verification

4 SURVEY
Verify Existing Easements, Create Exhibits

Firm Qualifications *(continues)*

Bowman's negotiation approach emphasizes clear communication, transparency and professionalism. Property owners and tenants are provided sufficient time to review offers, ask questions and understand project impacts. This approach supports voluntary acquisition whenever possible while maintaining full regulatory compliance.

Negotiation progress, counteroffers and recommended resolutions will be coordinated directly with the City's designated representative. Where voluntary agreements cannot be reached, Bowman will provide acquisition documentation and technical support to assist the City and City Attorney in determining next steps, including potential eminent domain proceedings, if authorized by City Council.

All parcel files will be maintained and tracked using Bowman's internal Right of Way Information System. The City will be provided access to view real-time parcel status, key milestones, contact logs and summary reports. GIS-based tracking allows City staff to quickly assess acquisition progress across multiple task authorizations and identify potential schedule constraints.

RIGHT OF WAY ACQUISITION WORK PLAN

Based upon our approach above, the team's plan to accomplish the acquisition work is as follows:

Property Research and Survey Coordination

Bowman will perform courthouse title research and prepare preliminary title reports for all affected parcels. Information will be coordinated with survey and design teams to verify property boundaries, easement limits and ownership. Any discrepancies, encroachments, or curative title needs will be identified early and communicated to the City.

Survey coordination ensures that right of way plats, legal descriptions, and acquisition exhibits are consistent with approved design plans and Florida statutory requirements. This coordination reduces rework and supports timely preparation of acquisition documents.

Appraisal and Basic Administrative Reports (BARs)

Bowman will determine the appropriate valuation method for each acquisition based on parcel complexity, funding source and FDOT requirements. BARs and appraisal reports will be prepared, reviewed internally for quality assurance and submitted to the City for approval of just compensation. Appraisal review services will be provided when federal funds are involved.

Internal quality reviews focus on compliance with USPAP, FDOT standards, and project-specific requirements, ensuring valuation documents are defensible and suitable for negotiation or legal proceedings.

Platting for Acquisition

Right of way and easement plats will be prepared using current survey data and design plans. All plats will comply with Florida statutes and applicable City and FDOT standards and will be sealed by a licensed professional land surveyor. Plats will be submitted to the City for review and approval prior to acquisition.

Bowman provides turn-key right of way services for our private and public sector clients on transportation and infrastructure projects. We are a fully integrated firm that provides land, survey, permitting, engineering and design which allows us to perform all the necessary functions for a project from start to finish. Our survey, GIS and land group function as a seamless team providing one point of contact for our clients.

Firm Qualifications *(continues)*

Accurate platting supports clear communication with property owners and reduces ambiguity during negotiations and closings.

Negotiation and Acquisition

Bowman's licensed right of way agents will conduct negotiations with property owners and tenants, presenting approved offers and explaining acquisition impacts, compensation and relocation benefits. Adequate time will be provided for owner consideration and all communications will be documented.

Negotiations will be conducted in accordance with FDOT and Uniform Act requirements, with regular follow-up to maintain momentum while respecting property owner concerns.

Eminent Domain Support

If voluntary acquisition is not successful, Bowman will support the City and City Attorney by preparing acquisition files, documentation, exhibits, and summaries required for City Council consideration and potential eminent domain proceedings, in accordance with Florida law and the Uniform Act.

Bowman's role is to ensure the City has complete, accurate and well-organized technical information to support legal decision-making.

OWNER / TENANT RELOCATION ASSISTANCE

Relocation services will be integrated with acquisition activities to ensure compliance with federal and state requirements. Bowman's Relocation Specialists will conduct goodwill contacts, prepare relocation plans, replacement housing payment calculations and business relocation assistance documentation as applicable.

Residential and business relocations will be coordinated with affected parties, the City, and other stakeholders to minimize disruption and ensure timely delivery of benefits. All relocation activities will be fully documented and submitted to the City for approval, supporting audit readiness and FDOT compliance.

FDOT LAP COMPLIANCE

Bowman is experienced in supporting FDOT Local Agency Program (LAP) projects and will perform all right of way services in compliance with:

LAND ACQUISITION WORK PLAN

- Validate and review available plans and property information.
- Review and evaluate property impacts based on RFP plans. Initiate spreadsheet.
- Suggest recommended changes and coordinate with others to determine appropriateness.
- Update right of way mapping as needed.
- Update cost estimate spreadsheet to show complex parcels and determine types of property values needed to advance the cost estimate.
- Continue coordination with design engineering team, including addition of any required utility relocation easements, and update mapping, spreadsheet, etc.
- Finalize first submission of mapping, cost estimate and draft narrative.
- Conduct a review meeting with the team providing basis for property values and discussing any other issues.
- Update mapping and cost estimate document for agreed changes.
- Continue coordination with design team for additional changes or right of way requirements.
- Create individual parcel files.
- Finalize narrative, cost estimate spreadsheet, parcel files and mapping.
- Conduct a final review meeting and address any comments.
- Prepare and coordinate the right of way portion of the RFP response and assisting as needed in the overall response.
- Participate as needed in any interview or question session(s).

Firm Qualifications *(continues)*

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- FDOT Right of Way Procedures Manual
- Florida statutes and administrative codes
- City of Port Orange policies and procedures

Compliance checkpoints are built into Bowman's workflow to ensure documentation, approvals and communications meet FDOT and FHWA expectations.

STAFFING AND PROJECT MANAGEMENT

Bowman will staff each task authorization appropriately based on scope, schedule and complexity. The Project Manager will serve as the City's primary point of contact and will be responsible for coordination, quality control, scheduling and reporting. Bowman maintains additional in-house capacity to scale staffing as needed for concurrent City projects.

Key personnel proposed for this contract have extensive experience supporting municipal right of way programs throughout Florida and are familiar with FDOT LAP requirements, City coordination and public-facing acquisition efforts.

SUBCONSULTANTS

When required, Bowman will utilize Florida-based subconsultants for appraisal, title and settlement services who are experienced with municipal right of way acquisitions and FDOT-funded projects. Subconsultants will be coordinated and managed by Bowman and will adhere to all City and FDOT requirements.

Rhodes & Rickolt PROFESSIONAL ASSOCIATION

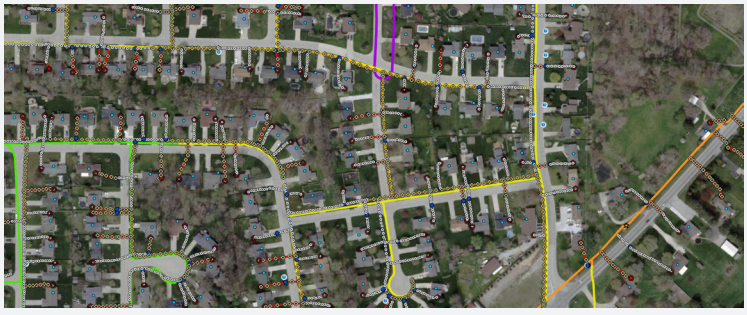
Rhodes & Rickolt, PA | Appraisals

We will utilize Rhodes & Rickolt, PA for Appraisal work, who have over 75 years of real estate appraisal experience throughout Florida and in Marion County. They are an appraisal firm that understands market and economic trends, and includes over 25 years in private practice and a combined 75+ years of appraisal experience. As a result, the real estate appraisals prepared by Rhodes & Rickolt, P.A. are reliable and well-supported. Located in Ocala, Marion County, Florida, our firm specializes in real estate valuation services and consulting throughout Central Florida and beyond.

SUNDIAL TITLE

Sundial Title Agency, LLC | Title & Closing Services

Sundial Title is a full-service title agency, providing title insurance, escrow and closing services for real estate transactions throughout Tampa Bay. They are a company founded by real estate professionals, for real estate



Bowman offers full GIS capabilities in-house.

Firm Qualifications *(continues)*

professionals. The Sundial team is dedicated to providing our clients with a level of service that is unparalleled in the title insurance industry. They were founded on the premise of having a "personal touch" with each client. Whether it's a quick call to an agent, a buyer, or a seller on a transaction, or helping a client work through lien issues or permitting issues, they pride themselves on going above and beyond for their clients.

Their team has over 30 years of experience in the real estate industry and has worked through many different issues that can affect real estate transactions. They pride themselves on handling the complexities that come with each transaction with competence, timeliness and professional excellence.

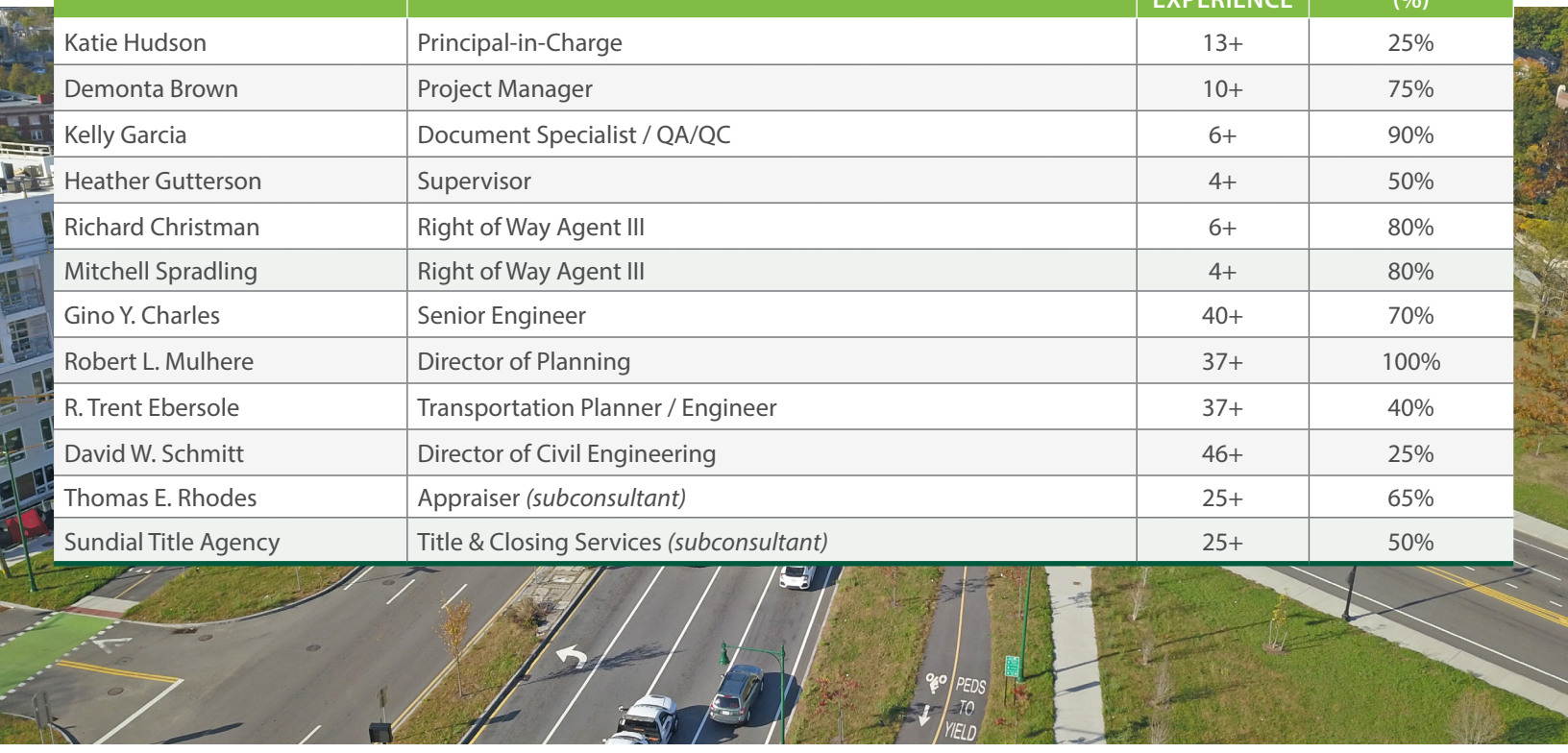
STAFFING & RESOURCES

Bowman's response to staffing needs on this contract will be driven by the project due date and providing enough resources to complete the scope of services well within the presented time frame, despite any other challenges to the schedule such as delayed start dates due to contract finalizing, weather conditions, or other unforeseen impacts. Bowman will provide well qualified staff for surveying and right of way and utilize our subs to expand our team's capacity. Bowman will primarily provide staff through its Melbourne, Florida office with additional support available through the firm's additional Florida offices, as well as nationwide.

Bowman is committed to the success of this project and retaining the key staff to execute this scope of work. We understand the importance of staff retention and strive to maintain highly qualified staff in all of our disciplines. We have dedicated the staff in this proposal to this project and pledge that the staff presented will be available for the entirety of the project.

TEAM AVAILABILITY / COMMITMENT

NAME	PROJECT ROLE	YEARS OF EXPERIENCE	AVAILABILITY (%)
Katie Hudson	Principal-in-Charge	13+	25%
Demonta Brown	Project Manager	10+	75%
Kelly Garcia	Document Specialist / QA/QC	6+	90%
Heather Gutterson	Supervisor	4+	50%
Richard Christman	Right of Way Agent III	6+	80%
Mitchell Spradling	Right of Way Agent III	4+	80%
Gino Y. Charles	Senior Engineer	40+	70%
Robert L. Mulhere	Director of Planning	37+	100%
R. Trent Ebersole	Transportation Planner / Engineer	37+	40%
David W. Schmitt	Director of Civil Engineering	46+	25%
Thomas E. Rhodes	Appraiser *(subconsultant)*	25+	65%
Sundial Title Agency	Title & Closing Services *(subconsultant)*	25+	50%



Firm Qualifications *(continues)*

RELEVANT TEAM EXPERIENCE				
	Services, disciplines or practice areas in which the firm has exceptional expertise			
	Scope: Right of Way Acquisition & Negotiation	Scope: Relocation Assistance (Uniform Act Compliance)	Scope: Project Management & FDOT LAP Compliance	Scope: Technical & Planning Support (Engineering, Survey, Land Use)
TEAM MEMBER				
Katie Hudson, PIC	X	X	X	
Demonta Brown, Project Manager	X	X	X	
Kelly Garcia, Document Specialist / QA/QC	X	X		
Heather Gutterson, Supervisor	X	X	X	
Richard Christman, Right of Way Agent III	X	X		
Mitchell Spradling, Right of Way Agent III	X			
Gino Y. Charles, Senior Engineer			X	X
Robert L. Mulhere, Director of Planning				X
R. Trent Ebersole, Transportation Planner / Engineer			X	X
David W. Schmitt, Director of Civil Engineering			X	X
Thomas E. Rhodes, Appraiser *(subconsultant)*	X			
Sundial Title Agency, Title & Closing Services *(subconsultant)*	X			

Bowman provides exceptional expertise in right of way acquisition through an integrated team structure that combines specialized land services professionals with in-house engineering and planning support. The table above illustrates how key personnel contribute across core practice areas critical to successful municipal and FDOT-funded right of way programs.

Our right of way acquisition and negotiation capabilities are led by experienced, Florida-licensed professionals who manage parcel research, owner coordination, negotiations, and documentation in full compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Dedicated leadership and supervisory staff provide consistent project management, schedule control and FDOT Local Agency Program compliance across multiple concurrent task authorizations.

Relocation assistance services are delivered by personnel experienced in residential and business relocations, ensuring regulatory compliance while minimizing impacts to affected property owners and tenants. Technical and planning support is provided by Bowman's in-house engineers and planners, who coordinate design impacts, land use considerations, and constructability issues that influence acquisition limits and project delivery.

This integrated model allows Bowman to deliver consistent, compliant, and efficient right of way services while maintaining flexibility to scale resources based on project complexity and City needs.

Projects & Experience

I-66 Express Lanes Project

Fairfax and Prince William Counties, VA

Client

I-66 Mobility Partners, LLC

Reference Information

Luis Tejerina, Deputy CEO
7450 Century Park Dr.
Manassas, VA 20109
M: 512.745.2016
E: ltejerina@i66emp.us

Size

22.5 miles
142 parcels
13 relocations

Schedule

2016 - 2024

Services Provided

Right of way (acquisition, relocation consulting, plan preparation)

Civil Engineering

Surveying

The I-66 Outside the Beltway project is a public-private partnership transportation project in Fairfax, Virginia that will transform Interstate 66 into a multi-modal corridor. The project includes 22.5 miles of new tolled express lanes alongside three regular lanes from I-495 to University Boulevard in Gainesville, new and improved bus service and transit routes, new and expanded park and ride lots with more than 4,000 new park and ride spaces and interchange improvements.

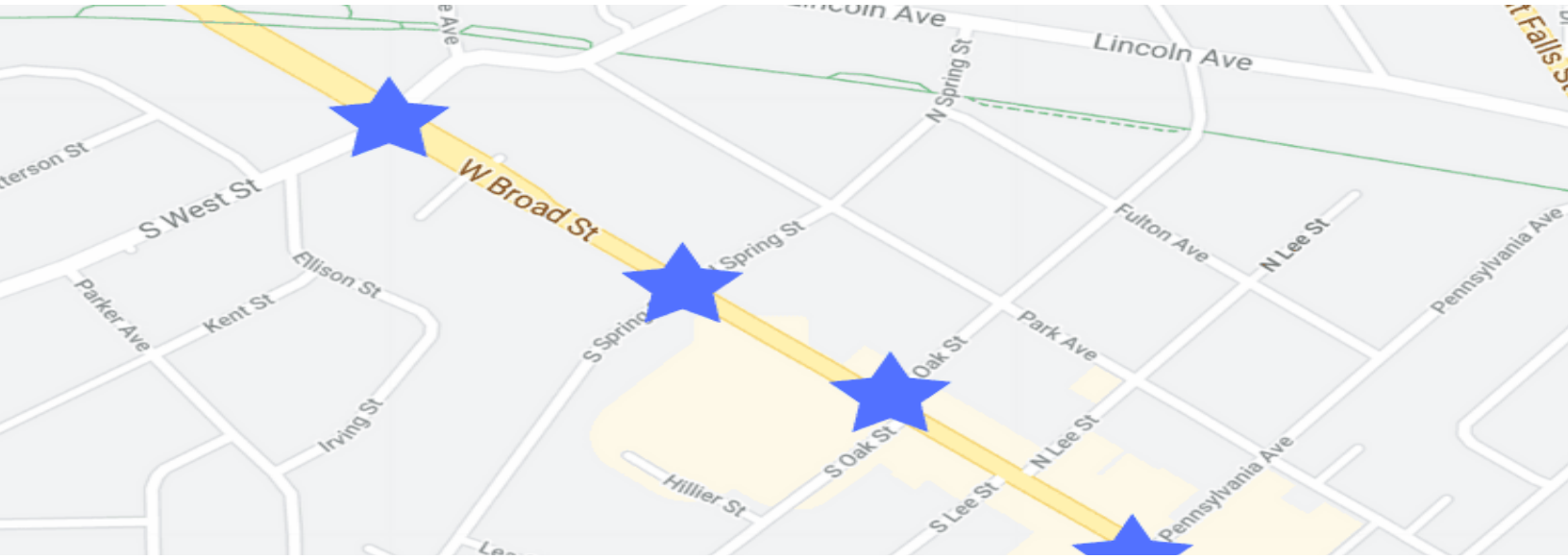
Bowman provided right of way acquisition, relocation consulting and right of way plan preparation for the 275 parcels needed to complete the transformation. Additionally, prepared a comprehensive utility analysis identifying over 350 potentially affected utility facilities and provided relocation design and coordination.

Survey teams provided DTM verification surveys covering the project corridors, setting and controlling aerial lidar targets, flying and capturing new lidar and orthophoto mosaic data on the entire corridor and processing a new bare earth DTM. Bowman also set and controlled mobile lidar targets and performed data collection on about 60 miles of highway, ramps and roadway corridors, and prepared a new DTM on the hard highway and roadway surfaces and replaced the hard-surface DTM for the VDOT survey with the mobile lidar surface. Additionally, Bowman performed ground surveys, including stream valley cross-sections for hydraulic analysis, obscured topography, WMATA surveys, 3D scanning of specific bridges, 3D scanning and stakeout on approximately 100 geotechnical borings, as well as on-call surveying assistance.

Projects & Experience *(continues)*

City of Falls Church Multimodal Improvements

City of Falls Church, VA



Client

City of Falls Church, Virginia

Reference Information

Scott Freda, CIP Project Manager
401 Great Falls Street
Falls Church, VA 22046
M: 571.238.4557
E: sfreda@fallschurchva.gov

Size

0.633 miles
28 parcels

Schedule

2024 - Ongoing

Services Provided

Right of way acquisition

A span of West Broad Street, between Virginia Avenue and West Street, was identified in the West Broad Street Small Area Plan as an area in need of pedestrian accessibility improvements. The design of this project is 90% complete, and the right of way phase has begun (2024), which acquires all of the temporary and permanent easements needed in order to complete this project.

Bowman is providing right of way acquisition services necessary for appraisal reports, Basic Acquisition Reports (BARS), Title Examination Report Services, negotiation for the acquisition of right of way from assigned properties, and we are providing relocation assistance services required for displaced individuals, businesses or other entities.

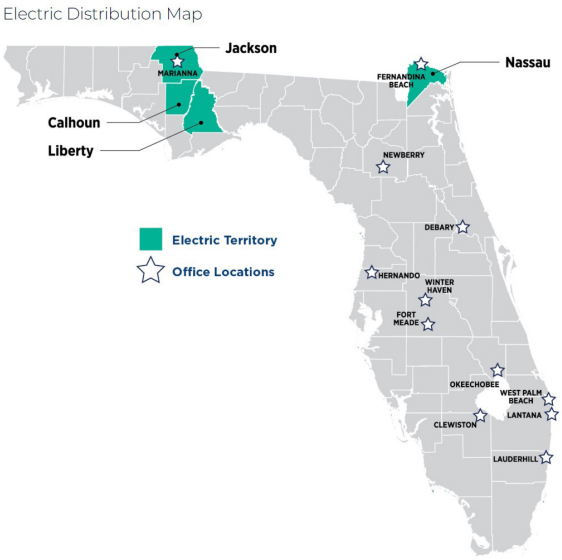
They are helping with offers to acquire the necessary land area from the **29 affected property owners.** The city's acquisition contractor is working closely with each property owner for this important phase of the project. All acquisitions are projected to be acquired by Spring 2025. Elements of the project include:

- Sidewalk widening and removal of sidewalk obstacles
- Redesign of intersection geometry
- Increased bicycle accessibility through planned bicycle routes and bike-share facilities
- Better public transit access by adjusting bus shelter and bus stop placement
- A new mid-block crossing between Virginia and Pennsylvania Streets

Projects & Experience *(continues)*

Florida Public Utilities Commission (FPUC)

Various Locations, FL



Client(s)

Florida Public Utilities Commission (master client)

Pike Engineering, LLC (lead consultant)

Reference Information

Eric Gustin
M: 239.336.4981
E: egustin@pike.com

Schedule

08/2023 - Ongoing

Services Provided

Right of way

Bowman is providing right of way research and acquisition services for FPUC distribution power line conversions from overhead to underground. Bowman through our outreach process is securing voluntary easements for the placement of new equipment and underground distribution lines. Research being performed also allows FPUC and its contractors to design as well as construct new paths to bring their lines and facilities up to current state and national standards. This work is on-going, on-demand work with rapid turn-around time.

Projects & Experience *(continues)*

Storm Secure Undergrounding Program (SSUP)

Statewide, FL

Client

Florida Power & Light (FPL)

Reference Information

Mike Fetto
E: michael.fetto@fpl.com

Size

20,000+ parcels

Schedule

01/2019 - Ongoing

Services Provided

Surveying

Right of way / easement acquisition

Construction coordination

Base mapping

Customer outreach

Due to recurring hurricane-related damage to its electric distribution network, Florida Power & Light (FPL) established the SSUP to reduce storm impacts and improve restoration times following weather events. The program prioritizes the most vulnerable areas for conversion of overhead power lines to underground infrastructure, improving reliability of electric service for residents and businesses.

The Storm Secure Undergrounding Program began in 2018 with the objective of enhancing system resiliency during severe weather while also improving day-to-day service reliability across communities served by FPL. Bowman plays a central role in the program and is responsible for all customer outreach and easement acquisition activities. This includes coordinating design efforts with engineering and construction teams, preparing easement documents and exhibits and conducting title research.

On behalf of FPL, Bowman manages customer outreach, survey mapping, and the acquisition of easements and related agreements. Bowman's responsibilities also include reviewing and coordinating design revisions, educating and negotiating with landowners and supporting construction activities. To enhance communication and ensure accurate reporting, Bowman developed a centralized online database to enable real-time project tracking.

To meet FPL's aggressive program goals, Bowman rapidly scaled its outreach operations, expanding from **zero to 60 outreach agents within 6 months.** This growth was supported by Bowman's land survey and civil engineering expertise, robust IT infrastructure and HR and recruiting capabilities. Bowman also expanded offices throughout Florida. As a result, Bowman has conducted outreach on nearly **20,000 parcels**, secured approximately **5,000 easements** and obtained more than **12,000 signed junction box agreements.**

Projects & Experience *(continues)*

TECO Storm Protection Plan (SPP)

Statewide, FL

Client(s)

Pike Engineering / Tampa Electric Company (TECO)

Reference Information

Ashley Sanford
M: 813.228.1184
E: asanford@tecoenergy.com

Schedule

2016 - Ongoing

Services Provided

Survey

Right of way / land services including:

Research

Customer outreach

Easement & agreement negotiation

Tampa Electric Company (TECO), similar to Florida Power & Light (FPL), established a storm protection program to minimize the impact of hurricane forces on their electric system. TECO is investing $100M a year for their Storm Protection Plan (SPP) to improve electric service reliability and faster storm restoration. Bowman started supporting this program at the end of 2020 and was able go from zero staff supporting this effort to 12 full time staff. Again, this is a testament to Bowman's depth within civil engineering and land surveying groups, IT support services, and an HR & recruitment team that understand the need to find the right people quickly and efficiently.

TECO services the Tampa Bay area's electricity needs with 4,700 MW of generating capacity **over 725,000 residential, commercial and industrial customers.** Its West Central Florida service area covers 2,000 square miles.

Bowman provided land survey, customer outreach and easement acquisition efforts for this project. Scope included reviewing preliminary design plans, coordination of design with engineering and construction, preparation of easement base mapping and exhibits and title research. Bowman developed an online database for real-time project tracking.

Projects & Experience *(continues)*

Barwick Road Design Services LAP Project

Delray Beach, FL

Client(s)

City of Delray Beach, Florida

Reference Information

Isaac Kovner, PE
M: 561.243.7341
E: kovner@mydelraybeach.com

Schedule

Design: 2022 - 2023

Post-Design: Ongoing

Services Provided

Transportation Planning / Engineering

This LAP-funded project will improve approximately one mile of Barwick Road, from SR-806 (Atlantic Avenue) to Lake Ida Road. The goal of this project is to add a protected cycle track and add / improve sidewalk. Bowman provided project management, preliminary engineering, public involvement assistance, roadway design, pavement design, drainage design, signing & pavement marking design, lighting analysis and design, utility coordination, construction plans, permitting, bidding assistance and post design services. Our team of subconsultants provided geotechnical engineering, surveying and other adjacent services.

The public involvement effort has included stakeholder identification, hybrid virtual / in-person public meetings, presentations, website development, brochures, flyers, graphic rendering of improvements, responding to public inquiries and local canvassing.

Our team continues to support this project until the City's contractor completes construction.

Right of Way Projects & Experience *(continues)*

Massaponax Church Rd. Waterline Right of Way Acquisition

Spotsylvania County, VA

Bowman is providing right of way acquisition services, GIS and SCADA for property along this corridor. This project includes several scopes of water / wastewater treatment facilities, and water / sewer infrastructure planning, platting, environmental assessments and construction administration and more.

City of Suffolk Engineering & Right of Way Acquisition On Call

Suffolk, VA

Right of way acquisition service on-call contract to prepare appraisal reports, Basic Acquisition Reports (BARS), title examination report services, negotiation, and provide relocation assistance services required for displaced individuals, businesses or other entities on an acquired property on any project.

Rolling Rd & Old Keene Mill Rd

Fairfax County, VA

Bowman provided right of way acquisition and relocation advisory services to Virginia Department of Transportation (VDOT). This project aims to relieve congestion, improve safety for drivers, bicyclists and pedestrians and improve operations.

Route 11 (South Valley Pike) Widening Right of Way

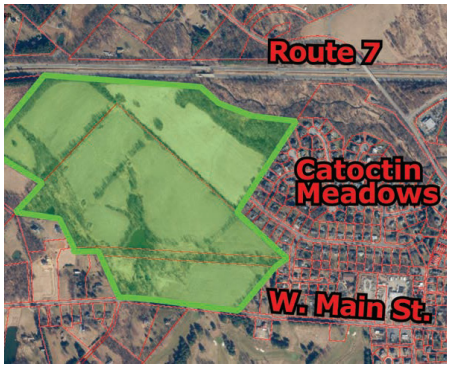
Loudoun, VA

Providing the right of way on the project, which began in Fall 2019. The project consists of widening Route 11 from two lanes to a four-lane divided highway. Project extends from 0.1 mile south of the Route 704 East intersection to 0.1 mile south of the Route 704 East intersection to Heritage Drive.

Main & Maple Intersection Phase 2 Right of Way Acquisition

Town of Purcellville, VA

Right of way acquisition services for nine parcels, including title reports, valuations, document preparation, negotiations, and coordination, performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, VDOT Right of Way Manual and Virginia laws.



Farm Field Road Realignment

Loudoun County, VA

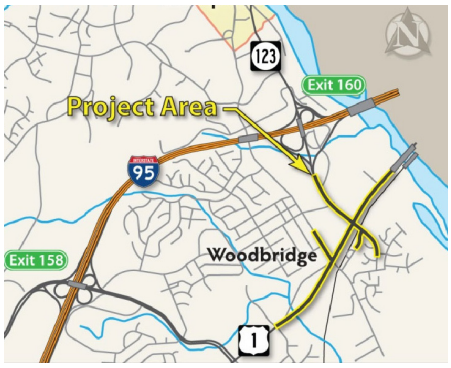
Project created secondary access to a school by extending Mayfair Crown Drive to Route 690 (Hillsboro Road) in Loudoun County. Bowman provided full right of way acquisition for seven parcels, including appraisals, negotiations and partial closing. Construction was fully funded with a $7.82M budget.

Right of Way Projects & Experience *(continues)*

Albemarle Co. Site Evaluations

Albemarle County, VA

Bowman conducted the research and assessments of nine properties from an end-user perspective in order to provide the context required to facilitate site selection decision. Our understanding of the data and what it means, and the scrutiny we provided, helped the County promote the properties and prepare for economic development inquiries.



VDOT Route 1/123 Interchange

Woodbridge, VA

Bowman's right of way team is providing relocation services for this project that will widen both Routes 1 and 123, build Route 123 over Route 1 and the CSXT railroad and make several other intersection improvements to significantly improve traffic flow. The project also provides enhanced access to the Woodbridge VRE / Amtrak Station.

Dominion Undergrounding

Various Locations, VA

Providing right of way, permitting and surveying services covering one third of Virginia. The program is expected to span 10 years, from 2015 to 2025. Over the course of the program, the owner will be converting between 4,500 and 5,000 miles of overhead power distribution lines to underground across the Commonwealth.

SH 276

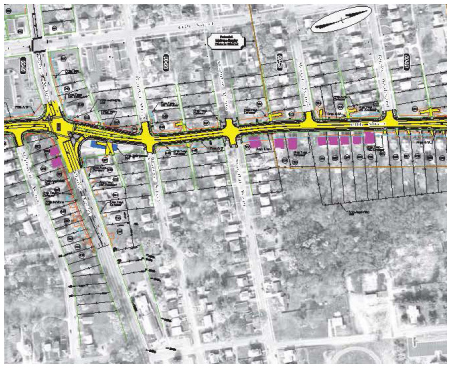
Rockwall, TX

This project widened an existing 2-lane to 4-lane divided highway. Bowman provided right of way project management services for negotiations on 30 parcels, including 5 eminent domain cases.

I-95 Route 3 Improvements

Fredericksburg, VA

Bowman provided services for this traffic safety improvement project including right of way project management, appraisal reviews, negotiations for easement acquisition, and preparation of related documents, deeds and colorized plan sheets. Project funded by the federal Highway Safety Improvement Program (HSIP).



10th Street Improvements

Roanoke, VA

This VDOT project included roadway improvements to provide curb, gutter, sidewalks and bike lanes, as well as improve safety and traffic flow. Bowman managed right of way and easement acquisition efforts, as well as negotiations for more complicated acquisitions. Project required coordination with VDOT appraisers.

Time & Budget

Bowman understands that each Task Authorization issued by the City of Port Orange will vary in scope, complexity, funding source and schedule. Our right of way services are structured to provide flexibility while maintaining consistent delivery standards and regulatory compliance. For each task, Bowman works collaboratively with the City to establish realistic schedules, identify critical path activities and proactively address potential impacts to project delivery.

Project schedules are developed to align with design milestones, FDOT Local Agency Program (LAP) requirements and property owner coordination needs. Acquisition sequencing, valuation timelines, negotiation duration, and relocation activities are managed to minimize delays and support timely construction authorization. Budget controls are maintained through detailed task-level tracking, transparent reporting and early identification of potential scope changes.

QUALITY ASSURANCE / QUALITY CONTROL

Bowman maintains a formal Quality Assurance / Quality Control program specific to right of way services. QA/QC procedures are applied throughout all phases of acquisition, relocation, and closeout to ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, FDOT Right of Way Procedures Manual and City of Port Orange standards. QA/QC measures include:

- Independent review of title research and ownership documentation
- Verification of appraisal, BAR and valuation compliance prior to City approval
- Review of offer packages, notices and negotiation documentation
- Oversight of relocation files and payment calculations
- Final parcel file audits prior to closeout and transfer

Quality reviews are conducted by senior right of way personnel not directly responsible for day-to-day parcel negotiations, ensuring objectivity and consistency. Deficiencies are identified early and corrected before they impact schedules or regulatory compliance.

Project Initiation and Scoping

Upon receipt of a written Task Authorization and Notice to Proceed, Bowman will:

- Conduct a task initiation meeting with City staff to confirm scope, schedule, reporting requirements and communication protocols
- Review available plans, right of way limits and anticipated property impacts
- Identify applicable funding sources and compliance requirements
- Develop a task-specific acquisition and delivery schedule

This early coordination allows Bowman to align right of way activities with City objectives and project constraints.

Right of Way Execution

During task execution, Bowman will:

- Perform title research and ownership verification
- Coordinate with survey, engineering and utility teams as needed
- Manage valuation, negotiation, relocation and documentation activities
- Maintain parcel status tracking and provide regular progress updates to the City

All communications with property owners, tenants, and stakeholders are documented and managed in accordance with state and federal requirements.

Final Review and Closeout

Prior to task completion, Bowman will:

- Conduct a final QA/QC review of all parcel files
- Confirm that acquisitions, easements, or agreements are properly executed and recorded
- Verify that relocation benefits and payments are complete, where applicable
- Prepare closeout documentation and summary reporting for the City

Upon completion, Bowman will participate in a closeout meeting with City staff to review outcomes and support continuous improvement.

Bowman

SECTION A
REQUIRED DOCUMENTS

SECTION B
COMPANY PROFILE

SECTION C

Qualifications of Personnel, Professional License & Certification of Personnel

SECTION D
FINANCIAL STABILITY / LITIGATION & DEBARMENT HISTORY

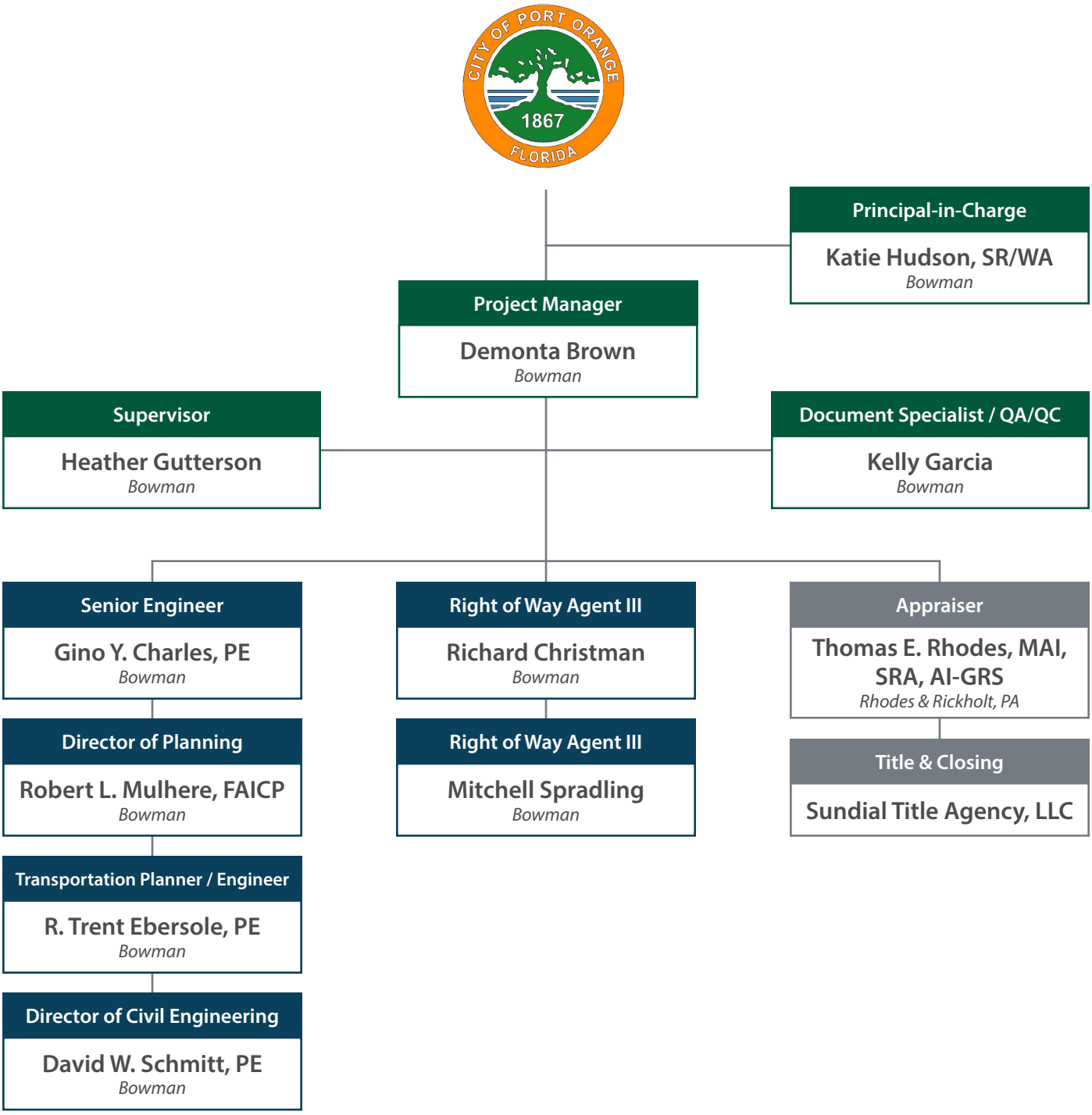
SECTION E
REFERENCES

Port Orange
CITY OF PORT ORANGE
1867
FLORIDA
City Hall

Project Team Overview

Team Member	Position	Overview of Role
Katie Hudson SR/WA	Principal-in-Charge	Provides executive oversight for all City task authorizations, ensuring contractual compliance, staffing, quality control, and alignment with City objectives, FDOT LAP requirements and Uniform Act standards.
Demonta Brown	Project Manager	Acts as the City's primary point of contact, managing schedules, staff, and deliverables while overseeing right of way acquisition activities and ensuring timely, compliant execution of all assigned task authorizations.
Kelly Garcia	Document Specialist / QA/ QC	Manages parcel files and right of way documentation, performing quality control reviews to ensure accuracy, completeness, and compliance with City, FDOT and Uniform Act requirements prior to submittal.
Heather Gutterson	Supervisor	Supervises right of way staff and daily operations, monitoring workloads, resolving issues, and supporting consistent procedures and performance across concurrent City task authorizations.
Richard Christman	Right of Way Agent III	Performs property owner outreach, negotiations, and acquisition activities, documenting all contacts and supporting resolution of complex parcel issues in compliance with City, FDOT and Uniform Act standards.
Mitchell Spradling	Right of Way Agent III	Supports acquisition, coordination, and negotiation efforts for assigned parcels, assisting with title review, owner communications, easement execution and parcel tracking to support timely project delivery.
Gino Y. Charles, PE	Senior Engineer	Provides engineering coordination and technical review related to right of way impacts, supporting plan evaluation, utility coordination and resolution of design issues affecting acquisitions.
Robert L. Mulhere, FAICP	Director of Planning	Provides land use and planning expertise to support right of way strategies, addressing zoning, entitlement and land use considerations that may influence acquisition feasibility or project delivery.
R. Trent Ebersole, PE	Transportion Planner / Engineer	Provides transportation planning and engineering support related to right of way needs, including corridor planning, access management, traffic operations analysis, and coordination of design elements that influence right of way limits and acquisition requirements.
David W. Schmitt, PE	Director of Civil Engineering	Provides senior civil engineering oversight to support infrastructure projects requiring right of way, assisting with constructability, utility conflicts and integration of acquisition requirements into design.
Thomas E. Rhodes, MAI, SRA, AI-GRS	Appraiser *(subconsultant)*	Provides appraisal and valuation services in accordance with USPAP and FDOT requirements, supporting just compensation determinations and responding to review comments as needed.
Sundial Title Agency, LLC	Title & Closing Services *(subconsultant)*	Provides title research, curative services, and closing coordination to ensure conveyance documents are properly executed, recorded and finalized in accordance with City requirements.

Organizational Chart



KEY

- Management
- Support Staff
- Subconsultant

NOTE:

Click on each key personnel's name to access their resume. Click the "Team Organizational Chart" button on each page to jump back to this page.

Education

M.B.A. Business Administration & Management, Capella University

Licenses & Certifications

Real Estate Brokerage License: Florida (BK3554419)

Senior Right of Way Professional (SR/WA) (7401)

Associations

International Right of Way Association (IRWA)

Areas of Expertise

Document Management Team Development

Right of Way Negotiation

Project Management

Experience

Total: 13+

With Bowman: 11+

Katie Hudson, SR/WA

Principal-in-Charge

Katie Hudson has extensive experience in hiring, training and managing teams for high volume right of way projects and programs. Currently, she directs the right of way team on both coasts of Florida, working directly with utilities on fast-paced acquisitions for long-term programs.

Experience

I-66 Express Lane P3 Project | *Fairfax and Prince William Counties, VA*
As director of right of way, she led the right of way technician group and provided project management for the team providing right of way advisory services to Cintra US as a part of their preparation of the concessionaire proposal / bid for this 20-plus-mile project in northern Virginia. The project will provide managed toll lanes in both directions as well as make improvements to the overall transportation facilities.

Tampa Electric (TECO) Storm Protection Program | *Tampa, FL*
As director of right of way she led Bowman in providing right of way services for this storm protection program throughout Florida. The project involves undergrounding lines and managing natural resources by trimming trees. Bowman is working with TECO on the right of way needs for undergrounding the power lines.

Florida Power & Light (FPL) – Storm Secure Undergrounding Program | *East Coast, FL*
As director of right of way she led the right of way technician team for the ramp up and execution of a program of customer outreach specialists and surveyors to enable the relocation of overhead electrical distribution lines to underground conduit and devices. Working through Pike Electric, Bowman managed the outreach and easement and agreement acquisition efforts on behalf of FPL.

VDOT - Route 7 Improvements Design-Build | *Loudoun County, VA*
As director of right of way she led the right of way technician team contracted with Shirley Contracting. The project included widening of Route 7 to six lanes and a shard-use path for approximately seven miles. Bowman provided appraisals, appraisal reviews, VDOT's RUMS data entry, negotiations and relocation advisory services.

Highway 78 Widening Project | *Various Locations, SC*
Project manager responsible for valuation and acquisition efforts for multiple parcels for SouthPointe Phase 3 project.

Demonta Brown

Project Manager

Demonta Brown, right of way project manager, manages acquisition of easements and other property rights on projects. He is a highly motivated and detail-oriented project manager with years of comprehensive experience overseeing residential, commercial and industrial projects. Demonta is well-versed in contract negotiations, resource allocations and project scheduling. He is skilled at managing change and maintaining flexibility in a variety of challenging environments, and has an ability to work in diverse teams and to effectively communicate well with others.

Education

B.A. Criminal Justice, North Carolina A&T State University

Licenses & Certifications

Real Estate License: Florida (SL3494495)

Notary Public: Florida

Experience

Total: 10+

With Bowman: 7+

Experience

Tampa Electric Company - Storm Protection Plan | *Tampa, FL*
Served as project manager on this project, providing title research, land acquisition services and customer relations service during construction for conversion of overhead transmission lines to underground. Bowman has converted approximately 30 miles of overhead lines since 2020 and set to clear an additional 42 miles in 2022 - 2023.

Florida Power & Light - Storm Secure Underground Program | *Statewide, FL*
Serving as right of way supervisor for this ongoing project with Florida Power & Light (FPL). Since 2019, Bowman has been providing title research, land acquisition services and customer relations service during construction for conversion of overhead transmission lines to underground.

South Carolina Department of Transportation (SCDOT) - I-85 Widening Project* | *Spartanburg, SC*
Served as right of way agent / assistant project manager for this state-led design-build project to improve I-85 roadway of congestion and decrease motor vehicle accidents. Services provided included title research, acquisitions and closings of over 350 impacted parcels across Spartanburg and Cherokee Counties in South Carolina. Multiple exits, bridges and secondary roadways were corrected to meet current SCDOT standards.

York County - South Carolina Highway 557 Road Widening Project* | *Clover, SC*
Served as right of way agent on this project funded by Pennies for Progress. The project included the widening of state route 557 to add a median along with sidewalks. Title research, acquisitions, relocation and closing services were provided to the county for the project.

Campco - SC Highway 160 West Widening Project* | *Fort Mill, SC*
Served as right of way agent on this road widening project in which SC-160 W was widened to expand lane width and create safer road shoulders. Title research, acquisitions and closing services were provided for the project.

*Experience prior to joining the firm

Experience

Total: 6+

With Bowman: 6+

Kelly Garcia

Document Specialist / QA/QC

Kelly Garcia has been a right of way project manager with Bowman since 2019 where she manages a team of remote right of way technicians to perform title research and other activities related to right of way activities.

Experience

Project Manager for Right of Way, Bowman | *Summerville, SC*
Kelly manages a team of remote right of way technicians to preform title research, assist in database development, complete quality control on all research to ensure necessary research obtained. She also conducts title research to ensure all parties identified, performs curative title in search of easements. Identifying all pertinent PLAT information to ensure things such as property lines and easements located. Preparing necessary project documentation such as easements. Processing signed legal documents from land owners. Recording all easements with the corresponding counties.

Ops Clerk, Serta Simmons Bedding* | *South Carolina*
Facilitate invoice processing, support A/P while maintaining tracking and filing systems, procure and maintain inventory of office supplies, validate driver trips, expense reports and payroll, organization of inventory day duties and supplies, daily reporting of payroll and production, backup scheduler and work with logistics team to investigate and maintain timely efficient deliveries.

Office Manager, CMFA (501c3 nonprofit)* | *South Carolina*
Organize and fulfill weekly, monthly and yearly participant programming and volunteer training. Maintain all financial record keeping within Quickbooks. Obtain in-kind and financial donations and fulfill responsibilities within commitments. Build relationships within the community to provide services to participants.

Processor, Patriot Title Company* | *South Carolina*
Maintain all files from start to closing. Maintain all post closing requirements. Work with customers and builders to maintain all closings in a timely efficient manner. Complete all conditions to close as required by underwriter.

*Experience prior to joining the firm

Heather Gutterson

Supervisor

Heather Gutterson is a Project Manager within Bowman's right of way and land services practice, responsible for directing acquisition activities across several regions in support of major utility infrastructure programs. She provides structured leadership to right of way agents and support staff, establishes clear expectations, and manages workflows that maintain consistency and accuracy across all project phases. Heather works closely with Survey, Design, COS, and Construction teams to coordinate requirements, address parcel-specific challenges and maintain alignment with program schedules. Her leadership approach centers on organized communication, timely decision-making, and a commitment to dependable, client-focused service.

Education

M.B.A. Business Administration & Management, Western Governers University

B.A.S. Organization Management, Sales / Marketing Engagement, Easter Florida State College

Licenses & Certifications

Notary Public: Florida

Associations

International Right of Way Association (IRWA)

Experience

Total: 4+

With Bowman: 4+

Experience

Florida Power & Light - Storm Secure Underground Program | *Statewide, FL*
As Project Manager, Heather oversees Bowman's right of way efforts supporting Florida Power & Light's continuing undergrounding initiative. Since 2019, Bowman's team has delivered title research, land acquisition and construction-phase customer coordination to enable the transition of overhead distribution lines to underground systems.

Northern Indiana Public Service Company (NIPSCO) | *Statewide, IN*
Heather provides office-based project support for Bowman's NIPSCO right of way projects, coordinating internal teams, maintaining accurate documentation, and facilitating communication with client contacts and field agents. She manages schedules, organizes parcel files, prepares project deliverables and assists with landowner correspondence. Her work ensures right of way activities remain structured, timely and aligned with NIPSCO project requirements.

Various Projects | *Nationwide*
Serving as Title Supervisor, Heather directed daily title operations for Bowman's right of way projects, overseeing research, document preparation and coordination with project leadership. She prepared and distributed title packages, tracked deliverables, assisted staff with complex parcels and resolved issues that could affect project progress. Heather ensured all title reviews, ownership documentation, and easement files met established company standards and were ready for timely project release.

Various Projects | *Nationwide*
Heather oversaw scheduling, meeting coordination and administrative operations for multiple Bowman projects. She prepared project materials, distributed reports, and ensured documentation was complete and ready for release. Heather supported leadership by reviewing project information, facilitating team discussions, and helping define both immediate and long-range priorities. Her work ensured organized communication and smooth workflow across project areas.

Richard Christman

Right of Way Agent III

Rich Christman is an experienced manager with a demonstrated history of working in the real estate industry. Skilled in Analytical Skills, Coaching, Sales and Retail.

Education

B.S. Business Management, Norwich University

Licenses & Certifications

Real Estate License: Florida (SL3488716)

Notary Public: Florida

Experience

Total: 6+

With Bowman: 6+

Experience

Florida Power & Light - Storm Secure Underground Program | *Statewide, FL*
Agent / Supervisor / Assistant Project Manager. Coordinated and attended meetings and conferences with leadership to ensure team is working to fullest efficiency. Provide clientele final reports and project updates. Review easement acquisitions ensuring quality control is completed and company standards are met.

Assistant Project Manager | *Melbourne, FL*
Coordinate and attend meetings and conferences with leadership to ensure team is working to fullest efficiency. Provide clientele final reports and project updates. Review easement acquisitions ensuring quality control is completed and company standards are met.

Mitchell Spradling

Right of Way Agent III

Mitchell Spradling is a project management professional with a strong foundation in real estate and infrastructure coordination. He facilitates team operations, resolves stakeholder concerns, and keeps projects on track through effective communication and organization. With experience supporting right of way and development efforts, he brings adaptability and problem-solving skills. His ability to manage administrative, technical and field-related tasks makes him a versatile contributor across project phases. Licensed in Florida as a real estate professional and notary, he supports successful outcomes.

Education

A.A. Santa Fe College

Licenses & Certifications

Real Estate License: Florida (SL3534941)

Notary Public: Florida

Experience

Total: 4+

With Bowman: 4+

Experience

Florida Power and Light Storm Secure Underground Project | *Tampa, FL*
Assistant project manager for this project. The program replaces overhead neighborhood power lines with underground lines to improve resiliency during hurricanes and severe weather and enhance reliability during day-to-day conditions. Bowman oversees the title research and document preparation as well as conducting outreach to all required parties for acquisition of easements and additional documentation. The outreach is done via meeting with landowners at property as well as via phone for nonlocal owners. All documentation is then uploaded to the database and provided to clientele for construction planning.

Gino Y. Charles, PE

Senior Engineer

Gino Y. Charles, PE is a professional engineer in the State of Florida with experience in the planning, preliminary engineering, design and construction supervision of complex highway projects since 1986. Gino possesses excellent organizational, planning, analytical and communication skills. He has proven the ability to manage a great variety of tasks, responsibilities, projects, and teams, simultaneously and effectively. Gino provides our team with valuable experience having worked directly for both FDOT and FEMA respectively as a project manager.

Education

M.A. Public Administration, Florida International University

B.S. Mechanical Engineering, Florida International University

Registrations

Professional Engineer: Florida (#87758)

Certifications & Training

FDOT Advanced Work Zone Traffic Control, 2021

CTQP: QA/QC Manager, 2020

CTQP: Asphalt Paving, Levels 1 & 2, 2019

CTQP: Earthwork Construction Inspection, Levels 1 & 2, 2019

FEMA IS-01013 Costing Estimates and the Cost Estimating Format, 2019

Troxler Nuclear Gauge Safety, 2019

FEMA: Basic Incident Command System for Initial Response

FEMA: Introduction to Debris Operations

FEMA: Introduction to FEMA's Public Assistance Program

FEMA: National Incident Management System Introduction

Experience

Total: 40+

With Bowman: 5+

Experience

Challenger Boulevard Extension | *Fort Myers, FL*
Project Manager. Gino is currently preparing a design that extends Challenger Boulevard from its current north terminus at Colonial Boulevard, 0.33-miles north to Winkler Avenue. The new segment of Challenger Boulevard will provide an important link in the City's roadway network, and will improve mobility, accessibility and safety. The design will reduce congestion at the intersection of Colonial Boulevard and Winkler Avenue as traffic can divert to the new roadway link. Accessibility will be improved to existing properties as well as the many proposed developments in various stages of their applications. The inclusion of bicycle and pedestrian facilities will enhance multi-modal connectivity.

Kirk Road Reconstruction and Utility Relocation | *Palm Beach County, FL*
Project Manager. Gino is currently preparing roadway design plans for the reconstruction of a 0.8-mile roadway segment on Kirk Road, from Summit Boulevard to Gun Club Road, in Unincorporated Palm Beach County. This Palm Beach County Roadway Production project will widen Kirk Road from two lanes to three lanes, with drainage designed for an ultimate five-lane section. Tasks include design of cross sections, pavement design, drainage design, pavement marking plans and traffic signal modifications. Efforts have included summary of quantities, utility coordination, permitting and contract documents. Design services will also include 1) replacement / relocation of an existing 12-inch asbestos-cement water main along Kirk Road, 2) relocation of two existing fire hydrants, and 3) deflecting the water main and force main within the project limits to avoid conflicts with proposed improvements. Approximately 20 conflict locations have been identified and will require redesign to deflect the water main and force mains horizontally or vertically. In addition, several water and sanitary valves will be adjusted to match the proposed roadway elevation.

Design and Services During Construction: NW 21st Street Corridor | *Lauderhill, FL*
Project Manager. Managed this City of Lauderhill task to provide construction plans and bidding documents for NW 21st Street, between NW 27th Avenue and NW 41st Avenue. Our firm conducted a traffic evaluation of the corridors in the project vicinity, known as Grids #2 and #5. The plans and technical specifications provided for milling and resurfacing of 2,831 feet of roadway.

Robert L. Mulhere, FAICP

Director of Planning

Robert Mulhere's area of expertise is in public policy development and strategies, particularly in the areas of: growth management, entitlement, and zoning, affordable housing, economic development and diversification, natural resource protection, urban design, neighborhood planning including infill development and redevelopment, cluster and compact mixed-use development, rural lands and agricultural issues, transfer of development rights, innovative incentive driven and performance based regulatory programs, entitlement, site planning and development consultation, ordinance writing, and, conflict resolution, expert testimony and public facilitation.

Education

Masters of Public Administration, Florida Gulf Coast University (2001)

B.A. Political Science, St. Michael's College (1977)

Registrations

American Institute of Certified Planners, Fellow Certified Planner (#010931)

Associations

Member American Institute of Certified Planners (AICP) (1994-Present)

Member American Planning Association (APA) (1989-Present)

Chair, Southwest Florida Regional Planning Council (initial Governor appointment)

Appointed to Collier County Development Services Advisory Council (2002-present, Chair, 2005)

Chairperson, Promised Land Section of the Florida Chapter APA (2001-02)

Member, Untied Way of Collier County Board of Directors (2002 – 2008, President 2007)

Experience

Total: 37+

With Bowman: 14+

Experience

Mini Triangle Mixed-Use Planned Unit Development | *Collier County, FL*
Principal-in-Charge. A 5.5-acre infill redevelopment providing for a dense & intense mixture of uses in the County's CRA and is intended to spur further investment and development. Cost: $60,000

Report on the Rural Fringe Mixed-Use District | *Collier County, FL*
Principal-in-Charge. Authored a report that analyzed the functioning of the current system and provided detailed suggestions as to how to Improve the program to further the original goals of the program and was then presented to the Board of County Commissioners. Cost: $60,000.

Bonita Grande Mixed-Use Planned Development | *Bonita Springs, FL*
Principal-in-Charge. Rezoning of approx. 68 acres in the eastern portion of the City of Bonita Springs from a commercially planned development allowing big-box retail to a mixed-use residential and commercial development. Completed 2020. Cost: $73,000.

HHH Ranch Zoning & Potential Use Report | *Collier County, FL*
Principal-in-Charge. The property totals over 1,000 acres & is located within the Rural Fringe Mixed Use (RFMU) Overlay and the North Belle Meade Natural Resource Protection Area. The county requested the report in order to understand potential development of the project under the cur-rent county regulations as well as proposed amendments to the RFMUD Overlay. Completed 2020. Cost: $9,000.

Collier County Solid Waste | *Collier County, FL*
Principal-in-Charge. Prepared two reports to assess the feasibility of utilizing County-owned properties as a potential access road to the Collier County Resources Recovery Business Park and identified potential processes to permit the alternative accessway, as well as key factors associated with future land uses. Completed 2021. Cost: $10,000.

R. Trent Ebersole, PE

Transportation Planner / Engineer

R. Trent Ebersole, PE has experience in transportation planning and traffic engineering for private and public sector clients, since 1989. He has provided comprehensive transportation consulting services for private sector clients in support of local and state land development processes. Public sector clients include local jurisdictions, Metropolitan Planning Organizations, Planning District Commissions, the Florida Department of Transportation (FDOT), the Virginia Department of Transportation (VDOT), the Federal Highway Administration (FHWA), the Army Corps of Engineers (ACOE), as well as various Transit Authorities. The diversity in his clientele is complimented by project diversity.

Trent's expertise also includes proficiency with software packages used for transportation planning and traffic engineering, such as Highway Capacity Software (HCS), Synchro / SimTraffic, CORSIM, PASSER, and TRANSYT-7F, as well as traffic forecasting and assignment software. Trent has also demonstrated capabilities in roadway and signal design using both Microstation and AutoCAD software applications, and preparing quantity and cost estimates. His background includes a Transportation Research Board (TRB) seminar on access management and a case study presentation to the local chapter of Institute of Transportation Engineers (ITE).

Education

M.S. Environmental Engineering, George Washington University

B.S. Civil Engineering, Virginia Polytechnic Institute and State University

Registrations

Professional Engineer: Florida (#64318), Alabama (#22353), Colorado (#60649), Texas (#145263), Georgia (#048680), Virginia (#0402024804)

Associations

Institute of Transportation Engineers, Member

Experience

Total: 37+

With Bowman: 22+

Experience

Transportation Engineering & Planning Consultant Services | *West Palm Beach, FL*

Project Manager. Responsible for traffic operations, planning and roadway design projects for the City of West Palm Beach on multiple consecutive contracts. Trent oversees all work performed by support staff and task managers. Safety studies have been conducted at several intersections, requiring field observations and crash data evaluation. Approach to safety studies were multidisciplinary, considering traffic operations, pedestrian, transit and design issues. Traffic operations have included signal warrants, left-turn lane and phasing warrants, data collection, pedestrian crossing assessments and a one-way street conversion study. Planning assignments included Comprehensive Plan (Transportation Element) updates, lane reduction studies, Land Use Map amendments, transit station planning for the Brightline Station and the City Bicycle Master Plan. Design projects have included Maintenance of Traffic Plans, roadway extensions, "Complete Streets" design projects to implement a numerous variety of bike facilities and pedestrian crossing facilities.

City of Hollywood Fire Station #5 | *Hollywood, FL*

Project Manager. Responsible for converting one lane of a one-way road to contra flow for emergency vehicles. Pavement widening was required to accommodate the necessary barriers. Traffic signal modifications were designed for the new approach lane to an intersection. Railroad coordination was necessary due to a railroad spur crossing and proximity to railway right of way. Responsibilities also included post-design services, such as RFI responses, shop drawing review, pre-construction meetings and construction review for consistency with design.

David W. Schmitt, PE

Director of Civil Engineering

David Schmitt has provided professional engineering services for public clients for 45 years, with the last 36 years being in Southwest Florida. During his career, David completed utility projects in Monroe, Lee and Collier Counties. This has allowed him to become very familiar with the local agencies and requirements. His experience includes water, wastewater and reclaimed water projects. These have included treatment and pumping facilities, large water and reclaimed water transmission and distribution systems and wastewater collection and transmission facilities. David has experience in various types of trenchless pipeline design and construction. As a project manager, he has taken projects from initial concept and master planning, through design, permitting, bidding, construction and project startup. Many of these projects have included buildings and accessory structures which has allowed him an understanding of multi-discipline projects and building codes.

Education

Graduate Studies, Civil Engineering, Univeristy of Missouri

B.S., Civil Engineering, University of Missouri

Registrations

Professional Engineer: Florida (#56835), Missouri (#21585)

Associations

American Society of Civil Engineers

American Public Works Association

American Water Works Association

Florida Engineering Society

Water Environment Federation

Certifications

OSHA Class II Asbestos Certification

Awareness Certification - Lead, Confined Space

NASSCO, PACP, MACP & LACP Certification

Experience

Total: 46+

With Bowman: 18+

Experience

City of Sanibel Public Works Director (Interim) | *Sanibel, FL*
Public Works Director. Through a contract with the City of Sanibel, David served as Interim Public Works Director from 2022-2023, when Hurricane Ian devastated the island. Following landfall, his duties included organizing and directing the staff in the immediate recovery, directing procurement of equipment and materials needed for short, intermediate and longterm repairs. Recovery efforts are now directed to securing state and federal funds including FEMA project funds and future Hazardous Mitigation Grants.

East & South Naples Wastewater Collection Facilities | *Naples, FL*
Project Manager. David served initially as project engineer providing pump station modeling and QA/QC to following the project into construction. This projects incorporated providing service to over 50 sq. miles in East and South Naples, Florida. It included over 50 miles of collection mains and 45 collection pump stations. During construction, David was responsible for submittal reviews, coordination with the County, determining optimum service connection points and final project close-out. Project close-out included assisting with EPA and state grant reconciliation, establishment of property assessment and preparation of system operations and maintenance manual.

South Service Wastewater Transmission Facilities | *Naples, FL*
Project Engineer. This was a companion project to the East and South Naples wastewater collection facilities project. This project provided the major wastewater transmission facilities and the reclaimed water system from the plant to major users. It included 13 master pump stations and over 17 miles of 12-in to 36-in transmission main. There was also 13 miles of eight-in to 36-in reuse mains with seven facilities (tanks and lakes) included. David served as project engineer during construction. His responsibilities included EPA and state grant close-out and preparation of operations and maintenance manual.

Thomas E. Rhodes, MAI, SRA, AI-GRS

Appraiser

Senior real estate appraiser and valuation advisor with more than 40 years of experience supporting FDOT, local agencies, and municipalities on right of way acquisition, condemnation, easement valuation and litigation support. Extensive background in partial takings, corridor projects, appraisal review, and expert testimony in state and federal courts. Brings deep knowledge of USPAP, FDOT Right of Way Procedures and Uniform Act requirements applicable to LAP-funded projects.

Education

A.A. Central Florida Community College

Licenses & Certifications

State Certified General Appraiser: Florida (RZ527)

Real Estate Brokerage License: Florida (BK390322)

MAI, Member Appraisal Institute, Certificate No. 8016

SRA, Senior Residential Member Appraisal Institute, Certificate No. 1938

AI-GRS, General Review Specialist, Appraisal Institute, 10/2016

Associations

Appraisal Institute (East Florida Chapter)

Florida Association of Realtors

National Association of Realtors

Experience

Total: 50+

With Rhodes & Rickolt, PA: 37+

Experience

President, Rhodes & Rickolt, PA | *Ocala, FL*
Provides appraisal, appraisal review, and expert testimony services for public infrastructure and right of way projects. Prepares valuations for full and partial acquisitions, easements, uneconomic remnants and damages. Supports public agencies through negotiation, mediation and eminent domain proceedings. Coordinates with attorneys, engineers, and agency staff to support timely project delivery and defensible valuations.

Appraiser | *Naples, FL*
Performed residential and commercial appraisals for public and private clients, including condemnation and acquisition assignments. Prepared appraisal reports compliant with USPAP and agency standards.

South Service Wastewater Transmission Facilities | *Naples, FL*
Conducted property valuation and assessment activities in accordance with Florida statutes and accepted appraisal practices.

Right of Way & Condemnation Experience

- Valuation services for roadway widening, utility easements, and public infrastructure projects
- Experience on more than 250 parcels across multiple municipal and county projects
- Assignments involving partial takings, temporary and permanent easements, and access impacts
- Support for pre-litigation negotiations, mediation, and trial preparation

Litigation & Expert Testimony

Qualified expert witness in Federal Bankruptcy Courts (Florida and Georgia) and multiple Florida Circuit and County Courts, including condemnation and valuation matters.

State of Florida
Department of State

I certify from the records of this office that BOWMAN CONSULTING GROUP, LTD., INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on November 30, 2012.

The document number of this corporation is F12000004832.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 4, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of April, 2025

Secretary of State

Tracking Number: 3682761879CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

The International Right of Way Association

acknowledges that

Katie Hudson, SR/WA

has qualified as

Senior Right of Way Professional

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SR/WA Number: 7401

Designated: 06/05/2024

Recertification Due: 06/05/2029

Fred Easton, SR/WA, R/W-AMC
International President

IRWA BUILDING A BETTER WORLD TOGETHER.

Elizabeth Smith, SR/WA
Vice Chair, International Professional Education Committee

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE BROKER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HUDSON, KAITLYNN
1043 OAK ST
DUNEDIN FL 34698

LICENSE NUMBER: BK3554419
EXPIRATION DATE: SEPTEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/08/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE SALES ASSOCIATE HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BROWN, DEMONTA
4400 HOLSTEIN ST.
ST. CLOUD FL 34772

LICENSE NUMBER: SL3494495
EXPIRATION DATE: SEPTEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/18/2024

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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE SALES ASSOCIATE HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CHRISTMAN, RICHARD T
1845 DIABLO CIR SW
PALM BAY FL 32908

LICENSE NUMBER: SL3488716
EXPIRATION DATE: SEPTEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/12/2024

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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE SALES ASSOCIATE HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SPRADLING, MITCHELL
315 SW 84TH TERRACE
GAINESVILLE FL 32607

LICENSE NUMBER: SL3534941
EXPIRATION DATE: MARCH 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/29/2024

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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CHARLES, GINO YVES
372 FRANKLIN RD
WEST PALM BEACH FL 33405

LICENSE NUMBER: PE87758
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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CERTIFICATE
OF COMPLETION

GINO CHARLES

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

.

Training Provider:

American Traffic Safety Services Association (ATSSA)
15 Riverside Parkway Ste.100
Fredericksburg VA 22406
Phone: 540-368-1701

Verify this Certificate by visiting www.motadmin.com

12/21/2023	12/13/2027	K. R	618333
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

EBERSOLE, RICHARD TRENT
1803 S CLUB DR
WELLINGTON FL 33414

LICENSE NUMBER: PE64318
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SCHMITT, DAVID W
950 ENCORE WAY
NAPLES FL 34110

LICENSE NUMBER: PE41671
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

RHODES, THOMAS EDWARD
1701 NE 42ND AVENUE
UNIT 101
OCALA FL 34470

LICENSE NUMBER: RZ527
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/05/2024
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FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SUNDIAL TITLE AGENCY LLC
License Number : W579021

Resident Insurance License	Issue Date
• 0412 - TITLE INS AGENCY - CORP OR FIRM	07/12/2019

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida

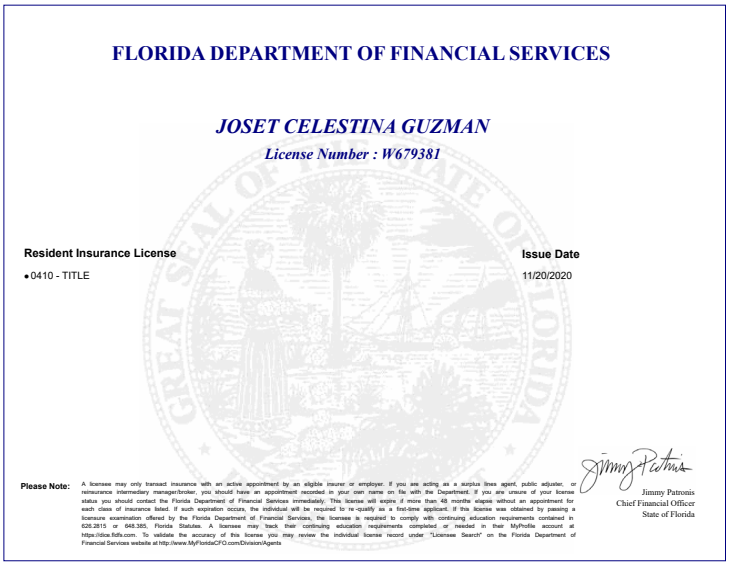
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MALLORY GENTILE
License Number : W319159

Resident Insurance License	Issue Date
• 0410 - TITLE	07/19/2016

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JOSET CELESTINA GUZMAN

License Number : W679381

Resident Insurance License	Issue Date
•0410 - TITLE	11/20/2020

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida

Bowman

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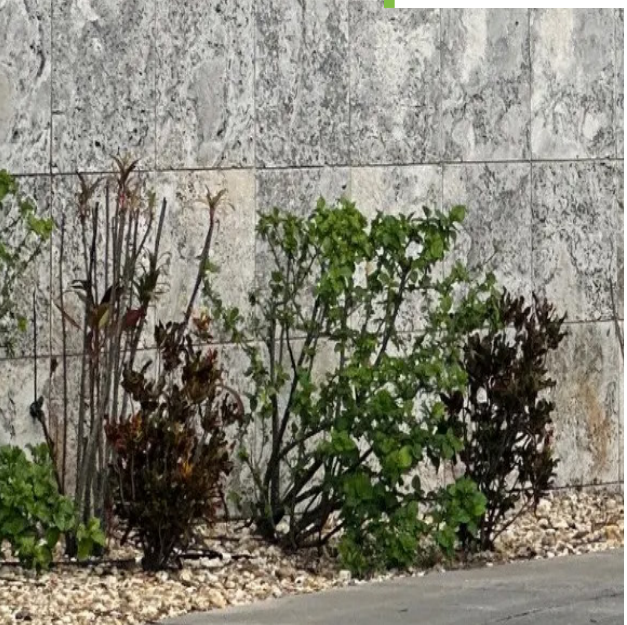
QUALIFICATIONS OF PERSONNEL, PROFESSIONAL LICENSE & CERTIFICATION OF PERSONNEL

SECTION D

Financial Stability / Litigation & Debarment History

SECTION E
REFERENCES



Port Orange
CITY OF PORT ORANGE
1867
FLORIDA
City Hall

FINANCIAL STABILITY

Bowman has the financial resources to perform this contract for the City of Port Orange. We are a public company whose stock trades on the Nasdaq Global Market as BWMN. The company has revenues of more than $359 million for 2024. The company files its unaudited quarterly financial results of operations with the U.S. Securities & Exchange Commission on Form 10-Q and its annual audited financial statements on Form 10-K. The company has sufficient liquidity to sustain operations as a going concern for the foreseeable future. Our full financial can be found online at https://investors.bowman.com/financials

In addition, per the RFSQ, Bowman submitted an enclosed the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

LITIGATION & DEBARMENT HISTORY

From time to time, Bowman Consulting Group Ltd. ("Bowman" or "Company") is subject to various legal proceedings that arise in the normal course of our business activities. The following is a list of proceedings against the Company during the past five (5) years, none of which we deem to be material or which have any impact on the performance of the services to be rendered to our clients.

a) Avora at Port Imperial Condominium Association, Inc. v. Bowman Consulting Group Ltd, et al (2025) filed in the Superior Court of New Jersey Law Division: Hudson County (HUC-L-2172-23). Company is one of 29 Defendants, Plaintiff is alleging negligence and construction defects against all defendants. **Company is vigorously defending.**

b) Katie Nothum v. Bowman Consulting Group Ltd, et al (2025). Suit filed in Superior Court of the state of Arizonia in and for the County of Maricopa (CV2025-008982) for negligence. **Case was dismissed in Company's favor, no settlement.**

c) 888 17th Street Corporation. v. Bowman Consulting Group Ltd (2025). Suit filed in the Superior Court for the District of Columbia(2025-CAB-002219) for alleged breach of contract relative to a commercial lease. **Case settled and dismissed with no admission of wrongdoing.**

d) Hoefer Welker, LLC v. Bowman Consulting Group Ltd., et al (2025) filed in the Adams County District Court, Colorado (2025cv30049). Primary suit alleges construction defects and negligence against Hoefer Welker, LLC and Hoefer Welker, LLC filed a third party complaint seeking contractual indemnification and alleging negligence and breach of contract against Company and others. **Company is vigorously defending.**

e) Quintana, Susana v. Bowman Consulting Group Ltd, et al (2025) filed in the Circuit Court of the Eighteenth Judicial Circuit in Brevard County Florida, Civil Division (05-2024-CA-03591-XXCA-BC) alleging negligence against several parties which resulted in personal injuries sustained by a trip and fall. **Voluntary dismissal in Company's favor, no settlement.**

f) Hernandez, Franklin v. Bowman Consulting Group Ltd, et al. (2024). Suit filed in Superior Court of New Jersey Middlesex-law Division (MID-L-004063-24) alleging personal injuries resulting from negligence against several parties. **Voluntary dismissal in Company's favor, no settlement.**

g) Christian Brothers Automotive Corporation and CBH Properties v. Bowman Consulting Group Ltd, et al (2024). Claim filed with the American Arbitration Association (Case 01-24-0003-3676) alleging design errors. **Case settled and dismissed with no admission of wrongdoing.**

h) LG APT SC IRMO COLUMBIA. LLC v. Bowman Consulting Group Ltd (2024). Suit filed in Court of Common Pleas of Richland County, South Carolina (2024CP4001092) alleging design errors. Company is vigorously defending. Litigation tolled pending mediation.

i) Killkenny, Maureen v. Township of Abington, et al (2023). Suit filed in the Court of Common Pleas of Philadelphia County, Pennsylvania (2023-15351). Company is one of ten defendants in a civil suit alleging construction, design, and maintenance defects which resulted in personal injuries to Plaintiff. Company disputed any involvement in construction, design, and maintenance of property at issue. **Voluntary dismissal in Company's favor, no settlement.**

j) Wexminister Limited Inc. v. Bowman (2023). Suit filed in the Court of Common Pleas in Alleghany County, Pennsylvania (AR23-617) for alleged property damage following lease termination. **Case was dismissed in Company's favor, no settlement.**

k) JBG Smith Properties et al v. Bowman Consulting, et al. (2023). Suit filed in the Circuit Court of Arlington County, Virginia (CL20004392-00). Company is a third-party defendant in a civil suit alleging construction and design defects which resulted in personal injuries to Plaintiff. **Voluntary dismissal in Company's favor, no settlement.**

l) Walton Global Investments v. Bowman Consulting Group (2023). Suit filed in the United States District Court for the Eastern District of Virginia-Richmond Division (3:23-cv-00087) alleging defects in a due diligence report. **Case settled and dismissed with no admission of wrongdoing.**

m) JE Dunn Construction Company v. Bowman Consulting Group (2022). Suit filed in District Court, Denver County, Colorado (2022cv33535) alleging design errors and defects. Case settled and dismissed with no admission of wrongdoing.

n) G3 Engineering & Surveying, LLC vs. Adam Dew & Bowman Consulting Group Ltd. (2021). Suit filed in the Court of Common Pleas, Fifteen Judicial Circuit in the County of Horray, South Carolina (2021-CP-26-07820) naming Company as a defendant, along with a current employee, in an action filed by a competitor. **Case settled and dismissed with no admission of wrongdoing.**

o) Theadora Detullio v. Village Super Market of NJ, L.P. d/b/a Shoprite of Old Bridge (2021). Civil Action filed in the Superior Court of New Jersey, Middlesex County Law Division (MID-L-0337-21). **Case settled and dismissed with no admission of wrongdoing.**

p) Douglas N. Krening and Hannah J. Krening v. Jonathan Coppin and Elemental Homes (2021). Company is a third-party defendant in a civil suit filed in District Court, Douglas County, Colorado (2020cv030831) alleging construction and design defects. **Case settled and dismissed with no admission of wrongdoing.**

q) Hancock Builders LLC v. Alpha Geotechnical Materials LLC. Et. al (2021). Company is one of many defendants in a civil suit filed in the Superior Court of Maricopa County, Arizona (cv2020-055186) alleging construction and design defects. **Case settled and dismissed with no admission of wrongdoing.**

r) David Turnbull v. Bowman Consulting Group, Ltd. (2020). Suit filed by former employee in the U.S. District Court for the Southern District of Florida (0:20cv-60864-AHS) alleging violation of Fair Labor Standards Act. **Case settled and dismissed with no admission of wrongdoing.**

Bowman

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SECTION E

References

Port Orange
CITY OF PORT ORANGE
1867
FLORIDA
City Hall

References

REFERENCE 1	
Client Name:	**Pike Engineering**
Address / Phone:	5850 Lee Blvd Orlando, FL 32822 P: 239.336.4981
Client Contact:	Eric Gustin, Operations Manager P: 239.336.498 | E: egustin@pike.com
Description of Services Provided:	Bowman provides right of way research and acquisition services supporting FPUC distribution line conversions from overhead to underground. Through targeted outreach, Bowman secures voluntary easements for new equipment and underground facilities, enabling compliant design and construction that meet current state and national standards through ongoing, on-demand support.
Time Period of Contract / Project:	08/2023 - Ongoing

REFERENCE 2	
Client Name:	**City of Falls Church, VA**
Address / Phone:	300 Park Ave Falls Church, VA 22046 P: 571.238.4557
Client Contact:	Scott Freda, CIP Project Manager P: 571.238.4557 | E: sfreda@fallschurchva.gov
Description of Services Provided:	Bowman is providing right of way acquisition services for the West Broad Street corridor improvement project following 90% design completion. Services include appraisals, acquisition reports, title review, negotiations, and relocation assistance to obtain temporary and permanent easements from 29 property owners supporting multimodal, pedestrian and transit improvements targeted for Spring 2025 completion.
Time Period of Contract / Project:	2024 - Ongoing

REFERENCE 3	
Client Name:	**I-66 Mobility Partners, LLC**
Address / Phone:	12600 Fair Lake Circle, Suite LL Fairfax, VA 22033 P: 512.745.2016
Client Contact:	Luis Tejerina, COO P: 512.745.2016 | E: ltejerina@i66emp.us
Description of Services Provided:	Bowman supported the I-66 Outside the Beltway public-private partnership by delivering right of way acquisition, relocation consulting and plan preparation for 275 parcels. Services included utility analysis and coordination for over 350 facilities, along with corridor-wide survey, lidar, DTM development and mobile mapping to support multimodal transportation infrastructure.
Time Period of Contract / Project:	2016 - 2024

Letters of Recommendation

CITY OF FALLS CHURCH

January 21, 2025

To Whom It May Concern:

This is an official letter of reference for endorsement of Bowman Consulting for their work on the Right of Way (ROW) Acquisition Services for the Federally Funded Broad Street Multimodal Improvements SmartScale project in the City of Falls Church, Virginia. This project requires the acquisition of ROW from 28 different property owners, both commercial and residential, along the main thoroughfare through our City. Most of these properties, however, are commercial and they're very concerned about how those acquisitions will affect their businesses.

For the duration of the project so far, Bowman has shown excellent collaboration skills, amazing professionalism, and extreme patience with a somewhat capricious group of commercial property owners. The project included individual property inspections, title and records research, property valuations and appraisals, the preparation of offer packages for each of the 28 parcels, and negotiations with each of those property owners. They have already completed over 15 of the necessary 28 acquisitions via signed deeds, and they are on track to complete the remaining 13 acquisitions well before the April 30, 2025, deadline.

Bowman has completed the majority of the work needed for this project as of the date of this letter, and they have done so on budget and, by projecting the amount of work left to complete these acquisitions, on time as well. They are also a pleasure to work with, as they reply to any and all concerns swiftly and diligently. I will definitely look forward to working with Bowman Consulting on future projects here in the City of Falls Church.

Best Regards,

Scott R. Freda

Scott R. Freda
CIP Project Manager
Department of Public Works

The City of Falls Church is committed to the letter and spirit of the Americans with Disability Act.
To request a reasonable accommodation for any type of disability call 703-248-5030. (TTY 711)

Department of Public Works • 300 Park Avenue • Suite 103 East • Falls Church, VA 22046 • 703-248-5350
www.fallschurchva.gov • dpw@fallschurchva.gov

Letters of Recommendation *(continues)*

I-66 Express Mobility Partners LLC
7450 Century Park Dr.
Manassas, VA 20109

January 20th, 2024

Re: Project Reference Letter

To Whom It May Concern:

I am writing this letter to provide a reference for the VDOT I-66 Express Lane Project completed in concert with Bowman Consulting. This 20 plus mile project had extensive challenges and was delivered on schedule and within the expected budget. The team showed exceptional dedication and professionalism throughout.

This confirms the successful execution and completion of assigned duties and obligations by the Bowman Team that included negotiations, relocations and personal property move services to affected landowners along the corridor. The outcome demonstrated the team's commitment to excellence and efficiency.

This project required extensive collaboration and attention to detail. I am confident that the team's expert skills and dedication would be an asset to future projects.

Should you have any questions, please don't hesitate to contact me.

Best regards,

Luis Tejerina
Chief Executive Officer
I-66 Express Mobility Partners LLC
LTEJERINA@I66EMP.US

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Bowman

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 449770-1-48-01	FPN:	FPN:
Federal No (FAIN): D524 083 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SU/LF	Fund:	Fund:
Org Code: 55053010541	Org Code:	Org Code:
FLAIR Approp: 088777	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: 79 Contract No:
Recipient Vendor No: F596000412003 Recipient Unique Entity ID (UEI) No: LV8ZD1LYF3H4

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the City of Port Orange ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Dunlawton Avenue Turn Lanes (Various Locations) project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before May 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 222,000.00 (Two Hundred Twenty-Two Thousand Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $199,800.00 (One Hundred Ninety-Nine Thousand Eight Hundred Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: Federal Right-of-Way Forms A-1 through A-27.

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): Federal Right-of-Way Forms A-1 through A-27.

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF PORT ORANGE

By: _____

Name: Scott Stiltner
Title: Mayor

Attest: _____
Robin L. Fenwick, MMC City Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr. P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 449770-1-48-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Port Orange (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

This project is the acquisition of Right-of-Way necessary to construct a Dunlawton Avenue westbound right-turn lane at Nova Road and associated intersection improvements. This location will consist of constructing a 390-foot long right-turn lane on westbound Dunlawton Avenue at Nova Road, associated intersection improvements, and associated drainage work. Additional improvements include reconstructing sidewalks, construction of a pedestrian refuge island, extending the crosswalk and pavement markings, modification to the adjacent bank property, and modification to the existing mast arm.

Additional acquisition of Right-of-Way is necessary to construct a 500-foot long right-turn lane on eastbound Dunlawton Avenue at Clyde Morris Boulevard, reconfiguring drainage ditches and inlets, reconstructing sidewalk, and extending the crosswalk and pavement markings improvements. Additional improvements include removal and replacement of the existing mast arm in the southwest quadrant.

The Right-of-Way acquisition, to include title searches, will include a corner clip at the northeast corner of the intersection of Dunlawton Avenue and Nova Road to accommodate a proposed westbound right turn lane on Dunlawton Avenue. Acquisition is to contain 50 square feet, more or less, within a portion of Government Lot 6, Section 9, Township 16 South, Range 33 East also being a portion of lands described in official Record Book 2227, Page 579, as recorded in the public records of Volusia County, Florida (Parcel ID: 630900060012).

In addition, perpetual easement acquisition and title searches are needed to accommodate the new sidewalk and extension of sidewalk on the west side of Clyde Morris Boulevard from the intersection of Dunlawton Avenue to the Walgreens entrance. The perpetual easement is to contain 1.854 square feet, more or less, within a portion of Tract 3A, the Pines, Plat Book 42, Page 16. Also, being a portion of lands described in official Record Book 7888, Page 731 as recorded in the public records of Volusia County, Florida, and lying in Section 17, Township 16 South, Range 33 East (Parcel ID # 63171900003A)

Right-of-Way acquisition for Dunlawton Avenue Turn Lanes (Various Locations) will be performed by the City of Port Orange (RECIPIENT) and/or their contracted consultants in compliance with federal requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management, and legal support with oversight from the District Five (DEPARTMENT) Right-of-Way Office. The City of Port Orange (RECIPIENT) and/or their contracted consultants will provide a legal description of each property, a sketch of the property showing the acquisition area, a current title search, and updates as needed for each property via Design Support/Survey and Mapping, as well as an appraisal that allows the owner/representative to accompany the appraiser during site inspection.

The City of Port Orange (RECIPIENT) and/or their contracted consultants shall always supply any necessary legal assistance related to the acquisition of property. This includes creating the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters, as would be necessary to acquire marketable title for the interest in question. All documents will designate the City of Port Orange (RECIPIENT) as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

Right-of-Way forms are Exhibits A-1 through A-27, pages 19-74.

Worksheets (see attachments, Exhibits A-1 through A-5) are required to be submitted for each parcel purchased, as applicable. The LAP Certification form, Exhibit A-6 will need to be submitted upon completion of Right-of-Way, prior to the Notice to Proceed (NTP) of the construction phase.

Exhibit A-1: Local Agency Program Right-of-Way Acquisition Worksheet (2 pages)
Exhibit A-2: Local Agency Program Right-of-Way Appraisal and Appraisal Review Worksheet (2 pages)
Exhibit A-3: Local Agency Program Right-of-Way Personal Property or Sign Relocation Worksheet (3 pages)
Exhibit A-4: Local Agency Program Right-of-Way Property Management Worksheet (2 pages)
Exhibit A-5: Local Agency Program Right-of-Way Residential Relocation Worksheet (4 pages)
Exhibit A-6: Local Agency Program Certification Form (1 page)

Note: All of the following forms are referenced in the Worksheets listed above
Exhibit A-7: Notice to Owner (2 pages)
Exhibit A-7a: Owner Questionnaire (2 pages)
Exhibit A-8: Public Disclosure Notice (For Trust Only) (5 pages)
Exhibit A-9: Public Disclosure Notice (For All Persons and Entities Except Trusts) (5 pages)
Exhibit A-10: Statement of Offer (1 page)
Exhibit A-11: Purchase Agreement (4 pages)
Exhibit A-12: Notice to Business Owner (2 pages)
Exhibit A-12a: Business Owner Questionnaire (2 pages)
Exhibit A-13: Representative Authorization (2 pages)
Exhibit A-14: Closing Statement (1 page)
Exhibit A-15: Settlement Approval (2 pages)
Exhibit A-16: Request for Taxpayer Identification Number (2 pages)
Exhibit A-17: Notice of Eligibility (1 page)
Exhibit A-18: Statement of Eligibility for Supplementary Replacement Housing Payment for Owner (1 page)
Exhibit A-19: 90-Day Letter of Assurance (1 page)
Exhibit A-20: 30-Day Notice to Vacate (1 page)
Exhibit A-21: Replacement Housing Questionnaire/Certification (1 page)
Exhibit A-22: Replacement Housing Payment Determination Three Comparables Method (2 pages)
Exhibit A-23: Personal Property Inventory (1 page)
Exhibit A-24: Moving Expense Calculation and Payment Determination (1 page)
Exhibit A-25: Application and Claim for Replacement Housing Payment (1 page)
Exhibit A-26: Application and Claim for Reimbursement of Moving Costs (1 page)

Exhibit A-27: Direct Payment Agreement (1 page)

Based on the Recipient's High financial risk level, this project requires submission and review of the "Project Monitoring Status Report" on a monthly basis, and submission and review of invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Begin Right-of-Way Acquisition by June 18, 2025.
b) Right-of-Way Maps Submittal by N/A.
c) Right-of-Way to be Certified (Acquisition Final) by January 28, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The remainder of this page intentionally left blank.

EXHIBIT A-1

Local Agency Program Right of Way Acquisition Worksheet

Quality Assurance Review

Agency: _____ Project No.:_____ Parcel No.:_____ Consultant/Agent:_____
Project Description:_____
FDOT Item/Segment No.:_____ FAP No.:_____ Owner:_____ IN Date:_____
QA Review by:_____ QA Review Date:_____

I. Property Owner Notification	Yes	No	N/A	Comments
1. Was Notice to Owner (FDOT Form No. 575-030-031(32) or equivalent) delivered at or before Negotiations? *Date Delivered:*_____				
2. Was the Notice sent to the owner's last known address listed on the county ad valorem tax roll?				
3. Was the Notice personally delivered or sent certified mail, return receipt requested?				
4. Was ownership in the form of a representative capacity, i.e., corporation, partnership or trust?				
5. If answer to #4 is yes, was Public Disclosure Notice (FDOT Form No. 575-030-18 or equivalent), delivered to the owner?				
II. Offer(s)	**Yes**	**No**	**N/A**	**Comments**
1. Was Offer (FDOT Form No. 575-030-08 or equivalent) and Purchase Agreement (FDOT Form No. 575-030-07 or equivalent) delivered directly to the Property Owner?				
2. Did we obtain a written acknowledgement of the Property Owner's receipt of the Offer? *If property owner refused to sign, note in comment section.*				
3. Was the offer amount based on recommended compensation?				
4. Was use of Appraisal Waiver properly executed?				
5. If an uneconomic remnant was identified by the review appraiser, was an offer to purchase the uneconomic remnant made?				
III. Business Owner Notification	**Yes**	**No**	**N/A**	**Comments**
1. Are there any businesses located on this parcel?				
2. If answer to #1 is yes, was Notice to Business Owner (FDOT Form No. 575-030-033(34) or equivalent) delivered at or after I.N.? *Date Delivered:*_____				
3. Based on the Secretary of State, Division of Corporations, was the registered agent notified?				
4. Was the business eligible for business damages?				
5. Was a business damage claim paid?				
IV. Good Faith Negotiations	**Yes**	**No**	**N/A**	**Comments**
1. Were good faith negotiations carried out with representative after Representative Authorization (FDOT Form No. 575-030-02 or equivalent) was received? *If property owner was not represented, write "N/A" in the comment section.*				
2. Did property owner request copies of appraisal, maps or plans?				
3. If answer to #2 is yes, were copies provided within 15 days of owner's request?				
4. Were good faith negotiations conducted with current appraisal values?				
5. If real property was donated, was the owner informed of his/her right to have an appraisal performed and a right to compensation?				

6. Did the Agency provide any construction or regulatory elements in lieu of compensation that exceeded the value of the real estate?				
V. Suit	**Yes**	**No**	**N/A**	**Comments**
1. Did 30 days pass after offer was made before suit was filed?				
2. If applicable, was notice to business owner delivered prior to filing of suit?				
3. Was the Public Disclosure Affidavit returned within 48 hours after OT deposit was made for ownerships in the form of a representative capacity such as a corporation, partnership or trust?				
VI. Agreement	**Yes**	**No**	**N/A**	**Comments**
1. Was an Agreement reached?				
2. Was Agreement inclusive of Fees & Costs?				
3. Was Agreement reviewed by Legal?				
4. Was Final Agency Acceptance granted at least 30 days after agreement was signed by both parties? *FAA Date* _____				
VII. Closing	**Yes**	**No**	**N/A**	**Comments**
1. Was Closing Statement (FDOT Form No. 575-030-16 or equivalent) prepared? *Date of Closing* _____				
2. Did the closing take place within 60 days after Final Agency Acceptance?				
3. Were documents accurate and properly executed?				
4. Were all closing documents recorded no later than 48 hours after closing?				
5. Was the Public Disclosure Affidavit returned at least 10 days prior to closing for ownerships in the form of a representative capacity, such as a corporation, partnership or trust?				
VIII. Settlements	**Yes**	**No**	**N/A**	**Comments**
1. Was Settlement Approval (FDOT Form No. 575-030-24 or equivalent) approved by the proper authority?				
2. Was the settlement a justifiable expenditure based on settlement criteria?				
IX. Fees and Costs	**Yes**	**No**	**N/A**	**Comments**
1. Were fees and costs based on an invoice or statutory formula? *Method Used:* _____				
2. Were fees and costs identified on the Purchase Agreement/Supplemental Agreement?				
X. 1099S	**Yes**	**No**	**N/A**	**Comments**
1. Was Request for Taxpayer ID (FDOT Form No. 575-030-27 or equivalent) delivered to non-excluded property owners? (Excluded = de minimis transactions and exempt transferors)				
2. Was Form 1099S delivered to the property owner at closing or before December 31 of the calendar year in which the closing was held? *1099S Delivery Date:*				
XI. LAP Certification	**Yes**	**No**	**N/A**	**Comments**
1. Was the Right of Way Certification (FDOT Form No. 575-095-05 or equivalent) executed**,** accurate, and submitted to the Right of Way Office prior to letting? *Date Certified :*_____				
Additional Comments:				

Local Agency Program Appraisal and Appraisal Review Worksheet
Quality Assurance Review

Agency:_____ Project No.:_____ Parcel No.: _____ Appraiser:_____
Project Description: _____
Reviewer: _____ FDOT Item/Segment No.: _____ FAP No.: _____
QA Review By: _____ QA Review Date: _____

Note: This worksheet does not include all items for a technical review.

I. Appraisal Report – Before Value	**Yes**	**No**	**N/A**	**Comments**
1. Was the property owner given the opportunity to accompany the appraiser at the time of inspection?				
2. Did the appraiser correctly address zoning and land use issues, including the probability of rezoning?				
3. Are the highest and best conclusions for land and as improved reasonable?				
4. Did the appraiser correctly employ the approaches to value?				
5. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
6. Did the appraiser correctly address any F F & E or M & E items?				
8. Did the appraiser reasonably support the conclusions for land value and the property as improved?				
II. Part Taken	**Yes**	**No**	**N/A**	**Comments**
Did the appraiser correctly determine the contributory value of the improvements within the acquisition (as part of the whole)?				
III. Valuation of the Remainder (s)	**Yes**	**No**	**N/A**	**Comments**
1. Are the highest and best use conclusions for land and as improved credible?				
2. Did the appraiser correctly employ the approaches to value?				
3. Are adjustments adequate, correct, and reasonably supported (land & as improved)?				
4. Did the appraiser determine conclusions of value for both the uncured and cured remainder?				
5. Did the appraiser correctly address any F F & E or M & E items, including any damages?				
6. Did the appraiser explain and consider the effect of the acquisition on the remainder property?				

IV. Damages	Yes	No	N/A	Comments
1. Did the appraiser adequately support the conclusion of damages?				
2. Did the appraiser adequately support the conclusion of no damages?				
3. Is the cost to cure adequate, supported, and correctly calculated?				
4. Did the appraiser effectively address the impact of a cure on the remainder?				
V. Summary of Values	**Yes**	**No**	**N/A**	**Comments**
Did the appraiser correctly complete the Summary of Values, including Total Compensation?				
VI. Design Issues	**Yes**	**No**	**N/A**	**Comments**
Could the acquisition be better designed in order to offset or minimize damages?				
VII. Review Appraiser's Statement	**Yes**	**No**	**N/A**	**Comments**
1. Did the reviewer clearly communicate the major issues within the appraisal report?				
2. Did the reviewer adequately support a value conclusion if different from the appraiser's estimate of value?				
3. Was the issue of an Uneconomic Remnant adequately addressed?				
Additional Comments				

EXHIBIT A-3

Local Agency Program Right of Way Personal Property or Sign Relocation Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
Project Description: _____
FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
_____-day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date:_____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Hazardous Waste Notice (Form 575-040-08) delivered? Date:_____				
5. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
6. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires _____				
II. MOVE COST REIMBURSEMENT	**Yes**	**No**	**N/A**	**Comments**
1. Commercial Move?				
2. Two estimates required? If Yes, the amount of each. 1. $_____ 2. $_____				
3. Lowest estimate paid? Amount Paid: $_____				
4. Self-Documented Move?				
5. Self-Documented Move supported by bills or receipts in file? If Yes, amount paid $_____				
6. Self-Move?				
7. Pre-Move Inventory Conducted? Date: _____				
8. Post-Move Inventory Conducted? Date: _____				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file and approved by proper Authority?				
III. Direct Loss Payment	**Yes**	**No**	**N/A**	**Comments**
1. Tangible Personal Property Relocated?				
2. Proof of Attempt to Sale Personal Property documented in file?				

3. Item Replaced with Substitute Property. If No, go to # 9.				
4. Cost of Substitute Property Item: $ _____				
5. Less value of Sale/trade-in of item: ($ _____)				
6. Total: $ _____				
7. Estimated cost of moving item: $ _____				
8. Amount of Payment (lowest of 6 & 7) $ _____				
9. Documentation of Item Operation Discontinued or Personalty will not be replaced at Replacement Site in file?				
10. Fair Market Value of Item in file? $ _____				
11. Less Proceeds from sale ($ _____)				
12. Total $ _____				
13, Estimate cost of moving item. $ _____				
14. Amount of payment (lowest of 12 & 13) $ _____				
Comments:				
IV. On-Premise Sign	**Yes**	**No**	**N/A**	**Comments**
1. Was sign relocated?				
2. Documentation of Proof of attempt to sell sign in file?				
3. Sign in Conflict with Local Governing Regulations?				
4. Re-establishment Expenses paid? If Yes, Amount $ _____				
5. Depreciated Reprod. Cost(Documented) $_____				
6. Less Proceeds from Sale of Sign ($ _____)				
7. Total $ _____				
8. Estimated Cost of Moving Sign? $ _____				
9. Amount of Payment (lowest of 6 & 8) $ _____				
10. Calculated, reviewed and approved by proper authority?				
V. CLAIMS, PAYMENTS & WARRANT DELIVERY	**Yes**	**No**	**N/A**	**Comments**
1. Advanced Payment Documented in File?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in File? Amount Paid: $_____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				

5. Warrant delivered by proper individual? Delivered by: _____				
6. Application and Claim for reimbursement of Moving Cost (FDOT Form 575-040-23 or equivalent) in file?				
7. Date of Move: _____				
8. Amount of Move Claim Paid: $ _____				
9. Date Move Claim Delivered: _____				
10. Calculated correctly and by whom? _____				
11. Warrant delivered by: _____				
12. Payments made to Displacee?				
13. Multiple Claims Documented in File?				
14. Direct Payment to Third Party Authorized and Documented?				
15. Other Claims Paid? If Yes, what? _____				
16. Replacement Certified D.S.&S.? Date of Certification: _____				
17. Occupancy of replacement documented in File? Date of Occupancy _____				
18. Based on File Documentation, was Adequate Advisory Services Provided?				
19. Appeal anticipated thru documentation in file?				
20. Any Evidence of Discrimination in File?				
21. Could reviewer Logically track the relocation process in the file?				
Additional Comments:				

Local Agency Program Right of Way Property Management Worksheet
Quality Assurance Review

Agency:_____ **Project No.:** _____ **Parcel No:.**_____
Project Description:_____
FDOT Item/Segment No.:_____ **FAP No.:**_____ **Consultant/Agent:**_____
QA Review By:_____ **QA Review Date:**_____

I. Excess Property Inventory	Yes	No	N/A	Comments
1. Was the property routed through a review process prior to disposal?				
2. Was the property disposed of?				
3. If not disposed, was the reason documented?				
II. Demolition & Removal	**Yes**	**No**	**N/A**	**Comments**
1. Is demolition, removal or abatement required on this parcel?				
2. Was a survey conducted prior to demolition, removal or abatement? Survey Date: _____ Demolition Date: _____				
3. Was the NESHAP notice sent to DEP/Local Air Program 10 working days prior to demo/removal/abatement? NESHAP Sent Date: _____				
4. Was the renotification sent to DEP/Local Air Program prior to demo/removal/abatement or 10 working days prior (if the start date was moved up)?				
5. Did the demo/removal/abatement begin on the date stated in the NESHAP notice/renotification?				
6. For hand delivered notifications, was a signature of receipt provided & placed in the file?				
7. For notices sent via certified mail, were copies of the receipt (green card) in the file?				
8. For renotifications, were copies of the signature of receipt/green card/ fax confirmation in the file?				
9. Were the requirements of the Davis-Bacon Act followed?				
III. Inventory & Inspections	**Yes**	**No**	**N/A**	**Comments**
1. Was a property inventory completed?				
2. Physical Possession Date: _____ Inventory Date: _____				

3. Was the inventory completed within 10 working days of physical possession?				
4. Was the inventory updated every 120 days from the date of physical possession?				
5. Are inspections performed every 120 days?				
6. Was agreed purchase price paid or Order of Taking deposit amount deposited prior to taking possession?				
IV. Sales & Leasing	**Yes**	**No**	**N/A**	**Comments**
1. Was the property acquired on/after 5/11/06 & listed in a petition of condemnation? Acquisition Date: _____				
2. If yes to #1, was it offered to the previous owner?				
3. Was the Declaration of Surplus/Temporarily Surplus in the file along with Dept'l routing sheets?				
4. If a disposal, was the 1st right of refusal offered to the local government?				
5. If a public purpose disposal, was the executed deed with the reverter clause in the file for property acquired with federal funds?				
6. If negotiated sale, was it valued at < $10K? Or if negotiated lease, was it a leaseback or inequitable?				
7. If sealed bid, was ad & bid tabulation sheet in file?				
8. For sealed bids, was it advertised 14 days prior to the bid opening?				
9. If public purpose, was a copy of the resolution or letter from the Agency Head in the file?				
10. If FHWA Concurrence was needed, was a copy of the approval letter in the file?				
11. Is rental rate equal to or below fair market rent for extended possession?				
VI. Additional Comments				

Local Agency Program Right of Way Residential Relocation Worksheet
Quality Assurance Review

Agency: _____ Project No.: _____ Parcel No.: _____ Consultant/Agent: _____
Project Description: _____
FDOT Item/Segment No.: _____ FAP No.: _____ I.N. Date: _____
_____- day Owner or Tenant Occupancy Verified: _____ Survey in File: _____
QA Review By: _____ QA Review Date: _____

I. NOTICES	Yes	No	N/A	Comments
1. General Information Notice (FDOT Form No. 575-030-31(32) or equivalent) delivered? Date: _____				
2. Notice of Eligibility (FDOT Form No. 575-040-31 or equivalent) delivered to owner at I.N.? Date: _____				
3. Notice of Eligibility delivered or mailed to tenant within 14 days of I.N.? Date: _____				
4. Statement of Eligibility (FDOT Form No. 575-040-06 or equivalent) delivered or mailed? Date: _____ Expires: _____				
5. RHP Determination in file offering transportation? (Housing Analysis Method)				
6. 90 Day Notice (FDOT Form No. 575-040-09 or equivalent) delivered or mailed? Date: _____ Expires: _____				
7. 30 Day Notice to Vacate (FDOT Form No. 575-040-11 or equivalent) delivered or mailed? Date: _____ Expires: _____				
II. RHP DETERMINATION	**Yes**	**No**	**N/A**	**Comments**
Purchase Additive				
1. Three comparables made available? If no, see comments.				
2. Comparables offered Decent, Safe and Sanitary?				
3. Replacement Housing Questionnaire /Certification (FDOT Form No. 575-040-13 or equivalent) in file?				
4. Was purchase additive calculated correctly based on review of FDOT Form 575-040-05 or equivalent? Amount: $_____				
5. Calculated, Reviewed and Approved by proper authority?				
6. Were Incidental Expenses paid?				
7. Was Increased Interest paid?				
8. Does file documentation support actions?				

Rent Supplement	Yes	No	N/A	Comments
1. Was Household Income verified? Source: _____				
2. Is Household Income considered by HUD as Low Income? _____				
3. Was rent supplement calculated correctly? If complicated, attach a worksheet?				
4. Amount of supplement from reviewing FDOT Form 575-040-05 or equivalent? AMOUNT: $_____				
5. Calculated, Reviewed and Approved by proper authority?				
Additional Comments:				

Down Payment Supplement	Yes	No	N/A	Comments
1. Displacee Requested to convert Rent Supplement to Down Payment Supplement? Amount of Supplement: $_____				
2. If yes to #1, were incidental expenses paid?				
3. Revised Statement delivered?				
4. Down payment documented?				
5. Calculated, reviewed and approved by proper authority?				
Additional Comments:				

Last Resort Housing	Yes	No	N/A	Comments
1. Housing of Last Resort applicable?				
2. Documentation in file to support?				
3. Multiple occupants in dwelling? If yes, how many? _____				
4. SINGLE or SEPARATE households documented?				
5. Separate RHP required?				
6. Separate Move Cost requested				
7. Presence of Less than 90 Day Occupant?				
Additional Comments:				

III. MOVE COST REIMBURSEMENT	Yes	No	N/A	Comments
1. Residential Scheduled Move?				
2. Documentation in file to support number room count? _____ #rooms Amount Paid: $_____				
3. Self-Move supported by bills or receipts in file? If Yes, amount paid: $_____				
4. Commercial Move?				
5. Two estimates required? If Yes, the amount of each. 1. $_____ 2. $_____				
6. Lowest estimate paid?				
7. Pre-Move Inventory (FDOT Form No. 575-040-17 or equivalent) conducted?				
8. Post-Move Inventory conducted?				
9. Move Expense Calculation & Payment Determination (FDOT Form 575-040-20 or equivalent) in file?				
10. Submitted and Approved by proper Authority?				
IV. CLAIMS, PAYMENTS & WARRANT DELIVERY	**Yes**	**No**	**N/A**	**Comments**
1. Advanced Payment Documented in file?				
2. Application & Claim for Replacement Housing Payment (FDOT Form 575-040-14 or equivalent) documented in file? Amount Paid: $_____				
3. Delivered and date delivered _____				
4. Calculated correctly and by whom? _____				
5. Warrant delivered by proper individual? Delivered by: _____				
6. Application and Claim for Reimbursement of Moving Cost (FDOT Form 575-040-23 or equivalent) in file?				
7. Date of Move: _____				
8. Amount of Move Claim paid: $ _____				
9. Date Move Claim delivered: _____				
10. Calculated correctly and by whom? _____				
11. Warrant delivered by: _____				
12. Payments made to displacee?				

13. Multiple Claims Documented in file?				
14. Direct Payment to Third Party authorized and documented (FDOT Form No. 575-040-22 or equivalent)?				
15. Other Claims paid? If Yes, what? _____				
16. Replacement Certified D.S.&S. (FDOT Form No. 575-040-13 or equivalent)? Date of Certification: _____				
17. Occupancy of replacement documented in file (FDOT Form No. 575-040-13 or equivalent)? Date of Occupancy _____				
18. Based on file documentation, was adequate Advisory Services provided?				
19. Appeal anticipated thru documentation in file?				
20. Any evidence of discrimination in file?				
21. Could reviewer logically track the relocation process in the file?				
Additional Comments:				

EXHIBIT A-6

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: Five

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____

LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

☐ Right of way was not acquired for this project.

☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

☐ No persons or businesses were required to move or move personal property from the project right of way.

☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

☐ No structures or improvements, including encroachments, required removal from the project right of way.

☐ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

☐ No structures or improvements requiring asbestos abatement were located on the project right of way.

☐ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: D-5 District Right of Way Manager, C. Jack Adkins Date:

EXHIBIT A-7

NOTICE TO OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

Dear ,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- Â· You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Sincerely,

District Right of Way Manager
By:

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Acquisition Process Pamphlet

CC: Records Management

Received by: _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
MANAGING DIST: 05
F.A.P. NO:
STATE ROAD NO:
COUNTY:
PARCEL NO:
ATTENTION:

Dear Property Owner:

Please provide the following information and mail to this office.

1. Are you the owner of the property identified above? _____
2. I have sold all _____ or part _____ of the property to:

   Name: _____

   Address: _____

   Approximate Date Sold: _____
3. Other than my spouse, I share ownership of this property with:

   Name: _____

   Address: _____

   Telephone No.: _____
4. Please list the appropriate contact person for this property:

   Name and Title: _____

   Address: _____

   Telephone No.: _____
5. Is there an ongoing business on this site? _____
6. If yes, who owns the business?

   Name: _____

   Address: _____

   Telephone No.: _____

7. Additional Comments: _____

_____

_____

_____
Property Owner's Signature

_____
Printed Name and Title

_____
Date

EXHIBIT A-8

575-030-18
RIGHT OF WAY
OGC – 2/20

Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

Name & Address

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: 5

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

Enter Salutation

Subject: Public Disclosure Affidavit (For Trust Only)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a trust to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of ***Section 286.23, F.S.*** and an affidavit for you to complete and return to this office at:

_____ .

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

You are also not required to disclose if all of the following apply: (1) the property is being acquired by the Department by condemnation; and (2) the property is held in a trust created more than three years prior to the date the Department deposits the required sum into the registry of the court pursuant to an Order of Taking in condemnation; and (3) the trustee certifies within 48 hours after deposit that no public officer or public employee has any beneficial interest whatsoever in such trust; and (4) the trustee discloses any changes in the trust instrument or beneficiaries that occurred during the three years prior to the deposit into the court registry. The Department anticipates depositing the required monies by Enter Date.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact _____.

Sincerely,

_____
District Right of Way Manager

By: _____
Agent's Signature

_____
Name (Please Print or Type)

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For Trust Only)

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: 5

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

Public Disclosure Affidavit (For Trust Only)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Trust

_____ and; my full name
Affiant's Title (Trustee)

and address is _____

_____ ; and
Affiant's Name and Address

_____ holds legal title to
Name of Trust

the real estate described in ***Attachment "A"*** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on ***Attachment "B"*** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to ***Chapter 517, Florida Statutes***, whose interest is for sale to the general public.

☐ The above named trust is a trust created at least three years prior to _____. Said trust is exempt from disclosure pursuant to ***Section 286.23 (3)(b), Florida Statutes***. As trustee for said trust, I hereby certify, under penalty of perjury, that no public officer or employee has any beneficial interest in said trust. Further, I have disclosed on **Attachment "B"** to this affidavit all changes to the trust instruments and to persons having a beneficial interest in said trust that occurred during the three years prior to the above date. I further certify that this disclosure has been made within 48 hours of the deposit of money into the registry of the court.

_____
Affiant's Signature

_____
Print or Type Name of Affiant

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ , _____ by _____ as
(name of person)

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

Signature of Notary Public – State of Florida: _____

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Attachment A
Insert Legal Description

Attachment “B”

EXHIBIT A-9

575-030-18
RIGHT OF WAY
OGC – 5/19

Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

Name & Address

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: 5

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

Enter Salutation

Subject: Public Disclosure Notice (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a corporation or partnership to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of ***Section 286.23, F.S.*** and an affidavit for you to complete and return to this office at:

_____ .

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to ***Chapter 517, Florida Statutes***, whose interest is for sale to the general public. For nonpublic entities, you are also not required to disclose persons or entities holding less than 5% of the beneficial interest in the disclosing entity.

If you have any questions please contact _____.

Sincerely,

_____
District Right of Way Manager

By: _____
Agent's Signature

_____
Name (Please Print or Type)

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: 5

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

Public Disclosure Affidavit (For All Persons and Entities Except Trust)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Corporation, Partnership, etc.

_____ and; my full name
Affiant's Title (President, V.P., etc.)

and address is _____

_____ ; and
Affiant's Name and Address

_____ holds legal title to
Name of Corporation, Partnership, etc.

the real estate described in ***Attachment "A"*** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on ***Attachment "B"*** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to ***Chapter 517, Florida Statutes***, whose interest is for sale to the general public.

☐ This is a nonpublic entity, and I elect not to disclose the names of persons or entities holding less that 5% of the beneficial interest in this entity.

_____
Affiant's Signature

_____
Print or Type Name of Affiant

State of _____

County of _____

Sworn to and subscribed before me this day of _____ , day of _____ , _____

By _____ who is personally known to me or who has produced

_____ as identification.

Notary's Signature: _____
(Print, type or stamp name of notary public)

Attachment A
Insert Legal Description

Attachment “B”

EXHIBIT A-10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATEMENT OF OFFER

575-030-08
RIGHT OF WAY
03/17

ITEM/SEGMENT NO.: _____
DISTRICT: _____
FEDERAL PROJECT NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Dear (Seller)

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is:

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any:

The following items were excluded:

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	$ _____
Improvements	$ _____
Real Estate Damages	$ _____
Total	$ 0.00

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

_____

at _____.

Sincerely,

Type or Print Name
District Right of Way Manager
By:

Delivered By	Type or Print Name	Date
Receipt Acknowledged By	Type or Print Name	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PURCHASE AGREEMENT

ITEM SEGMENT NO.: _____
DISTRICT: _____
FEDERAL PROJECT NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

Seller: _____

_____

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) Estate Being Purchased: ☐ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) Real Property Described As: _____

_____

(c) Personal Property: _____

_____

(d) Outdoor Advertising Structure(s) Permit Number(s): _____

Buildings, Structures, Fixtures and Other Improvements Owned By Others: _____
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	**Real Property**		
	Land	1.	$ _____
	Improvements	2.	$ _____
	Real Estate Damages (Severance/Cost-to-Cure)	3.	$ _____
	Total Real Property	**4.**	**$ 0.00**
(b)	**Total Personal Property**	**5.**	**$** _____
(c)	**Fees and Costs**		
	Attorney Fees	6.	$ _____
	Appraiser Fees	7.	$ _____
	_____		
	_____		
	_____ Fee(s)	8.	$ _____
	Total Fees and Costs	**9.**	**$ 0.00**
(d)	**Total Business Damages**	**10.**	**$** _____
(e)	**Total of Other Costs**	**11.**	**$** _____
	List: _____		
	_____		

Total Purchase Price (Add Lines **4, 5, 9, 10** and **11**) **$ 0.00**

Total Global Settlement Amount

(f)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	$ _____
(g)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____	$ _____

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: _____

_____

_____

(j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

☐ There is an addendum to this agreement. Page _____ is made a part of this agreement.
☐ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

_____
Signature Date

_____
Type or Print Name

_____
Signature Date

_____
Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

_____
Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY: _____ _____
Signature Type or Print Name and Title

Legal Review: _____
Date

_____
Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

EXHIBIT A-12

NOTICE TO BUSINESS OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

Dear ,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility.

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed pamphlet entitled **Business Damages Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The Department recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the Department.
- The acquisition must be a partial acquisition of the property on which your business is located. If the Department acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the Department's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the Department no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the Department. The Department will pay for certain types of services. However, by law there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Your rights and options are more fully explained in the enclosed **Business Damages Process pamphlet**. We encourage you to read the pamphlet carefully. If you have questions about any aspect of our acquisition process, please give us an opportunity to answer them. Regardless of whether or not we reach an agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

Sincerely,

District Right of Way Manager
By:

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Business Damages Process Pamphlet

CC: Records Management

Received by: _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:
MANAGING DIST: 05
F.A.P. NO:
STATE ROAD NO:
COUNTY:
PARCEL NO:
ATTENTION:

Dear Business Owner:

Please complete the following information and mail to this office.

1. Name of the business and a brief description of the business operation:

   _____

2. Are you the owner of the business operating at this site? _____

   If yes, how long have you been in business? _____

3. I have sold all _____ or part _____ of the business.

   Approximate Date Sold: _____. The business was sold to:

   Name: _____

   Address: _____

4. If you share ownership of this business, please list the other owners.

   (Use reverse side if necessary)

   Name: _____

   Address: _____

   Telephone No.: _____

5. Please identify the appropriate contact person for your business:

   Name and Title: _____

   Address: _____

   Telephone No.: _____

6. Do you anticipate filing a business damage claim? _____

7. Additional Comments: _____

(Use reverse side if necessary)

_____

Business Owner's Signature Date

_____

Printed Name and Title

EXHIBIT A-13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REPRESENTATIVE AUTHORIZATION

575-030-02
RIGHT OF WAY
2/20

Address of the District or Satellite Office where the completed form will be submitted.

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: _____

F.A.P. NO.: _____

STATE ROAD NO.: _____

COUNTY: _____

PARCEL NO.: _____

Attention: _____

Dear FDOT Right of Way Manager:

This is to advise you that I hereby authorize _____

of _____

who was hired by me as of _____ (date) to (indicate extent of authorization by marking one or both boxes as applicable):

☐ Represent me in all future dealings in the above referenced project and parcel(s).

☐ Accept service of process in my behalf concerning any legal proceedings in eminent domain which may ensue.

OWNER(S)/TENANT(S):

_____ _____ _____ _____

Signature Date Signature Date

_____ _____

Printed Name Printed Name

This is to advise you that I am authorized to represent _____

of _____ in the

capacity(ies) set forth above. I ☐ am ☐ am not a member of the Florida Bar. ☐ I will accept service of process.

NOTE: This document must be notarized if the agent **is not** a member of the Florida Bar but is authorized to accept service of process.

STATE OF FLORIDA

COUTY OF _____.

_____ _____

Representative Signature Date

_____

Representative Printed Name

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____ as _____ for
(Name of person) (Type of authority)

_____
(Name of party on behalf of whom instrument was executed)

_____
Signature of Notary Public – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

_____
_____
_____
Representative Address

Phone: _____

Email: _____

INSTRUCTIONS FOR COMPLETION OF THE REPRESENTATIVE AUTHORIZATION (FORM 575-030-02)

If a property owner or business owner chooses to be represented by an agent during negotiation, including service of legal process, a written authorization, to include the information on this form must be provided by the owner or the owner's agent to the Department prior to the Department's negotiation of the parcel with the authorized representative.

DATE AND INSIDE ADDRESS: Space is available for the form preparer to provide the inside address of the district or satellite office where the completed form will be submitted.

PROJECT/PARCEL IDENTIFICATION: The following information can be located in the legal documents and/or right of way maps for each project and is required on official Department forms:

Item/Segment No.
Managing District
F.A.P. No.
State Road No.
County
Parcel No.

ATTENTION: Provide the agent or individual's name responsible for negotiation of the parcel.

TOP PORTION OF THE FORM: The form provides space for the following information to be provided by the owner:

The name of representative and representative's firm name, if applicable.

Date representative was hired.

Check box for capacity of representation.

Owner/Tenant signature and date of authorization.

Owner/Tenant's printed or typed name.

LOWER PORTION OF FORM: The form provides space for the following information to be provided by the representative:

Name of property or business owner and firm name, if applicable.

Check box indicating whether representative is a member of the Florida Bar.

Check box indicating whether representative will accept service of process.

Representative's signature and date of acceptance.

Representative's address for negotiations and service of process.

Representative's telephone number.

NOTARY SECTION: If the representative is not a member of the Florida Bar, the notary section must be completed by a notary.

EXHIBIT A-14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CLOSING STATEMENT

575-030-16
RIGHT OF WAY
OGC – 03/20

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: _____
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

BUYER: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SELLER(S):
REAL PROPERTY DESCRIBED AS:

Summary of Seller's Transaction

Credits		
Land	$	
Improvements	$	
Real Estate Damages/Cost-to-Cure	$	
Personal Property	$	
Business Damage	$	
Attorney Fees	$	
Appraiser Fees	$	
Other: _____	$	
Total Credits	$	0.00
Debits		
First Mortgage Payoff	$	
First Mortgage Pre-Payment Penalty	$	
Second Mortgage Payoff	$	
Second Mortgage Pre-Payment Penalty	$	
Attorney Fees	$	
Appraiser Fees	$	
Ad Valorem Taxes: _____	$	
Other: _____	$	
Total Debits	$	0.00
Credits Less Debits	$	0.00
Amount Withheld	$	
Amount Due to Seller at Closing	$	0.00

Warrant No.: _____

Received By: _____
Type or Print Name:

Date of Final Agency Acceptance: _____

Date of Closing.: _____

Closing Agent: _____
Type or Print Name:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SETTLEMENT APPROVAL

MANAGING DISTRICT: _____ PARCEL NO.: _____

ITEM/SEGMENT NO.: _____ LITIGANT NAME/NO.: _____

SUIT STYLE: _____ DOT SUIT NO.: _____

F.A.P. NO.: _____ COUNTY: _____

DOT ATTORNEY: _____ DEFENSE ATTORNEY: _____

JUDGE: _____ TRIAL DATE: _____

_____ COURT DOCKET NO.: _____

☐ ADMINISTRATIVE SETTLEMENT ☐ COURT ORDERED MEDIATION ☐ LEGAL SETTLEMENT
☐ OFFER OF JUDGMENT ☐ NON-COURT ORDERED MEDIATION ☐ OTHER SETTLEMENT

SETTLEMENT

Land		$ _____
Improvements		_____
Severance/Real Estate Damages		_____
Move Costs		_____
Business Damages		_____
Owner/Litigant Attorney Fee		_____
Based on Benefit of	$ _____	
Based on Nonmonetary Benefit of	$ _____	
Owner/Litigant Appraisal Fee		_____
Owner/Litigant Expert Fees		_____
Owner/Litigant Costs (Specify) _____		_____
Other _____		_____
TOTAL SETTLEMENT		$ 0.00

SUPPORT DATA

Owner Appraisal	$ _____	Appraiser	_____
Owner Claim	$ _____		
DOT Approved Appraisal	$ _____	Appraiser	_____
Unapproved Appraisal(s) (if relevant)	$ _____		_____
Owner/Tenant Business Damage Claim	$ _____		_____
DOT Business Damage Counteroffer	$ _____		

Justification:

SUBMITTED BY: _____ _____

☐ Right of Way Agent ☐ Trial Attorney Date

_____ _____

☐ District Acquisition Administrator Date
☐ Office of the General Counsel

APPROVED FOR SETTLEMENT: _____ _____

☐ District Right of Way Manager Date
☐ Assistant District Right of Way Manager

ADDITIONAL APPROVALS (as applicable)

☐ **APPROVED FOR SETTLEMENT:** _____

☐ Director, Office of Right of Way Date
☐ Deputy Director, Production

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
RIGHT OF WAY
10/16

Name & Address

ITEM/SEGMENT NO.: _____
MANAGING DISTRICT: _____
F.A.P. NO.: _____
STATE ROAD NO.: _____
COUNTY: _____
PARCEL NO.: _____

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	**Phone Number**
Business Name, if different from above	**Phone Number**
Address (number, street, and apt. or suite no.)	**OWNERSHIP INTEREST** ☐ Sole Owner ☐ Part Owner with _____ % interest ☐ Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): ___ ___ ___ - ___ ___ - ___ ___ ___ ___

For other entities, it is your employer identification number (EIN): ___ ___ - ___ ___ ___ ___ ___ ___ ___

If you do not have a TIN, see attached instructions for **How to get a TIN.**

Below, choose one number that accurately describes the business or the individual.

☐ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
(A corporation formed under the laws of any state within the United states.)

☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)

☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**

☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**

☐ **5 - NONCORPORATE RENTAL AGENT**

☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)

☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
Is income effectively connected with business in the United States? ☐ YES ☐ NO

☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ **Date** _____

Title _____ **Email (optional)** _____

Exhibit A-16

Instructions for

Names and Taxpayer Identification Numbers

1. Individuals should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

2. Married Couples should give the name and SSN of either person.

3. Custodian Accounts (Guardianship) must give the ward's name and SSN. Do not furnish the TIN of the guardian.

4. For a **Trust Account that is not a legal or valid trust under state law,** give the name and SSN of the actual owner.

5. Limited Liability Company (LLC) - If a single-member LLC (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

6. For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.

7. For a **Valid Trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.

8. For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.

9. For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.

10. For a **Partnership or Multi-Member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

EXHIBIT A-17

Form 575-040-31
Right of Way - 06/09

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

NOTICE OF ELIGIBILITY

Dear

The Florida Department of Transportation is in the process of acquiring real property for the above referenced project in your area. We have determined you will be required to move from your dwelling located on the property being acquired to accommodate construction of this transportation facility.

This notice is to advise you of your eligibility for services and payments under the Relocation Assistance program. As a displaced person, you will receive advisory services and reimbursement for the actual, reasonable, and necessary costs incurred in moving your personal property to a replacement dwelling. You may also qualify for a replacement housing payment to assist your purchasing and/or renting of a replacement dwelling. Other forms detailing specific payment amounts will be provided to you in the near future.

As it is the Department's desire to provide assistance to you through the relocation process, we encourage you to speak with the Department's Relocation Agent assigned to help you. The agent is responsible for explaining the various payments and options available to you and will assist you at your convenience in answering questions, completing required forms and gathering necessary information.

NOTE: This notice is not directing you to immediately vacate the property. Your assigned agent will keep you informed of scheduled timeframes and, if necessary, provide you advance written notice specifying the date the property must be vacated.

If you have any questions contact our Relocation Assistance Office located at:

Sincerely,

District Right of Way Manager
By:

Receipt Acknowledged:_____ _____
Addressee Date

(1) Original to Property Owner/Tenant
(2) Copy to District Office Official Record File

EXHIBIT A-18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FORM 575-040-06
RIGHT OF WAY
04/03

STATEMENT OF ELIGIBILITY FOR SUPPLEMENTARY REPLACEMENT HOUSING PAYMENT FOR OWNER

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

This is to certify that being
displaced from the residence located at ,

☐ will not be eligible for replacement housing because

☐ will be eligible for a purchase additive amount not to exceed $ 0.00 in order to purchase a decent, safe, and sanitary dwelling as an owner who elects to purchase. In order to receive the full purchase additive amount, you must purchase a decent, safe, and sanitary dwelling costing at least $ 0.00

The above amount is based upon the difference between the value of the comparable replacement dwelling offered by the Department ($ 0.00) and the value of the acquired dwelling on a typical homesite as determined by the Department ($ 0.00). The value of the acquired dwelling on a typical homesite represents 0 % of the approved appraisal amount for your property, which is $ 0.00 . If the actual price of the acquired dwelling changes or the displacee purchases a replacement dwelling with a different value, the amount of the purchase additive eligibility may change. This eligibility amount is subject to change if comparable dwellings similar to the property to be acquired are no longer available.

The displacee may also be eligible, when applicable, for compensation of the loss of favorable financing on an existing mortgage in the financing of replacement housing and reimbursement for costs incidental to the purchase of a replacement dwelling. The displacee must purchase and occupy decent, safe and sanitary replacement housing within one year from the later of the date he/she receives this Statement of Eligibility or the date he/she receives payment for the property the Department is acquiring. In condemnation cases, this is the date funds are deposited with the court.

The benefits will not be available until acquisition of the property to be acquired by the Office of Right of Way is complete or, in the case of condemnation, the owner has signed such agreements as are required by the Department of Transportation.

Payments will not be made to persons who purchase a replacement dwelling until they occupy the dwelling and provide a closing statement or other acceptable documentation of the price paid for the replacement unit.

If you are eligible for a replacement housing payment, please see attached Form Number 575-040-05 for location and further information on comparable replacement dwelling(s) offered to you and calculation of replacement housing payment.

Signed: _____

Title:

Dated: _____

Receipt Acknowledged by _____

on the _____ day of _____ , _____

EXHIBIT A-19

FORM 575-040-09
RIGHT OF WAY - 04/03

In reply refer to:

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:
Initiation of Negotiations:

90-DAY LETTER OF ASSURANCE

Dear

As you are aware, the State of Florida Department of Transportation is in the process of acquiring right of way for the above-referenced project in your area. It has been determined that you, your family, your business or farm operation, or personal property you may own will need to be relocated from this real property which is needed for the construction of this transportation facility.

To ensure that you receive adequate time to relocate, the Department hereby assures that you will not be required to move from the subject property before at least ninety (90) days have elapsed from the date of receipt of this letter. This assurance applies to you, your family, your business or farm operation, or personal property you may own. Further, you will be given a written notice which will specify the actual date by which the property must be vacated and surrendered to the Department. You will receive this latter notice at least thirty (30) days prior to the date specified.

If you are a residential occupant and have not been offered a comparable replacement dwelling with this letter, you are further assured that you will not be required to move in less than 90 days from the date such a dwelling is made available to you.

It is the sincere desire of the Department to assist you in your relocation necessitated by this acquisition and to answer any questions you may have. Should you desire further information, our Relocation Assistance Office is located at

Sincerely,

District Right of Way Manager

By:

Receipt Acknowledged:_____ _____
Addressee Date

(1) Original to Property Owner/Tenant
(2) Acknowledged Copy to District Office Official Record File

EXHIBIT A-20

FORM 575-040-11
RIGHT OF WAY
04/03

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #: 05
STATE ROAD #:
COUNTY:
PARCEL #:

30-DAY NOTICE TO VACATE

Dear

By previous notice you have been advised that the Department would provide you with a written thirty (30) day notice of the specific date by which you must vacate and surrender possession of the subject property.

This is to advise that you will be required to vacate and surrender possession of the above referenced property on

Thank you for your continued cooperation.

Yours very truly,

District Right of Way Manager

By:

Receipt Acknowledged:_____ _____
Addressee Date

(1) Original to Property Owner/Tenant
(2) Copy to District Office Official Record File

EXHIBIT A-21

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION

575-040-13
RIGHT OF WAY
05/03

ITEM/SEGMENT #:
MANAGING DISTRICT:
F.A.P. #:
STATE ROAD #:
COUNTY:
PARCEL #:

DISPLACEE: ADDRESS:			**COMPARABLE NO.:**	
NUMBER BEING RELOCATED TO THIS UNIT:		DISPLACEE'S INCOME:		
ADDRESS OF PROPERTY:		LISTED BY:		
OWNER'S NAME & ADDRESS:	☐ SINGLE ☐ M/H ☐ MULTI ☐ OTHER	ADVERSE ENVIRONMENTAL FACTORS?		
ASKING PRICE:	RENTAL: MO.	% DOWN TO PURCHASE:	LOT SIZE:	☐ GARAGE ☐ CARPORT CAR(S)
TYPE OF NEIGHBORHOOD:	DISTANCE TO EMPLOYMENT:	DISTANCE TO TRANSPORTATION:		
DISTANCE TO SHOPPING:	DISTANCE TO SCHOOL ELEMENTARY: JR. HIGH: SR. HIGH:			
DISTANCE TO CHURCH OF CHOICE:	FAIR HOUSING ☐ YES ☐ NO	EXTERIOR APPURTENANCES:		

TOTAL FLOOR SPACE: SQ. FT. Total floor space includes all heated areas. In addition to habitable floor space, total floor space includes closets, baths, connecting corridors, pantries, if heated and considered part of the main body of the house.

TYPE OF CONSTRUCTION: ☐ BRICK ☐ FRAME ☐ CONCRETE BLOCK ☐ OTHER	AGE:	# BEDROOMS:	# BATHS:	# TOTAL ROOMS:

HOUSING CODE:
-IS PROPERTY COVERED BY A LOCAL HOUSING CODE? ..... ☐ YES ☐ NO
-DOES PROPERTY CONFORM TO CODE? ..... ☐ YES ☐ NO EXCEPTION LIST ATTACHED

ELECTRICITY:
-IS THERE A PROVISION FOR ARTIFICIAL LIGHTING IN EACH ROOM? ..... ☐ YES ☐ NO

HEATING AND AIR CONDITIONING:
-IS THERE AN ADEQUATE HEATING SYSTEM MAINTAINING A 70° TEMPERATURE?
GIVE TYPE: ..... ☐ YES ☐ NO
-IS INSPECTION BY A HEATING EXPERT NEEDED? ..... ☐ YES ☐ NO
-IS THERE AN AIR CONDITIONING SYSTEM? ..... ☐ YES ☐ NO
GIVE TYPE: _____ # OF UNITS: _____

WATER SUPPLY:
-IS THERE A CONTINUING AND ADEQUATE SUPPLY OF POTABLE SAFE WATER?
GIVE SOURCE: _____ ..... ☐ YES ☐ NO
-IF WELL OR CISTERN, WHEN WAS IT LAST TESTED? _____ RESULTS: _____

KITCHEN:
-DOES KITCHEN CONTAIN A SINK WITH HOT & COLD WATER FAUCETS IN WORKING CONDITION? ..... ☐ YES ☐ NO
-DOES KITCHEN HAVE UTILITY CONNECTIONS & SPACE FOR RANGE AND REFRIGERATOR? ..... ☐ YES ☐ NO

BATHROOM:
-IS BATHROOM WELL-LIGHTED, VENTILATED & AFFORDING PRIVACY? ..... ☐ YES ☐ NO
-DOES BATHROOM CONTAIN LAVATORY BASIN, FLUSH CLOSET, AND BATHTUB OR STALL SHOWER? ..... ☐ YES ☐ NO
-ARE FACILITIES CONNECTED TO: ☐ SEWER ☐ SEPTIC TANK? ..... ☐ YES ☐ NO

STRUCTURE:
-IS STRUCTURE SOUND, WEATHER TIGHT & IN GOOD REPAIR? ..... ☐ YES ☐ NO
-IS STRUCTURE ADEQUATELY MAINTAINED? ..... ☐ YES ☐ NO
-IS THERE MEANS TO EGRESS TO SAFE OPEN SPACE AT GROUND LEVEL? ..... ☐ YES ☐ NO
-IS STRUCTURE THREE OR MORE STORIES HIGH? ..... ☐ YES ☐ NO
IF YES, HAS TWO OR MORE EXITS TO SAFE OPEN AREA AT GROUND LEVEL ..... ☐ YES ☐ NO
-DOES STRUCTURE APPEAR TO MEET DECENT, SAFE AND SANITARY LIVING REQUIREMENTS? ..... ☐ YES ☐ NO
REMARKS:

I HEREBY CERTIFY THAT I HAVE PERSONALLY INSPECTED THE ABOVE DESCRIBED PROPERTY, AND THE PROPERTY APPEARS TO MEET ALL DECENT, SAFE AND SANITARY REQUIREMENTS. ☐ YES ☐ NO

ANY DETERMINATION MADE BY THE DEPARTMENT THAT A DWELLING MEETS STANDARDS FOR DECENT, SAFE AND SANITARY HOUSING IS MADE SOLELY FOR THE PURPOSES OF DETERMINING ELIGIBILITY FOR REPLACEMENT HOUSING PAYMENTS AND IS NOT A REPRESENTATION OR WARRANTY FOR ANY OTHER PURPOSE.

INFORMATION OBTAINED FROM:	AGENT'S SIGNATURE:	DATE:

I HEREBY CERTIFY THE ABOVE PROPERTY OCCUPIED AS OF _____

AGENT'S SIGNATURE _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REPLACEMENT HOUSING PAYMENT DETERMINATION
THREE COMPARABLES METHOD

OCCUPANT & ADDRESS:	ITEM/SEGMENT NO.:
	MANAGING DISTRICT:
	F.A.P. NO.:
	STATE ROAD NO.:
	COUNTY:
	PARCEL #:

DETERMINATION OF REPLACEMENT VALUE IS BASED ON THE FOLLOWING COMPARABLES WHICH ARE DECENT, SAFE AND SANITARY, FUNCTIONALLY EQUIVALENT AND SUBSTANTIALLY THE SAME AS THE ACQUIRED DWELLING, FAIR HOUSING (OPEN TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN), REASONABLY ACCESSIBLE TO PUBLIC SERVICES AND THE DISPLACEE'S PLACE OF EMPLOYMENT, IN AN EQUAL OR BETTER NEIGHBORHOOD WHICH IS NOT SUBJECT TO UNREASONABLY ADVERSE ENVIRONMENTAL FACTORS, AND IS CURRENTLY AVAILABLE ON THE OPEN MARKET WITHIN THE FINANCIAL MEANS OF THE DISPLACEE. (SEE ATTACHED COPIES OF FORM 575-040-13 "REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION," FOR EACH COMPARABLE LISTED BELOW.) IF NEEDED, THE DEPARTMENT WILL PROVIDE TRANSPORTATION TO DISPLACEE TO INSPECT THE REPLACEMENT DWELLINGS BEING OFFERED.

COMPARABLE NO. 1:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: $	MONTHLY RENTAL: $

COMPARABLE NO. 2:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: $	MONTHLY RENTAL: $

COMPARABLE NO. 3:

ADDRESS OR LOCATION:	DISTANCE FROM SUBJECT:
OWNER:	REALTOR:
ASKING PRICE: $	MONTHLY RENTAL: $

A. TENURE:

SUBJECT PROPERTY:	☐ OWNER	☐ TENANT	
REPLACEMENT PROPERTY:	☐ OWNER	☐ TENANT	☐ RETENTION
ELIGIBILITY BASED UPON:	☐ 90 DAYS	☐ 90 DAYS	
	☐ LESS THAN 90-DAY OCCUPANT		

B. SUBJECT PROPERTY VALUATION:

☐ APPRAISAL ..... $ _____
- ☐ PARTIAL TAKING ..... $ _____
- ☐ HIGHEST AND BEST USE ..... $ _____

☐ ECONOMIC RENT (MONTHLY) INCLUDING UTILITIES ..... $ _____
☐ ACTUAL RENT (MONTHLY) INCLUDING UTILITIES ..... $ _____
TOTAL MONTHLY INCOME x 30% ($ _____ x 30%) ..... $ _____
BASE MONTHLY RENTAL ..... $ _____

C. COMPARABLE VALUE ANALYSIS: PURCHASE ADDITIVE

BASED UPON CURRENT SELLING PRICE OF:
COMPARABLE NO. 1 ..... $ _____
COMPARABLE NO. 2 ..... $ _____
COMPARABLE NO. 3 ..... $ _____

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1)..... $ _____
LESS: SUBJECT PROPERTY VALUATION..... $ _____
EQUALS: AMOUNT OF PURCHASE ADDITIVE PAYMENT..... $ _____

D. COMPARABLE VALUE ANALYSIS: RENTAL ASSISTANCE

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:
COMPARABLE NO. 1 ..... $ _____
COMPARABLE NO. 2 ..... $ _____
COMPARABLE NO. 3 ..... $ _____

COMARABLE ANALYSIS FINDING (COMPARABLE NO. 1)..... $ _____
LESS: SUBJECT PROPERTY BASE MONTHLY RENTAL..... $ _____
EQUALS: RENT DIFFERENTIAL ..... $ _____
X 42
EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT ..... $ _____

E. DOWN PAYMENT COMPUTATION:

VALUE OF REPLACEMENT DWELLING..... $ _____
DOWN PAYMENT REQUIRED: _____ %
AMOUNT OF PAYMENT..... $ _____
(MORTGAGE AMOUNT _____; INTEREST RATE _____ %; # months _____)

I UNDERSTAND THAT THIS DETERMINATION OF A REPLACEMENT HOUSING PAYMENT IS TO BE USED IN CONNECTION WITH A DEPARTMENT TRANSPORTATION PROJECT AND I CERTIFY THAT I HAVE NO DIRECT OR INDIRECT, PRESENT OR CONTEMPLATED FUTURE PERSONAL INTEREST IN THIS PROPERTY OR IN ANY BENEFIT FROM THE ACQUISITION OF THIS PROPERTY.

	SIGNATURE	TITLE	DATE
SUBMITTED:	_____	_____	_____
REVIEWED:	_____	_____	_____
APPROVED:	_____	_____	_____

REMARKS: _____

EXHIBIT A-23

Rule 14-66, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PERSONAL PROPERTY INVENTORY

575-040-17
RIGHT OF WAY
05/03

☐ PRE-MOVE ☐ POST-MOVE

DISPLACEE NAME: _____

ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL: _____

DISPLACEMENT SITE ADDRESS:	REPLACEMENT SITE ADDRESS:

This list of personal property is submitted in support of move cost expenses estimated and/or claimed. The undersigned certifies that it accurately reflects personal property ☐ **to be moved** ☐ **actually moved** in connection with this subject location. Further, the displacee certifies that all bills, receipts, invoices, etc. reflect the actual reasonable cost(s) involved in moving this inventory, and/or the actual reasonable charges made for services.

QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

MOVING EXPENSE CALCULATION AND PAYMENT DETERMINATION

575-040-20
RIGHT OF WAY
OGC – 08/15

☐ BUSINESS
☐ FARM
☐ INDIVIDUAL OR FAMILY
☐ PERSONAL PROPERTY ONLY

CURRENT ADDRESS:

ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL #: _____

NEW LOCATION ADDRESS:

DISTANCE OF MOVE:

DESCRIPTION OF MERCHANDISE AND/OR SERVICE RENDERED:

A. COMMERCIAL MOVE/SELF MOVE/MOVING RELATED EXPENSES:
RECEIPTED BILLS/INVOICES..... TOTAL AMOUNT $ _____

B. SCHEDULE AMOUNT:
1. FURNISHED: 1 ROOM @$750 2 ROOMS @$900 3 ROOMS @$1075 4 ROOMS @$1250
5 ROOMS @$1400 6 ROOMS @$1550 7 ROOMS @$1600 8 ROOMS @$1850
PLUS NUMBER ADD'L ROOMS _____ X $300 = $ _____
2. UNRNISHED: 1 ROOM @$500
PLUS NUMBER ADD'L ROOMS _____ X $150 = $ _____
3. COMBINATION: BEGIN WITH UNFURNISHED USING ABOVE APPROPRIATE AMOUNTS = $ _____
PLUS NUMBER FURNISHED ROOMS _____ X $150 = $ _____

C. ESTIMATE BY: ☐ COMMERCIAL MOVER OR ☐ DOT:
MAN HOURS _____ X RATE PER MAN HOURS $ _____ = $ _____
TYPE OF VEHICLE _____
OF HRS. _____ X RATE PER VEHICULAR HR. $ _____ = $ _____
C W T _____ @ $ _____ = $ _____
SUBCONTRACTED SERVICES: _____ = $ _____
_____ = $ _____
_____ = $ _____

D. DIR LOSS/SUB PROP/BULK-LOW VAL:
1. REPLACEMENT COST OF PERSONAL PROPERTY ..... = $ _____
2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY ..... = $ _____
MOVE ALLOWANCE IF LESS THAN "C" ABOVE..... = $ _____
(BUSINESS DISCONTINUED):
1. DEPRECIATED VALUE OF PROPERTY IN PLACE ..... = $ _____
2. NET PROCEEDS FROM SALE OF PERSONAL PROPERTY ..... = $ _____
MOVE ALLOWANCE IF LESS THAN "C" ABOVE ..... = $ _____

E. ADVERTISING SIGNS:
1. ESTIMATED COST TO MOVE (FROM SECTION "C" ABOVE) ..... = $ _____
2. DEPRECIATED REPRODUCTION COST, LESS SALE PROCEEDS, IF APPLICABLE ..... = $ _____
ALLOWANCE IF SIGN IS NOT MOVED ..... = $ _____

F. FIX PAYMENT IN LIEU OF MOVE COST ($40,000 LIMIT)
NET EARNINGS FOR 2 YEARS PRECEDING TAXABLE YEAR BUSINESS IS RELOCATED:
_____ $ _____
_____ $ _____
TOTAL $ _____
AVERAGE $ _____

LESS THAN 2 YEARS OPERATION (WITHIN 2 TAXABLE YEARS PERIOD):
NET EARNINGS: $ _____
DIVIDED BY MONTHS _____
EQUALS $ _____ X 12
EQUALS TOTAL $ _____

G. SEARCH EXPENSES ($2,500 LIMIT)
1. TRANSPORTATION AND MEALS ..... = $ _____
2. LODGING AWAY FROM HOME ..... = $ _____
3. TIME SPENT SEARCHING (REASONABLE SALARY) ..... = $ _____
4. FEES PAID TO REAL ESTATE AGENT/BROKER ..... = $ _____

H. REESTABLISHMENT EXPENSES ($25,000 LIMIT)
1. REPAIRS, MODIFICATION ..... = $ _____
2. UTILITIES ..... = $ _____
3. INCREASED OPERATING COSTS ..... = $ _____
4. OTHER ..... = $ _____

STORAGE CHARGES $ _____ TOTAL AMOUNT OF MOVE CLAIM $ _____

THE UNDERSIGNED CERTIFY THAT MOVING COSTS INCLUDE: DISMANTLING, DISCONNECTING, CRATING, LOADING, TRANSPORTING, UNLOADING, RECONNECTING, AND REINSTALLING OF PERSONAL PROPERTY, INCLUDING SERVICE CHARGES IN CONNECTION THEREWITH, IF APPLICABLE, EXCLUSIVE OF THE COST OF ANY ADDITIONS, IMPROVEMENTS, ALTERATIONS OR OTHER PHYSICAL CHANGES IN OR TO ANY STRUCTURE AT THE NEW LOCATION.

RELOCATEE SIGNATURE REQUIRED FOR FDOT ESTIMATE _____

SUBMITTED BY: _____ _____ _____

APPROVED BY: _____ _____ _____
SIGNATURE TITLE DATE

EXHIBIT A-25

Rule 14-66.007, F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

575-040-14
RIGHT OF WAY
OGC – 09/20

APPLICATION AND CLAIM FOR REPLACEMENT HOUSING PAYMENT

Displacee Address: _____
Make Warrant Payable to: _____
_____

Warrant Amount: _____

ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL: _____

The undersigned, herein referred to as Claimant regardless of number, hereby makes application for replacement housing payment authorized by the Department of Transportation, State of Florida, County of _____, to wit in support of said application claimant, after first being duly sworn, deposed and says:

1. Claimant certifies that he/she is a legal resident of the United States, and upon Department request can provide documentation verifying legal residency.

2. That claimant ☐ owned and occupied ☐ rented and occupied the above referred to property for not less than ☐ 90 days prior to the initiation of negotiations by the State of Florida Department of Transportation for the acquisition of said property.

3. That claimant was required to move from the aforesaid property on _____, and purchased or rented a replacement dwelling on _____. The replacement dwelling located at _____ was occupied on _____.

4. That claimant believes and is satisfied that said dwelling meets the requirements of being decent, safe and sanitary.

5. That the total number of persons, including claimant, displaced by the acquisition of the former dwelling by the State of Florida, Department of Transportation is _____.

6. Claimant requests that the payment in the amount of _____, applied for herein be made to (check one) ☐ claimant ☐ other (if payment is to be made to a person or persons other than claimant, the name and address of said payee should be written in space provided below and the explanation for payment given).

_____
_____

7. That claimant will permit representatives of the State of Florida Department of Transportation to inspect the replacement dwelling at reasonable times.

8. Claimant agrees the amount of any settlement or final judgment rendered in claimant's behalf in any condemnation proceeding shall be reduced so ____%[1] of the final settlement or judgment amount for your property plus the replacement housing payment (RHP) herein claimed does not exceed $ _____.[2] Claimant hereby understands and agrees the amount reduced from any settlement or final judgment cannot be more than the total amount of the RHP claimed.

9. This Claim will be reviewed for approval of payment within ten (10) working days of receipt by the Department at its office located at:

_____
_____

_____
D.O.T. AGENT

_____
Claimant Signature

STATE OF FLORIDA
COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, _____, by _____.

_____
Signature of Notary Public – State of Florida

☐ Personally Known OR ☐ Produced Identification:

_____
(Type of Identification Produced)

_____
Print, Type, or Stamp Commissioned Name of Notary Public

[1] (Enter the percentage of the total appraised amount equal to the computed carve-out. If there is no carve-out, enter 100%.)

[2] (Enter the lesser of the cost of the number one comparable identified in the original Replacement Housing Payment Determination/Three Comp Method or the replacement dwelling selected.)

EXHIBIT A-26

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

APPLICATION AND CLAIM FOR REIMBURSEMENT OF MOVING COSTS

575-040-23
RIGHT OF WAY
04/03

☐ PERSONAL PROPERTY ONLY	ITEM/SEGMENT NO.:
☐ INDIVIDUAL OR FAMILY	MANAGING DISTRICT:
☐ BUSINESS	F.A.P. NO.:
☐ FARM	STATE ROAD NO.:
☐ NONPROFIT	COUNTY:
	PARCEL #:

CLAIM TYPE APPLIED FOR:	AMOUNT APPLIED FOR:
☐ COMMERCIAL MOVE	$ _____
☐ MOVING RELATED EXPENSES	$ _____
☐ SCHEDULE MOVE COSTS	$ _____
☐ SELF MOVE	$ _____
☐ DIR LOSS/SUB PROP/BULK-LOW VAL	$ _____
☐ SEARCH EXPENSES	$ _____
☐ FIX PAYMENT IN LIEU OF MOVE CST	$ _____
☐ REESTABLISHMENT EXPENSES	$ _____
☐ MOVE COST ESTIMATES	$ _____
TOTAL AMOUNT CLAIMED	$ _____
TOTAL AMOUNT ALLOWED	$ _____
DIFFERENCE	$ _____

PARCEL VACATE DATE _____ Relocation services complete with this claim? ☐ YES ☐ NO	Subject Address: _____
ADVANCED PAYMENT? ☐ YES ☐ NO	
SUIT STYLE: _____ DOT File # _____	Replacement Address: _____
LEASE/STORAGE FROM _____ TO _____	

MAKE CHECK PAYABLE TO _____

I HEREBY CERTIFY:

A. CLAIMANT CERTIFIES THAT HE/SHE IS A LEGAL RESIDENT OF THE UNITED STATES, AND UPON DEPARTMENTAL REQUEST CAN PROVIDE DOCUMENTATION VERIFYING LEGAL RESIDENCY.

B. THE ABOVE INFORMATION AND ALL OTHER INFORMATION SUBMITTED HEREWITH IS TRUE AND CORRECT AND ACCURATELY REFLECT MOVING SERVICES ACTUALLY PERFORMED;

C. THAT NO REIMBURSEMENT OR COMPENSATION HAS BEEN RECEIVED FOR THE AMOUNT OF THIS CLAIM OR ANY PART THEREOF; AND NONE IS CLAIMED OTHER THAN THE CLAIM HEREIN; AND

D. IF AN IN LIEU OF CLAIM IS SELECTED, THE CLAIMANT HAS NOT, NOR DOES HE/SHE INTEND TO AMEND OR REVISE THE INCOME TAX RETURNS SUBMITTED HEREWITH; AND FURTHER CERTIFIES THAT THE CLAIMANT HAS NOT RECEIVED NOTICE OR OTHER INDICATION THAT SAID RETURNS ARE OR MAY BE INCORRECT.

E. IF ADVANCE PAYMENT IS MADE PRIOR TO THE MOVE, THE CLAIMANT WILL COMPLY WITH FDOT RIGHT OF WAY RELOCATION PROCEDURE 575-000-000, SECTION 9.3, PAYMENT FOR MOVING AND RELATED EXPENSES, IN THE MOVING OF PERSONALTY FROM THE ACQUIRED PROPERTY. I FURTHER CERTIFY THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR ITEMS LISTED ON THIS CLAIM.

F. THAT THIS PAYMENT SATISFIES ALL CLAIMS FOR REIMBURSEMENT FOR ITEMS, OR PARTS OF ITEMS, AS THEY ARE LISTED IN THIS CLAIM;

G. CLAIMANT HAS BEEN ADVISED THEIR CLAIM WILL BE REVIEWED FOR APPROVAL OF PAYMENT WITHIN 10 WORKING DAYS OF RECEIPT BY THE DEPARTMENT AT ITS OFFICE LOCATED AT: _____

CLAIMANT NAME _____

CLAIMANT SIGNATURE _____ DATE _____

ADDRESS _____

I HEREBY CERTIFY:
☐ THE PERSONAL PROPERTY HAS BEEN REMOVED, OR WORK HAS BEEN COMPLETED, AS STATED.
☐ THE CLAIMANT IS ELIGIBLE FOR RELOCATION MOVING EXPENSES CLAIMED.
SUBMITTED _____ DATE _____
D.O.T. AGENT SIGNATURE

REVIEWED: _____ _____ _____
SIGNATURE TITLE DATE

APPROVED: _____ _____ _____
SIGNATURE TITLE DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DIRECT PAYMENT AGREEMENT

575-040-22
RIGHT OF WAY
05/03

ITEM/SEGMENT #: _____
MANAGING DISTRICT: _____
F.A.P. #: _____
STATE ROAD #: _____
COUNTY: _____
PARCEL #: _____

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____ , _____ BY AND BETWEEN (DISPLACEE) _____, LOCATED AT _____, AND (MOVER/VENDOR) _____, WHOSE ADDRESS IS _____, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

PRIOR TO, OR UPON SUBMISSION OF, AN ITEMIZED BILL FROM THE MOVER/VENDOR FOR SERVICES RENDERED (PLEASE SPECIFY): _____

_____

THE DISPLACEE WILL EXECUTE A CLAIM PREPARED BY THE DEPARTMENT. THE DEPARTMENT WILL PROCESS THE CLAIM AND A STATE WARRANT WILL BE ISSUED IN THE NAME OF THE MOVER/VENDOR, USUALLY WITHIN FOUR (4) TO SIX (6) WEEKS FROM EXECUTION OF THE CLAIM BY THE DISPLACEE. PAYMENT WILL BE MADE AFTER WORK IS COMPLETED TO THE SATISFACTION OF THE DISPLACEE AND THE DEPARTMENT.

_____
DISPLACEE'S SIGNATURE

_____
MOVER/VENDOR'S SIGNATURE

APPROVED BY:

_____
SIGNATURE/TITLE, FDOT

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Port Orange 1000 City Center Circle Port Orange, Florida 32129	449770-1-48-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: 2024-2025 (LAP)	$ 222,000.00	$ 22,200.00	$ 0.00	$ 199,800.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 222,000.00	$ 22,200.00	$ 0.00	$ 199,800.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 222,000.00	$ 22,200.00	$ 0.00	$ 199,800.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$199,800.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

CITY OF PORT ORANGE
S.R. 421 (DUNLAWTON AVE.)
PURPOSE: RIGHT-OF-WAY
ESTATE: PERPETUAL EASEMENT

LEGAL DESCRIPTION

A PORTION OF TRACT 3A, THE PINES, PLAT BOOK 42, PAGE 16, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7888, PAGE 731, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LYING IN SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND NAIL AND DISC STAMPED "LB4335", MARKING THE EASTERLY CORNER OF TRACT 3A, THE PINES, PLAT BOOK 42, PAGE 16, PUBLIC RECORDS OF VOLUSIA COUNTY, AND LYING ON THE EXISTING SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 483 (CLYDE MORRIS BOULEVARD)(RIGHT OF WAY VARIES), AS SHOWN ON SAID PLAT BOOK 42, PAGE 16, ALSO BEING A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET (CHORD BEARING = NORTH 57°41'42" EAST, CHORD DISTANCE = 13.81 FEET); THENCE ALONG SAID CURVE AND SAID EXISTING RIGHT OF WAY 13.81 FEET; THENCE SOUTH 33°33'53"WEST, A DISTANCE OF 16.59 FEET; THENCE NORTH 51°00'31"WEST, A DISTANCE OF 72.17 FEET; THENCE NORTH 42°46'23"WEST, A DISTANCE OF 55.65 FEET; THENCE NORTH 42°43'07"WEST, A DISTANCE OF 50.99 FEET; THENCE NORTH 47°16'53"EAST, A DISTANCE OF 5.18 FEET TO SAID EXISTING SOUTHERLY RIGHT OF WAY; THENCE SOUTH 45°03'31"EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY, A DISTANCE OF 39.40 FEET TO SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET (CHORD BEARING = SOUTH 51°04'21" EAST, CHORD DISTANCE = 136.20 FEET); THENCE ALONG SAID CURVE AND SAID EXISTING SOUTHERLY RIGHT OF WAY A DISTANCE OF 136.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 1854 SQUARE FEET, MORE OR LESS.

SEE SHEET 2-3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CITY OF PORT ORANGE

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 421 — VOLUSIA COUNTY

	BY	DATE
DRAWN	JCS	10/22/24
CHECKED	JCS	12/02/24

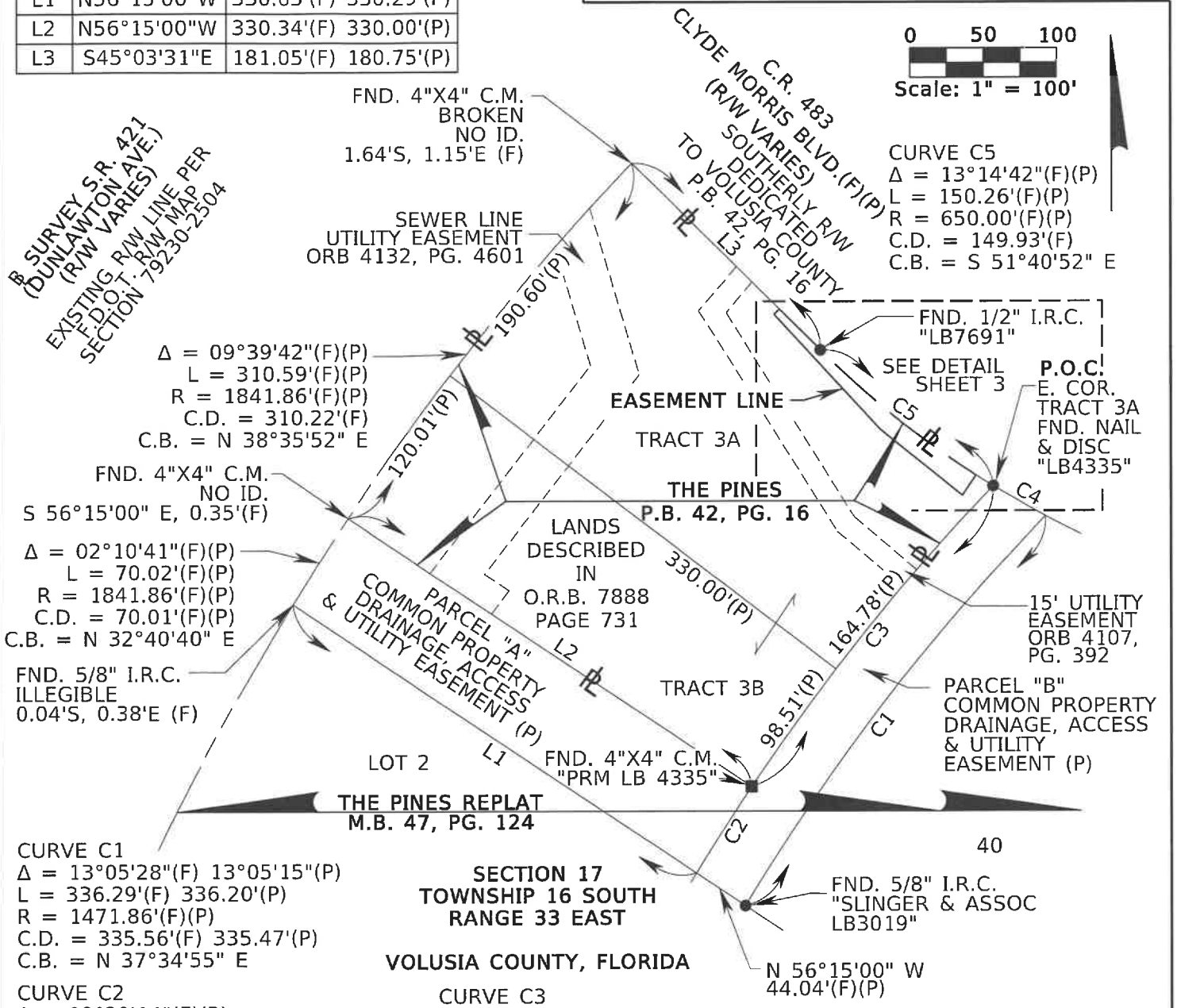
PREPARED BY: ECHO UES, INC.

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

F.D.O.T. F.P. 449770-1 — SECTION 79230-2504 — SHEET 1 OF 4

CITY OF PORT ORANGE
S.R. 421 (DUNLAWTON AVE.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N56°15'00"W	330.63'(F) 330.29'(P)
L2	N56°15'00"W	330.34'(F) 330.00'(P)
L3	S45°03'31"E	181.05'(F) 180.75'(P)



CURVE C1
Δ = 13°05'28"(F) 13°05'15"(P)
L = 336.29'(F) 336.20'(P)
R = 1471.86'(F)(P)
C.D. = 335.56'(F) 335.47'(P)
C.B. = N 37°34'55" E

CURVE C2
Δ = 02°39'14"(F)(P)
L = 70.02'(F) 70.03'(P)
R = 1511.86'(F)(P)
C.D. = 70.02'(F)(P)
C.B. = N 32°26'07" E

SECTION 17
TOWNSHIP 16 SOUTH
RANGE 33 EAST

VOLUSIA COUNTY, FLORIDA

CURVE C3
Δ = 09°58'51"(F) 09°58'41"(P)
L = 263.36'(F) 263.29'(P)
R = 1511.86'(F)(P)
C.D. = 263.03'(F) 262.96'(P)
C.B. = N 38°45'09" E

CURVE C4
Δ = 03°38'07"(F) 03°38'05"(P)
L = 41.42'(F) 41.23'(P)
R = 650.00'(F)(P)
C.D. = 41.23'(F)
C.B. = S 60°07'16" E

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CITY OF PORT ORANGE

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 421 — VOLUSIA COUNTY

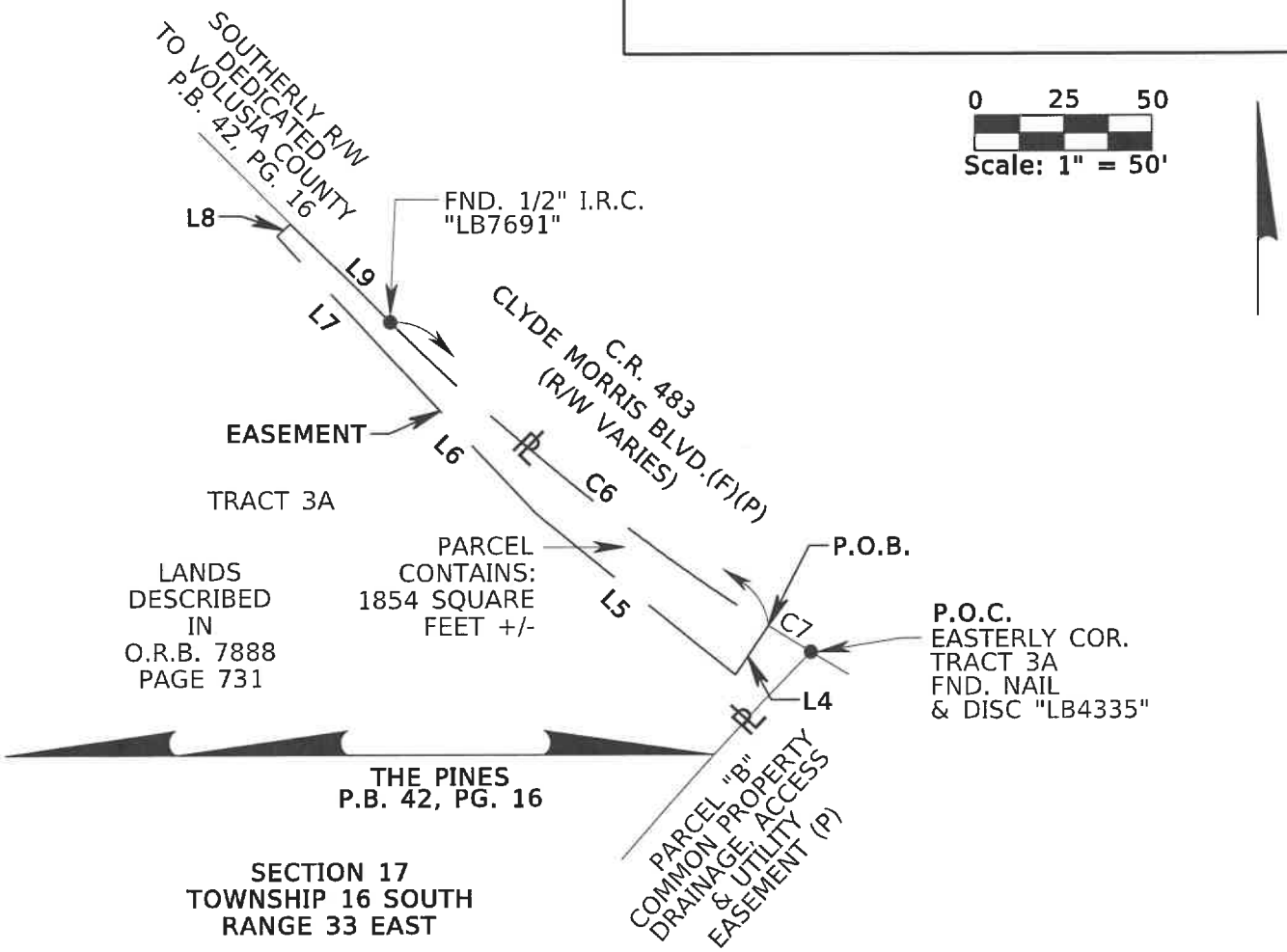
	BY	DATE
DRAWN	JCS	10/22/24
CHECKED	JCS	12/02/24

PREPARED BY: ECHO UES, INC.

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

F.D.O.T. F.P. 449770-1 — SECTION 79230-2504 — SHEET 2 OF 4

CITY OF PORT ORANGE
S.R. 421 (DUNLAWTON AVE.)



SECTION 17
TOWNSHIP 16 SOUTH
RANGE 33 EAST

VOLUSIA COUNTY, FLORIDA

CURVE C6
Δ = 12°01'40"
L = 136.45'
R = 650.00'
C.D. = 136.20'
C.B. = S51°04'21"E

CURVE C7
Δ = 01°13'02"
L = 13.81'
R = 650.00'
C.D. = 13.81'
C.B. = N57°41'42"W

LINE TABLE		
LINE	BEARING	DISTANCE
L4	S33°33'53"W	16.59'
L5	N51°00'31"W	72.17'
L6	N42°46'23"W	55.65'
L7	N42°43'07"W	50.99'
L8	N47°16'53"E	5.18'
L9	S45°03'31"E	39.40'

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CITY OF PORT ORANGE

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 421 — VOLUSIA COUNTY

	BY	DATE
DRAWN	JCS	10/22/24
CHECKED	JCS	12/02/24

PREPARED BY: ECHO UES, INC.

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

F.D.O.T. F.P. 449770-1 — SECTION 79230-2504 — SHEET 3 OF 4

CITY OF PORT ORANGE
S.R. 421 (DUNLAWTON AVE.)

LEGEND:

AVE.	=	AVENUE
℄	=	BASELINE
BLVD.	=	BOULEVARD
COR.	=	CORNER
C.B.	=	CHORD BEARING
C.D.	=	CHORD DISTANCE
C.M.	=	CONCRETE MONUMENT
C.R.	=	COUNTY ROAD
(F)	=	FIELD DATA
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FND.	=	FOUND
F.N.D.	=	FOUND NAIL AND DISK
F.P.	=	FINANCIAL PROJECT
ID	=	IDENTIFICATION
I.R.C.	=	IRON ROD AND CAP
LB	=	LICENSED BUSINESS
L	=	LENGTH
M.B.	=	MAP BOOK
NAD83	=	NORTH AMERICAN DATUM OF 1983
NO.	=	NUMBER
O.R.B.	=	OFFICAL RECORDS BOOK
ℙ	=	PROPERTY LINE
(P)	=	PLAT DATA
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.C.	=	POINT OF COMMENCEMENT
PSM	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS
R/W	=	RIGHT OF WAY
S.R.	=	STATE ROAD
Δ	=	DELTA
———	=	EASEMENT LINE

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH R/W LINE OF COUNTY ROAD 483 (CLYDE MORRIS BLVD.) AS BEING SOUTH 45°03'31" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.

2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.

3. PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2140-2806546, DATED 08/27/2024.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE: 12/04/2024

JOSEPH C. STUKEY, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6514

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2-3 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE

CITY OF PORT ORANGE

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 421 — VOLUSIA COUNTY

	BY	DATE
DRAWN	JCS	10/22/24
CHECKED	JCS	12/02/24

PREPARED BY: ECHO UES, INC.

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

F.D.O.T. F.P. 449770-1 — SECTION 79230-2504 — SHEET 4 OF 4

CITY OF PORT ORANGE
S.R. 421 (DUNLAWTON AVE.)
PURPOSE: RIGHT-OF-WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 6, SECTION 9, TOWNSHIP 16 SOUTH, RANGE 33 EAST, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2227, PAGE 579, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A PARTIALLY BROKEN 4" BY 4" CONCRETE MONUMENT, WITH ILLEGIBLE STAMPING, MARKING THE NORTHWEST CORNER OF SLEEPY HOLLOW SUBDIVISION UNIT II, PLAT BOOK 34, PAGE 131, WHICH LIES ON THE EAST LINE OF GOVERNMENT LOT 6, SECTION 9, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00°13'28"WEST, ALONG SAID EAST LINE, A DISTANCE OF 677.06 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE SOUTH 89°35'25"WEST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6, A DISTANCE OF 762.06 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY OF STATE ROAD 421 (DUNLAWTON AVENUE) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79190-2513 AND A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1809.86 FEET (CHORD BEARING = SOUTH 51°22'40"WEST, CHORD DISTANCE 292.98 FEET); THENCE ALONG SAID CURVE AND SAID EXISTING NORTHERLY RIGHT OF WAY A DISTANCE OF 293.30 FEET; THENCE SOUTH 56°01'13"WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY, A DISTANCE OF 101.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 56°01'13"WEST, ALONG SAID EXISTING NORTHERLY RIGHT OF WAY, A DISTANCE OF 10.00 FEET TO THE EXISTING EASTERLY RIGHT OF WAY OF STATE ROAD 5A (SOUTH NOVA ROAD), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79190-2513; THENCE NORTH 26°02'36"WEST, ALONG SAID EXISTING EASTERLY RIGHT OF WAY, A DISTANCE OF 10.10 FEET; THENCE SOUTH 74°41'41" EAST, A DISTANCE OF 13.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 50 SQUARE FEET, MORE OR LESS.

SEE SHEET 2-3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CITY OF PORT ORANGE

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 421 — VOLUSIA COUNTY

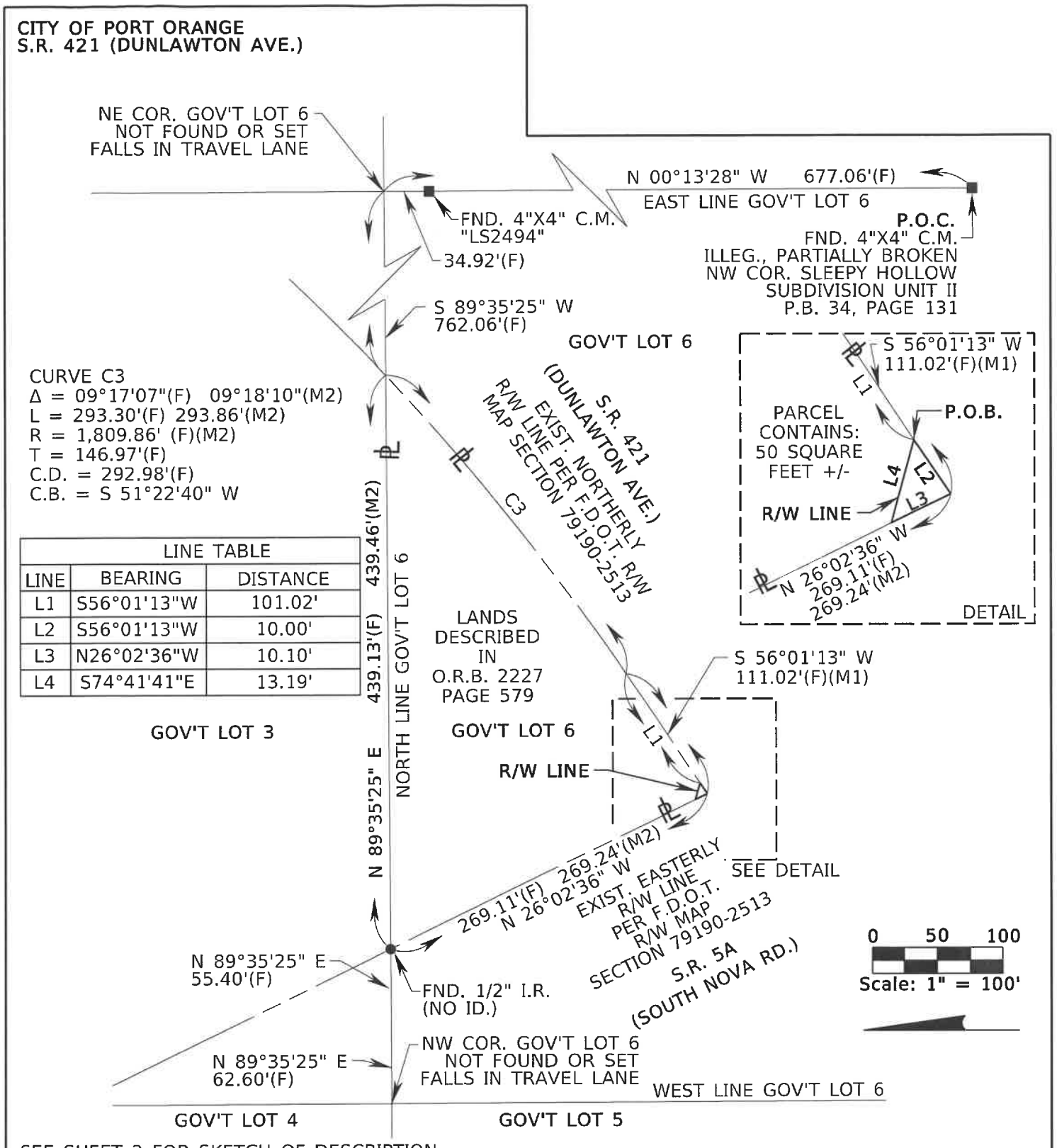
	BY	DATE
DRAWN	JCS	10/22/24
CHECKED	JCS	12/02/24

PREPARED BY: ECHO UES, INC.

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

F.D.O.T. F.P. 449770-1 — SECTION 79230-2504 — SHEET 1 OF 3

CITY OF PORT ORANGE
S.R. 421 (DUNLAWTON AVE.)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S56°01'13"W	101.02'
L2	S56°01'13"W	10.00'
L3	N26°02'36"W	10.10'
L4	S74°41'41"E	13.19'

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SECTION 9, TOWNSHIP 16 SOUTH, RANGE 33 EAST

REVISION	BY	DATE

CITY OF PORT ORANGE

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 421 — VOLUSIA COUNTY

	BY	DATE
DRAWN	JCS	10/22/24
CHECKED	JCS	12/02/24

PREPARED BY: ECHO UES, INC.

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

F.D.O.T. F.P. 449770-1 | SECTION 79230-2504 | SHEET 2 OF 3

CITY OF PORT ORANGE
S.R. 421 (DUNLAWTON AVE.)

LEGEND:

AVE.	=	AVENUE
COR	=	CORNER
C.B.	=	CHORD BEARING
C.D.	=	CHORD DISTANCE
C.M.	=	CONCRETE MONUMENT
EXIST.	=	EXISTING
(F)	=	FIELD DATA
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FND.	=	FOUND
F.P.	=	FINANCIAL PROJECT
GOV'T	=	GOVERNMENT
ID.	=	IDENTIFICATION
ILLEG.	=	ILLEGIBLE
I.R.	=	IRON ROD
L	=	LENGTH
(M1)	=	F.D.O.T. R/W MAP SECTION 79230-2504
(M2)	=	F.D.O.T. R/W MAP SECTION 79190-2513
NAD83	=	NORTH AMERICAN DATUM OF 1983
NO.	=	NUMBER
O.R.B.	=	OFFICAL RECORDS BOOK
P.L.	=	PROPERTY LINE
P.B.	=	PLAT BOOK
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PSM	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS
RD.	=	ROAD
R/W	=	RIGHT OF WAY
S.R.	=	STATE ROAD
T	=	TANGENT
Δ	=	DELTA
— — — —	=	R/W LINE

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF GOVERNMENT LOT 6, SECTION 9, TOWNSHIP 16 SOUTH, RANGE 33 EAST AS BEING NORTH 89°35'25" EAST, BASED ON NAD83, 2011 ADJUSTMENT STATE PLANE COORDINATES, FLORIDA EAST ZONE.

2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY, NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.

3. PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2140-2806543, DATED 09/03/2024.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE: 12/04/2024

JOSEPH C. STUKEY, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6514

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE

CITY OF PORT ORANGE

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

VOLUSIA COUNTY

	BY	DATE
DRAWN	JCS	10/22/24
CHECKED	JCS	12/02/24

PREPARED BY: ECHO UES, INC.

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

F.D.O.T. F.P. 449770-1 SECTION 79230-2504 SHEET 3 OF 3

BARFIELD
GROUP

April 15, 2026

City of Port Orange Purchasing Division
Attn: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Poolman:

As requested, this letter provides certification that our current hourly wage rate for Real Estate Acquisition and Appraisal Services is $190.00. This rate is applicable to only these services that we personally provide. Our hourly rate for litigation support services is $225.00.

For those applicable services that will need to be provided by supporting subconsultants, proposals will be obtained and provided to the City for each of those services which are determined to be needed for completion of each specific project.

Please let me know if there are any questions.

Thank you,

Edwin R. Barfield, SR/WA

3165 McCrory Place • Suite 172 • Orlando, Florida • 32803 • p: 407-893-5759 • f: 407-705-3934

BOWMAN CONSULTING GROUP

Port Orange Rate Table	Hourly Rate
Administrative Assistant	$85.00
Title Agent	$105.00
Sr. Title Agent	$112.00
ROW Agent	$120.00
Sr. ROW Agent	$140.00
Project Manager	$185.00
Appraiser	$275.00

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (B6c) Approval of Task Authorization No. 10 to Paul Culver Construction, Inc. for Causeway Park Pavilions

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 10 with Paul Culver Construction, Inc. for an amount not to exceed $120,400.00, for the replacement of three (3) pavilions at Causeway Park with three (3) 12' x 12' pavilions, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Staff is requesting Task Authorization No. 10 for Paul Culver Construction under the small construction projects contract. This contract is to replace the three pavilions at Causeway Park with three 12' x 12' steel pavilions. The existing pavilions have experienced significant structural deterioration due to prolonged exposure to weather and salt water, resulting in extensive rust and corrosion of metal components.

The amount is not to exceed $120,400 and is included in the Parks & Recreation FY26 Capital Outlay budget.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver Construction, Inc. Task	Paul Culver Construction, Inc. Task

	Authorization No. 10 - Causeway Park Pavillions	Authorization No. 10 - Causeway Park Pavillions.pdf
2.	Port Orange Causeway Pavillions	Port Orange Causeway Pavillions.pdf
3.	PCC COI - City of Port Orange	PCC COI - City of Port Orange.pdf
4.	Paul Culver Construction HTA (1)	Paul Culver Construction HTA (1).pdf
5.	EXECUTED Paul Culver CA8361 RFP 24-01	EXECUTED Paul Culver CA8361 RFP 24-01.pdf
6.	Paul Culver Renewal 1 CA8361	Paul Culver Renewal 1 CA8361.pdf

Jennifer Cox	Created/Initiated - 04/10/2026
Susan Lovallo	Approved - 04/21/2026
Sue Wang	Approved - 04/21/2026
Matthew Jones	Approved - 04/24/2026
Wayne Clark	Final Approval - 04/24/2026

TASK AUTHORIZATION NO. 10
Standard Contract for Services
for General Contracting Services for Small Projects
dated March 5, 2025,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide the replacement of three (3) pavilions at Causeway Park with three (3) 12' x 12' steel pavilions, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than **90 days** from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **$120,400.00.** All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____ By: _____

Printed Name: _____ Paul K. Culver, President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

April 9,2026

Kevin Sweat
City of Port Orange, Fl.

RE: The Causeway Pavilion Replacememt

Dear Kevin,

Thank you for extending the opportunity to Paul Culver Construction, Inc., for the opportunity to provide a proposal for the replacement of the three Pavilions at the Causeway off Dunlawton Bridge.

We have visited the site to familiarize ourselves with the property. In accordance with the above, we propose providing all Labor, Material, Equipment, Tools, Taxes, Insurance & Permits necessary to complete construction of the referenced project for a lump sum price of **ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED DOLLARS & 00/100 ($120,400.00)** as follows:

General Conditions **$ 3,000**

- Supervision & Project Management for the duration of the project.
- General Liability & Workers Compensation Insurance.
- CPM Construction Schedule.
- Phone, Fax, Computers.
- Document Reproduction.
- Porto lets & Dumpsters.
- Equipment & Tools.
- Site Safety/PPE/First Aid.
- Ice/Water/Cups.
- Daily Clean-up.
- Final Clean-up.

Demolition **$ 2,500**

- Remove **(3) 12' X 12'** Existing steel roof shelters including the Structural frames.
- Remove **(3) 12' x 12'** Existing slabs including the existing perimeter footers, and column footers.
- Remove all Debris from site and recycle all materials at proper recycling facilities.

Concrete Slabs **$ 14,900**

- Furnish and Install **(6) 24" x 24" x 48"** deep Footers with **(8) #5** Rebar reinforcement cage with Stirrups.
- Furnish and Install **(6)** Steel columns 6" below grade on poured footers ready for slab pour.
- Furnish and Install **(3) 12' x 12'** Concrete pads with **12" x 12"** Thickened edge on all four sides.
- Furnish and Install **(1)** Continuous **#5** rebar centered at **12"** thickened edge, and **3"** above grade.
- Furnish a broom finish to all three slabs with tooled edges picture framed.

201 Osceola Ave.
Daytona Beach, FL 32119
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

K. Sweat
4/9/2026
Page 2

Canopy Structure **$ 84,800**

- Furnish and Install **(3) 12' x 12'** Steel two post Shelters **Model #TS-SQ12-2P-04**
- Furnish all Structural steel with Galvanized steel, Powder coated for additional longevity against salt.
- Furnish and Install Full Assemblies of the **(3)** Structures with all Stainless-Steel Fasteners.
- Furnish and Install **(648)** Square feet of Standing seam Aluminum roofing with Stainless-Steel Fasteners.
- Furnish and Install all Aluminum Drip edge, Closures, Ridge caps, and peak cap matching color to roof panels.
- Furnish and Install Rubber isolation between the steel structure and the Aluminum roofing to prevent electrolysis.

Sub-Total:	**$ 105,200**
Overhead & Profit:	**$ 15,200**
Grand Total:	**$ 120,400**

Paul Culver Construction, Inc. and all our Subcontractors will maintain General Liability Insurance and Workers Compensation Insurance as required by Florida Construction laws for the duration of this project. Paul Culver Construction, Inc. and our Subcontractors will also be required to sign releases of lien upon receipt of any monies for services rendered. We have included allowances for the items noted and will provide submittals for your approval for all material included in this proposal. Any upgrades from the materials included in the allowances will be submitted as a request for a change order prior to implementation of the work. Please indicate your acceptance of this proposal by signing and dating in the space provided below and returning a copy of this agreement to my attention at paul@paulculverconstruction.com.

See COPO Task Authorization No. 10 Page 3

Accepted By: _____ Date: _____

Upon receipt of this Agreement, we will proceed with preparing a CPM Schedule for your review. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully,

Paul Culver
President

Prepared by
Richard Daniels
Project Manager

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

April 9,2026

Kevin Sweat
City of Port Orange, Fl.

RE: The Causeway Pavilion Replacememt

Dear Kevin,

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We have visited the site to familiarize ourselves with the property. In accordance with the above, we propose providing all Labor, Material, Equipment, Tools, Taxes, Insurance & Permits necessary to complete construction of the referenced project for a lump sum price of **ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED DOLLARS & 00/100 ($120,400.00)** as follows:

General Conditions **$ 3,000**

- Supervision & Project Management for the duration of the project.
- General Liability & Workers Compensation Insurance.
- CPM Construction Schedule.
- Phone, Fax, Computers.
- Document Reproduction.
- Porto lets & Dumpsters.
- Equipment & Tools.
- Site Safety/PPE/First Aid.
- Ice/Water/Cups.
- Daily Clean-up.
- Final Clean-up.

Demolition **$ 2,500**

- Remove **(3) 12' X 12'** Existing steel roof shelters including the Structural frames.
- Remove **(3) 12' x 12'** Existing slabs including the existing perimeter footers, and column footers.
- Remove all Debris from site and recycle all materials at proper recycling facilities.

Concrete Slabs **$ 14,900**

- Furnish and Install **(6) 24" x 24" x 48"** deep Footers with **(8) #5** Rebar reinforcement cage with Stirrups.
- Furnish and Install **(6)** Steel columns 6" below grade on poured footers ready for slab pour.
- Furnish and Install **(3) 12' x 12'** Concrete pads with **12" x 12"** Thickened edge on all four sides.
- Furnish and Install **(1)** Continuous **#5** rebar centered at **12"** thickened edge, and **3"** above grade.
- Furnish a broom finish to all three slabs with tooled edges picture framed.

201 Osceola Ave.
Daytona Beach, FL 32119
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

K. Sweat
4/9/2026
Page 2

Canopy Structure **$ 84,800**

- Furnish and Install **(3) 12' x 12'** Steel two post Shelters **Model #TS-SQ12-2P-04**
- Furnish all Structural steel with Galvanized steel, Powder coated for additional longevity against salt.
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- Furnish and Install **(648)** Square feet of Standing seam Aluminum roofing with Stainless-Steel Fasteners.
- Furnish and Install all Aluminum Drip edge, Closures, Ridge caps, and peak cap matching color to roof panels.
- Furnish and Install Rubber isolation between the steel structure and the Aluminum roofing to prevent electrolysis.

Sub-Total:	**$ 105,200**
Overhead & Profit:	**$ 15,200**
Grand Total:	**$ 120,400**

Paul Culver Construction, Inc. and all our Subcontractors will maintain General Liability Insurance and Workers Compensation Insurance as required by Florida Construction laws for the duration of this project. Paul Culver Construction, Inc. and our Subcontractors will also be required to sign releases of lien upon receipt of any monies for services rendered. We have included allowances for the items noted and will provide submittals for your approval for all material included in this proposal. Any upgrades from the materials included in the allowances will be submitted as a request for a change order prior to implementation of the work. Please indicate your acceptance of this proposal by signing and dating in the space provided below and returning a copy of this agreement to my attention at paul@paulculverconstruction.com.

_____ _____
Accepted By: Date:

Upon receipt of this Agreement, we will proceed with preparing a CPM Schedule for your review. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully,

Paul Culver
President

Prepared by
Richard Daniels
Project Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown and Brown Insurance Services, Inc
PO Box 2412
Daytona Beach FL 32115

CONTACT NAME: Kaylan Stone
PHONE (A/C, No, Ext): (386) 333-6133 **FAX (A/C, No):**
E-MAIL ADDRESS: Kaylan.Stone@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Geico Marine Ins Co	37923
INSURER B : Ascot Specialty Ins Co	45055
INSURER C : American Builders Ins Co	11240
INSURER D : Southern-Owners Ins Co	10190
INSURER E : Lloyd's of London	
INSURER F :	

INSURED
Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach FL 32114

COVERAGES **CERTIFICATE NUMBER:** 26-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ESGL2610005889-01	02/10/2026	02/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			9300276081	02/10/2026	02/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ESXS2510004488-02	02/10/2026	02/10/2027	EACH OCCURRENCE AGGREGATE Prods & Completed Ops	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV 0310621 04	02/10/2026	02/10/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Installation Floater			72449923	02/10/2026	02/10/2027		600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown and Brown Insurance Services, Inc	Paul Culver Construction, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER E - CONTRACTORS POLLUTION LIABILITY:
POLICY #ANE542338726
EFF:02/10/26-02/10/27
$1,000,000 EACH POLLUTION CONDITION
$1,000,000 AGGREGATE
DED $2,500 EACH POLLUTION INCIDENT

INSURER E - PROFESSIONAL LIABILITY:
POLICY # ANE542338726
EFF: 02/10/26-02/10/27
LIMIT: $1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1.) CG2010 0413 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
2.) CG2037 0413 - ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS
3.) CG2404 0509 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
4.) CG2001 0413 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
5.) CGA354 0920 - PER PROJECT AGGREGATE; CAP AMOUNT $5M
6.) LI GL 9927 0817 - NOTICE OF CANCELLATION - CERTIFICATE HOLDERS (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY
1.) BA2048B 1224 - (ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY)
2.) BA0444B 1224 - (WAIVER OF SUBROGATION)

WORKERS COMPENSATION
1.) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY
1.) CX0001 0413 - THE EXCESS LIABILTY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO AND EMPLOYERS LIABILITY.

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HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Florida §
§
COUNTY OF Volusia §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Paul K Culver. I am over the age of Twenty-one years old. I am the President (Title) of Paul Culver Construction, Inc (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: September 24, 20 24

Signed: _____

Print Name: Paul K Culver

Title: President

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [__] online notarization on the 24th day of September, 2024 by Paul K Culver as President on behalf of Paul Culver Construction, Inc who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
Rose Arlene Pacholsky
My Commission HH 503287
Expires 6/10/2028
(Notary Seal)

Notary Public, State of Florida

Printed name, commission and expiration of commission term
Rose Arlene Pacholsky, HH 503287 06/10/2028

SKB.7.8.2024. Rev. 9.6.2024
CA7985

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 5 day of March, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PAUL CULVER CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes at the rates set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "3," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with signed Task Authorization, when required:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**			

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: ARLENE PACHOLSKY

Printed Name: Kaitlin Knox

PAUL CULVER CONSTRUCTION, INC.

By: _____

Paul K. Culver, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: February 26, 2024

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 3/5/2024

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: 3/5/2024

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost Normal Business Hours (As outlined in Section 3 of RFP)	Unit Cost After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ___
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____ By:_____

Printed Name:_____ Paul K. Culver, President

_____ Date:_____

Printed Name:_____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "3"

Sample Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

Verify your records by providing the following information:

Name of Company/Organization: Paul Culver Construction, Inc. ("Contractor")
Name of Contact Person: Paul K. Culver, President
Mailing Address: 201 Osceola Ave, Daytona Beach, FL 32114
E-Mail Contact Address: paul@paulculverconstruction.com
Phone: 386-763-6200 Fax: _____

☑ Standard Contract for Service CA No. CA8361
☐ Piggyback Agreement CA No. _____
☐ Purchase Order No. _____
Renewal Term: From March 5, 2026 To: March 4, 2027 (1st of 3)
Contractor to Provide to City:
☐ Updated Bond
☑ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES _X_ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO ____ Contractor does not desire to renew this Agreement for another term.

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

Contractor's Authorized Representative: Paul K. Culver **Date:** 9/22/2025
Signature

Please return to the City of Port Orange as follows:

Department: Parks & Recreation Telephone: 386-506-5852
Contact: Jennifer Cox Fax: _____
E-Mail jcox@port-orange.org

For City Use Only:

Department Completes the Following:

☑ Renewal Accepted by the Department
☐ Bond received by the Department ***OR*** ☑ Bond not applicable
☑ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 10/23/2025

Original Signed Form Must Be Returned to the City Clerk

Form 13024

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (B6d) Approval of a Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the purchase of real property located at 535 Locust Street for $715,000; authorize an additional $5,000 for estimated closing costs; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City has initiated critical upgrades to its Wastewater Treatment Plant (WWTP) required to meet Advanced Wastewater Treatment (AWT) standards and ensure continued compliance with Florida Department of Environmental Protection (FDEP) water quality requirements for surface water discharges.

The existing facility is located on approximately 9 acres, which presents spatial limitations for a treatment plant with a permitted capacity of 12 million gallons per day (MGD). To effectively implement the required upgrades while maintaining operations, additional land is necessary to provide flexibility for facility layout and construction phasing.

Staff is requesting approval to purchase the adjacent property located at 535 Locust Street for $715,000, plus approximately $5,000 in closing costs. This acquisition will support the expansion and modernization of the WWTP while allowing it to remain operational throughout the construction process.

Independent appraisals established an average fair market value of $662,000 for the property. The negotiated purchase price of $715,000 represents an increase of approximately $53,000, or 8%, above the appraised value. This premium is justified by substantial and quantifiable cost avoidance, as well as operational and construction efficiencies identified through engineering analysis.

A key component of the upgrade involves the existing primary treatment tanks, which require either significant structural retrofits or full replacement. Acquiring the adjacent property provides the necessary space to construct new tanks while maintaining uninterrupted plant operations. Without this additional land, the City would be required to construct temporary treatment facilities within the existing site to maintain service during construction.

The estimated cost of these temporary facilities exceeds $4 million, excluding additional expenses related to site preparation, environmental mitigation, and security enhancements. By acquiring the adjacent property, the City can avoid these costs entirely by shifting operations within an expanded footprint.

In addition, the expanded site significantly improves the sequence of construction, allowing new treatment processes and structures to be built in a logical, phased manner without interfering with existing operations. This reduces project complexity, minimizes contractor mobilizations, and shortens the overall construction schedule. Improved sequencing also lowers risk, reduces the likelihood of costly delays, and enhances safety by separating active construction zones from critical treatment operations. These efficiencies translate into additional cost savings and improved project delivery beyond the direct avoidance of temporary infrastructure.

The acquisition also provides an ideal location for supporting facilities that are essential to long-term plant operations but do not need to be located within the core treatment footprint. Specifically, the additional property allows for the construction of a new administration building, maintenance building, and central laboratory. These buildings will be raised to avoid future flooding. Relocating these functions to the acquired site frees up valuable space within the existing plant for treatment process improvements and future capacity expansions. It also improves site organization, enhances operational efficiency, and provides safer, more accessible facilities for staff. Consolidating these support services in a dedicated area further reduces conflicts between daily operations and treatment processes while supporting a more modern, resilient facility layout.

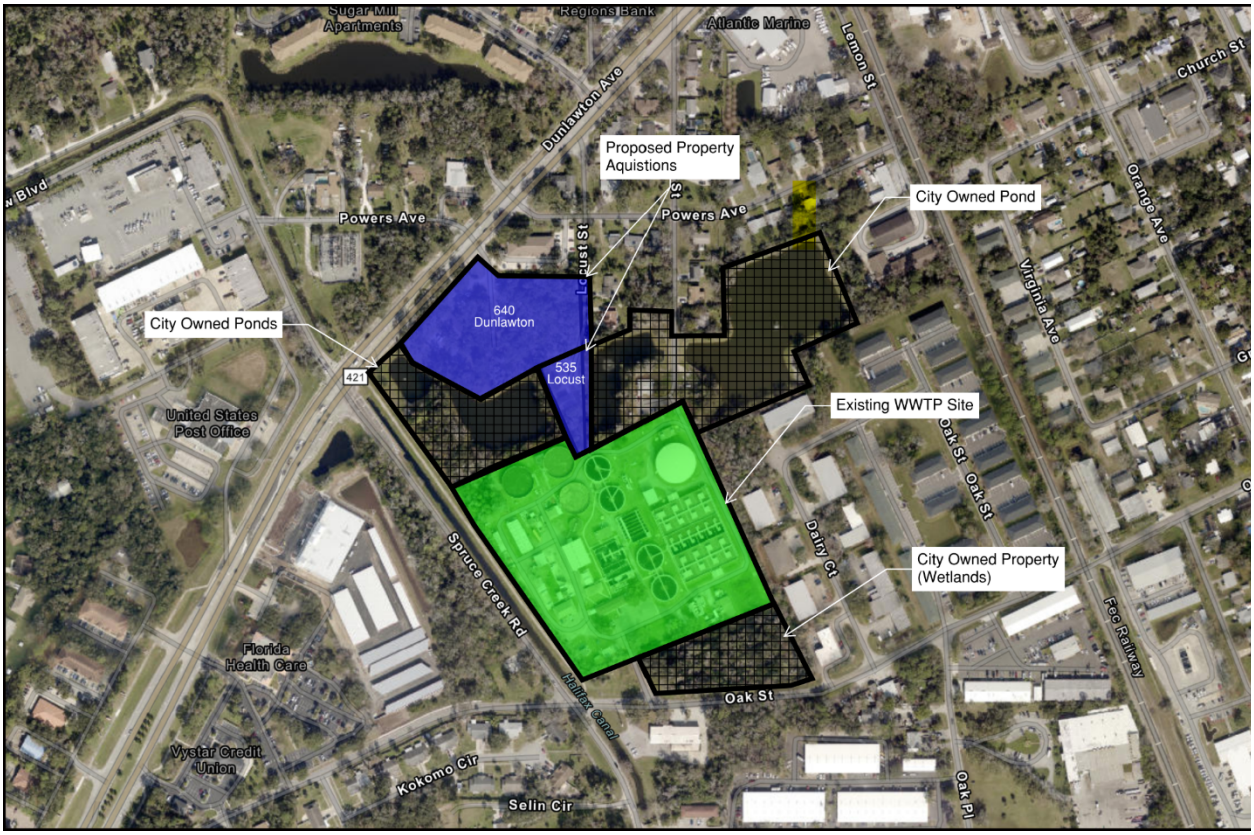
Although the purchase price exceeds the appraised value by 8%, the acquisition delivers clear financial and operational advantages.

In summary, purchasing this property will allow the City to:

- Meet state-mandated wastewater treatment standards
- Expand and modernize the WWTP efficiently
- Maintain continuous plant operations during construction
- Avoid more than $4 million in temporary infrastructure costs
- Improve construction sequencing, reducing risk, schedule, and overall project cost
- Provide space for new administration, maintenance, and laboratory buildings that will be raised to avoid future flooding while freeing up core treatment areas

This acquisition represents a cost-effective solution that supports a critical infrastructure investment and ensures reliable wastewater service for decades to come.

Funding for this purchase is included in the project budget.



PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Contract for Option and Sale -535 Locust	Contract for Option and Sale -535 Locust.pdf

Robin Fenwick	Created/Initiated - 04/15/2026
Robin Fenwick	Approved - 04/15/2026
Junos Reed	Approved - 04/16/2026
Sue Wang	Approved - 04/18/2026
Shannon Balmer	Approved - 04/27/2026
Wayne Clark	Final Approval - 04/27/2026

OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2026, between NORDMAN AVE, LLC, a Florida limited liability company, whose post office is address 632 Dunlawton Avenue, Port Orange, FL 32129, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144 , hereinafter referred to as "Purchaser." All references in this Contract to the singular shall include the plural where applicable.

For good and valuable consideration in the amount of **Five Hundred and NO/100 Dollars ($500.00)**, issuance of which will be requested immediately upon execution of the Option to Purchase Contract by Seller and City Manager, the parties agree as follows:

1. Subject to the exercise of the Option to Purchase Contract, hereinafter "Option", evinced by City Council approval as set forth in Section 16, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at east of Spruce Creek Road and south of Nova Road, Port Orange, County of Volusia, State of Florida:

As described in Exhibit "B" attached hereto

Also being identified as Parcel Numbers 634104030140; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: residential property generally located east of Spruce Creek Road and south of Nova Road, Port Orange, Volusia County, Florida.

Tangible Personal Property and Fixtures: If applicable, prior to the date of closing, Seller shall remove all personal property, furnishings, appliances, fixtures, and miscellaneous debris; and shall secure all exterior openings of the structure. Upon closing, any Tangible Personal Property and Fixtures, as defined herein, remaining on the Property shall be the property of the Purchaser and Seller shall have no further right of removal.

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is subject to the *Standards for Real Estate Transactions* set forth on the form contract approved by

The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A",** this Contract shall control. Except that the Parties agree that the Property is being sold AS-IS with regard to physical condition and that all references to the physical condition of the Property in Exhibit "A" do not apply to this Contract.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

(a) The Purchase Price for the Property is: **Seven Hundred Fifteen Thousand and NO/100 Dollars ($715,000.00)**; and

(b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars ($250.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," delivered within three business days of City Council approval, and upon the closing of this transaction, to be delivered to Seller at the time of closing; and

(c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars ($250.00), and less expenses and prorations as provided in Standard K and Standard L of Exhibit "A", and as otherwise agreed herein, delivered by wire transfer payable to the order of Seller, to be delivered at the time of closing.

3. Title and Survey.

(a) **Marketable Title**. Seller shall convey to Purchaser marketable title to the Property, determined in accordance with the Title Standards in Exhibit "A".

(b) **Title Insurance and Commitment.** Not later than Ten (10) days after approval by City Council, Seller shall cause to be delivered to the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, in accordance with Standard "A" of Exhibit "A", covering the Property, together with legible copies of all recorded documents referenced therein, along with a special assessment and real property tax search (the "Commitment"). An Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property shall be delivered to Purchaser at the time of closing. The title insurance commitment shall be prepared by Glenn D. Storch, P.A., 420 South Nova Road, Daytona Beach, FL 32114; referred to as "Title Agent".

(c) **Survey.** Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor in accordance with Standard "C" of Exhibit "A", subject to the provision of subparagraph 3(d),

hereinbelow.

(d) **Inspection Period.** Within Forty-five (45) days of the Effective Date of this Contract ("Inspection Period"), Purchaser, at Purchaser's expense, may obtain a survey of the Property (the "Survey") prepared by a duly licensed land surveyor licensed in the State of Florida and depicting the Property and all plottable exceptions to the Commitment to examine the condition of the Seller's title to the Property. The Survey shall be prepared in accordance with the minimum technical requirements for surveys in the State of Florida. Purchaser shall have until the end of the Inspection Period to examine the condition of the Seller's title to the Property.

If the Commitment or Survey reflects that title to the Property is subject to exceptions or survey matters that the Purchaser finds unacceptable, then the Purchaser shall, prior to the expiration of the Inspection Period, give written notice of the specific title defects ("Title Objections"). If Purchaser does not timely object to the exceptions listed in the Commitment, then Purchaser shall be deemed to have waived any right to disapprove of any exceptions contained therein and said exceptions shall be deemed to be permitted exceptions ("Permitted Exceptions"). If Purchaser gives such notice of Title Objections, Seller shall have Five (5) calendar days from the receipt of such notice to cure the Title Objections so specified (the "Curative Period") or to provide notice that it has declined to cure such matters. If Seller is unable, or unwilling, to correct such objections within the Curative Period, then Purchaser shall have the option to accept the title in its existing condition or terminate this Contract by sending written notice of termination prior to the end of the Curative Period. and proceed with the transaction. In such instance, the Initial Deposit provided in Section 2(b) to the Escrow Agent shall be released forthwith to the Purchaser and neither party shall have any further obligations under this Contract, except which expressly survive termination.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller represents that the Property is currently subject to one or more lease agreements. Notwithstanding the existence of such agreements, Seller warrants that all agreements grants persons a right to possession of the Property shall be terminated on or before Closing, and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

7. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Title Agent on or before **45 days** following the approval of this Contract by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J of Exhibit "A". Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Seller shall pay all closing costs. Costs of environmental audits, surveys, and other inspections shall be paid by the Purchaser.

10. Fees. For the purpose of brokerage fees, Purchaser and Seller have not utilized the services of a Florida Real Estate Broker. Purchaser shall be responsible for the appraisal report prepared at its request, and Seller shall be responsible for fees incurred of Seller's independent review of this Contract by attorneys, engineers, and other professionals, if any.

11. Environmental Audit. For the period beginning with the date the Option is executed by the City Manager and continuing until the expiration of the Inspection Period, Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser, at its sole option, may elect to terminate this Contract prior to the expiration of the Inspection Period and neither party shall have any further obligations under this Contract. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

12. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Purchase Contract prior to the expiration of the Inspection Period.

13. Default by Seller. If Seller is unable to convey marketable title to the Property in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the

time specified for closing or any extension thereof, the costs of examining the title, surveying the Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above, with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

14. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

15. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises. Seller shall not be responsible for any cost, expense, damage or liability to Purchaser's employees, consultants, agents, and representatives as a result of accessing the property. Where practical, prior notice via telephone shall be provided from Purchaser to Seller anytime Purchaser's employees, consultants, agents, and representatives will be accessing the property.

16. **Option to Purchase and Approval of Contract for Sale and Purchase of Real Property. Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to exercise the option to purchase the property described herein and in accordance with the terms described herein. The City Manager's signature on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.**

17. Effective Date. The Effective Date of the Option shall be the date the Option is executed by the Seller and the City Manager, based on the date of the last signature received. The Effective Date for the Contract shall be the date of approval by the City Council for the Cityof Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

FOR THE OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

WITNESSES:

Nina Mialki
First Witness Signature Above, Printed Name Below:

Nina Mialki

Andrea Hicks
Second Witness Signature Above, Printed Name Below:

Andrea Hicks

SELLER: Nordman Ave, LLC

By: _____
Allan L. Ziffra, Manager

Date: MARCH 11th, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of [XX] physical presence or [___] online notarization this 11th day of MARCH, 2026, by Allan L. Ziffra, as Manager of Nordman Ave, LLC, on behalf of the company, the Seller named in the foregoing Contract, who (*Notary, please check as applicable*): [_] took an oath or [X] did not take an oath; and who [X] is/are personally known to me or [_] has produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

ADOLPH J. POSEY JR.
Notary Public - State of Florida
Commission # HH 711449
My Comm. Expires Sep 4, 2029
Bonded through National Notary Assn.

FOR THE OPTION TO PURCHASE CONTRACT:

WITNESSES:

First Witness Signature Above, Printed Name Below:

Robin Fenwick

Second Witness Signature Above Printed Name Below:

Stephanie DiPietrantonio

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: March 13, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract was acknowledged before me by means of [XX] physical presence or [___] online notarization this 13 day of March, 2026, by Wayne Clark, the City Manager for the City of Port Orange, Florida, who (*Notary, please check as applicable*): [_] took an oath or [X] did not take an oath; and who [X] is personally known to me or [_] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY:

PURCHASER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

_____
First Witness Signature Above, Printed Name Below:

By:_____
Scott Stiltner, Mayor

_____

_____
First Witness Signature Above, Printed Name Below:

Attest:_____
Robin L. Fenwick, City Clerk

_____

Witnesses as to Both

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [XX] physical presence or [___] online notarization this _____ day of _____, 2026, by Scott Stiltner as Mayor and Robin L. Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be reported under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences. If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense, have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - purposely left blank)

N. INSPECTION AND REPAIR: Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

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EXHIBIT “B”

Parcel No. 6341-04-03-0140

A portion of Lot 3-D, Elizabeth Bunch Grant, as per map recorded in Map Book 3, Page 128, Public Records of Volusia County, Florida; Begin at the Southeast corner of Lot 107, Powers Subdivision as per map recorded in Map Book 10, Page 138, Public Records of Volusia County, Florida; Thence South 06 degrees 00 minutes 15 seconds West along the extension of Locust Street a distance of 329.90 feet to a point in the South line of said Lot 3-D; Thence South 59 degrees 38 minutes 28 seconds West along the Southerly line of Lot 3-D a distance of 12.25 feet to the Southeast corner of Lot 1-B Assessor's Sub of Lots 3 and 4, Section 4, Township 16 South, Range 33 East, Volusia County, Florida, as recorded in Map Book 3, Page 120, Public Records of Volusia County, Florida; Thence North 30 degrees 12 minutes 24 seconds West along the Easterly line of said Lot 1-B a distance of 300.98 feet to the Northwest corner of Bunch Grant, said point being on the Southerly line of Lot 106 of said Powers Subdivision; Thence North 59 degrees 48 minutes 31 seconds East, along the South line of Powers Subdivision a distance of 147.50 feet to the Point of Beginning. Together with that ingress/egress easement recorded in O.R. Book 3222, Page 861, Public Records of Volusia County, Florida.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (B6e) Approval of a Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street, for the Wastewater Treatment Plant Upgrades Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the purchase of real property being identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street, for $2,200,000; authorize an additional $5,000 for estimated closing costs; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City has initiated critical upgrades to its Wastewater Treatment Plant (WWTP) required to meet Advanced Wastewater Treatment (AWT) standards and ensure continued compliance with Florida Department of Environmental Protection (FDEP) water quality requirements for surface water discharges.

The existing facility is located on approximately 9 acres, which presents spatial limitations for a treatment plant with a permitted capacity of 12 million gallons per day (MGD). To effectively implement the required upgrades while maintaining operations, additional land is necessary to provide flexibility for facility layout and construction phasing.

Staff is requesting approval to purchase the adjacent properties identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street for $2,200,000, plus approximately $5,000 in closing costs. This acquisition will support the expansion and modernization of the WWTP while allowing it to remain operational throughout the construction process.

Independent appraisals established an average fair market value of $1,485,750 for the property. The negotiated purchase price of $2,200,000 represents an increase of approximately $714,250, or 48%, above the appraised value. This premium is justified by substantial and quantifiable cost avoidance, as well as operational and construction efficiencies identified through engineering analysis.

A key component of the upgrade involves the existing primary treatment tanks, which require either significant structural retrofits or full replacement. Acquiring the adjacent property provides the necessary space to construct new tanks while maintaining uninterrupted plant operations. Without this additional land, the City would be required to construct temporary treatment facilities within the existing site to maintain service during construction.

The estimated cost of these temporary facilities exceeds $4 million, excluding additional expenses related to site preparation, environmental mitigation, and security enhancements. By acquiring the adjacent property, the City can avoid these costs entirely by shifting operations within an expanded footprint.

In addition, the expanded site significantly improves the sequence of construction, allowing new treatment processes and structures to be built in a logical, phased manner without interfering with existing operations. This reduces project complexity, minimizes contractor mobilizations, and shortens the overall construction schedule. Improved sequencing also lowers risk, reduces the likelihood of costly delays, and enhances safety by separating active construction zones from critical treatment operations. These efficiencies translate into additional cost savings and improved project delivery beyond the direct avoidance of temporary infrastructure.

The acquisition also provides an ideal location for supporting facilities that are essential to long-term plant operations but do not need to be located within the core treatment footprint. Specifically, the additional property allows for the construction of a new administration building, maintenance building, and central laboratory. These buildings will be raised to avoid future flooding. Relocating these functions to the acquired site frees up valuable space within the existing plant for treatment process improvements and future capacity expansions. It also improves site organization, enhances operational efficiency, and provides safer, more accessible facilities for staff. Consolidating these support services in a dedicated area further reduces conflicts between daily operations and treatment processes while supporting a more modern, resilient facility layout.

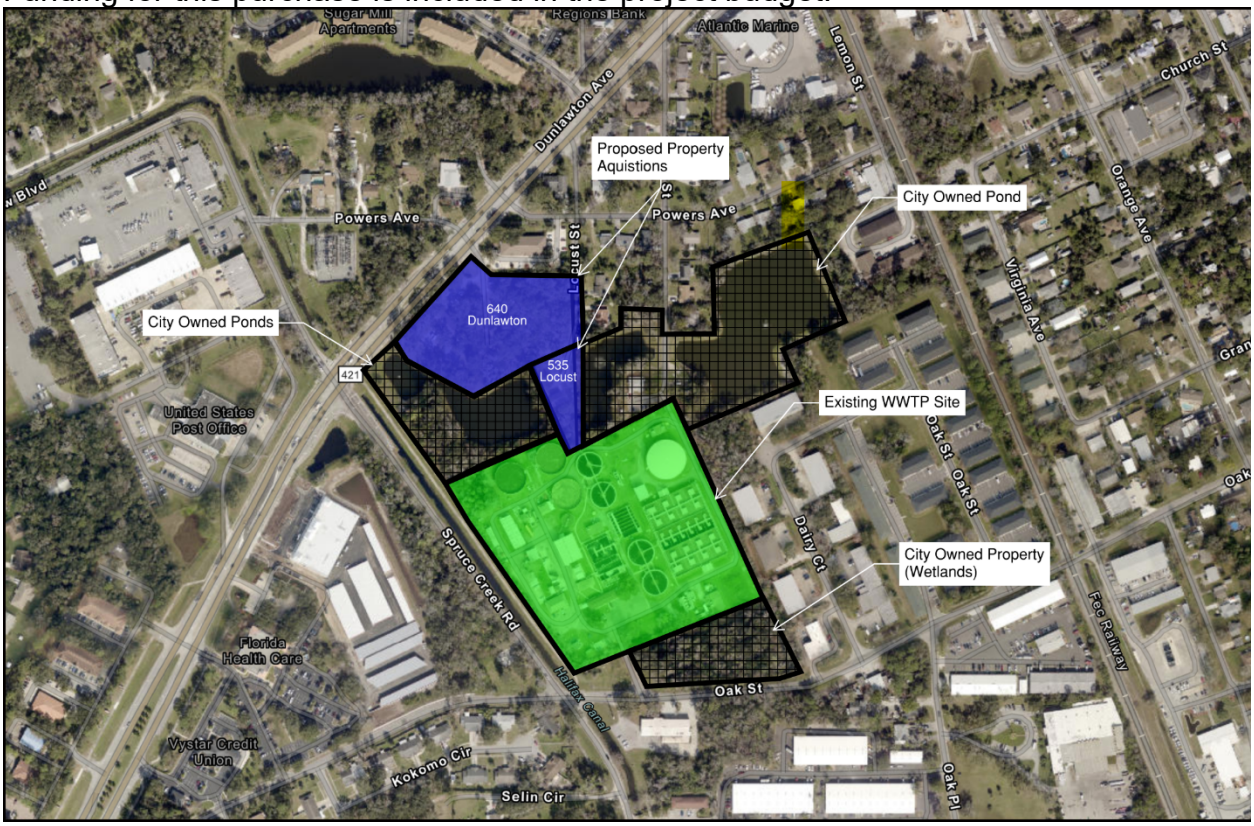
Although the purchase price exceeds the appraised value by 48%, the acquisition delivers clear financial and operational advantages.

In summary, purchasing this property will allow the City to:

- Meet state-mandated wastewater treatment standards
- Expand and modernize the WWTP efficiently
- Maintain continuous plant operations during construction
- Avoid more than $4 million in temporary infrastructure costs
- Improve construction sequencing, reducing risk, schedule, and overall project cost
- Provide space for new administration, maintenance, and laboratory buildings that will be raised to avoid future flooding while freeing up core treatment areas

This acquisition represents a cost-effective solution that supports a critical infrastructure investment and ensures reliable wastewater service for decades to come.

Funding for this purchase is included in the project budget.



PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Contract for Option and Sale - 640 Dunlawton	Contract for Option and Sale - 640 Dunlawton .pdf

Robin Fenwick	Created/Initiated - 04/15/2026
Robin Fenwick	Approved - 04/15/2026
Junos Reed	Approved - 04/16/2026
Sue Wang	Approved - 04/18/2026
Shannon Balmer	Approved - 04/28/2026
Wayne Clark	Final Approval - 04/28/2026

OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2026, between PINEPOINT PROPERTIES, LLC, a Florida limited liability company, whose post office is address 632 Dunlawton Avenue, Port Orange, FL 32129, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144 , hereinafter referred to as "Purchaser." All references in this Contract to the singular shall include the plural where applicable.

For good and valuable consideration in the amount of **Five Hundred and NO/100 Dollars ($500.00)**, issuance of which will be requested immediately upon execution of the Option to Purchase Contract by Seller and City Manager, the parties agree as follows:

1. Subject to the exercise of the Option to Purchase Contract, hereinafter "Option", evinced by City Council approval as set forth in Section 16, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at east of Spruce Creek Road and south of Nova Road, Port Orange, County of Volusia, State of Florida:

As described in Exhibit "B" attached hereto

Also being identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: residential property generally located east of Spruce Creek Road and south of Nova Road, Port Orange, Volusia County, Florida.

Tangible Personal Property and Fixtures: If applicable, prior to the date of closing, Seller shall remove all personal property, furnishings, appliances, fixtures, and miscellaneous debris; and shall secure all exterior openings of the structure. Upon closing, any Tangible Personal Property and Fixtures, as defined herein, remaining on the Property shall be the property of the Purchaser and Seller shall have no further right of removal.

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is subject to the *Standards for Real Estate Transactions* set forth on the form contract approved by

The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A",** this Contract shall control. Except that the Parties agree that the Property is being sold AS-IS with regard to physical condition and that all references to the physical condition of the Property in Exhibit "A" do not apply to this Contract.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

(a) The Purchase Price for the Property is: **Two Million Two Hundred Thousand and NO/100 Dollars ($2,200,000.00)**; and

(b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars ($250.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," delivered within three business days of City Council approval, and upon the closing of this transaction, to be delivered to Seller at the time of closing; and

(c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars ($250.00), and less expenses and prorations as provided in Standard K and Standard L of Exhibit "A", and as otherwise agreed herein, delivered by wire transfer payable to the order of Seller, to be delivered at the time of closing.

3. Title and Survey.

(a) **Marketable Title**. Seller shall convey to Purchaser marketable title to the Property, determined in accordance with the Title Standards in Exhibit "A".

(b) **Title Insurance and Commitment.** Not later than Ten (10) days after approval by City Council, Seller shall cause to be delivered to the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, in accordance with Standard "A" of Exhibit "A", covering the Property, together with legible copies of all recorded documents referenced therein, along with a special assessment and real property tax search (the "Commitment"). An Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property shall be delivered to Purchaser at the time of closing. The title insurance commitment shall be prepared by Glenn D. Storch, P.A., 420 South Nova Road, Daytona Beach, FL 32114; referred to as "Title Agent".

(c) **Survey.** Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor in accordance with

Standard “C” of Exhibit “A”, subject to the provision of subparagraph 3(d), hereinbelow.

(d) **Inspection Period.** Within Forty-five (45) days of the Effective Date of this Contract (“Inspection Period”), Purchaser, at Purchaser’s expense, may obtain a survey of the Property (the "Survey") prepared by a duly licensed land surveyor licensed in the State of Florida and depicting the Property and all plottable exceptions to the Commitment to examine the condition of the Seller’s title to the Property. The Survey shall be prepared in accordance with the minimum technical requirements for surveys in the State of Florida. Purchaser shall have until the end of the Inspection Period to examine the condition of the Seller’s title to the Property.

If the Commitment or Survey reflects that title to the Property is subject to exceptions or survey matters that the Purchaser finds unacceptable, then the Purchaser shall, prior to the expiration of the Inspection Period, give written notice of the specific title defects (“Title Objections”). If Purchaser does not timely object to the exceptions listed in the Commitment, then Purchaser shall be deemed to have waived any right to disapprove of any exceptions contained therein and said exceptions shall be deemed to be permitted exceptions (“Permitted Exceptions”). If Purchaser gives such notice of Title Objections, Seller shall have Five (5) calendar days from the receipt of such notice to cure the Title Objections so specified (the “Curative Period”) or to provide notice that it has declined to cure such matters. If Seller is unable, or unwilling, to correct such objections within the Curative Period, then Purchaser shall have the option to accept the title in its existing condition or terminate this Contract by sending written notice of termination prior to the end of the Curative Period. and proceed with the transaction. In such instance, the Initial Deposit provided in Section 2(b) to the Escrow Agent shall be released forthwith to the Purchaser and neither party shall have any further obligations under this Contract, except which expressly survive termination.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

7. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Title Agent on or before **45 days** following the approval of this Contract by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J of Exhibit "A". Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Purchaser shall pay all closing costs. Costs of environmental audits, surveys, and other inspections shall be paid by the Purchaser.

10. Fees. For the purpose of brokerage fees, Purchaser and Seller have not utilized the services of a Florida Real Estate Broker. Purchaser shall be responsible for the appraisal report prepared at its request, and Seller shall be responsible for fees incurred of Seller's independent review of this Contract by attorneys, engineers, and other professionals, if any.

11. Environmental Audit. For the period beginning with the date the Option is executed by the City Manager and continuing until the expiration of the Inspection Period, Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser, at its sole option, may elect to terminate this Contract prior to the expiration of the Inspection Period and neither party shall have any further obligations under this Contract. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

12. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Purchase Contract prior to the expiration of the Inspection Period.

13. Default by Seller. If Seller is unable to convey marketable title to the Property in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the time specified for closing or any extension thereof, the costs of examining the title, surveying the

Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above, with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

14. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

15. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises. Seller shall not be responsible for any cost, expense, damage or liability to Purchaser's employees, consultants, agents, and representatives as a result of accessing the property. Where practical, prior notice via telephone shall be provided from Purchaser to Seller anytime Purchaser's employees, consultants, agents, and representatives will be accessing the property.

16. **Option to Purchase and Approval of Contract for Sale and Purchase of Real Property. Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to exercise the option to purchase the property described herein and in accordance with the terms described herein. The City Manager's signature on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.**

17. Effective Date. The Effective Date of the Option shall be the date the Option is executed by the Seller and the City Manager, based on the date of the last signature received. The Effective Date for the Contract shall be the date of approval by the City Council for the Cityof Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

FOR THE OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

WITNESSES:

SELLER: Pinepoint Properties, LLC

By: _____
John D. Rue, Managing Member

_____
First Witness Signature Above, Printed Name Below:

Joshua Roberts

_____
Second Witness Signature Above, Printed Name Below:

Nina Mialki

Date: MARCH 6th, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of [XX] physical presence or [___] online notarization this 6th day of MARCH, 2026, by John D. Rue, as Managing Member of Pinepoint Properties, LLC, on behalf of the company, the Seller named in the foregoing Contract, who (*Notary, please check as applicable*): [ ] took an oath or [✓] did not take an oath; and who [✓] is/are personally known to me or [ ] has produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

ADOLPH J. POSEY JR.
Notary Public - State of Florida
Commission # HH 711449
My Comm. Expires Sep 4, 2029
Bonded through National Notary Assn.

FOR THE OPTION TO PURCHASE CONTRACT:

WITNESSES:

First Witness Signature Above, Printed Name Below:

Robin Fenwick

Second Witness Signature Above Printed Name Below:

Stephanie DiPietrantonio

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: March 13, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract was acknowledged before me by means of [XX] physical presence or [___] online notarization this 13 day of March, 2026, by Wayne Clark, the City Manager for the City of Port Orange, Florida, who (*Notary, please check as applicable*): [_] took an oath or [X] did not take an oath; and who [X] is personally known to me or [_] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY:

PURCHASER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

_____
First Witness Signature Above, Printed Name Below:

By:_____
Scott Stiltner, Mayor

_____

_____
First Witness Signature Above, Printed Name Below:

Attest:_____
Robin L. Fenwick, City Clerk

_____

Witnesses as to Both

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [XX] physical presence or [___] online notarization this _____ day of _____, 2026, by Scott Stiltner as Mayor and Robin L. Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be reported under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences. If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense, have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - purposely left blank)

N. INSPECTION AND REPAIR: Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

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EXHIBIT “B”

Parcel # 6304-07-00-1400
A portion of Lots 188 through 192, inclusive, together with portions of Lot 187, Lot 193, Lot 194, Lots 142 through 147, inclusive, Palm Street (vacated) and Dora Street (vacated), all in POWERS SUBDIVISION, as recorded in Map Book 10, page 138, Public Records of Volusia County, Florida, being more particularly described as follows:

Commencing at the intersection of the Southwesterly line of said Lot 193 with the Southeasterly right of way line of Dunlawton Avenue (State Road S-415 as shown on State of Florida Department of Transportation Right of Way Map Section 79610-2601 now State Road 421), a 90.00 foot right of way, run North 43°14'49" East along said southeasterly right of way line a distance of 17.00 feet to the Point of Beginning,; from said Point of Beginning, continue North 43°14'49" East along said right of way line 289.53 feet to its intersection with the Northerly line of said Lot 142; thence North 89°21'00" East along said Northerly line, 25.26 feet; thence South 45°38'32" East, 4.25 feet to the Westerly right of way line of Roselle Street, a 50.00 foot right of way per City of Port Orange Resolution No. 84-14, as recorded in Official Records Book 2549, Page 0700, said Public Records; thence South 00°39'00" East along said Westerly right of way line, 361.39 feet to the centerline of Dora Street, vacated per Resolution No. 84-14; thence, departing said right of way line and along the centerline of said vacated Dora Street, South 58°53'17" West, a distance of 3.77 feet; thence, departing said centerline, North 00°39'00" West and parallel with the aforementioned Westerly right of way line of Roselle Street, a distance of 27.06 feet; thence North 77°33'41" West a distance of 98.51 feet; thence North 65°16'31" West a distance of 50.17 feet; thence North 44°52'22" West a distance of 121.14 feet to the Point of Beginning.

Parcel #'s: 6304-07-00-1060 and 6304-07-00-1061
Lots 106, 107, 108, 109, 110, 111, and 112, POWERS SUBDIVISION, according to map in Map Book 10, page 138, Public Records of Volusia County, Florida.

Parcel #: 6304-07-00-0990
Lots 99, 100,101,102,103, 104 and 105, Powers Subdivision, according to the plat thereof as recorded in Map Book 10, Page 138, of the Public Records of Volusia County, Florida.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (B7) Resolution No. 26-21 - Approval of Amendment No. 1 to the Agreement with the Florida Department of Environmental Protection (FDEP) for the Sewer Force Main River Crossing Project

DEPARTMENT: Finance

GOAL: 2 - Infrastructure
3 - Quality of Life
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 26-21.

SUMMARY: The City entered into Agreement No. LPA0673 with the Florida Department of Environmental Protection (FDEP) on December 7, 2023, providing $2,500,000 grant funding for the Sewer Force Main River Crossing Project. Due to the project's complexity, the City selected the Construction Manager at Risk (CMAR) delivery method for construction. This procurement approach required additional time for both advertisement and contract award phases, resulting in a longer schedule than originally anticipated.

The City has since executed a contract with the Construction Manager, Wharton-Smith, and the project is currently in the bidding phase. Construction is anticipated to begin in early summer 2026, with an estimated construction duration of approximately 14 months. Throughout this process, the City has remained in regular communication with FDEP, and FDEP has expressed full support for the requested extension from October 31, 2026, to October 31, 2028.

PRESENTER: Sue Wang

ATTACHMENTS:

1.	Resolution No. 26-21	Resolution No. 26-21 .pdf
2.	Amendment 1 LPA0673 (For Signature)	Amendment 1 LPA0673 (For Signature).pdf

Monica Marschik-Melendez
Sue Wang

Created/Initiated - 04/08/2026
Approved - 04/15/2026

Matthew Jones	Approved - 04/27/2026
Wayne Clark	Final Approval - 04/27/2026

RESOLUTION NO. 26-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING AMENDMENT NO. 1 TO THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT LPA0673) FOR THE PURPOSE OF ALLOWING THE ADDITIONAL TIME NECESSARY FOR THE COMPLETION OF THE CONSTRUCTION OF THE SEWER FORCE MAIN HALIFAX RIVER CROSSING PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange ("City") previously accepted $2,500,000 in grant funding for the Sewer Force Main River Crossing Project ("Project") and entered into Agreement No. LPA0673 with the Florida Department of Environmental Protection (FDEP) as evidenced by the approval of Resolution No. 23-66; and

WHEREAS, due to the Project's complexity, the City selected the Construction Manager at Risk (CMAR) delivery method for construction; and

WHEREAS, procurement of CMAR services required additional time for both advertisement and contract award phases, resulting in a longer schedule than originally anticipated; and

WHEREAS, the City has since executed a contract with a CMAR and construction of the Project is anticipated to start early summer 2026, with an estimated construction schedule of approximately 14 months; and

WHEREAS, Grant Agreement No. LPA0673 currently expires October 31, 2026; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) supports the requested extension from October 31, 2026, to October 31, 2028; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves Amendment No. 1 to Grant Agreement No. LPA0673 with the Florida Department of Environmental Protection (FDEP) for the Sewer Force Main Halifax River Crossing Project, providing for an extension from October 31, 2026, to October 31, 2028.

Section 3. The Mayor and City Clerk are hereby authorized to execute all applicable grant documents and agreements.

Section 4. This resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0673
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PORT ORANGE

This Amendment to Agreement No. LPA0673 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Port Orange (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Port Orange - Sewer Force Main River Crossing (Project), effective December 7, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to award phase delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2028. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 11. of Attachment 2 is hereby revised as follows:

   Subcontracting
   The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

6. Exhibit J, OSTDS/EDH Grants Data Collection Tool is hereby added to the Agreement.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF PORT ORANGE

By: _____
Authorized Signature

Scott Stiltner, Mayor
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Jake Seib, DEP Grant Manager

_____
Kyleigh Revis, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form
Exhibit	J	OSTDS/EHD Grants Data Collection Tool

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Port Orange – Sewer Force Main River Crossing

PROJECT LOCATION: The Project will be located in the City of Port Orange within Volusia County; Lat/Long (29.1463, -80.9795).

PROJECT BACKGROUND: The City of Port Orange (Grantee) utility extends east of the Halifax River to the barrier island to provide service to the neighboring communities of Ponce Inlet, Daytona Beach Shores, and unincorporated Wilbur by the Sea. The City provides sewer services through a single 20-inch pipeline that extends under the river. This ductile iron pipe was installed over 30 years ago (1986). There is no secondary service line. Recent breaks of this line on the mainland caused concern for the condition of this infrastructure. The Grantee needs to install a second force main under the river to provide more reliable and redundant service, ensure sufficient capacity for new customers, and reduce the environmental concerns of breaks, which are challenging to solve under the river. In future phases, once the second line is installed the Grantee plans to clean and line the existing pipeline to serve as a backup.

PROJECT DESCRIPTION: The Grantee will install approximately 4,000 feet of 24-inch high-density polyethylene (HDPE) force main by directional drill across both the east and west side of the Halifax River. Approximately 200 feet of 20-inch PVC force main will be installed by open cut on either side of the river and will be used to connect the 24-inch HDPE force main to the existing system. Additionally, approximately 1,800 feet of 20-inch HDPE force main will be installed along Seabird Island by open cut as part of the river crossing. Approximately 300 feet of 4-inch PVC and HDPE force main will be installed, using both open cut and directional drill methodologies, to tie into the existing lift station on the island. Sod replacement, driveway, roadway, and right-of-way repair, including concrete, asphalt, dirt, and gravel replacement in kind will be required at all disturbed areas.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Port Orange – Sewer Force Main River Crossing in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final design. 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$2,500,000	07/01/2023	04/30/2028
		Total:	$2,500,000		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - GAA LI 1705A, GR	$2,500,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit J
OSTDS/EHD Grants Data Collection Tool

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (B8) Resolution No. 26-22 - Calling for Primary and Regular Elections for the Purpose of Electing City Council Members for Districts 1, 2, and 4 and providing for the qualifying period and election dates

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 26-22.

SUMMARY: The purpose of this resolution is to establish the qualifying period and election dates for the City's 2026 municipal elections.

The election will include Council Member seats for Districts 1, 2, and 4.

In accordance with the City Charter, the election dates will align with those established by the Volusia County Supervisor of Elections:

- **Primary Election**: Tuesday, August 18, 2026
- **General (Runoff) Election**: Tuesday, November 3, 2026, if necessary

The qualifying period for candidates will begin at noon on Monday, June 8, 2026, and close at noon on Friday, June 12, 2026.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	5.5 - Reso No. 26-22 - Calling for Primary and Regular Elections	5.5 - Reso No. 26-22 - Calling for Primary and Regular Elections.docx

Amanda Bonin	Created/Initiated - 04/21/2026
Robin Fenwick	Approved - 04/21/2026
Matthew Jones	Approved - 04/28/2026
Wayne Clark	Final Approval - 04/28/2026

RESOLUTION NO. 26-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, CALLING A PRIMARY AND REGULAR ELECTION FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS FOR DISTRICTS 1, 2, AND 4; PROVIDING FOR A QUALIFYING PERIOD AND ELECTION DATES; AUTHORIZING THE CITY CLERK TO MAKE ALL ARRANGEMENTS NECESSARY FOR SAID ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Port Orange sets forth primary and regular election dates, a qualifying period, and terms of office for the mayor and city council members; and

WHEREAS, the Charter of the City of Port Orange provides that a primary election and a regular election, if needed, shall be held in even-numbered years for electing city council members and the mayor; and

WHEREAS, this year (2026), the following positions are open for election: city council member for district 1; city council member for district 2; and city council member for district 4.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. A primary election for Council Members in Districts 1, 2, and 4 shall be held eleven (11) weeks prior to the first Tuesday after the first Monday in November, 2026, to wit: August 18, 2026.

Section 2. A regular election for Mayor and Council Members in Districts 1, 2, and 4, if needed, shall be held on the first Tuesday after the first Monday in November, 2026, to wit: November 3, 2026.

Section 3. The qualifying period for the above described primary and regular elections for the City of Port Orange shall begin on Monday, June 8, 2026, at 12:00 p.m. (noon). The deadline for qualifying shall be Friday, June 12, 2026, at 12:00 p.m. (noon). No qualifying documents will be accepted by the City Clerk after that date and time.

Section 4. In the event not more than one person qualifies as a candidate for a designated seat on the City Council to be filled at an election, that seat shall not be listed on the primary or regular city election ballot. Each unopposed candidate shall be deemed to have voted for himself/herself.

Section 5. The City Clerk is authorized to make all necessary arrangements for the above-described elections in accordance with the Charter of the City of Port Orange and applicable state law.

Section 6. This resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin Fenwick, MMC, City Clerk

Adopted on the ___ day of May, 2026.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/5/2026

SUBJECT: (G18) Authorize the Renaming of the Lakeside Community Center to the Allen Green Center

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to authorize the renaming of the Lakeside Community Center to the Allen Green Center and open the 30 day public comment period.

SUMMARY: During the January 20 Parks and Recreation Advisory Board meeting, the Board recommended that the City change the name of the Lakeside Community Center to the Allen Green Center. The Board believes this change is appropriate in recognition of Mr. Green's contributions to the City and because, following the sale of the City-owned Allen Green Center on Clyde Morris Blvd., the building no longer bears his name.

The naming policy (Resolution No. 16-57) gives Council authority to name or rename the building/facilities according to a recommendation by the Parks & Recreation Advisory Board. If authorization is given, the public will have a 30-day comment period, and a resolution will be brought back before Council for consideration.

Staff has reviewed costs associated with the renaming of the building to include new signage on the building and around City Center Circle. Those costs will be around $5,000 and are available in the current fiscal year budget.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	20161101 Reso. No. 16-57	20161101 Reso. No. 16-57.pdf

Susan Lovallo	Created/Initiated - 03/25/2026
Susan Lovallo	Approved - 03/25/2026
Sue Wang	Approved - 03/25/2026
Matthew Jones	Approved - 04/28/2026
Wayne Clark	Final Approval - 04/28/2026

RESOLUTION NO. 16-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE CITY'S PARK NAMING POLICY; SUPERSEDING PRIOR RESOLUTIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange Park Naming Policy, attached hereto as Exhibit "A", is hereby adopted by City Council.

Section 2. Nothing in this Resolution or Exhibit "A" shall be interpreted or construed to abrogate or conflict with any specific provision of the Florida Statutes and Section 166, as amended and construed by the Courts.

Section 3. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 4. This resolution shall become effective upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 1st day of November, 2016.

Reviewed and Approved:

Matthew J. Jones, Deputy City Attorney

Exhibit "A"

City of Port Orange
Park Naming Policy

I. Introduction

The naming or renaming of athletic and recreation facilities is a complex and sometimes emotionally evocative process since assigning a name is a powerful identity for a public place or facility. The naming and renaming of athletic and recreation facilities often requires significant resources in terms of changing names on signs, maps, and literature. In addition, excessive and constant name changing can be the source of confusion to the public.

II. Purpose

The purpose of this policy is to establish criteria and a uniform procedure for the naming and renaming of athletic and recreation facilities throughout the City of Port Orange.

III. Authorization

The City Council shall have the authority for the naming of all athletic and recreation facilities and for determining what constitutes a substantial or major contribution for the purposes of facility naming. The Parks and Recreation Advisory Board shall provide recommendations on naming requests for City Council consideration.

IV. Definitions

Major Donation or Contribution means a significant donation of time and commitment to the City of Port Orange Parks and Recreation Department, or a donation of significant value to the City of Port Orange, Port Orange Parks and Recreation Department or Parks and Recreation Foundation.

Athletic facility means a field, court or gymnasium owned and operated by the city, including but not limited to the field/court of play, sidelines and bleachers, where sporting events, practices and games are routinely held.

Recreation facility means a building, park or amphitheater owned and operated by the city and primarily used for recreational activities, community gatherings and special events.

V. Qualifying Name

It is the policy of the City of Port Orange to reserve the naming or renaming of athletic and recreation facilities for circumstances that will best serve the interests of the city and ensure a worthy and enduring legacy for the city's parks and recreation system.

To this end, the City of Port Orange supports consideration of naming requests within the following broad categories:

- Nearby Geographic Locations
- Historic Events, People and Places
- Outstanding Individuals
- Adjoining Subdivisions
- Major Donations or Contributions

VI. Guidelines for Naming Parks and Recreation Facilities

The following general guidelines will be used when naming an athletic or recreation facility.

1. A permanent name shall be assigned as soon as possible.

2. Duplication of other places or facility names in the City shall not be considered.

3. An existing name of an athletic or recreation facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.

4. Prominent geographic features or local reference points (i.e., notable geographic feature, street, community or neighborhood) shall be considered.

5. Naming an athletic or recreation facility in honor of a person shall only be considered if one or more of the following criteria has been met:

    a. The individual is of national significance.

    b. The individual contributed significantly to the acquisition or development of the park, the facility or to the overall parks system. The suggested name must be accompanied by a biographical sketch which shall provide evidence of contributions to the park, facility, or parks system overall.

c. The individual made a major donation or contribution to the City of Port Orange or to the Department of Parks and Recreation.

6. Naming of athletic or recreation facility for corporate entity.
   a. The name used shall be the shortest name possible to identify the entity (i.e. "Walmart" instead of "Walmart Stores Southeast, LLC")
   b. Corporate logos, insignias, or marketing text shall not be used in the naming text.
   c. The naming rights shall be limited to not longer than the life of the corporate entity.
   d. The following criteria must be met in order to be eligible for naming:
      i. Does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender, sexual preference, age, marital status, ancestry, national origin, or physical or mental disability;
      ii. Does not have connotations that by contemporary community standards are derogatory or offensive;
      iii. Does not promote environmental, work, or other practices that, if they took place in the city, would violate federal, state or local law;
      iv. Does not promote illegal drugs, alcohol or tobacco;
      v. Does not constitute violations of law;
      vi. Does not participate in unethical business practices as determined by a court of law; and
      vii. Does not exploit participants or staff members of the city.

VII. Naming Procedure

1. Recommendations for a park or facility name shall be submitted to the Director of Parks and Recreation and first be heard by the Port Orange Parks and Recreation Advisory Board. Following the Board's review and recommendations, the item will be scheduled for consideration by the City Council.

2. After the Port Orange City Council selects a park or facility name, a thirty (30) day comment period on the proposed name will begin. Written citizen comments and recommendations for thirty (30) day public-notice period will be accepted by the Director of Parks and Recreation and items mailed to the City Manager for inclusion in the Council Agenda Packet.

3. After the thirty (30) day comment period, a resolution establishing the name of the park or facility will be scheduled for the Port Orange City Council's consideration.

VIII. Renaming

The renaming of athletic and recreation facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.

Only those facilities named for a location or subdivision shall be considered for renaming. Parks named by deed restriction shall not be considered for renaming.

Athletic and recreation facilities named after individuals shall not be changed unless it is found that the individual's personal character is or was such that the continuing use of the name for a park or facility would not be in the best interest of the community.

In order for an athletic or recreation facility to be considered for renaming, the recommended name must qualify according to this policy, and be accompanied by a renaming recommendation from the Parks and Recreation Advisory Board.

IX. Other Naming Alternatives

Parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to the guidelines set forth in this policy and approved by the City Council. A facility within a park, i.e., playground, picnic shelter, etc., can be named separately from the park or facility location subject to guidelines set forth in this policy.

X. Final Naming Approval

All naming or renaming action shall require approval of the City Council.